

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
WSI US, LLC d/b/a WYNNBET)	23-WSI-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and WSI US, LLC d/b/a WynnBET (“WynnBET”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 27-13-4(a) provides a sports wagering operator shall make all reasonable attempts to ensure that prohibited sports wagering participants do not receive direct marketing from the sports wagering operator.
(b) A sports wagering operator will satisfy this requirement if the sports wagering operator removes the prohibited sports wagering participant's name from the list of patrons to whom direct marketing materials are sent, and the prohibited sports wagering participant does not receive direct marketing materials more than forty-five (45) days after the sports wagering operator receives notice identifying the prohibited sports wagering participant.
2. On May 15, 2023, a Commission Investigator was assigned to investigate a sports wagering violation involving prohibited participants.
3. On May 11, 2023, WynnBET provided an incident report to the Commission on this violation. The incident report provided that on April 13, 2023, WynnBET became aware that an error had occurred when completing self-exclusion checks for a pop-up notification marketing campaign starting on February 25, 2023. As a result of the error, two (2) Indiana prohibited participants received the mobile pop-up marketing notification.
5. One (1) prohibited participant was a WynnBET self-exclusion while the other was on one (1) of the Commission’s exclusion lists. Both prohibited participants received twenty-four (24) push notifications between February 25, 2023, and April 12, 2023. This error occurred as a result of WynnBET’s Marketing Team failing to add the “global audience” check to the created marketing campaign. This check ensures that any patron that is identified as self-excluded on WynnBET’s platform is removed from the marketing campaign.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of WynnBET by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, and/or WynnBET's approved internal control procedures. The Commission and WynnBET hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against WynnBET.

WynnBET shall pay to the Commission a total of \$23,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, WynnBET agrees to promptly remit payment in the amount of \$23,000 and waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and WynnBET.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

Jennifer Roberts
Jennifer Roberts, VP & General Counsel
WSI US, LLC d/b/a WynnBET

9/12/2023
Date

September 7, 2023
Date

**ORDER 2023-146
IN RE SETTLEMENT AGREEMENT**

**WSI US, LLC. d/b/a WYNNBET
23-WSI-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

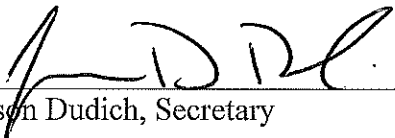
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary