



## NOTICE OF MEETING AND AGENDA

Pursuant to the Massachusetts Open Meeting Law (G.L. c. 30A, §§ 18-25), and St. 2025, c. 2, notice is hereby given of a public meeting of the **Massachusetts Gaming Commission**. The meeting will take place:

**Thursday | August 14, 2025 | 10:00 a.m.**

**VIA REMOTE ACCESS: 1-646-741-5292**

**MEETING ID/ PARTICIPANT CODE: 111 919 2761**

**All meetings are streamed live at [www.massgaming.com](http://www.massgaming.com).**

Please note that the Commission will conduct this public meeting remotely utilizing collaboration technology. Use of this technology is intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public. If there is any technical problem with the Commission's remote connection, an alternative conference line will be noticed immediately on [www.massgaming.com](http://www.massgaming.com).

All documents and presentations related to this agenda will be available for your review on the morning of the meeting date by visiting our website and clicking on the News header, under the Meeting Archives drop-down.

### **PUBLIC MEETING - #561**

1. Call to Order – Jordan Maynard, Chair
2. Meeting Minutes
  - a. February 22, 2024 **VOTE**
  - b. April 3, 2024 **VOTE**
  - c. October 24, 2024 **VOTE**
  - d. July 1, 2025 **VOTE**
3. Research and Responsible Gaming – Mark Vander Linden, Director of Research and Responsible Gaming
  - a. Presentation of report, "The Impact of Legalized Gambling on Recovery Communities: A Community-Based Participatory Research Study" – Dr. Devin Mills, Assistant Professor, Department of Community, Family, and Addiction Sciences, Texas Tech University; Travis Spencer, Graduate Research Assistant, Texas Tech University



Massachusetts Gaming Commission

4. Community Affairs Division – Joe Delaney, Division Chief of Community Affairs
  - a. Encore Boston Harbor Quarterly Report - Juliana Catanzariti, Executive Director, Legal; Tom Coffey, Executive Director of Security and Investigations
  - b. MGM Springfield Quarterly Report - Gus Kim, VP & Legal Counsel; Arlen Carballo, VO of Finance; Beth Ward, Director of Public Affairs
  - c. Discussion of FY2027 Community Mitigation Fund Grant Cycle
  
5. Racing – Dr. Alexandra Lightbown, Director of Racing and Chief Veterinarian
  - a. Plainridge Park request to Reschedule the Cancelled Racing Day of June 23, 2025 to September 1, 2025-Steve O'Toole, Director of Racing, PPC **VOTE**
  - b. Massasoit Greyhound Association, Inc. request to approve Churchill Downs Technology Initiatives Company platforms Twin Spires and DK Horse as Advance Deposit Wagering Providers in accordance with 205 CMR 6.20-Justin Stempeck, Interim General Counsel **VOTE**
  
6. Legal – Justin Stempeck, Interim General Counsel
  - a. Litigation Update
    - I. Executive Session **VOTE**  
The Commission anticipates that it will convene in an Executive Session pursuant to G.L. c. 30A, § 21(a)(3) in conjunction with its review of litigation strategy with respect to a MCAD complaint, as discussion at an open meeting may have a detrimental effect on the litigation position of the Commission.
  - b. Executive Session Minutes
    - I. Executive Session **VOTE**  
The Commission anticipates that it will meet in executive session to review minutes from previous executive sessions as their discussion at an open meeting may frustrate the intended purpose for which the executive session was convened, pursuant to G.L. c. 30A, § 21(a)(7) and c. 23N, § 6(i): May 23, 2023; G.L. c. 30A, § 21(a)(2): December 20, 2023; G.L. c. 30A, § 21(a)(7) and c. 4, § 7(26)(n): June 17, 2025 at 2:07 P.M.; and G.L. c. 30A, § 21(a)(3) and (7) and c. 4, § 7(26)(n): June 17, 2025 at 2:21 P.M.
 

▪ May 23, 2023	<b>VOTE</b>
▪ December 20, 2023	<b>VOTE</b>
▪ June 17, 2025 at 2:07 P.M.	<b>VOTE</b>
▪ June 17, 2025 at 2:21 P.M.	<b>VOTE</b>



Massachusetts Gaming Commission

7. Sports Wagering Division – Carrie Torrisi, Division Chief, Sports Wagering

a. House Rules Update

- |                      |             |
|----------------------|-------------|
| I. DraftKings        | <b>VOTE</b> |
| II. BetMGM           | <b>VOTE</b> |
| III. MGM Springfield | <b>VOTE</b> |
| IV. FanDuel          | <b>VOTE</b> |

8. Investigations and Enforcement Bureau – Caitlin Monahan, Director of Investigations and Enforcement Bureau

- a. Briefing on noncompliance matter related to Temporary Category 3 Sports Wagering Operator Betfair Interactive LLC, d/b/a FanDuel and discussion regarding next steps. Alleged noncompliance relates to offering wagering on an unapproved event in violation of 205 CMR 247.01(1), 205 CMR 247.01(2)(i), and the Massachusetts Sports Wagering Catalog. – Diandra Franks, Enforcement Counsel
- b. Briefing on noncompliance matter related to Category 3 Sports Wagering Operator Crown MA Gaming, LLC d/b/a DraftKings and discussion regarding next steps. Alleged noncompliance relates to offering wagering on an unapproved event in violation of 205 CMR 247.01(1), 205 CMR 247.01(2)(i), and the Massachusetts Sports Wagering Catalog. – Diandra Franks, Enforcement Counsel
- c. Briefing on noncompliance matter related to Temporary Category 3 Sports Wagering Licensee Bally’s Interactive LLC (“Bally’s”) and discussion regarding next steps. Alleged noncompliance relates to Bally’s contacting individuals on Voluntary Self Exclusion List and in “cool-off” status in violation of 205 CMR 256.07 and 205 CMR 256.06. – Nathaniel Kennedy, Enforcement Counsel
- d. Continued Discussion of Sports Wagering Noncompliance Matter Involving American Wagering, Inc., d/b/a Caesars Sportsbook a Category 3 Sports Wagering Operator. Alleged noncompliance relates to wagers offered on “Tournament Total Red Cards”, an unauthorized event in violation of M.G.L. c. 23N, § 3 and 205 CMR 247.01(2)(e). – Nathaniel Kennedy, Enforcement Counsel

9. Commissioner Updates

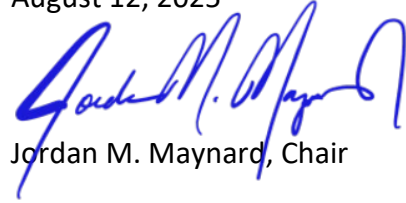
10. Other Business - Reserved for matters the Chair did not reasonably anticipate at the time of posting.



Massachusetts Gaming Commission

I certify that this Notice was posted as "Massachusetts Gaming Commission Meeting" at [www.massgaming.com](http://www.massgaming.com) and emailed to [regs@sec.state.ma.us](mailto:regs@sec.state.ma.us). Posted to Website: August 12, 2025 | 10:00 a.m. EST

August 12, 2025

A handwritten signature in blue ink, appearing to read "Jordan M. Maynard", is written over the printed name.

Jordan M. Maynard, Chair

*If there are any questions pertaining to accessibility and/or further assistance is needed,  
please email [Grace.Robinson@massgaming.gov](mailto:Grace.Robinson@massgaming.gov).*



Massachusetts Gaming Commission

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## Massachusetts Gaming Commission Meeting Minutes

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**Date/Time:** February 22, 2024, 10:00 a.m.  
**Place:** Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292  
PARTICIPANT CODE: 112 195 2996

The Commission conducted this public meeting remotely utilizing collaboration technology. The use of this technology was intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public.

### **Committee Members Present:**

Chair Cathy Judd-Stein  
Commissioner Eileen O'Brien  
Commissioner Bradford R Hill  
Commissioner Nakisha Skinner  
Commissioner Jordan Maynard

#### 1. [Call to Order](#) (00:00)

Chair Judd-Stein called to order the 504<sup>th</sup> Public Meeting of the Massachusetts Gaming Commission. Roll call attendance was conducted, and all five commissioners were present for the meeting.

#### 2. [Sports Wagering Division](#) (00:54)

##### a. Sports Wagering 2023 Q4 Reports

##### i. [Ceasars Sportsbook](#) (01:14)

Ceasars Sportsbook's Digital Compliance Manager, Curtis Lane Jr.; Director of Diversity, Equality, and Inclusion, Greg Shinbur; and Vice President of Procurement, David Schulte, presented Caesars Sportsbook's Sports Wagering Quarterly Report for 2023 Q4 with the following topics: Revenue, Workforce/Workforce Diversity, Vendor/Supplier Spend/Supplier Diversity, Compliance, Responsible Gaming, Lottery Engagement, and Community/Outreach/Charitable Contribution.

Commissioner Hill questioned whether the number of investigations conducted in relation to underage users of the Ceasars Sportsbook platform over the previous quarter was in fact zero. Mr. Lane stated that to his understanding, that number was correct, and there were no matters that warranted additional review.

ii. [Betr](#) (18:56)

Betr Compliance Lead, Robert Warren, presented Betr's final Sports Wagering Quarterly Report for 2023 Q4 with the following topics: Revenue, Workforce/Workforce Diversity, Supplier/Vendor Overview: Small Businesses/Ownership Diversity/Affiliation Diversity/Spend Breakdown, Compliance, Minors/Underage Access, Responsible Gaming User Limits Data, and VSE Enrollment.

Chair Judd-Stein asked a clarifying question about Betr's overall operational spending. Mr. Warren confirmed that their Massachusetts total spending was slightly under the 10% mark.

Commissioner O'Brien commended Betr's user data limits and noted that she was interested in following their statistics in other jurisdictions. Chair Judd-Stein indicated her agreement.

Commissioner Maynard expressed his gratitude and appreciation for Betr and their work for the Commonwealth. Commissioner O'Brien added to Commissioner Maynard's appreciation by pointing out the number of responsible gaming tools that Betr had utilized that no other operator has used.

iii. [Fanatics](#) (28:53)

Senior Regulatory Counsel, Michael Levine; HR Director, Stephanie Althouse; and Responsible Gaming Senior Manager, Anthony D'Angelo, presented Fanatics Betting & Gaming's Q4 2023 Massachusetts Sports Wagering Quarterly Report with the following topics: Revenue, Workforce/Workforce Diversity, Diverse & Massachusetts Vendor Spend, Compliance, Responsible Gaming, Lottery, and Community/Outreach/Charitable Impacts.

Commissioner Skinner expressed her appreciation for Fanatics' diversity initiatives.

Regarding Fanatics' underage report metrics, Commissioner Hill asked for an example of a red flag that may be raised based on underage activity on the Fanatics platform. Mr. D'Angelo gave an example of an individual entering a date of birth that indicated they were under 21 years old.

Commissioner Skinner asked whether the number of suspended accounts due to underage activity was at zero because none of the underage individuals who attempted to access the platform made it past registration. Mr. D'Angelo affirmed that once the system detects someone

underage based on date of birth, the account is automatically suspended, and they fail verification.

Commissioner Skinner asked Mr. Levine to provide examples of their work with the Make-A-Wish Foundation. Commissioner Hill commended Fanatics for the work they had done with Make-A-Wish and the wishes they had granted.

3. [Commissioner Updates](#) (47:04)

Upon inquiry by the Chair, there were no commissioner updates noted.

4. [Other Business](#) (47:15)

Hearing no other business, Chair Judd-Stein requested a motion to adjourn.

Commissioner Hill moved to adjourn. The motion was seconded by Commissioner Skinner.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Maynard: Aye.*

*Chair Judd-Stein: Aye.*

*The motion passed unanimously, 5-0.*

### **List of Documents and Other Items Used**

1. [Notice of Meeting and Agenda](#) dated February 20, 2024
2. Caesars Sportsbook 2023 Q4 quarterly report presentation
3. Betr 2023 Q4 quarterly report presentation
4. Fanatics 2023 Q4 quarterly report presentation

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## Massachusetts Gaming Commission

### Meeting Minutes

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**Date/Time:** April 3, 2024, 1:00 p.m.  
**Place:** Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292  
PARTICIPANT CODE: 111 226 7549

The Commission conducted this public meeting remotely utilizing collaboration technology. The use of this technology was intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public.

#### **Commissioners Present:**

Interim Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner

#### 1. [Call to Order](#) (0:00)

Interim Chair Jordan Maynard called to order the 512<sup>th</sup> Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted, and all four commissioners were present for the meeting.

#### 2. [Investigations and Enforcement Bureau](#) (0:52)

Director of the Investigations and Enforcement Bureau ("IEB"), Caitlin Monahan, began by stating that there is a request for an amendment to the Beverage License at Encore Boston Harbor ("EBH").

Licensing Manager David MacKay stated that the amendment to the Beverage License would add a new leased outlet venue, Seamark Seafood & Cocktails ("Seamark"), replacing the space formerly held by the Sinatra Restaurant. *A memo and a copy of EBH's amendment application can be found in the Commissioners' Packet on pages 3 through 8.* The application was reviewed by the Division of Licensing and included verification pertaining to the license area manager, Chelsea Brewster, and the designee for the Jointly Responsible Person for Seamark, Ricardo

Soto, to ensure that they both held proper certification and are properly licensed by the Commission. Additionally, an inspection confirmed that the licensed area's surveillance and security were in compliance and provided adequate coverage.

Manager MacKay noted that Commissioner Skinner had previously posed a question in regard to the language on page three of the application on "Jointly Responsible Person." He stated that the Division of Licensing had obtained a copy of the lease agreement between Encore and Seamark, reiterating that Chelsea Brewster would act as the licensed area manager responsible for the outlet on behalf of EBH, while Seamark has appointed their own designee, Ricardo Soto, as the Jointly Responsible Person. Lastly, he remarked that the Division of Licensing worked with Juliana Catanzariti and Jacqui Krum on behalf of EBH in relation to this request. He recommended that the Commission approve this request.

Chief of the IEB Gaming Agent Division Burke Cain stated that he had inspected the CCTV cameras and security of the alcohol in the bar area, and both met expectations.

Commissioner Hill moved that the Commission approve the amendment to Encore Boston Harbor's beverage license as included in the Commissioners' packet and discussed here today. Commissioner O'Brien seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Interim Chair Maynard: Aye.*

*The motion passed unanimously, 4-0.*

### 3. Presentation of "Gambling and Problem Gambling in Massachusetts: Results of a Follow Up Population Survey" (6:13)

Interim Chair Maynard introduced Dr. Rachel Volberg, stating that she is well known and respected by the Commission. She is a professor at the School of Public Health and Health Sciences at the University of Massachusetts at Amherst. He stated that she has been involved in research on gambling and problem gambling since 1985 and has been recognized by the National Institute of Health. He stated that the Commission was extremely fortunate to have her expertise and that future initiatives will be shaped by the study presented during this meeting. Finally, he added that the Commission will continue to meet patrons where they are, especially those who are the most vulnerable.

Mark Vander Linden, Director of Research and Responsible Gaming, thanked the Commissioners and stated that under the Expanded Gaming Act, the Commission established an annual research agenda, which included a baseline study of problem gaming and existing prevention and treatment programs. In 2013, the Commission selected a research team from the University of Massachusetts Amherst School of Public Health and Health Sciences to implement a comprehensive research agenda, including this baseline study. Director Vander Linden stated that the same team has carried out a follow-up general population survey to determine if and how

gambling attitudes, gambling behavior, and problem gambling prevalence had changed in Massachusetts following the introduction of the three casinos. He added that the results are directly comparable to the results found in the baseline survey conducted over ten years ago. In addition to an overall assessment, the report addressed whether the demographic and behavioral patterns of gambling and problem gambling prevalence changed in Massachusetts between 2013 and 2021.

Dr. Volberg presented an overview of the follow-up survey, including the following topics: Research Methods, Attitudes About Gambling, Gambling Behavior, Problem Gambling, Comparing Gambling Groups, Awareness of Services in Massachusetts, Changes since 2013, and Future Directions. *A memo regarding the Follow-up General Population Survey, a research snapshot on gambling behavior, the final report and Dr. Volberg's presentation were included in the Commissioners' Packet on pages 9 through 260.*

Dr. Volberg reviewed some survey data from Connecticut and noted that those who sought help most often accessed non-state funded options. Commissioner O'Brien asked what non-state services were accessed. Dr. Volberg responded that the most frequently accessed resources were Gamblers Anonymous and informal support from friends and family.

Commissioner Hill asked for clarification on the exact year the survey was conducted to better understand the timeframe in which participants were giving their responses regarding awareness of media campaigns. Dr. Volberg responded that the survey was conducted from September 2021 through April 2022. She noted that upcoming research will have further information about awareness of services.

Interim Chair Maynard commented that this data presented an opportunity for the Commission to promote problem gambling services. Dr. Volberg agreed, stating that there is an opportunity to consider concentrating resources in a targeted manner. She addressed the stigma around gambling problems and a lack of awareness around where to find help.

Commissioner O'Brien agreed that increased awareness in the form of public service announcement campaigns presents a promising opportunity. She asked if upcoming research would explore how 14% of survey participants moved from the 'recreational gambling' category to the 'at-risk gambling' category and how 3% moved from 'problem' to 'recreational' gambling. Finally, she asked about the possibility of obtaining Chinese translators based on reports regarding the impact on that community in particular. Dr. Volberg responded that the multivariate analysis currently being considered by the research team would contribute somewhat to the understanding of factors causing movement between different gambling categories. However, this type of analysis is not the most reliable way to understand those transitions. Instead, a cohort study following the same individuals and how they transition in and out of gambling would better identify the predictors of such transitions. She stated that, based on her experience, a standard survey is effective for most of the population, but it does not capture accurate information from certain specific communities. She advocated for community-based participatory research.

Director Vander Linden added that the annual and ongoing research agenda allows the researchers to pivot from year to year. He added that community driven research is extremely unique and addresses specific challenges within a community.

Commissioner Hill thanked Dr. Volberg for a great report that will help the Commission moving forward. He noted that many Massachusetts residents travel to other states, particularly New Hampshire, to gamble and engage in sports wagering. Director Vander Linden added that in 2013, 21% of respondents reported that they are gambling out of state which was cut in half by 2021 to 10%.

Interim Chair Maynard stated that the research presents many opportunities for action moving forward.

*Transcribers Note: At approximately 2:11 P.M., Interim Chair Maynard noted that Commissioner Skinner left the meeting.*

#### 4. [Commissioner Updates](#) (1:11:16)

Upon inquiry by Interim Chair Maynard, no commissioner updates were noted.

#### 5. [Other Business](#) (1:11:22)

Hearing no other business, Interim Chair Maynard requested a motion to adjourn.

Commissioner Hill moved to adjourn. The motion was seconded by Commissioner O'Brien.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Interim Chair Maynard: Aye.*

*The motion passed unanimously, 3-0.*

### **List of Documents and Other Items Used**

1. [Notice of Meeting and Agenda](#) dated April 1, 2024
2. [Commissioner's Packet from the April 3, 2024](#) meeting (posted on massgaming.com)



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## Massachusetts Gaming Commission Meeting Minutes

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**Date/Time:** October 24, 2024, 10:00 a.m.  
**Place:** Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292  
PARTICIPANT CODE: 111 211 8907

The Commission conducted this public meeting remotely utilizing collaboration technology. The use of this technology was intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public.

### **Commissioners Present:**

Interim Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill

#### 1. [Call to Order](#) (00:03)

Chair Maynard called to order the 537<sup>th</sup> Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted, and three commissioners were present for the meeting.

#### 2. [Administrative Update](#) (1:06)

##### a. Overview of Upcoming Community Mitigation Fund Grantee Visit

Executive Director Dean Serpa reminded the Commission of two upcoming off-site meetings: the public hearing for the annual renewal of Plainridge Park Casino's ("PPC") racing license at the Plainville Town Hall in Plainville, MA on October 29, 2024 at 11:00 A.M. and a Community Mitigation Fund grantee visit on October 29, 2024 at 1:00 P.M. at the Marilyn Rodman Performing Arts Center in Foxborough, MA. He stated that the first part of this visit would consist of a brief tour of the Center, and the second part would include an overview and briefing of the area's regional marketing initiative with the opportunity for an open discussion. The briefing portion of this event will be noticed as a public meeting of the Commission and include comments and panel discussion among town coordinators and representatives from some of the businesses supported in the marketing initiative.



Interim Chair Maynard noted that he was looking forward to the event and thanked Executive Director Serpa and the team working on the event.

b. [Gaming Agent Casino Update](#) (4:09)

Executive Director Serpa introduced the second item; a casino update focused on slot revenue at the three properties. Executive Director Serpa turned it over to the Gaming Agents Division Chief Burke Cain.

Chief Cain opened the Gaming Agents' presentation by noting that he was joined by the three Casino Regulatory Managers: Luis Lozano, Angela Smith, and Eric Cantell, and the three Assistant Casino Regulatory Managers ("ACRM"), Marty Edwards, Natalia Villareal, and Michael Helbig. The three ACRMs presented a PowerPoint with topics including a slot machine breakdown from the years 2020-2024 across the three casino licensees, the slot denomination breakdown for each of the three casino properties, and multi-denomination slot machines. *The Gaming Agents' presentation was included in the Commissioners' Packet on pages 4 through 11.*

Interim Chair Maynard thanked Chief Cain and his team.

3. [Research and Responsible Gaming](#) (10:21)

a. Presentation of report, "Social and Economic Impacts of Casino Introduction to Massachusetts"

Director of Research and Responsible Gaming Mark Vander Linden introduced Dr. Robert Williams, a clinical psychologist and professor at the University of Lethbridge in Alberta, Canada and research coordinator for the Alberta Gambling Research Institute. He also introduced Dr. Rachel Volberg, a research professor from the University of Massachusetts. He explained that Dr. Williams and Dr. Volberg were the principal investigators of the Social and Economic Impacts of Gambling in Massachusetts ("SEIGMA") project. Director Vander Linden explained that in 2013, the Commission selected a research team from the University of Massachusetts - Amherst School of Public Health and Health Sciences to carry out the SEIGMA study to investigate the impact of casinos in the state. The study collected extensive data resulting in 55 reports and academic publications which Dr. Williams presented during the meeting. *The SEIGMA study report was included in the Commissioners' Packet on pages 12 through 278.*

Dr. Williams began the presentation by thanking the Commission for funding this important study. He gave a brief overview of the study, noting that it collected data from the years 2013-2024, was funded by the Commission, and involved research on the three casinos introduced in Massachusetts between 2015-2019: PPC, MGM Springfield ("MGMS"), and Encore Boston Harbor ("EBH"). He then summarized the impacts of casino gaming with findings organized into Social and Health Impacts, Economic and Fiscal Impact, and Overall Impacts and Conclusions. He noted a significant increase in overall economic activity and employment, particularly in areas close to the casinos, derived largely from the spending by at-risk and problem gamblers.

Dr. Williams also made recommendations for adding a fourth casino in Massachusetts and for a reduction in the casino industry's financial reliance on at-risk and problem gamblers.

Commissioner Hill thanked Dr. Williams for a great presentation and asked if he could explain how illegal gambling is defined according to the report. Dr. Williams explained that it was largely defined through means of "back room" gambling or wagering. He also noted that crime statistics regarding illegal gambling were collected in the report, but they did not provide much information about what constituted the illegal gambling offenses. However, there were news reports that largely pointed towards sports betting.

Commissioner Hill then asked Dr. Williams to clarify if he stated that with an increase in online gambling or online casinos, there was a decrease in brick-and-mortar revenues. Dr. Williams stated that the presentation did indicate that but clarified that these participation rates were affected by COVID-19 restrictions. He added that there is research from other jurisdictions that show online gambling largely does not cannibalize brick and mortar. Instead, it is another add-on for when casinos are closed. Dr. Williams assured the Commission that there was not much to worry about in terms of negative impacts on brick-and-mortar casinos.

Commissioner Hill noted that the report states that 51.5% of Rhode Island revenue comes from Massachusetts and asked if Dr. Williams had done reporting on what amount of New Hampshire revenue comes from Massachusetts, considering the proposed casinos coming to the area. Dr. Williams answered that the report focused on large casinos, and at the time of the study, there were no large casinos in New Hampshire. He explained that the researchers chose the casinos that Massachusetts residents were largely going to. He noted that New Hampshire was certainly getting some revenue from Massachusetts residents, and the new casinos would undoubtedly attract more. He did not have a quantifiable figure to provide to Commissioner Hill. However, he estimated it would be lower than Rhode Island and Connecticut and more in the realm of New York which is around 2-3%.

Commissioner Hill noted that for PPC specifically, there are no table games offered, sending many individuals to Rhode Island for that service. He asked Dr. Williams if they would recapture those Massachusetts residents that are traveling to Rhode Island casinos if PPC was able to offer table games. Dr. Williams responded that most revenue comes from slots rather than tables. He said that while it was true that PPC would garner more revenue if they offered table games, it would always be second to the revenue generated from slots. He stated that including tables would make the casino more attractive, and from an economic standpoint, it would be beneficial. Commissioner Hill thanked Dr. Williams and his fellow Commissioners for giving him the time to ask his questions.

Commissioner O'Brien noted that sports betting was not included in this report and that it will be interesting to see what impact that will have in the future. Interim Chair Maynard noted that the economic benefits of casinos far outweigh the losses. The Commission will have to strike a balance to maximize the benefits and minimize the harms. He said that the work the Commission and Director Vander Linden were doing to achieve this makes him proud to be a part of the Commission.

b. [GameSense Quarterly Report](#) (1:06:13)

Director Vander Linden introduced the following individuals to present the GameSense quarterly report: Chief Executive Officer of the Massachusetts Council on Gaming and Health Marlene Warner, Chief Marketing Officer Janine Ruggiero; GameSense Manager at MGMS Aisha Shambley, Director of Programs Diversity, Equity, Inclusion and Belonging Shekinah Hoffman, and Director of Recovery Services Jodie Neally.

Their presentation included Q1 insights, community engagement, peer support services, and Q2 developments. *The full quarterly report was included in the Commissioners' Packet on pages 279 through 300.*

Commissioner O'Brien said she loved the work the team was doing and thanked them for presenting at the meeting. Interim Chair Maynard thanked GameSense Manager Aisha Shambley for her work and noted that the staff at MGMS were very happy with everything she was doing. Commissioner Hill thanked the team for the update and said he appreciated all the great work. Chief Executive Officer Warner thanked the Commission for all the support and stated she and her team feel blessed to be able to connect with patrons who need them.

Director Vander Linden emphasized that what was presented today was research in action and thanked the GameSense team for learning and changing their practices to be more effective. He also stated that the work of the GameSense team is key for the Commission's work to achieve minimizing gambling harm while maximizing the economic benefits.

4. [Sports Wagering Division](#) (1:58:34)

a. Update to House Rules

The Commission reconvened after a short break. A roll call was taken, and three commissioners were present.

Chief of the Sports Wagering Division Carrie Torrisi noted that the Fanatics house rules update be held until the next meeting to allow for further review.

Andrew Steffen, Sports Wagering Operations Manager, introduced the update from PPC for their retail sportsbook house rules. He explained the requested change was to swap all mentions of the sportsbook at PPC to ESPN Bet. PPC is in the process of rebranding their retail sports book to ESPN Bet and are updating their house rules to reflect these changes. He noted that the changes would not go into effect until the rebrand is completed, regardless of approval by the Commission. He stated that the update would result in 74 references in PPC's house rules being changed. *A memo regarding the update to PPC's house rules was included in the Commissioners' Packet on page 301.*

Commissioner O'Brien asked if it would make more sense to approve the update to the house rules contingent on the timing of the rebrand. Chief Torrisi said there would be no issue if the Commission wanted to hold off on voting on this matter. General Counsel Todd Grossman stated

that the Commission could consider making any motion contingent on the rebrand but noted that the sentiment was clear either way.

Commissioner O'Brien moved that the Commission approve the updates to PPC's house rules, the timing of which is to be contingent upon the rebranding of the sports book, as included in the Commissioners' packet and discussed here today. Commissioner Hill seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Interim Chair Maynard: Aye.*

*The motion passed unanimously, 3-0.*

5. [Community Affairs Division](#) (2:02:23)

a. Adoption of PPC Renewal Procedures

Justin Stempeck, Deputy General Counsel, introduced an outline and proposed letter for the Commission's review to send to PPC with respect to the upcoming renewal of their Category 2 gaming license. *The materials regarding the proposed renewal procedures were included in the Commissioners' Packet on pages 304 through 317.* This will be PPC's second time going through the renewal process. The last renewal was in 2020. Deputy General Counsel Stempeck noted that the Commission would be largely replicating the process from 2020 by way of a letter outlining the request for licensing which also includes a proposed timeline, outlines a license renewal fee, and discusses various hearings. He recommended that the Commission consolidate the two separate May meetings scheduled for this matter and instead handle them as one adjudicatory meeting. Deputy General Counsel Stempeck suggested making the change to the scheduled meetings in May 2025 before sending the letter to PPC and adding that caveat to any motion. Commissioner O'Brien asked leave open the possibility for separate meetings should the need arise. Deputy General Counsel Stempeck stated that there was plenty of time to send this letter out, and he would include that qualifier in the timeline. Interim Chair Maynard and Commissioner Hill noted their agreement with Commissioner O'Brien.

Commissioner O'Brien moved that the Commission approve the renewal procedures and timeline for the renewal of PPC's category 2 gaming license and further approve the issuance of a letter to PPC commemorating such as included in the Commissioners' Packet and further discussed and amended here today. Commissioner Hill seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Interim Chair Maynard: Aye.*

*The motion passed unanimously, 3-0.*

6. [Finance](#) (2:06:56)

a. FY2025 First Budget Update

Chief Financial and Accounting Officer (“CFAO”) Derek Lennon presented the FY2025 Budget Update. *A memo regarding the FY25 Budget Update was included in the Commissioners’ Packet on pages 318 through 327.*

CFAO Lennon explained that the Commission approved a FY2025 budget of \$59.54 million funded from the Gaming Control Fund, the Racing Oversight Trust Fund, the Sports Wagering Control Fund, the Community Mitigation Fund, and the Public Health Trust Fund. He noted that in this quarterly update, the Commission is increasing spending projections for the Gaming Control Fund, the Sports Wagering Control Fund, and the Public Health Trust Fund. Along with this, CFAO Lennon introduced other important adjustments to certain funds, all reflected in the memo provided to Commissioners.

7. [Investigations and Enforcement Bureau](#) (2:12:04)

Caitlin Monahan, Director of the Investigations and Enforcement Bureau, introduced the three matters that the IEB would be discussing during the meeting. *A memo regarding the noncompliance matters was included in the Commissioners’ Packet on page 328.*

- a. Briefing on noncompliance matter related to Temporary Category 3 Sports Wagering Licensee BetMGM, LLC and discussion regarding next steps. Alleged noncompliance relates to offering wagering on unauthorized event in violation of 205 CMR 247.01(1), 205 CMR 247.01(2)(i), and the Massachusetts Sports Wagering Catalog. ([2:12:37](#))

Enforcement Counsel Diandra Franks reviewed a noncompliance matter involving BetMGM, LLC related to wagering on the Ladies Professional Golf Association (“LPGA”) and asked the Commission to share their thoughts on the next steps regarding this matter. Commissioner O’Brien recommended that this matter be sent to IEB and noted she was curious as to how wagering went undetected for so long. Director Monahan asked Commissioner O’Brien to clarify if she wanted the matter sent to IEB so they could perform an evaluation to determine if there should be a monetary penalty or if she would like an adjudicatory hearing with the IEB acting as a party. Commissioner O’Brien stated she was leaning towards an adjudicatory hearing because of the length of time in which wagering was occurring. Interim Chair Maynard stated he would be okay with giving this matter to the IEB with an update to the Commission. Commissioner Hill stated he agreed with Interim Chair Maynard. Director Monahan stated that under the regulations, the Commission could refer the matter to the IEB to complete its investigation, and if the IEB determined that a penalty was warranted, in that process, the IEB could give the Commission the information they requested regarding why and how this issue went undetected for so long.

Commissioner O’Brien suggested that this could come in the form of a presentation to the Commission when the IEB reaches their recommendation. Upon hearing the recommendation,

the Commission could either adopt the IEB's recommendation or proceed with an adjudicatory hearing.

- b. Briefing on noncompliance matter related to Temporary Category 3 Sports Wagering Licensee Betfair Interactive LLC, d/b/a FanDuel and discussion regarding next steps. Alleged noncompliance relates to offering wagering on unauthorized event in violation of 247.01(1), 205 CMR 247.01(2)(i), and the Massachusetts Sports Wagering Catalog. ([2:17:36](#))

Counsel Franks reviewed the next noncompliance matter involving FanDuel offering wagering on the PGA and asked the Commission for their preference on the next steps. She noted that the noncompliance was discovered in response to an email sent by the Sports Wagering Division notifying operators that the PGA was not approved at that time. Commissioner O'Brien asked for clarification as to when the original email regarding this matter was sent out. Counsel Franks stated it went out on May 14, 2024, with the catalog being amended in June.

Commissioner O'Brien noted her concern with the amount of time that wagering was permitted. She stated this matter should be treated similarly to the previous matter for consistency. Interim Chair Maynard and Commissioner Hill both shared their agreement.

- c. Discussion regarding the financial suitability investigation process for sports wagering operator and vendor licenses, including the use of outside entities to assist in said investigations and a draft amended statement of work for RSM ([2:20:26](#))

Director Monahan discussed the financial suitability investigation process for sports wagering operator and vendor licenses, including the use of outside entities to assist in said investigations. Financial Investigations Division Chief Monica Chang noted that the Commission previously discussed and accepted the IEB's recommendation to continue to utilize RSM for the remainder of the suitability engagement but asked that certain amendments be made to the statement of work with RSM. Chief Chang noted that these matters are summarized in the memo provided to the Commission, including language regarding conflicts of interest, which she reviewed for commissioners.

Interim Chair Maynard asked for clarification whether the Commission itself would get to review any waivers requested related to conflicts of interest. Chief Chang noted that what has been presented by RSM thus far was not considered to be a conflict; therefore, the IEB has not brought it forward to the Commission. Director Monahan clarified that if RSM did request a waiver, the waiver request would come before the Commission.

Commissioner O'Brien noted that she did not disagree with the information presented but asked whether this changed the financial analysis relative to the extension of RSM's contract. She stated that there are rationales in favor of staying with RSM through the process but also arguments to bring in a supplemental agency. Director Monahan stated that under the IEB's proposal, some of the vendor entities would be investigated by the Commission, others by the RSM, and the rest by what she called "sister agencies" to RSM. Commissioner O'Brien asked if RSM selects these agencies and what the compensation would be. Chief Chang stated that they

have not yet notified RSM that they may select these agencies, but she does not foresee any issues. Chief Chang further stated use of any sister agencies through RSM is included in the Commission's contract with RSM. Director Monahan clarified that they could consider engaging with other companies but noted they are not currently doing so.

Next, Chief Chang discussed the sports wagering vendors under financial suitability review, categorizing 30 of them, with the potential for two more, into three classes: ones that are providing goods and services to the operators, ones identified with some form of conflict, and the remaining vendors with no conflict. Chief Chang discussed recommendations for each of the classes of vendors. She also noted that the Commission previously approved two contractors within the financial investigations team.

Chief Chang discussed the last section of the memo, noting the contract extension with RSM and the estimated obligation for the entire contract has been updated from the original arrangement.

General Counsel Grossman noted that since this is a proposal to be provided to RSM, the Commission may consider what authority others may have to accept other counterproposals without coming before the Commission. Commissioner Hill stated he would like any counterproposal to come before the Commission for discussion. Interim Chair Maynard added that he wanted to discuss the matter as much as possible in a public session for transparency purposes. Commissioner O'Brien agreed with this sentiment and asked if the Commission was walking away from potential cost savings in relation to using RSM's sister contractors, even if the Commission hasn't reached out to any of these contractors yet. She emphasized that it is something the Commission should keep in mind to stay cost efficient.

Commissioner O'Brien moved that the Commission approve the amended statement of work for RSM as included in the Commissioners' packet and further discussed here today. Commissioner Hill seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Interim Chair Maynard: Aye.*

*The motion passed unanimously, 3-0.*

#### 8. [Commissioner Updates](#) (2:48:47)

The Commissioners had no updates to share.

#### 9. [Other Business](#) (2:48:54)

Hearing no other business, Interim Chair Maynard requested a motion to adjourn.

Commissioner Hill moved to adjourn. The motion was seconded by Commissioner O'Brien

*Roll call vote:*

*Commissioner O'Brien: Aye.*  
*Commissioner Hill: Aye.*  
*Interim Chair Maynard: Aye.*  
*The motion passed unanimously, 3-0.*

**List of Documents and Other Items Used**

1. [Notice of Meeting and Agenda](#), dated October 22, 2024
2. [Commissioners' Packet](#) from the October 24, 2024, meeting (posted on massgaming.com)





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## Massachusetts Gaming Commission Meeting Minutes

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**Date/Time:** July 1, 2025, 10:00 a.m.  
**Place:** Massachusetts Gaming Commission  
VIA CONFERENCE CALL NUMBER: 1-646-741-5292  
PARTICIPANT CODE: 112 636 5360

The Commission conducted this public meeting remotely utilizing collaboration technology. Use of this technology was intended to ensure an adequate, alternative means of public access to the Commission's deliberations for any interested member of the public.

### **Commissioners Present:**

Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

#### 1. [Call to Order](#) (00:00)

Chair Maynard called to order the 557<sup>th</sup> Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted, and all five commissioners were present for the meeting.

#### 2. [Meeting Minutes](#) (00:44)

*The minutes from the February 21, 2024 public meeting, March 21, 2024 public meeting, May 22, 2025 public meeting, and May 27, 2025 public meeting were included in the Commissioners' Packet on pages 4 through 46.*

Commissioner Skinner moved that the Commission approve the minutes from the February 21, 2024 and the March 21, 2024 public meetings that are included in the Commissioners' Packet, subject to any necessary corrections for typographical errors or other non-material matters. Commissioner O'Brien seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Abstain.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 4-0 with one abstention.*

Commissioner Skinner moved that the Commission approve the minutes from the May 22, 2025 public meeting that are included in the Commissioners' Packet, subject to any necessary corrections for typographical errors or other non-material matters. Commissioner Hill seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Aye.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 5-0.*

Commissioner Skinner moved that the Commission approve the minutes from the May 27, 2025 public meeting that are included in the Commissioners' Packet, subject to any necessary corrections for typographical errors or other non-material matters. Commissioner Hill seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Abstain.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Aye.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 4-0, with one abstention.*

### 3. [Legislative Update](#) (03:41)

Commissioner Hill explained that the budget bill passed the legislature and was sent to the Governor, and that the Governor had 10 days to veto parts of the bill. He stated that the line-item appropriation regarding payments to cities and towns hosting racing facilities was funded by the House of Representatives but later removed by the Senate and that those payments were eliminated from the budget.

Commissioner Hill explained that Section 13 of the budget bill contains language that would align G.L. c. 23N with G.L. c. 23K regarding the disclosure of publicly sensitive information.

Commissioner Hill explained that Section 104 of the budget bill set the distribution of revenue for category one licensees through Fiscal Year 2026. He stated that unless modified for Fiscal Year 2027, the rates would return to those stated in G.L. c. 23K. He stated that the budget did not include a distribution to the Community Mitigation Fund.

Commissioner Hill stated that the Attorney General's Office sought increased funding from the Commission's control fund for enforcement actions as currently, the Attorney General's Office can only be reimbursed \$3,000,000. He stated that this legislative change was not adopted by the Conference Committee. He noted that the Commission would continue to work with the Attorney General's Office to identify alternative sources of funding.

#### 4. [Administrative Update](#) (08:32)

##### a. Discussion regarding Chief Information Officer and General Counsel staff vacancies

Executive Director Dean Serpa provided an update on postings for open positions with the Commission: Chief Information Officer ("CIO") and General Counsel. *Information regarding the postings for the open CIO and General Counsel positions was included in the Commissioners' Packet on pages 47 through 58.*

Executive Director Serpa explained that the two roles were identified as major policy-making positions which required annual statements of financial interest. He noted that Commission Hiring Policy 103.01 required the Executive Director to come before the Commission to determine if the Commission had a preference for involvement in the hiring process for these two roles.

After a brief discussion ascertaining interest in the hiring committees, Chair Maynard used his authority as the Chair in accordance with the Commission Hiring Policy 103.01(a) to designate himself and Commissioner Brodeur to participate in the Hiring Committee for the General Counsel position.

Chair Maynard then used his authority as the Chair in accordance with the Commission Hiring Policy 103.01(a) to designate Commissioner Skinner and Commissioner O'Brien to participate in the Hiring Committee for the CIO position.

##### b. [Update on weapons detection](#) (18:37)

Caitlin Monahan, Director of Investigations and Enforcement Bureau, explained that 205 CMR 138.20 prohibited possession of firearms within or on the premises of a Massachusetts gaming establishment. She stated that as of the end of May, all three casinos in Massachusetts had installed weapons detection systems at each entrance that were operated 24/7. She stated that some casino patrons had expressed gratitude that the weapons detection systems had been installed.

#### 5. [Succession of Officer Positions](#) (21:40)

Commissioner Skinner moved in accordance with G.L. c. 23K, § 3(f) that the Commission appoint Commissioner Brodeur as Secretary for a term of one year. Commissioner O'Brien seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Aye.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 5-0.*

Commissioner Hill moved in accordance with G.L. c. 23K, § 3(f) that the Commission appoint Commissioner Skinner as Treasurer for a term of one year. Commissioner O'Brien seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Aye.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 5-0.*

## 6. Racing Division (27:06)

### a. Massasoit Greyhound Association, Inc. request to approve Churchill Downs Technology Initiatives Company platforms Twin Spires and DK Horse, LLC as Advance Deposit Wagering Providers in accordance with 205 CMR 6.20 (27:08)

Before discussion began, Commissioner Hill expressed that he was still trying to understand the ramifications of what was being asked of the Commission regarding the Massasoit Greyhound Association's request to approve a new advance deposit wagering ("ADW") provider. He requested that the Commission postpone a vote on this topic to another meeting as he had a lot of unanswered questions. Commissioner O'Brien stated that she respected Commissioner Hill's request and asked that the Commission begin conversations on this topic but postpone the vote.

Chair Maynard stated that the Commission could begin initial conversations regarding this topic and receive further briefing before voting on this matter at a later meeting. Interim General Counsel Justin Stempeck stated that he would briefly frame the issue and then allow for comments from the stakeholders.

Counsel Stempeck explained that Massasoit Greyhound Association d/b/a Raynham Park ("Raynham") had requested an additional ADW provider. He noted that the additional ADW provider requested by Raynham, Churchill Downs Technology d/b/a TwinSpires ("TwinSpires"),

previously worked with Suffolk Downs (“Suffolk”). He noted that an interesting legal question arose when reviewing Raynham’s request. *A memorandum regarding Raynham’s request and stakeholder statements were included in the Commissioners’ packet on pages 59 through 72.*

Counsel Stempeck explained that the language in G.L. c. 128A, § 5(c) permits advanced deposit wagering by licensees and also contains language referring to G.L. c. 128C, which is the simulcasting statute. G.L. c. 128C contains limitations on simulcasting by the different licensees. He stated that based on the language in these statutes, it could potentially be interpreted that the simulcast wagering limitations also applied to ADW wagering under the statute. He stated that there was no case law regarding this issue and that the Commission would need to resolve the interpretation issue.

Chair Maynard invited the stakeholders to comment on the issue. Jed Nosal, outside counsel for Raynham, stated that he believed there was a clear distinction between G.L. c. 128A, § 5(c) and the section regarding limitations on simulcast wagering. He noted that Raynham was not requesting something new and that Suffolk previously contracted with TwinSpires. He stated that the Commission had previously approved similar agreements.

Andrew Silver, counsel for TwinSpires, stated that this was not a fresh issue, and that Raynham had offered ADW for decades. He stated that the limitations in the statute only referred to simulcasting and not ADW. He stated that he disagreed with written comments provided by Plainridge Park Casino (“PPC”) that they were the only licensee that could offer ADW.

Chair Maynard stated that the Commission intended to protect the industry, jobs within the industry, and revenue to the Commonwealth. He stated that he wanted to hear from all other stakeholders before continuing the discussion. Commissioner O’Brien stated that the issue seemed more complex than at first blush.

Steve O’Toole, Director of Racing from PPC, stated that simulcast restrictions were required by the legislature to create a delicate balance between licensees. He explained that the statute protected the interests of live racing, and that while former racing licensees could conduct simulcasting, only tracks with live racing had the ability to offer ADW. He stated that PPC was the only track conducting live racing in the Commonwealth, and that Raynham was precluded by law from having live racing.

Attorney Nosal stated that live racing was not required for ADW. He stated that the language was “each person licensed to conduct” and that there was no live racing requirement.

Paul Umbrello, the Executive Director of the New England Horsemen’s Benevolent and Protective Association (“NEHBPA”), stated that he did not believe live racing should be a requirement for ADW because ADW helps health and welfare programs and breeding programs. He stated that federal law allowed the NEHBPA to take in both simulcast and ADW signals. He stated that the NEHBPA signs an agreement with Suffolk annually to take in premiums on their ADW wagering and that the NEHBPA would be at risk of losing premiums if TwinSpires moved to Raynham. He stated that premiums should continue to be paid to the NEHBPA for as long as

simulcast and ADW signals continue, and that it benefits the thoroughbred horse programs. He stated that the language in the statute needed to be amended to be clarified.

Counsel Stempeck pointed out that one critical component in this discussion was the reference in G.L. c. 128A to follow G.L. c. 128C. He noted that this was not addressed by any parties' statements other than a narrow interpretation argued in TwinSpires' letter. He noted that the parties may want to submit a written statement on this specific topic. He stated that while there are arguments about past practices, the principles of estoppel do not apply to a government agency and the Commission has a right to review this issue anew.

Chair Maynard noted that the Commission was not a legislative body and could not rewrite the statute but that the Commission could interpret the statutory language. He stated that balances and equities were considered when drafting past limitations and that he hoped the parties could collaborate to achieve a resolution.

Commissioner O'Brien requested that, as Counsel Stempeck suggested, the parties submit additional written statements to the Commission. Commissioner Hill expressed that he would like to review this issue through a new lens. He stated that once all information was presented, the Commission would have to decipher what the law requires and adhere to that law. Chair Maynard reiterated that the Commission had approved ADW signals in the past, and that he would want more details as to why this issue was not raised at that point. He stated that he looked forward to additional comments.

## 7. [Sports Wagering Division](#) (1:31:03)

### a. [House Rules Update – Fanatics](#) (1:31:14)

Sports Wagering Compliance and Operations Manager Andrew Steffen presented proposed updates to Fanatics' House Rules. *The proposed house rules revisions were included in the Commissioners' Packet on pages 73 through 76.*

Commissioner Hill moved that the Commission approve the updates to Fanatics' house rules as included in the Commissioners' Packet and discussed here today. Commissioner Brodeur seconded the motion.

*Roll call vote:*

*Commissioner O'Brien: Aye.*

*Commissioner Hill: Aye.*

*Commissioner Skinner: Aye.*

*Commissioner Brodeur: Aye.*

*Chair Maynard: Aye.*

*The motion passed unanimously, 5-0.*

## 8. [Research and Responsible Gaming](#) (1:33:54)

a. Presentation of report, “Diversity in Sports Wagering and Recommendations for Future Practices in the Massachusetts Industry”

Director of Research and Responsible Gaming Mark Vander Linden introduced Rachel Volberg, Research Professor at University of Massachusetts Amherst and Principal Investigator for Social and Economic Impacts of Gambling in Massachusetts (“SEIGMA”), and Mark Melnik, Director of Economic and Public Policy Research at the UMass Donahue Institute and Principal Investigator for SEIGMA.

Dr. Volberg and Dr. Melnik presented a report titled “Diversity in Sports Wagering and Recommendations for Future Practices in the Massachusetts Industry,” with topics that included defining key players, research strategy, data collection, qualitative and quantitative findings, workforce diversity, vendor diversity, and recommendations. *The report and presentation were included in the Commissioners’ Packet on pages 77 through 241.*

Commissioner O’Brien noted that the number of women employed in sports wagering was low industry-wide and asked if Massachusetts was consistent with the national average. Dr. Melnik stated that Massachusetts was lower than the national average but not significantly so. Commissioner O’Brien asked if there was a way to differentiate data for women in supervisory or management roles. Dr. Melnik stated that the information was differentiated by management in the full report. Dr. Volberg noted that there was a high proportionate number of women at the executive level in the mobile sports wagering sector.

Commissioner Skinner noted that the Commission conducted a diversity audit of category one licensees and that she saw some overlap with the findings presented regarding the difficulty of businesses being able to receive certification. She stated that the Commission developed a subgroup to investigate those findings with more detail. She stated that the Commission would develop recommendations to assist in the certification process. She stated that the audit was focused on category one operators, but diverse business vendors would benefit.

Commissioner Brodeur noted that the Commission partnered in the past with the Supplier Diversity Office (“SDO”) to create connections and assist businesses with navigating the certification process. He inquired as to whether the Commission should focus on assisting with the certification process or continue to seek the assistance of the SDO. Dr. Volberg stated that the Commission should do both. She stated that the certification process was difficult in her personal experience. She stated that partnering with the SDO was important, but that the Commission should educate business owners as to what services the Commission purchases.

Commissioner Brodeur asked if the issue was that there was a small pool of individuals who navigated the certification process, or whether it was because there was a smaller pool of individuals or businesses who qualified for certification. Dr. Melnik stated that both of those situations created issues. He stated that there was also the broader issue of interactions between generational wealth, inequities, and race. He stated that small businesses required the owner to tap into wealth resources, which is more difficult due to the economy not being as strong as it once was.

Commissioner Brodeur noted that the SDO had resources available through a directory and dashboard and asked if those resources had an impact on the marketplace. Dr. Melnik stated that information was available, but that it could be daunting to find that information. Dr. Volberg stated that materials on the website were helpful, but due to the amount of information requested, the process of becoming certified still had significant legal and accounting costs.

Commissioner Brodeur asked if the study had any information on the subsector of diversity work regarding the intellectual disability community. Dr. Melnik stated that there were questions as to how to best induce labor force participation rates for underrepresented populations. He stated that labor force participation was low for individuals with disabilities, and that there would have to be a focus on identifying opportunities tailored to that community.

Chair Maynard noted that the Commission always inquired about workforce and supplier diversity during quarterly reports. He stated that the Commission collaborated with the SDO and would continue to expand its efforts.

Finance & Budget Office Manager John Scully stated that the Commission staff worked diligently to increase diversity. He stated that on June 16, 2025, the Commission held a joint event with the SDO and licensees. Chief Financial and Accounting Officer (“CFAO”) Derek Lennon stated that the Commission procured Supplier.io through a diverse vendor on the statewide contract. He stated that the procurement would help the Commission find diverse businesses in Massachusetts and assist in getting the businesses certified.

## 9. [Legal](#) (2:58:22)

### a. [205 CMR 256 – Sports Wagering Advertising - Discussion and Review of Regulation Amendments and Small Business Impact Statement for authorization to finalize the promulgation process by Commission](#) (2:58:56)

Interim General Counsel Stempeck presented proposed amendments to 205 CMR 256 clarifying the scope of the regulation and further to add language requiring marketing and advertising disclosures. *A memorandum, draft amended regulation, amended small business impact statement, and public comments were included in the Commissioners’ Packet on pages 242 through 258.*

Counsel Stempeck stated that he reviewed the public comments regarding this regulation and that he recommended moving forward with the language as written.

Commissioner O’Brien moved that the Commission approve the amended small business impact statement and draft of 205 CMR 256 included in the Commissioners’ Packet and discussed here today, and further that staff be authorized to take the steps necessary to file the required documentation with the Secretary of the Commonwealth to finalize the regulation promulgation process. The motion was seconded by Commissioner Skinner.

*Roll call vote:*

*Commissioner O’Brien:           Aye.*



*Commissioner Hill: Aye.*  
*Commissioner Skinner: Aye.*  
*Commissioner Brodeur: Aye.*  
*Chair Maynard: Aye.*

*The motion passed unanimously, 5-0.*

10. [Investigations and Enforcement Bureau](#) (3:03:56)

a. [Review of the IEB's Recommendation of Assessment of a Civil Administrative Penalty pursuant to 205 CMR 232.02\(2\), regarding noncompliance with Knowledge Based Authentication requirements by American Wagering Inc., d/b/a Caesars Sportsbook](#) (3:04:12)

Zac Mercer, Senior Enforcement Counsel, stated the Investigation and Enforcement Bureau ("IEB") recommended the assessment of a civil administrative penalty in the amount of \$10,000 to American Wagering Inc. d/b/a Caesars Sportsbook ("Caesars") for a non-compliance event occurring between September 1, 2023 and April 30, 2024. He explained that the regulation implicated was 205 CMR 248.04(4), which required the use of knowledge-based authentication ("KBA") questions during account establishment for sports wagering accounts.

Counsel Mercer noted that the IEB initially briefed the Commission on this matter at the July 11, 2024 public meeting and returned to the Commission with additional information at the February 6, 2025 public meeting. He stated that Caesars was cooperative during the extensive investigation and that Caesars agreed with the IEB's recommendation after review.

The Commission reached a consensus to adopt the IEB's recommendation and impose a \$10,000 civil administrative penalty on Caesars.

11. [Finance](#) (3:07:55)

a. [FY26 Budget Approval](#) (3:08:03)

CFAO Lennon presented the FY26 Budget for approval, with topics that included total budget regulatory costs, assessments on licensees, and department budgets. *The FY26 budget was included in the Commissioners' Packet on pages 259 through 345.* He noted that no public comments had been received.

Commissioner O'Brien moved that the Commission approve the proposed FY26 Budget as included in the Commissioners' Packet and discussed here today. Commissioner Skinner seconded the motion.

*Roll call vote:*  
*Commissioner O'Brien: Aye.*  
*Commissioner Hill: Aye.*  
*Commissioner Skinner: Aye.*  
*Commissioner Brodeur: Aye.*

*Chair Maynard:*                      *Aye.*  
*The motion passed unanimously, 5-0.*

12. [Commissioner Updates](#) (3:14:16)

There were no Commissioner updates.

13. [Other Business](#) (3:14:21)

Hearing no other business, Chair Maynard requested a motion to adjourn.

Commissioner Hill moved to adjourn. The motion was seconded by Commissioner Brodeur.

*Roll call vote:*  
*Commissioner O'Brien:*        *Aye.*  
*Commissioner Hill:*            *Aye.*  
*Commissioner Skinner:*       *Aye.*  
*Commissioner Brodeur:*       *Aye.*  
*Chair Maynard:*                *Aye.*  
*The motion passed unanimously, 5-0.*

**List of Documents and Other Items Used**

1. [Revised Notice of Meeting and Agenda](#) dated June 27, 2025
2. [Commissioners' Packet from the July 1, 2025, meeting](#) (posted on massgaming.com)



TO: Chair Maynard, Commissioners O'Brien, Hill, Skinner, and Brodeur

FROM: Mark Vander Linden, Director of Research and Responsible Gaming,  
Bonnie Andrews, Senior Research Manager

CC: Dean Serpa, Executive Director

DATE: August 14, 2025

RE: The Impact of Legalized Gambling on Recovery Communities: A Community-Based Participatory Research Study

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The Expanded Gaming Act enshrines the role of research in understanding the social and economic effects and mitigating the negative consequences of casino gambling in Massachusetts. To this end, with the advice of the Gaming Policy Advisory Committee, the Commission is charged with carrying out an annual research agenda to comprehensively assess the impacts of casino gambling in Massachusetts. Specifically, M.G.L. Chapter 23K §71 directs the research agenda to examine the social and economic effects of expanded gambling and to obtain scientific information relative to the neuroscience, psychology, sociology, epidemiology, and etiology of gambling. M.G.L. Chapter 23N §23 further expands this research agenda to encompass sports wagering.

To fulfill this statutory mandate, the Commission adopted a strategic research plan that outlines research in seven key focus areas, including community-engaged research. The objective of community-engaged research is to understand and address the impact of casino gambling in Massachusetts communities. The specific research topic or question is developed by the community through a community-driven process.

The 2018 Supreme Court decision overturning the Professional and Amateur Sports Protection Act (PASPA) led to a rapid expansion of legalized sports betting and gambling. This shift raised growing concern about its impact on vulnerable communities, particularly those in recovery from gambling and substance use disorders. With funding from the Massachusetts Gaming Commission, researchers from Texas Tech University (TTU) partnered with the Massachusetts Council on Gaming and Health (MACGH), individuals with a history of addiction, and mental health professionals to explore several key questions: how recovery—both generally and in the context of gambling disorder—is defined; what indicators of recovery progress can be targeted through intervention programs; which factors support or undermine recovery; and how legalized gambling impacts recovery communities.

Attached are the final report, research snapshot, and the presentation.



Massachusetts Gaming Commission

# MGC Research Snapshot

## The Impact of Legalized Gambling on Recovery Communities: A Community-Based Participatory Research Study June 2025

### What you need to know

This community-engaged research study explored the effects of legalized gambling on recovery communities. Key findings included a community-led definition of gambling recovery, a recommendation to stop using the term "responsible gaming" as it is harmful and stigmatizing, an identification of gaps in support and validation, and an initial recognition that legalized gambling is impacting the recovery process. Findings further highlight the need for recovery community voices to be included in discussions surrounding gambling policy. While existing resources for problem gambling provide an important foundation, they are not sufficient to address the growing scale and complexity of gambling-related harms—particularly in the rapidly expanding landscape following PASPA's repeal. Going forward, greater intentional and coordinated efforts are needed to expand access, improve visibility, and ensure that care systems are adequately resourced, culturally responsive, and prepared to meet rising demand.

### What is this research about?

The 2018 Supreme Court decision overturning the Professional and Amateur Sports Protection Act (PASPA) led to a rapid expansion of legalized sports betting and gambling. This shift raised growing concern about its impact on vulnerable communities, particularly those in recovery from gambling and substance use disorders. With funding from the Massachusetts Gaming Commission, researchers from Texas Tech University (TTU) partnered with the Massachusetts Council on Gaming and Health (MACGH), individuals with a history of addiction, and mental health professionals to explore several key questions: how recovery—both generally and in the context of gambling disorder—is defined; what indicators of recovery progress can be targeted through intervention programs; which factors support or undermine recovery; and how legalized gambling impacts recovery communities.

### What did the researchers do?

Using a community-based participatory research approach, fourteen individuals with a history of addiction and/or expertise in mental health formed a Community Research Team (CRT) and partnered with researchers from TTU and MACGH. Together, the team

conducted six 90-minute focus groups to explore recovery experiences and perceptions of legalized gambling. Researchers analyzed the qualitative data and identified key themes, with ongoing input from CRT members to ensure findings reflected both lived and professional perspectives.

### What did the researchers find?

Key findings included:

- **Stop Using "Responsible Gaming:"** The term "responsible gaming" is harmful and stigmatizing. There is a need to develop an alternative term that is ideally informed by a future CBPR study focused on harm reduction from players' own perspectives.
- **Gambling Recovery Defined:** The CRT successfully developed a recovery definition that focuses on personal commitment toward recovery and overall growth and healing from the harms of gambling disorder. The definition also emphasizes setting personalized recovery goals, actively engaging in a positive support network, and engaging in meaningful activities beyond gambling. It is expected that this definition will serve as the foundation for a future recovery measure.



- **Validation and Support Gaps:** Individuals in recovery from gambling disorder often feel invalidated in their experiences and struggle to identify supportive resources. It is recommended that resources be increased to address problem gambling and greater awareness campaigns be launched to de-stigmatize gambling disorder.
- **Legalized Gambling is Impacting Recovery Process:** Legalized gambling has increased risks for recovery communities, highlighting the urgent need for education, access to care, and culturally responsive, well-resourced support systems.

## Conclusions and Recommendations

Findings highlight the need for recovery community voices to be included in discussions surrounding gambling policy. Future efforts should emphasize responsive regulation, targeted interventions, and inclusive, well-resourced supports for those in recovery.

Recommendations for future research include continuing to explore the impact of legalized gambling on the recovery process; such research could inform future interventions and policy efforts aimed at protecting recovery communities in an increasingly gambling-saturated environment.

## About the researchers

The TTU research team included two doctoral students—Travis Spencer (Couples, Marriage and Family Therapy) and Michelle Strong (Addictive Disorders and Recovery Studies)—and Dr. Devin Mills, Associate Professor in the Department of Community, Family and Addiction Sciences. They thank the 14 members of the CRT who contributed their voices and expertise for this study. For more information, contact Dr. Mills at [devin.mills@ttu.edu](mailto:devin.mills@ttu.edu).

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## Key Words

Recovery; Community Engaged Research

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DEPARTMENT OF  
**COMMUNITY, FAMILY &  
ADDICTION SCIENCES**

TEXAS TECH  
College of Health & Human Sciences

## **The Impact of Legalized Gambling on Recovery Communities: A Community-Based Participatory Research Study**

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The Massachusetts Council on  
**GAMING AND HEALTH**



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## Suggested Citation and Contact Person

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## Authorship and Acknowledgements

### Authorship

**Travis J. Spencer**, Doctoral student in the Couples, Marriage, and Family Therapy in the Department of Community, Family, and Addiction Sciences at Texas Tech University. Mr. Spencer was responsible for data collection and analysis and led the drafting of this report.

**Michelle K. Strong**, Doctoral student in Addiction Disorders and Recovery Studies at Texas Tech University. Dr. Strong assisted with data collection and reviewed the draft of the report.

**Devin J. Mills**, Associate Professor in the Addiction Disorders and Recovery Studies at Texas Tech University and Principal Investigator of this project. Dr. Mills was the main facilitator of the CRT meetings.

**The Community Research Team**, named on the title page of this report, were the voices that make up the primary data used in this project.

### Acknowledgements

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Finally, we want to recognize and thank the members of the CRT. Your passion for recovery, your compassion for others, and your openness in sharing your stories was incredible. It was an honor to learn from you. We hope this report reflects your collective voice, informs future research on gambling disorder recovery, and highlights the strength and compassion of Massachusetts's remarkable recovery communities.

## Student Research Training Opportunities

This grant not only advanced our understanding of gambling recovery and the impact of legalized gambling on recovery communities (i.e., the primary research objectives), but also created critical research training opportunities for university students that would not have been otherwise possible. The support enabled meaningful student involvement in applied research—experiences that are often difficult to access without dedicated funding. Under the supervision of Dr. Devin Mills (Principal Investigator), both undergraduate and graduate students received hands-on training in qualitative research methods and completed Institutional Review Board (IRB) certifications. All students participated in ongoing team meetings where they engaged in data interpretation and considered the broader implications of the findings. Naturally, the work for undergraduate and graduate student research assistants varied.

Undergraduate research assistants were actively involved in key aspects of the project, including transcription, organizing field notes, and contributing to collaborative coding discussions. These experiences introduced them to the foundational principles of ethical and rigorous qualitative research.

Graduate students played a central role in executing the project and mentoring undergraduate research assistants. They supported Dr. Mills during focus groups, assisted with data interpretation, and helped lead analytical discussions during team meetings. Additionally, they received advanced training in qualitative methodology and contributed substantially to the writing of reports and manuscripts.

Moving forward, several students plan to use the data generated through this project to gain experience presenting at academic conferences, further enriching their professional development and academic trajectories.

On behalf of the two graduate and several undergraduate research assistants, we thank the Massachusetts Gaming Commission (MGC) for supporting these valuable training experiences. We hope that MGC will continue funding projects that not only advance gambling research but also provide students with meaningful hands-on learning alongside university faculty. We encourage other public and private agencies to invest in research partnerships with university researchers that foster both scientific progress and student development.

## Executive Summary

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The 2018 Supreme Court decision overturning the Professional and Amateur Sports Protection Act (PASPA) led to a rapid expansion of legalized sports betting and gambling. This shift raised growing concern about its impact on vulnerable communities, particularly those in recovery from gambling and substance use disorders. With funding from the Massachusetts Gaming Commission, this study explored the effects of legalized gambling on recovery communities—including individuals with lived experience and mental health professionals specializing in addiction treatment.

Fourteen individuals formed a Community Research Team (CRT), working with researchers from Texas Tech University and the Massachusetts Council on Gaming and Health. Using a community-based participatory research (CBPR) approach, the team conducted six 90-minute focus groups to explore recovery experiences and perceptions of legalized gambling. Researchers analyzed the qualitative data and identified key themes, with ongoing input from CRT members to ensure findings reflected both lived and professional perspectives.

### Key Takeaways

- Stop Using Responsible Gaming: The term “responsible gaming” is harmful and stigmatizing. There is a need to develop an alternative term that is ideally informed by a future CBPR study focused on harm reduction for players.
- Gambling Recovery Defined: The CRT successfully developed a recovery definition that focuses on personal commitment toward recovery and overall growth and healing from the harms of gambling disorder. The definition also emphasizes setting personalized recovery goals, actively engaging in a positive support network, and engaging in meaningful activities beyond gambling. It is expected that this definition will serve as the foundation for a future recovery measure.
- Validation and Support Gaps: Individuals in recovery from gambling disorder often feel invalidated in their experiences and struggle to identify supportive resources. It is recommended that resources be increased to address problem gambling and greater awareness campaigns be launched to de-stigmatize gambling disorder.
- Legalized Gambling is Impacting Recovery Process: Legalized gambling has increased risks for recovery communities, highlighting the urgent need for education, access to care, and culturally responsive, well-resourced support systems.

### Conclusion

Findings highlight the need for recovery community voices to be included in discussions surrounding gambling policy. Future efforts should emphasize responsive regulation, targeted interventions, and inclusive, well-resourced supports for those in recovery.

## Introduction and Aims

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The continued expansion of gambling across the U.S. that followed the 2018 Supreme Court decision declaring the Professional and Amateur Sports Protection Act of 1992 (PASPA) unconstitutional has raised widespread concerns regarding the impact of legalized gambling on various communities. Research on the impacts of legalized gambling within Massachusetts (MA) has largely validated these concerns. Specifically, several recent projects by the Social and Economic Impacts of Gambling in MA (SEIGMA) research team at the University of MA-Amherst have found that the introduction of casino gambling, sports betting, and other forms of legalized gambling has corresponded with a significant increase in gambling participation and heightened exposure to gambling-related harms, particularly among populations already experiencing economic stress, social marginalization, and health disparities (Volberg et al., 2021, 2022, 2023). While these findings provide a comprehensive understanding of the broad social and economic impacts of legalized gambling in MA, relatively little research has examined how legalized gambling uniquely affects individuals in recovery from gambling and substance use disorders. The present study addresses this gap in the literature through a community-based participatory research (CBPR) project that aimed to gather diverse perspectives on the impact of legalized gambling on recovery communities.

Specifically, we sought the following aims:

1. **Understanding and Defining Recovery:** Create an agreed definition of 'recovery' from gambling and substance use disorders, while examining varying perceptions and definitions.
2. **Assessment Metrics for Recovery Progress:** Identify an agreed set of metrics for assessing recovery from gambling and substance use disorders.
3. **Risk Factors and Support Systems:** Describe key factors that either support or undermine recovery progress, including gaps in support for recovery communities.
4. **Impact of Legalized Gambling:** Explore the unique impact of legalized gambling and sports betting on communities recovering from gambling and substance use disorders, focusing on their impact on relapse and wellbeing.

The MA Gaming Commission (MGC) has funded a substantial body of published research on the impact of legalized gambling across different MA communities, including veterans (Freeman et al. 2020), Asian Americans (Colby et al. 2022), females (Venne et al. 2020), and those living closest to casino venues (Evans et al. 2024). The present MGC-funded study builds on this extensive body of research in studying the impact of legalized gambling from the perspectives of individuals in addiction recovery and mental health professionals specializing in addiction treatment. Findings will offer policymakers a clearer understanding of how legalized gambling impacts individuals in addiction recovery and establish a foundation for future research on legalized gambling's role in the recovery process, which is especially timely within this rapidly changing gambling landscape in Massachusetts and across the U.S.

## Background: The Current Gambling Landscape

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Gambling is a popular recreational activity in which something of value, often money, is staked on the outcome of a chance-based event with the potential to win a greater reward. Nearly three in four U.S. adults participate in gambling each year (National Council on Problem Gambling, 2023). For many, gambling is a minimally harmful form of entertainment that can offer social and cognitive benefits (Basham & Luik, 2011; Desai et al., 2007). However, for some, gambling contributes to psychological, social, or financial harms. Furthermore, a smaller subset of players may develop a Gambling Disorder (GD); **a persistent pattern of gambling-related behaviors that result in significant distress and impairment** (Hodgins et al., 2011).

State prevalence estimates for GD range from <1% to >6% (Carliner et al., 2021; Harwell et al., 2023; Nower et al., 2017; Spare et al., 2023; Williams et al., 2012). Further, data from the National Council on Problem Gambling (NCPG) indicate that more than 20% of U.S. adults may be at-risk for gambling disorder, as evidenced by their endorsement of at least one problematic gambling behavior (NCPG, 2021).<sup>1</sup> However, these figures may underrepresent shifts in the prevalence of GD following the 2018 Supreme Court decision overturning PASPA, thus allowing states to legalize sports betting. As of 2025, 37 states and the District of Columbia have legalized sports betting, compared to only Nevada offering full-scale sports betting prior to 2018. Additionally, GD prevalence is only one metric of concern; overall gambling participation as well as the experience of mild to severe gambling harms among recreational players are also likely to have increased due to the rapid expansion of sports betting and the broader normalization of gambling in the U.S. (Browne et al., 2017; Langham et al., 2015).

As states across the U.S. continue to introduce new gambling opportunities, it becomes increasingly important to examine how these changes impact communities differently based on factors such as geography, race and ethnicity, biological sex, and histories of addiction or mental health challenges. The above-mentioned trends underscore the importance of understanding not only the risks associated with gambling participation, but also the potential unintended consequences of expanded legalized gambling for various communities.

### *Gambling in Massachusetts*

Massachusetts has played a prominent role in the rapidly evolving gambling landscape. Notably, in 1974, the state was the first to introduce scratch-off lottery tickets, which have since become one of the highest-grossing gambling products in the country. Scratch off tickets contribute significantly to overall state lottery revenues, often dwarfing the revenue of draw games such as Powerball and Mega Millions. The most recent financial reports for the MA Lottery revealed

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<sup>1</sup> The percentage of U.S. adults is not listed explicitly in the report. However, of the 73% of adults who gambled during the past year, 31% endorsed at least one problematic gambling behavior. Thus, 31% of 73% is 22.6% of U.S. adults.

revenues of \$6.17 billion with \$1.16 billion in profits (Massachusetts State Lottery Commission, 2024) These profits are distributed to the 350+ cities and towns across MA as unrestricted aid. Many of the municipalities spend this money on public safety, education programs, infrastructure, and community service projects, which offers an argument for keeping the lottery available.

In 2011, the state passed the Expanded Gaming Act (Massachusetts District Attorneys Association, 2011). This bill legalized full-scale casinos and online lottery options as well as excess taxes to fund public health services, including problem gambling awareness and prevention programming and expanded treatment services. Following the overturning of PASPA, sports betting was also legalized and active in 2023. There is early evidence that gambling participation and gambling harms are elevated for the state since the passage of the 2011 Act (Volberg et al. 2024). Interestingly, Volberg and colleagues' report did not find a significant increase in the prevalence of GD despite increases in gambling participation and gambling harms. Rather, the prevalence of GD remained between 1.5-2%. Yet, Volberg and colleagues did not explore differences across marginalized communities in this report. Indeed, studies have found differences in gambling participation, gambling harms, and GD across sex (Gartner et al., 2020; Jiménez-Murcia et al., 2020; Merkouris et al., 2016), age (Jiménez-Murcia et al., 2010; Nowak. 2018; Pettorruso et al., 2021; Subramaniam et al., 2015), and race (Alegría et al., 2009; Barnes et al., 2017). Thus, although not yet explored by Volberg and her team, it is likely that the impact of gambling expansion in MA has had a disproportionate impact on various communities, including addiction recovery communities, that may not be reflected in the aggregation of the observed prevalence rate.

### ***Defining Recovery and Assessing Recovery Progress***

Addiction recovery was originally defined from a medical perspective, where the emphasis was on the decrease in the severity of addiction symptoms. As a result, individuals were considered by many standards “in recovery” when the severity of addiction symptoms decreased or they were “sober” regardless of their intrapersonal or interpersonal well-being. However, most recent definitions for addiction recovery have turned the focus to personal growth and often do not mention a reduction in substance use or gambling engagement or even the extent to which the severity of addiction symptoms have decreased (Ashford et al., 2019; Best et al., 2016; White, 2007; Witkiewitz et al., 2020). This change in definition moved the emphasis of recovery from the overt addictive behavior to a person-centered perspective on the individual and their underlying unique needs. To date, numerous definitions for addiction recovery exist within both scholarly and mainstream literatures (Ashford et al., 2019; Nower & Blaszczynski, 2008; White, 2007), and several provided below.

*“Recovery is the experience (a process and a sustained status) through which individuals, families, and communities impacted by severe alcohol and other drug (AOD) problems utilize internal and external resources to voluntarily resolve these problems, heal the wounds inflicted*



*by AOD-related problems, actively manage their continued vulnerability to such problems, and develop a healthy, productive, and meaningful life” (White, 2007, p. 236).*

*“[Recovery is] a process of social identity change in which a person’s most salient identity shifts from being defined by membership of a group whose norms and values revolve around substance abuse to being defined by membership of a group whose norms and values encourage recovery (Best et al. 2016, p. 113).*

*“Recovery is an individualized, intentional, dynamic, and relational process involving sustained efforts to improve wellness” (Ashford et al. 2019, p. 183).*

*“[Recovery is] a dynamic process of change characterized by improvements in health and social functioning, as well as increases in well-being and purpose in life” (Witkiewitz et al. 2020, p. 10).*

*“Recovery is a process of change through which people improve their health and wellness, live self-directed lives, and strive to reach their full potential” (National Institute on Drug Abuse, 2025).*

Although these definitions do well in broadly capturing addiction recovery as an individualistic, dynamic, and multifaceted process of *growth*, they present challenges for translating into an assessable measure. This limitation hinders efforts to develop validated instruments that can reliably assess recovery trajectories, and thus, the ability to compare outcomes across individuals and interventions. The present research on the impact of legalized gambling on individuals in addiction recovery started with first establishing an agreed upon definition of recovery, including the specific metrics for recovery progress from the perspective of individuals in recovery from gambling and/or substance use disorders (SUDs) and mental health professionals specializing in addiction.

### ***Factors that Support versus Undermine Recovery***

There is a myriad of factors that support the addiction recovery process as well as factors that undermine this same process. In their seminal paper, Cloud and Granfield (2008) expanded upon their model of Recovery Capital as “the sum total of one’s resources that can be brought to bear on the initiation and maintenance of substance misuse cessation” (p. 1972). They present four general areas of capital, including human capital (e.g., education, skills, and mental and physical health), physical capital (e.g., tangible assets like housing and income), social capital (e.g., supportive relationships and social networks), and cultural capital (e.g., values, beliefs, and norms that support recovery). Research has demonstrated that greater recovery capital is associated with being in recovery for a longer period of time, less depression, and greater therapeutic adherence (Cano et al., 2017; Laudet & White, 2018; Sánchez et al., 2020) as well as recovery from gambling disorder (Gavriel-Fried, 2018; Gavriel-Fried & Lev-el, 2020). Although



mentioned within the literature as barriers (versus strengths) to recovery (Best & Hennessy, 2022; Gavriel-Fried & Lev-el, 2022), less research has been spent on identifying the impact these have beyond their unsurprising ill-effects to mental well-being and recovery milestones. In this context, the current study sought not only to replicate existing findings but also to deepen our understanding of how various supports and barriers shape the recovery process across gambling and substance use disorders.

### ***The Impact of Legalized Gambling on Addiction Recovery***

Many researchers, policy advocates, and public health officials have expressed grave concern about the potential harmful effects of legalized gambling in the U.S. and globally (Thomas et al., 2023; Ukhova et al., 2024; Yeola et al., 2025; Wardle et al., 2024). These concerns largely stem from research demonstrating GD to be associated with a myriad of negative consequences, including depression, suicide, unemployment and bankruptcy, criminal activity, strained interpersonal relationships, and reduced overall well-being (April & Weinstock, 2018; Dowling, 2021; Grant et al., 2010; Håkansson & Karlsson, 2020; Marchica et al., 2019; Syvertsen et al., 2024). Thus, the argument is that greater rates of gambling participation due to the increased availability of gambling will be associated with an elevation in percentage of individuals experiencing harms from gambling. Notably, much of this concern stems from the inadequate, or entirely absent, mental health infrastructure in many states and countries. These deficiencies are likely to be exacerbated by the continued expansion of gambling, which will contribute to more individuals seeking services due to gambling-related harms. Thus, although legalized gambling is often cited as a contributing factor to rising mental health challenges, these concerns must be viewed within the broader context of an ongoing mental health crisis around the world and in the U.S., more specifically.

In the context of addiction recovery, there is concern that increased access to gambling or even the exposure to gambling via advertisements will represent a trigger for those with a history of GD (Hanss et al., 2015). Even individuals with a history of substance use disorders may find themselves triggered by such advertisements that lead them to begin engaging in gambling as an alternative to substance use (Cowlshaw et al., 2014, McGrane et al., 2025). Thus, with the rising expansion of gambling, it is important to consider the unique impacts of legalized gambling for those in recovery from either gambling or substance use disorders, or both.

### ***The Present Study***

The present study seeks to understand the impact of legalized gambling on individuals in recovery from gambling and substance use disorders through a community-based participatory research (CBPR) framework. Specifically, the project had four primary aims: (1) to explore how recovery from gambling and substance use disorders is defined by individuals in recovery and those who support them, (2) to identify appropriate metrics for assessing recovery progress, (3) to examine the risk and protective factors that influence sustained recovery, and (4) to

understand how the expansion of legalized gambling affects recovery communities, particularly in relation to relapse risk and overall well-being. Underlying these aims is the broader objective of elevating the voices of individuals with lived experience and mental health professionals specializing in addiction treatment to inform ongoing policy discussions and provide actionable insights for shaping future gambling regulations and recovery supports in Massachusetts and beyond.

## Study Methods

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### Community Based Participatory Research Study Design

To address the aims of the current study, we followed community-based participatory research (CBPR) methodological and ethical guidelines (Collins et al., 2018, 2018; Kemmis et al., 2014; Torre et al., 2012). CBPR methods are recommended for research that aims to empower community members and give them a voice in directing research regarding their community. Several examples of CBPR approaches recently include studying underlying stigmas associated with substance use disorder (Nieweglowski et al., 2018), exploring youth's perspective on risk and protective factors for substance use and mental health challenges (McMahon et al., 2020), and examining perspectives on youth violence prevention programming (Dodington et al., 2012). These examples underscore a key strength of CBPR: *its ability to generate solutions that are directly responsive to a community's specific needs, even when those solutions may not be generalizable to other populations.*

A critical component of the CBPR approach is the community research team (CRT). For this project, the CRT included a diverse group of (1) individuals in recovery from gambling and/or substance use disorders, (2) mental health professionals and recovery specialists, (3) staff from the MACGH, and (4) academic researchers with expertise in gambling, addiction recovery, and qualitative research methods. We partnered with the Massachusetts Council on Gaming and Health (MACGH) to assist in recruiting participants. Founded in 1983, MACGH promotes public health by mitigating the negative personal and community impacts of gambling, video gaming and co-occurring disorders. They are one of the oldest and largest public health organizations in the country with this focus and they accomplish their mission through advocacy, training, direct service, and public education. They address the full spectrum of care, from prevention through to recovery and partner with community, state, national and international research initiatives in gambling and co-occurring disorders. The MACGH was successful in recruiting four individuals in recovery primarily from gambling disorder, four individuals in recovery primarily from a substance use disorder, four individuals in recovery from both gambling and substance use disorder, and five mental health professionals and recovery specialists. Three participants dropped from the study before data collection leaving 14 community members to participate in the study (see Table 1 for demographic information).

Participants were offered a \$100 per hour incentive (\$150 per 90-minute meeting) to participate in the study as well as an option to be recognized in the final report.

**Table 1.**

*CRT Demographic Table*

Characteristics	<i>M (SD)</i>	n
Participant Type		
Recovering from GD		4
Recovering from SUD		2
Recovering from both		3
Mental Health Professional		5
Age	48.43 (12.74)	
Gender		
Men		10
Women		3
Genderqueer		1
Ethnicity		
African American/Black		1
Caucasian/White		10
Hispanic or Latino		3
Asian		1
Native American		1
Sexual Orientation		
Heterosexual		13
Pansexual		1
Household Income		
\$25,000 - \$49,999		2
\$50,000 - \$74,999		3
\$75,000 - \$99,999		4
\$100,000 - \$124,999		2
\$150,000 - \$174,999		1
\$175,000 - \$199,999		0
\$200,000 or more		2
Education Level		
Some college, no degree		4
Bachelor's degree		3
Master's degree		6
Professional degree (e.g., MD, JD)		1
Received Treatment for Addiction		
None		4
Counseling or therapy		8
Medication-assisted treatment		2



12-step programs	7
Outpatient rehabilitation	2
Inpatient rehabilitation	6
Detoxification	1
Sober living houses	3
Time in Recovery	
Less than 6 months	1
2-5 years	1
More than 5 years	8

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## Data Collection

Consistent with CBPR, the responses and perspectives of the CRT are the principal data source throughout the study. The primary data is comprised of extensive qualitative notes taken by the principal investigator (PI) and two graduate research assistants throughout the 90-minute CRT meetings. The first meeting was on October 10, 2024 with the next four meetings scheduled every two weeks. The 6<sup>th</sup>, and final meeting, was conducted on January 23, 2025, seven weeks following the 5<sup>th</sup> meeting. This allowed time for the research team to draft an initial report of the findings ahead of the final meeting, which was used as the last chance to acquire feedback from participants on the findings.

Meetings were conducted via Zoom on a secure network hosted by Texas Tech University, with audio and video recordings captured for documentation, transcription, and further qualitative analysis. Each meeting consisted of breakout sessions facilitated separately by the PI and graduated student researchers to maximize the opportunity for each CRT member to share their perspectives on topics discussed and seek saturation of ideas. Following breakout sessions, the researchers who facilitated each break-out discussion shared a summary of their group's discussion for the CRT as a whole to further discuss, offering a chance for clarification and evaluation. If CRT members did not have anything else to add, we assumed we had reached a saturation of ideas on the topic, at least at that moment in time. If there were opposing ideas shared in the summaries, we sought further clarification and pursued consensus with the CRT. Our results show that consensus was not possible for all topics, i.e. whether abstinence is necessary for gambling recovery. Finally, each consecutive meeting began with a summary of results collected in the previous meeting for another opportunity for clarification and adjustment in further pursuit of the saturation of ideas. The meeting schedule and objectives is presented in Table 2.

**Table 2.**  
*Session Schedule and Objectives*

<b>Session #</b> <b>Date</b> <b>Attendance</b>	<b>Session Topics</b> <b>Objectives</b>
<b>Session 1</b> October 10 <sup>th</sup> 13/14 Attended	<b>CRT Introductions, Study Purpose, and Gambling Definitions</b> <i>Objectives: 1) Establish study purpose and meeting rules/expectations. 2) Cultivate rapport and trust among CRT members. 3) Define gambling and gambling harms</i>
<b>Session 2</b> October 24 <sup>th</sup> 12/14 Attended	<b>Defining Recovery from Gambling Addiction</b> <i>Objectives: 1) Establish a working definition of gambling recovery. 2) Identify indicators of gambling recovery progress. 3) Seek consensus on whether abstinence is necessary for recovery from gambling addiction.</i>
<b>Session 3</b> November 7 <sup>th</sup> 13/14 Attended	<b>Factors that Support and Undermine Gambling Recovery, Defining a Gambling Recovery Community</b> <i>Objectives: 1) Identify factors that support recovery from gambling addiction. 2) Identify factors that undermine recovery from gambling addiction. 3) Distinguish what a gambling recovery community looks like.</i>
<b>Session 4</b> November 21 <sup>st</sup> 12/14 Attended	<b>Revisit Initial Findings, Community Support for Recovery</b> <i>Objectives: 1) Review and critique initial findings of Gambling definitions, Recovery definitions, Factors of recovery, and Recovery community definitions. 2) Ascertain how the broader MA community can better support gambling recovery efforts.</i>
<b>Session 5</b> December 5 <sup>th</sup> 14/14 Attended	<b>Legalization of Gambling in Massachusetts</b> <i>Objectives: 1) Identify themes describing how gambling legalization has affected recovery communities.</i>
<b>Session 6</b> January 23 <sup>rd</sup> 12/14 Attended	<b>Review of Initial Report</b> <i>Objectives: 1) Receive anonymous and group feedback regarding results from each topic for final adjustments. 2) Receive anonymous assessment of the study experience and individual willingness to be named as a CRT participant in the final report.</i>

The final meeting was designed as a review of an initial report of the full study results. Here CRT members took two in-session anonymous surveys (see Table A6). Each survey presented participants drafted definitions of lists of themes from several sections of the report and asked them to rate their level of agreement from 0 to 100%. This format was developed by the authors for the purpose of this study. If they reported less than 100% agreement, they were prompted to offer qualitative recommendations for final adjustments. The first survey addressed definitions and lists of themes presented in Sections 1-3 in this report, and the second survey addressed those presented in Sections 4-6. After participants had a chance to complete each in-session survey, participants were asked to discuss openly their thoughts on each section. This again was allowed as it offered a chance for clarification and a general assessment of overall agreement. To be clear, we use the term consensus more liberally throughout the report to indicate a high level of overall agreement with each definition that was cultivated from the emerging themes. Where disagreements emerged, we documented these and altered the definitions where possible but recognized that perfect agreement is not the goal.

The final session ended with a 3<sup>rd</sup> in-session survey that allowed CRT members to anonymously reported their willingness to be named in the final report. This is consistent with best practices for CBPR as it recognizes the work of members on the CRT. Importantly, in so doing, we are unable to attribute quotes to any participants, even if pseudonyms were used.

## Rapid Thematic Analysis

Given the two-week intervals between meetings and the goal to revisit resulting themes from previous discussions, a comprehensive qualitative analysis that requires a detailed transcription and rigorous thematic analysis was not feasible. Instead, a rapid thematic analysis method was employed (Nevedal et al., 2021; Taylor et al., 2018). This methodology allowed for swift identification of emerging themes from the meeting notes meticulously taken by the PI and two graduate research assistants during each meeting. Directly following each meeting, the researchers met to discuss the emerging themes they recognized from their notes and their memory of the break-out discussions. Then, a graduate research assistant, between each meeting, synthesized the notes and themes into conglomerate “definitions” for each topic addressed. This resulted in more accessible narrative descriptions of the results of each topic, rather than an overwhelming number of lists of themes for each of the many topics addressed in this study. These definitions were first shared with the other researchers to review and then with the CRT to review and confirm at the start of the following meeting. Notably, the recordings were later transcribed and coded by undergraduate researchers with the purpose of identifying CRT quotes that support the emerging themes.

## Results: Themes and Definitions

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This section presents resulting themes that emerged from discussions with the Community Research Team (CRT). For most of the topics, the emerging themes are synthesized into a conglomerated definition. These findings are delineated by topic area rather than a specific focus group session due to the iterative design of this study as each topic was discussed and revisited across multiple sessions. The discussions centered on the following six topics across 5 focus group discussions: (1) Defining Gambling, (2) Defining Gambling Problems, (3) Defining Gambling Recovery, (4) Supporting Recovery, (5) Community Support, and (6) Impacts of Gambling Legalization. A sixth focus group was used for a final review of the results where CRT members gave quantitative levels of agreement with resulting themes and definitions and offered final suggestions, resulting in final adjustments to some of the definitions and themes.

### 1. Defining Gambling

An initial aim was to establish an agreed definition for gambling among members of the CRT. Interestingly, CRT members strongly related the *act of gambling* to gambling problems, and

consistently defined gambling by the problems gambling has caused in their lives and the lives of those around them as seen by the following definition:

Gambling is an activity that involves risking something of value, often money, on the chance of winning something of greater value. For many, gambling is an entertaining social and recreational activity that represents connection to cultural norms and spiritual practices, a way of making money, an expression of hope, and an emotional rush. Most can enjoy gambling without experiencing much harm. However, it also supports a broader industry that often exploits weaknesses of vulnerable populations. Thus, the line between casual gambling and gambling addiction is often blurred, making it difficult to distinguish between harmless participation and compulsive gambling behavior. [Average CRT Approval: 94.8%, Min 72%]

It is important to note that a preliminary definition included the idea that gambling could be done *responsibly* by most. However, the CRT agreed that the concept of responsible gambling was not helpful, particularly to recovery communities due to incorrect assumptions that responsible gambling was no longer harmful or those that are experiencing harms are merely being irresponsible. One member of the CRT put it this way:

“I just think it needs to be acknowledged that stigmatizing the person by, you know, telling them that they are being responsible or irresponsible, especially when they are, you know, receiving some type of treatment, doesn't help much when they are already dealing with, like we said last time, all the stress, all the negative impact of gambling and the financial relationships and everything that that happens to the person. So, then we come from this point of view that they're being irresponsible and I feel like might not be that way. I feel like speaking that way might even be harmful for the people who gamble and have a problem with gambling, so I feel like we always have to, maybe keep an open mind to how the games and the way they're advertised and the way they are aggressively pushed towards people in general can also, could also be defined as responsible or irresponsible, but I don't know that that's the point really. When we try to understand if something is harmful, I don't know that behavior or attitude, whatever that is, can be the way to define, like what I'm trying to say is that if it's harmful, we should just try to acknowledge the effect of that harm instead of trying to define it based on the persona's qualities.”  
[Average CRT Approval: 93%%, Min: 61%]

One CRT member in their final feedback recommended that the idea of responsible gambling may be captured in a less stigmatizing way by “accountable gambling or gambling accountability.” However, we were unable to address this with the rest of the CRT so it was not included in the final definition that is intended to be representative of the combined CRT member’s perspectives.



## 2. Defining Gambling Problems

Perhaps unsurprisingly, many of the discussions with the CRT were focused on gambling problems, even when questions were not explicitly targeting these behaviors or harms. We divided the resulting themes into two conglomerated definitions that underwent further adjustment following the final meeting. This definition describes the CRT's perspective of when gambling behavior becomes a problem/addiction:

Gambling addiction is a compulsive disorder where individuals become obsessed with gambling, often planning their lives around the next opportunity to gamble. It manifests differently for everyone, but common signs include isolation from loved ones, dishonesty about the extent of their gambling, a reckless disregard for consequences, and continuing to gamble despite experiencing significant personal, relational, financial, or emotional harms. The addictive nature of gambling creates a cycle where individuals seek the high or excitement of winning, leading them to compromise their values and principles in pursuit of the next bet. [Average CRT Approval: 94.4%, Min: 80%]

**Adjusted Definition:** Gambling addiction is a compulsive disorder where individuals become obsessed with gambling, often planning their lives around the next opportunity to gamble. It manifests differently for everyone, but common signs include isolation from loved ones, dishonesty about the extent of their gambling, *engaging in high-risk situations*, and continuing to gamble despite experiencing significant personal, relational, financial, or emotional harms. The addictive nature of gambling creates a cycle where individuals seek *the excitement* of winning *or the desperate chance to make up losses*, leading them to compromise their values and principles in pursuit of the next bet.

This definition describes the CRT's perspective of harms often caused by gambling:

Gambling-related harms encompass a wide range of negative consequences that affect individuals and their families. These harms often result in various forms of loss, including financial, emotional, and social. Some individuals may turn to criminal activity, such as theft or fraud, to fund their gambling or repay debts. This behavior often leads to neglecting important responsibilities and failing in key roles, such as parenting, work, or maintaining a household. Over time, gambling can contribute to significant mental and physical health problems, including anxiety, depression, and stress-related illnesses. Relationship problems frequently arise as trust erodes, communication breaks down, and conflicts over gambling behavior escalate. [Average CRT Approval: 95.4%, Min: 82%]



**Adjusted Definition:** Gambling-related harms encompass a wide range of negative consequences that affect individuals and their families. These harms often result in various forms of loss, including financial, emotional, and social. Some individuals may turn to criminal activity, such as theft or fraud, to fund their gambling or repay debts. *This behavior often leads to neglecting household and work responsibilities, along with neglecting care for others and oneself.* Over time, gambling can contribute to significant mental and physical health problems, including anxiety, depression, *other compulsive behaviors*, and stress-related illnesses. Relationship problems frequently arise as trust erodes, communication breaks down, and conflicts over gambling behavior escalate.

### 3. Defining Gambling Recovery

As a recovery community, the CRT also had a lot to say about recovery from problematic gambling. The following definitions are derived from responses to the following four questions. Final adjustments were made in response to suggestions by the CRT in the final meeting.

#### 3.1. *What defines recovery from gambling addiction?*

Recovery from gambling addiction/disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort, unique to everyone, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback, (2) developing healthier coping processes to manage cravings and triggers, (3) actively participating in positive social support systems, and (4) replacing old patterns by engaging in new meaningful and fulfilling activities. [Average CRT Approval: 94.9%, Min: 72%]

**Adjusted Definition:** Recovery from gambling addiction/disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort, unique to everyone, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback, (2) *gaining self-awareness of underlying factors that lead to triggers and urges to gamble*, (3) developing healthier coping processes *and tools* to manage cravings and triggers, (4) actively participating in *social support systems that encourage desired recovery efforts*, and (5) replacing old patterns by engaging in new meaningful and fulfilling activities.

#### 3.2. *How is gambling addiction recovery similar or different from recovery from other addictions?*

Gambling addiction recovery and substance addiction recovery share a nearly identical psychological process. Both involve similar cycles of compulsion, reward, and reinforcement, relying on dopamine to fuel cravings and the "high" from the behavior. However, unlike substance addiction, gambling addiction lacks a physical dependency, meaning there are no chemical withdrawal symptoms, even though cravings can be intense and difficult to manage. Gambling addiction is often easier to hide, as there are no visible physical signs like those seen in substance use. People struggling with gambling addiction may conceal their behavior until they experience severe consequences, often reaching rock bottom before others notice. Additionally, gambling addiction tends to carry less stigma and is often perceived as less serious than substance addiction, which can make it harder for individuals to seek help or for others to recognize the need for intervention. [Average CRT Approval: 97.6%, Min: 80%]

**Adjusted Definition:** Gambling addiction recovery and substance addiction recovery share a nearly identical psychological process. Both involve similar cycles of compulsion, reward, and reinforcement, relying on dopamine to fuel cravings and the "high" from the behavior. However, unlike substance addiction, gambling addiction lacks a physical dependency, meaning there are no chemical withdrawal symptoms, even though cravings can be intense and difficult to manage. Gambling addiction is often easier to hide, as there are no visible physical signs like those seen in substance use. People struggling with gambling addiction may conceal their behavior until they experience severe consequences, often reaching rock bottom before others notice. Additionally, gambling addiction tends to carry less stigma and is often perceived as less serious than substance addiction, which can make it harder for individuals to seek help or for others to recognize the need for intervention. *These challenges are compounded by a lack of resources, trained professionals, and specialized treatment programs for recovery from gambling addiction, particularly for minority communities, who often face additional barriers to accessing culturally competent care.*

### 3.3. How should progress in recovery from gambling addiction be measured?

Measurement of recovery from gambling addiction is difficult to capture due to the numerous pathways of recovery. However, perspectives that emphasize gradual holistic growth and the ability to build a fulfilling life without gambling are beneficial. Recovery should be seen as a day-by-day commitment, where small, meaningful steps reflect an ongoing dedication to change. Success is reflected in a person's ability to cultivate supportive relationships, increase access to recovery resources, adopt healthier behaviors, improve self-esteem and self-awareness, and make value-driven choices rather than simply stopping the behavior. True recovery

lies in the sustained commitment to improve one's life holistically, not just in managing or suppressing gambling urges. [Average CRT Approval: 96.0%, Min: 80%]

**Adjusted Definition:** Measurement of recovery from gambling addiction is difficult to capture due to the numerous pathways of recovery. However, perspectives that emphasize gradual holistic growth and the ability to build a fulfilling life without gambling are beneficial. Recovery should be seen as a day-by-day commitment, where small, meaningful steps reflect an ongoing dedication to change. Success is reflected in a person's ability to cultivate supportive relationships, increase access to recovery resources, adopt healthier behaviors, improve self-esteem and self-awareness, and make *honest*, value-driven choices rather than simply stopping the behavior. True recovery lies in the sustained commitment to improve one's life holistically, not just in managing or suppressing gambling urges.

### 3.4. *Is abstinence or self-exclusion required for gambling recovery?*

In gambling addiction recovery, abstinence can be an important goal, but it is not a universal requirement for everyone. Some individuals may choose to pursue abstinence as a clear boundary to avoid the risks of gambling, while others may focus on harm reduction, a perspective that helps meet people where they are in their journey. Harm reduction allows individuals to set personal limits and gradually reduce their engagement in gambling without the all-or-nothing pressure of abstinence, which can be especially useful in early recovery. [Average CRT Approval: 91.3%, Min: 16%]

Self-exclusion—voluntarily banning oneself from gambling venues or online platforms—can be a valuable recovery tool for those who need external boundaries to support their commitment to change. It provides an extra layer of accountability and can reduce the temptation to relapse. For some, self-exclusion is an effective way to create space for healing and personal growth, allowing them to rebuild their lives with fewer risks. Whether through abstinence, harm reduction, or self-exclusion, the goal is to help individuals regain control and pursue a healthier, more balanced life. [Average CRT Approval: 98.3%, Min: 80%]

The fourth question (Section 3.4) was the most controversial topic of the entire project, revisited in several sessions without reaching consensus among participants. Some CRT members voiced strong opinions that for individuals struggling with a true gambling addiction, likely meeting criteria of gambling disorder, abstinence was the only acceptable goal for lasting recovery to be achieved, as portrayed by this participant's comment:

“I also think that that we need to have something about abstinence. That having had sufficient time, abstaining from gambling, to be able to understand what recovery is all about. Because without abstinence, you can't recover... I know from my own experience and from counseling others that there is nobody who can be a mentor to somebody who is just starting their recovery that can go out and gamble. Now, you know, again, this is just my opinion, but I think that you really have to look at it in terms of that... 'cause I don't think you can go into recovery until you're able to understand what it's like not to gamble.”

Another participant portrayed in the following quote what seemed to be a common belief among individuals in recovery from gambling through 12-step based programs like Gambler's Anonymous (GA): “An addicted gambler must stop gambling much the same as an addicted alcoholic cannot have that first drink.” However, the majority of the CRT held the opinion that abstinence should not be required in the recovery process and recovery goals should be up to the individual to determine for themselves as represented by this participant's perspective:

“Sometimes people, they can't be abstinent in the beginning. I think harm reduction is probably beneficial to a lot of people, I mean me personally, I believe in abstinence, but you have to meet people where they are and sometimes abstinence is not gonna work for them in the moment.”

Due to this controversy around abstinence as well as several other preferences regarding word choice and emphasis, the definition of recovery underwent extensive revision following waves of feedback from the CRT. The following table displays a progression of the definition following a number of modifications. As presented in Section 3.1, we achieved an average approval rate of 94.9% among CRT members.

**Table 3.**

*Iterations of the Definition of Recovery from the Perspective of the CRT.*

Iteration	Drafted Definition
1	Recovery from gambling addiction is a complex personalized process focused on holistic life improvement and well-being. It requires a personal desire and commitment to change and often involves building a social support network that reinforces new healthy behaviors. It is not defined solely by abstinence; instead, recovery emphasizes improving self-awareness, self-esteem, and self-control. The journey includes learning to manage cravings and withdrawal in a healthy way, and replacing old patterns with new, constructive behaviors, allowing individuals to reshape their lives and achieve a sense of fulfillment beyond gambling.
2	Recovery from gambling disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort to heal from the harms that gambling has caused the individual and their loved ones by (1) developing healthier coping processes to manage cravings and triggers, (2) actively

	participating in a positive social network, and (3) engaging in meaningful and fulfilling activities.
3	Recovery from gambling addiction/disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort, unique to each individual, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection (2) developing healthier coping processes to manage cravings and triggers, (3) actively participating in a positive social network, and (4) engaging in meaningful and fulfilling activities.
4	Recovery from gambling addiction/disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort, unique to everyone, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback, (2) developing healthier coping processes to manage cravings and triggers, (3) actively participating in positive social support systems, and (4) replacing old patterns by engaging in meaningful and fulfilling activities.
5	Recovery from gambling addiction/disorder is a strong commitment to redefine one's relationship with gambling in an ongoing effort, unique to everyone, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback, (2) gaining self-awareness of underlying factors that lead to triggers and urges to gamble, (3) developing healthier coping processes and tools to manage cravings and triggers, (4) actively participating in social support systems that encourage desired recovery efforts, and (5) replacing old patterns by engaging in new meaningful and fulfilling activities.

#### 4. Supporting Recovery Efforts

When we discussed ways to support and undermine recovery efforts, a wealth of themes were shared. Representing these themes as lists rather than attempting to create an exhaustive definition was more appropriate. Due to the subjectivity of recovery pathways, not all of the themes were relevant to each member of the CRT in supporting or undermining recovery. This appeared to be largely dependent on individual recovery goals and circumstances. The themes are as follows:

**Table 4.***Factors Supporting or Undermining Recovery Ranked.*

<b>Factors that May Support Recovery</b>	<b>Factors that May Undermine Recovery</b>
<ol style="list-style-type: none"> <li>1. Willingness to change</li> <li>2. Available and accessible services</li> <li>3. Connection with others</li> <li>4. Building a supportive recovery community and asking for help</li> <li>5. Changing associations to likeminded supports</li> <li>6. Changing environments</li> <li>7. Changing activities and lifestyle</li> <li>8. Family involvement in the recovery process</li> <li>9. Stable employment</li> <li>10. Stable housing</li> <li>11. Understanding and remembering your why</li> <li>12. Awareness of triggers and stressors</li> <li>13. Establishing recovery reminders</li> <li>14. Education of addiction</li> <li>15. Mindful of actions</li> <li>16. Abstinence focus</li> </ol>	<ol style="list-style-type: none"> <li>1. Prevalence of gambling</li> <li>2. Acceptance of gambling</li> <li>3. Instability and unwellness</li> <li>4. Returning to other addictive substances/behaviors</li> <li>5. Desperate rumination about winning</li> <li>6. Constant advertising of incentives</li> <li>7. Experts contributing to advertising</li> <li>8. Lack of accountability</li> <li>9. Cultural, societal, and social norms around gambling</li> <li>10. Having money</li> <li>11. Getting help from gamblers with different recovery goals</li> <li>12. People who do not understand</li> <li>13. People who are not supportive</li> <li>14. Friends and family traditions/rituals</li> </ol>

[Average CRT Approval: 96.5%, Min: 80%]

[Average CRT Approval: 97.8%, Min: 80%]

In the 6<sup>th</sup> session, the 12 CRT members were additionally asked to rate each of the factors that were identified as either supporting or undermining recovery. For factors supporting recovery, participants were asked to rate the factor from 1 (Not Essential) to 5 (Very Essential) on how essential each were for recovery. For factors undermining recovery, participants were asked to rate each factor from 1 (Does not Undermine) to 5 (Severely Undermines) on how much each factor undermines recovery. The rating totals across all participants were calculated for each of the supporting and undermining factors. Table 5 shows the CRT's perspective on which matter most to recovery processes ordered from highest to least scored. It is important to note that due to the small sample size this order of priorities is not generalizable to the entire gambling recovery community of MA, but rather a representation of this CRT's priorities. Supplemental Tables X gives further breakdown of the CRT's ranking of these themes. Finally, participants were allowed to provide additional factors in the 6<sup>th</sup> meeting, however, these were not scored.

**Table 5.***Factors Supporting or Undermining Recovery Ranked by Rating Totals.*

<b>Factors that May Support Recovery</b>	<b>Rating Total</b>	<b>Factors that May Undermine Recovery</b>	<b>Rating Total</b>
1. Willingness to change	60	1. Lack of accountability	57
2. Awareness of triggers and stressors	58	2. Returning to other addictive substances/behaviors	56
3. Building a supportive recovery community and asking for help	55	3. Desperate rumination about winning	56
4. Understanding and remembering your why	55	4. Instability and unwellness	55
5. Connection with others	54	5. Acceptance of gambling	52
6. Changing associations to likeminded supports	54	6. Prevalence of gambling	51
7. Changing activities and lifestyle	54	7. Constant advertising of incentives	50
8. Available and accessible services	52	8. Cultural, societal, and social norms around gambling	49
9. Being mindful of actions	51	9. Experts contributing to advertising	48
10. Stable housing	49	10. Having money	45
11. Abstinence focus	47	11. People who are not supportive	45
12. Education of addiction	46	12. Friends and family traditions/rituals	43
13. Changing environments	45	13. Getting help from gamblers with different recovery goals	40
14. Establishing recovery reminders	44	14. People who do not understand	37
15. Stable employment	44	<i>Added</i>	
16. Family involvement in the recovery process	41	15. <i>Having extra time</i>	
<i>Added</i>		16. <i>Unmanaged bipolar disorder or other mental health issues that affect impulse control</i>	X
17. <i>Addressing underlying mental health issues or stressors with professionals</i>	X		X
18. <i>Harm reduction focus</i>	X		
19. <i>Finding a recovery mentor/sponsor</i>	X		

## 5. Recovery Communities and Community Support

As a recovery community themselves, the CRT offered valuable insights into gambling recovery communities. Discussions related to three questions resulted in the following definitions. Note that we explain our use the term “addict” following the definitions.

### 5.1. What does a recovery community look like for gambling addiction?



A gambling recovery community is a network of individuals and support systems dedicated to fostering long-term recovery from gambling addiction through shared experiences, mutual support, and holistic stability. These communities center around recovery-focused programs and groups where individuals can come together, sharing a commitment to growth and healing. [Average CRT Approval: 98.1%, Min: 80%]

Recognizing that **addicts** often find it easier to trust others who have walked a similar path, these communities welcome individuals recovering from various addictions, fostering connection and understanding. Those with lived experience offer guidance, empathy, and accountability, creating a unique environment of trust. It also embraces the involvement of others who genuinely desire to help **addicts**—friends, family, and allies—who can earn their trust and contribute to their journey. They often provide support systems and programs to stabilize basic needs, ensuring participants can focus on their recovery. [Average CRT Approval: 96.0%, Min: 80%]

Acknowledging imperfection, the community accepts that not every member will always be helpful, but it is bound by shared beliefs and values of recovery and a collective commitment to the long-term recovery journey. It offers validation, mutual accountability, and support to relieve loneliness, stigma, and shame while emphasizing the value of fellowship and friendship. [Average CRT Approval: 98.3%, Min: 80%]

A gambling recovery community gives members a sense of belonging beyond the self, encouraging healthy socialization away from triggering environments and providing a safe space for connection, personal growth, and renewed purpose. [Average CRT Approval: 98.3%, Min: 80%]

In the second piece of this description of recovery communities, the language of “**addicts**” was deliberately left in as part of the initial definition in order to prompt an intentional discussion around stigmatizing language with the CRT. Some members of the CRT, particularly those that are in their own recovery, would occasionally and casually use the label of “addict” in their answers to questions, indicating it might be common language within their community. However, in the deliberate discussion around language, the CRT unanimously agreed that for this report, the term “addict” should be replaced with less stigmatizing language such as the following suggestions: “people with a gambling disorder, people with an addiction to gambling, individuals who experience addiction, individuals who are impacted by addictive behavior.” Therefore, the second part of the description of a recovery community was adjusted as follows:



**Adjusted Definition:** Recognizing that *individuals struggling with addiction* often find it easier to trust others who have walked a similar path, these communities welcome individuals recovering from various addictions, fostering connection and understanding. Those with lived experience offer guidance, empathy, and accountability, creating a unique environment of trust. These communities also embrace the involvement of others who genuinely desire to help *those affected by addiction*—friends, family, and allies—who can earn their trust and contribute to their journey. They often provide support systems and programs to stabilize basic needs, ensuring participants can focus on their recovery.

5.2. *What differences are there between gambling recovery communities and substance recovery communities?*

A substance abuse recovery community and a gambling recovery community share fundamental processes of addressing addiction, however, they differ in keyways. Gambling recovery communities manage unique triggers, such as the pervasive accessibility of online platforms. Gambling addiction faces less validation, often being misunderstood as a lack of discipline. This has led to fewer established recovery resources and comprehensive research compared to the longstanding frameworks in substance abuse recovery. Additionally, it is more common among gambling recovery communities to adopt harm reduction strategies, such as setting limits, in contrast to stricter abstinence models more common in substance abuse recovery. [Average CRT Approval: 92.0%, Min: 61%]

During the discussion of the comparison between gambling recovery communities and substance use communities, there were mixed perspectives regarding whether harm reduction recovery strategies were more common among gambling recovery communities or substance use communities. Additionally, CRT members suggested it was more appropriate to use less stigmatizing language of SUD rather than substance abuse. Therefore, the following adjustments were made:

**Adjusted Definition:** *An SUD* recovery community and a gambling recovery community share fundamental processes of addressing addiction, however, they differ in keyways. Gambling recovery communities manage unique triggers, such as the pervasive accessibility of online platforms. Gambling addiction faces less validation, often being misunderstood as a lack of discipline. This has led to fewer established recovery resources and comprehensive research compared to the longstanding frameworks in *SUD* recovery.

5.3. *How important is the role of a recovery community in recovery from gambling addiction?*

Recovery from gambling addiction is a deeply personal journey, yet connection with a recovery community often plays an important role in fostering lasting success. Though it is not mandatory for gambling recovery, a recovery community serves as an environment that offers opportunities to support and serve others, which often reinforces and sustains personal recovery efforts. Choosing to face recovery alone, while possible, often relies heavily on “white knuckling,” the idea that one changes through “willpower.” However, this approach can often be ineffective and lead to greater isolation. However, it is necessary to approach recovery communities with discernment. Not all groups or individuals within these spaces are healthy or constructive. Toxic dynamics or unhealthy relationships can hinder progress and may even exacerbate existing challenges. [Average CRT Approval: 98.3%, Min: 80%]

In addition to the previous descriptions of important aspects of gambling recovery communities, discussions with the CRT also resulted in themes regarding how the broader community can better support gambling recovery efforts. These were also more appropriately displayed as a list rather than a narrative.

#### *5.4. How can communities in Massachusetts better support gambling recovery efforts?*

1. Increased education about gambling harms.
2. Clinicians assess more often for gambling problems.
3. Establishing better language for problem gaming and gambling.
4. Treating gambling as an addiction.
5. Holding the gambling community accountable.
6. Better screening policies and practices for gambling problems.
7. Increased education on responsible financial practices.
8. Further regulating gambling advertising.
9. Improved health care and treatment coverage and availability for gambling addicts.
10. Better trained professionals that offer treatment to gambling addicts.
11. Offering gambling free environments with sports and other gambling saturated entertainment.
12. Transparency from gaming organizations.
13. Accountability to gamers on how much they are spending.
14. Requiring gaming providers to contribute significant funding to recovery resources.
15. Increased awareness and access to recovery resources for individuals of diverse cultures.
16. Companies and organizations taking a stance against gambling harms.
17. Commercials that foster awareness of gambling harms.

[Average CRT Approval: 98.3%, Min: 80%]

In the final session, the attending 12 CRT members were also asked to rate what level of priority each of these themes should be given between a value of 1) urgent – address immediately, 2) secondary – address within 1-2 years, and 3) minor – address within 5 years. The following table represents the CRT’s recommended priorities for with total value points ordering them from highest priority to least priority. Similar to the findings in Table 5, Table 6 is not a generalizable representation of the priorities of the entire gambling recovery community. Rather, these ordered findings represent just the CRT’s recommendations on how MA communities could better support gambling recovery efforts. Supplemental Tables A3-A5 gives further breakdown of the CRT’s ranking of these recommendations (see Appendix). No additional recommendations were made in the final meeting.

**Table 6.**

*Recommendations to Massachusetts Communities to Support Gambling Recovery Efforts.*

<b>Themes of Community Support</b>	<b>Rating Total</b>
1. Increased education about gambling harms	36
2. Treating gambling as an addiction.	35
3. Increased awareness and access to recovery resources for individuals of diverse cultures.	35
4. Improved health care and treatment coverage and availability for those suffering from gambling addiction.	34
5. Better screening policies and practices for gambling problems.	33
6. Further regulating gambling advertising.	33
7. Better trained professionals that offer treatment to those suffering from gambling addiction.	33
8. Commercials that foster awareness of gambling harms.	32
9. Clinicians assess more often for gambling problems.	30
10. Transparency from gaming organizations.	30
11. Requiring gaming providers to contribute significant funding to recovery resources.	30
12. Offering gambling free environments with sports and other gambling saturated entertainment.	29
13. Accountability to gamers on how much they are spending.	29
14. Companies and organizations taking a stance against gambling harms.	29
15. Establishing better language for problem gaming and gambling.	28
16. Holding the gambling community accountable.	28
17. Increased education on responsible financial practices.	28

## 6. Impact of Legalized Gambling

Finally, a major focus of this study was to understand the impact of legalized gambling on recovery communities. The following four questions were discussed and no revisions were offered in the final review by the CRT:

### 6.1. *How has legalized gambling in Massachusetts (MA) affected gambling recovery communities?*

Legalized gambling in Massachusetts has significantly impacted gambling recovery communities. It has heightened cultural attention and increased gambling normalization, while disproportionately affecting the finances of emerging adults and college students, often leading to exploitation of these and other vulnerable groups. The increase in virtual access has widened the generational gap among recovery seekers, with younger individuals gravitating toward online meetings for support. Increased focus on betting as entertainment, coupled with pervasive gambling content in sports, has led to a surge in gambling-related issues, including addiction substitution and new problem types, but without a corresponding increase in treatment options. The normalization of gambling makes seeking support more challenging for some, yet recovery pathways are diversifying to meet the rising demand. [Average CRT Approval: 98.3%, Min: 80%]

### 6.2. *Are there any positive impacts of legalizing gambling?*

Legalizing gambling has some positive impacts, such as increased awareness of gambling problems, community benefits from redistributed earnings, safer gambling environments, opportunities for social connection, employment opportunities, and funding for treatment, though insufficient for rising needs. However, these positives are outweighed by negative consequences of gambling legalization. Better regulations should have been in place from the start, as reversing legalization is not feasible. [Average CRT Approval: 98.3%, Min: 80%]

### 6.3. *What does the recovery community need to be mindful of regarding legalized gambling?*

The recovery community must recognize that legalized gambling increases accessibility and introduces new triggers, requiring enhanced training in healthy financial practices and improved methods to assess emerging gambling problems. Legalization does not eliminate harm, and insurance coverage gaps for gambling disorder treatment may limit care. Addressing these challenges is critical to supporting those at risk. [Average CRT Approval: 98.0%, Min: 80%]

### 6.4. *Does legalizing gambling make gambling safer for players?*

While a major aim of legalizing gambling was to make it safer, the recovery community's experience suggests otherwise. While regulations can enhance safety in some areas, such as fraud prevention, the increased accessibility has led to more gambling harms. For players in recovery, legalization can pose additional challenges by normalizing gambling and increasing exposure, making it harder to maintain abstinence. Safety, therefore, is multifaceted – improved in some respects but worsened overall. [Average CRT Approval: 97.6%, Min: 80%]

## 7. The CRT Experience

A final result that was somewhat unintentionally discovered was the great enjoyment the CRT members continually expressed about their participation in this project. Despite not always agreeing and coming from differing experiences with gambling, the CRT overwhelmingly shared their great enjoyment with this project as exemplified by the following two quotes:

“Thank you all. This was enlightening. You had a lot of diverse opinions and the sessions were incredibly engaging. You folks are incredible pros. Please include me in any future adventures.”

“It was amazing! The safe culture, the organization, transparency, the wisdom and the connection amongst all was fantastic. It was enjoyable and an honor to be part of.”

Additionally, all 12 CRT members that were present in the final meeting anonymously expressed a desire to continue with further projects and all but one expressed a desire to be named in the final report. One CRT member summarized what was expressed by many:

“I thoroughly enjoyed this. I loved meeting each and every one of you and just really the professionalism and the kindness and also we had some fun. I appreciated people's sense of humor, and it's been an honor to be part of. Thank you, everybody.”

## Discussion

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This project aimed to deepen understanding of 1) recovery from gambling and substance use disorders by exploring how recovery is defined, 2) how progress can be assessed, 3) what factors support or hinder growth, and 4) how legalized gambling may impact recovery efforts. In this section of the report, we discuss the present findings within the context of the broader literature while also highlighting directions for further research.

*On Defining Gambling, Problem Gambling, and Responsible Gaming – Results sections 1 and 2*

Results from this section were largely consistent with expectations. CRT members defined gambling, problem gambling, and gambling-related harms largely along the same lines as others (Basham & Luik, 2011; Desai et al., 2007; Hodgins et al., 2011). One of the interesting topics that came up during these early discussions was the idea of *responsible gaming*. Many felt this term served no purpose but to stigmatize further those struggling with gambling problems. Unfortunately, we were not able to discern a more appropriate term from the perspective of CRT members. Despite this limitation, we do recommend that a new term be developed in lieu of responsible gaming possibly through a future CBPR study that explores harm reduction from the perspective of players.

*AIM 1: Defining Recovery – Results sections 3.1 and 3.2*

Members of the CRT had understandably strong opinions regarding the definition and measurement of recovery, as it was by far the most debated and revisited topic throughout the project. Many of the elements of the definition of gambling recovery developed by the CRT parallels the definition constructed by Pickering and colleagues (2021). This definition is provided below alongside the definition developed by the CRT.

Pickering and colleagues (2021) definition:

*“Maintained improvements across several domains ranging from the gambling specific to more general wellbeing. The former refers to a shift toward adaptive beliefs and attitudes about oneself in relation to one’s gambling, the reduction of gambling in line with personal goals, and remission or successful management of gambling urges. The latter concerns engagement with a life outside of gambling that provides personal meaning and includes good psychosocial health and functioning.” (p. 474)*

CRT-Developed Definition:

*Recovery from gambling addiction/disorder is a strong commitment to redefine one’s relationship with gambling in an ongoing effort, unique to everyone, to heal from the harms that gambling has caused while fostering holistic life improvement. This process involves (1) setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback, (2) gaining self-awareness of underlying factors that lead to triggers and urges to gamble, (3) developing healthier coping processes and tools to manage cravings and triggers, (4) actively participating in social support systems that encourage desired recovery efforts, and (5) replacing old patterns by engaging in new meaningful and fulfilling activities.*

The two definitions have broad agreement regarding recovery as a dynamic, multidimensional process that extends beyond abstinence from gambling. For instance, both emphasize the importance of improved well-being, personal meaning, and deeper engagement in other areas

outside of gambling as central components of recovery from GD. However, they offer different levels of focus. Pickering and colleagues' definition presents a broader, high-level conceptualization of recovery. It was recently used to inform the development of a psychometrically validated Recovery Index for Gambling Disorder (RIGD), which offers a concise means of assessing global recovery outcomes. On the other hand, we argue that the CRT-developed definition provides a more detailed, process-oriented framework that identifies specific and measurable elements such as setting recovery goals, continued self-reflection, developing coping strategies, active engagement in a social network, and meaningful engagement in alternative activities. We hope this definition is used in future research to develop an assessment tool to track individual growth and change over time.

CRT members were also asked to contrast recovery from GD and recovery from SUDs. Although both recovery processes are nearly identical, as they are both addictions, members noted some differences. First, in comparison with SUDs, GD can be easier to hide and go unnoticed, and that the widespread normalization of gambling behavior will make this even easier going forward. Second, GD is often viewed as being less serious than SUDs suggesting that those struggling with GD are not always validated in terms of the seriousness of their struggle. Finally, as noted in addition to the adjusted definition in Section 3.2, recovery from GD suffers from a severe lack of resources compared to SUD recovery, including access trained professionals, especially in marginalized communities, as well as culturally competent services. Thus, a key takeaway for us was that individuals in recovery from GD often feel invalidated in their struggle and unable to identify resources for support.

#### *AIM 2: Identifying Assessment Metrics for Recovery Progress – Results section 3.3 and 3.4*

After identifying and refining a definition of recovery, the second aim of this research was to identify assessment metrics for recovery progress. We were largely successful in this effort, as the present qualitative data establishes a strong foundation for how recovery progress may be assessed in future research. However, we acknowledge that the wording of this aim may have implied the development of a fully operationalized assessment tool, which was not our intention given the qualitative nature of the methods employed. Rather, our goal was to identify key domains that reflect meaningful progress in recovery, as endorsed by the CRT, to inform future measure development. We discuss our findings below and how they will be used to in future research to support measurement development.

CRT members emphasized the importance of “gradual holistic growth,” which requires a broader shift in how recovery is evaluated. Specifically, assessments must extend beyond the present moment by incorporating retrospective evaluations of individuals' past experiences. Without accounting for where someone has been, current assessments risk overestimating how well someone is doing now without considering individual growth. CRT members also recommended that assessments function as tools for self-reflection, enabling individuals to identify areas for continued growth and improvement.



In terms of specific indicators, CRT members' perspectives largely aligned with the five mechanisms embedded in their definition of recovery—such as developing and actively engaging in supportive relationships, adopting healthier behaviors (e.g., routines, coping strategies), and making honest, value-driven decisions. These elements also closely align with the Recovery Capital Model (Cloud & Granfield, 2008), with one key addition: commitment to recovery. The importance of personal commitment was stressed in several areas of this report, suggesting that CRT members see this element as essential, even if not commonly assessed within current recovery research. Two key takeaways, then, are the need for (1) continual assessment of commitment to recovery over time, and (2) development of assessment methods that meaningfully capture personal growth, potentially aligned with the five mechanisms embedded in the CRT's recovery definition. Although our methods did not allow for the development of a new measure, we were nonetheless able to identify a set of domains that can serve as a foundation for future measure development.

Finally, although not a primary area of inquiry, some discussion focused on the role of abstinence in gambling disorder (GD) recovery and addiction recovery more broadly. CRT members generally agreed that abstinence should not be the sole focus, especially in the early stages of recovery. While the definition of abstinence in Section 3.4 was largely approved by CRT members (91.3% agreement), it should not be considered a consensus—at least one participant rated it as only 16% aligned. This disagreement centered primarily on messaging. For example, suggesting that some individuals may continue gambling during recovery could unintentionally stigmatize those for whom abstinence is essential. While some studies support abstinence as beneficial for recovery (Oei & Gordon, 2007), more recent work has shown that individuals can make holistic progress without full abstinence (Müller et al., 2020). Reflecting on these discussions, we returned to the CRT-developed definition of recovery, particularly the emphasis on “setting and working toward personalized recovery goals.” In this context, individuals must honestly assess the extent to which continued gambling interferes with achieving their goals. Ultimately, the question of abstinence is a personal one—answerable only by the individuals in recovery themselves.

### *AIM 3: Risk Factors and Support Systems – Results Section 4 and 5*

As part of the community-engaged process, the CRT collaboratively generated and ranked a list of factors perceived to most strongly support or undermine recovery from gambling addiction. Members rated each factor by its relative importance or harm, resulting in a prioritized list of considerations to inform intervention development, program evaluation, and community education efforts.

Top-rated supporting factors emphasized personal agency, self-awareness, and social connection. Among the most essential were a willingness to change, awareness of triggers and stressors, building a supportive recovery community and asking for help, and understanding and remembering one's personal reasons for recovery (i.e., *their why*). Other supportive elements



included shifting one's social environment, engaging in meaningful activities, accessing services, and addressing underlying mental health needs. Notably, both abstinence-based and harm-reduction approaches were included, reflecting the CRT's endorsement of individualized recovery pathways.

On the other hand, CRT members identified several key factors that most significantly undermined recovery. These are centered on the absence of accountability, engagement in other addictive behaviors, and ongoing psychological distress. Additional concerns included the widespread availability and acceptance of gambling, constant advertising, and cultural or social norms that normalize gambling behavior. Interpersonal dynamics, such as being surrounded by unsupportive individuals or family traditions that involve gambling, were also viewed as harmful. Finally, untreated or poorly managed mental health conditions were recognized as barriers to sustained recovery.

Beyond general factors supporting or undermining recovery, we also explored CRT members' perspectives on recovery communities and the role they play in individuals' recovery journey. The members generally see communities offering more than just support but also a trusted and stabilizing environment rooted in shared experiences, where individuals find empathy, accountability, and a renewed sense of purpose. While recovery is possible without such networks, doing so often relies on willpower alone and may lead to isolation or relapse. Recovery communities, by contrast, offer a space for meaningful connection, validation, and mutual growth, helping to relieve the shame and loneliness that often accompany addiction. Thus, a key takeaway from these conversations is the need to support recovery communities across the state such that these groups have space to meet and resources to promote recovery programming.

#### *AIM 4: Impact of Legalized Gambling – Results Section 6*

Legalized gambling in Massachusetts has had profound effects on recovery communities, altering both the cultural landscape and the lived experience of those in recovery. CRT members consistently expressed concern that legalization has contributed to the normalization of gambling, especially among emerging adults and college students, groups that have become disproportionately vulnerable to risks posed by gambling. Additionally, the expansion of virtual gambling platforms has increased accessibility and introduced new triggers, while also creating a generational divide in how support is accessed, with younger individuals more likely to engage in online recovery spaces. Although some positive outcomes have emerged such as increased public awareness of gambling harms and modest funding for treatment and prevention, CRT members agreed that these benefits are outweighed by the surge in gambling-related harms following the expansion of gambling (see Volberg et al. 2024) and the lack of sufficient infrastructure to address them.

From the perspective of CRT members, the rapid expansion of legalized gambling has not been matched by adequate protections or resources, leaving treatment systems under-resourced and individuals at risk. CRT members emphasized that to reduce gambling harms and support recovery, the broader community must prioritize several key efforts. These include expanding education about gambling harms to counteract its normalization, treating gambling as a legitimate addiction to reduce stigma and improve care pathways, and increasing culturally responsive outreach to ensure individuals from diverse backgrounds can access support. Moreover, improving healthcare access and insurance coverage for gambling treatment remains a critical unmet need. Without these supports in place, legalization may continue to exacerbate disparities in gambling harms and recovery outcomes. While making gambling safer was a key promise of legalization, the community's experience suggests that, without stronger regulations and investment in prevention and recovery, the reality falls short of that goal.

Future research needs to continue exploring the impact of legalized gambling on the recovery process, possibly by drawing on the mechanisms of recovery outlined in the CRT-developed definition of recovery. For instance, does the increased normalization of gambling—through heightened exposure, cultural acceptance, and integration into everyday activities—disrupt key components of recovery, such as commitment, coping skills, and goal setting? More broadly, how does the normalization of gambling influence recovery outcomes among individuals recovering from gambling and substance use disorders? Additionally, to what extent does the presence of supporting factors and the absence of undermining factors shape this relationship? Specifically, does the presence of supporting factors and the absence of undermining factors dampen the ill-effects of gambling normalization on recovery progress? Investigating these questions could inform future interventions and policy efforts aimed at protecting recovery communities in an increasingly gambling-saturated environment.

## **Study Limitations**

This study is not without limitations. Chief among them is the broad scope of topics addressed. While qualitative research often seeks saturation of ideas to ensure comprehensive coverage of a phenomenon (Malterud et al., 2016), the wide range of issues explored likely limited the depth of discussion on any single topic. As a result, saturation may not have been fully achieved within each area, and additional insights may have emerged through more narrowly focused inquiry with the recovery community. To help address this limitation, the study employed an iterative design that incorporated regular member checking at each stage of data collection, culminating in a sixth session dedicated entirely to reviewing initial findings and integrating final adjustments. Nonetheless, not all CRT members had the opportunity to fully express their views on every issue, and limited time for deeper discussion and debate may have constrained the emergence of additional perspectives. Finally, a notable gap in the composition of the CRT was the limited representation of individuals currently struggling with problematic gambling. Including such voices in future research may be critical for understanding how legalized gambling affects individuals at various stages of the recovery process. The inclusion of family members of those

struggling with problematic gambling, who may also be experiencing gambling harms, could provide an additional perspective important to acknowledge in the study of the effects of legalized gambling.

### **CRT-Directed Areas for Future Research**

As we look ahead, we recognize the closing reflections offered by CRT members regarding potential directions for future research. This aligns with CBPR principles, which emphasize that research questions should be guided by the community itself. The following five research questions were suggested:

1. How are adolescents and young adults being targeted and affected by legalized gambling?
2. What is the impact of legalized gambling on specific communities that are being targeted and affected and have less access to help or services? i.e. Asians, Hispanics, African Americans, people of color in general, LGBTQIA, and younger populations.
3. What is the impact of gambling in younger generations who might not be gambling now but are at risk to develop problem gambling in the future?
4. What is the addictive impact of gaming/gambling?
5. What is the impact of legalized gambling on vulnerable populations? (i.e. mentally unhealthy, elderly, mental disability)

## **Conclusion**

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This study shed light into gambling disorder recovery and the impact of legalized gambling. The CRT identified themes and definitions that offer operationalizable building blocks for a holistic measure of recovery. Central to these findings are the social and structural supports deemed essential to initiate and sustain recovery, including access to community of support and accountability as well as culturally responsive resources. At the same time, CRT members raised critical concerns about how the normalization and expansion of legalized gambling introduced new risks, especially for youth and marginalized populations. These findings highlight the need for equity-oriented policies and interventions that are informed by lived experience. As legalized gambling continues to grow, future research must explore the evolving risks it poses and prioritize the development of multidimensional recovery tools rooted in community expertise. Ultimately, this work affirms that addiction recovery is not only a personal journey but a collective responsibility, one that requires inclusive, well-resourced recovery communities to support long-term well-being through growth and healing.

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## Appendices



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**Table A1. CRT Session Outlines**

<b>Sessions Outline and Itinerary</b>		
<b>Session 1: Introductions, Purpose, and Definitions</b>		
<b>Time &amp; Focus</b>	<b>Content</b>	<b>Responsibilities</b>
0-15min Set-up, Project Purpose	<ul style="list-style-type: none"> <li>• Technology connections checks</li> <li>• Brief review of background and aims for this project (why we are here)</li> <li>• Discuss questions or concerns with project aims</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief overview of background and aims for the project</p> <p><b>Participant:</b> Technology checks, ask questions if anything about the project is unclear or concerning</p>
15-45min Team Introductions	<ul style="list-style-type: none"> <li>• Each person share introduction information:               <ul style="list-style-type: none"> <li>• Name</li> <li>• Professional background</li> <li>• Why are you here: (your role in this project, your connection with problematic gambling, why you chose to participate)</li> <li>• Hopes for this project</li> </ul> </li> </ul>	<p><b>Facilitator:</b> Set up introductions, exemplify appropriate introduction</p> <p><b>Participant:</b> Answer introduction questions, be attentive to peer introductions</p>
45-70min Definitions and Harms Breakout	<ul style="list-style-type: none"> <li>• Set up breakout format, split into 3 breakout groups (preassigned and set for the remainder of the project)</li> <li>• Discuss the following:               <ul style="list-style-type: none"> <li>• Definitions of gambling (what does it include, what does it not?)</li> <li>• When does it become a problem/addiction?</li> <li>• Is gambling harmful for everyone?</li> <li>• Gambling related harms</li> <li>• Discuss co-occurring problems with gambling</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Set up breakouts, assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic if possible</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>
70-85min	<ul style="list-style-type: none"> <li>• Hold brief summary discussion on each topic</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START</p>

Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p>RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
85-90min Final Thoughts and Reminders	<ul style="list-style-type: none"> <li>Wrap up thoughts</li> <li>Reminders of time and content of next meeting</li> <li>Addressing any final questions</li> </ul>	<p><b>Facilitator:</b> Assess for final thoughts that would like to be shared, express gratitude, give reminders for next meeting topic and time</p> <p><b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then</p>
<b>Session 2: Defining Recovery</b>		
Time & Focus	Content	Responsibilities
0-20min Follow-up and Meeting Topic	<ul style="list-style-type: none"> <li>Technology connections checks</li> <li>Brief review and follow up from last week</li> <li>Reminder of meeting topic</li> <li>Set up 3 breakout groups</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief review of last meeting, ask for any new ideas since last meeting, give reminder of this meetings topic, set up breakout groups</p> <p><b>Participant:</b> Technology checks, respond to questions, prepare for topic discussion in breakouts</p>
20-60min Recovery Definition Breakout	<ul style="list-style-type: none"> <li>Discuss the following:             <ul style="list-style-type: none"> <li>What defines recovery from addiction?</li> <li>What is recovery in the context of gambling addiction? Are there differences between gambling recovery and recover from other addictions?</li> <li>How should progress in recovery be measured? What are the indicators of <i>greater</i> progress in recovery? Would these differ from gambling and substance use recovery?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>



	<ul style="list-style-type: none"> <li>• Is abstinence required? Is self-exclusion required?</li> </ul>	
60-80min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold brief summary discussion on each topic</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
80-90min Final Thoughts and Reminders	<ul style="list-style-type: none"> <li>• Wrap up thoughts</li> <li>• Reminders of time and content of next meeting</li> <li>• Addressing any final questions</li> </ul>	<p><b>Facilitator:</b> Assess for final thoughts that would like to be shared, express gratitude, give reminders for next meeting topic and time</p> <p><b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then</p>
<b>Session 3: Factors That Support or Threaten Recovery</b>		
Time & Focus	Content	Responsibilities
0-15min Follow-up and Meeting Topic	<ul style="list-style-type: none"> <li>• Technology connections checks</li> <li>• Brief review and follow up from last week</li> <li>• Reminder of meeting topic</li> <li>• Set up breakout groups for breakout 1</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief review of last meeting, ask for any new ideas since last meeting, give reminder of this meetings topic, set up breakout groups</p> <p><b>Participant:</b> Technology checks, respond to questions, prepare for topic discussion in breakouts</p>
15-40min Recovery Factors Breakout	<ul style="list-style-type: none"> <li>• Discuss the following:             <ul style="list-style-type: none"> <li>• What factors are important for supporting gambling addiction recovery?</li> <li>• What factors undermine gambling addiction recovery efforts?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>

40-50min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold BRIEF summary discussion on each topic, maybe just listing the factors each group came up with.</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> <li>• Set up new breakout groups for breakout 2</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
50-75min Recovery Community Breakout	<ul style="list-style-type: none"> <li>• Discuss the following: <ul style="list-style-type: none"> <li>• Who (broadly) identifies as being part of an addiction recovery community? Why?</li> <li>• What does a recovery community look like for gambling addiction?</li> <li>• Are there differences between an SA recovery community and a gambling recovery community?</li> <li>• How important is the role of a recovery community in recovery from gambling addiction?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>
75-85min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold BRIEF summary discussion on each topic</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
85-90min Final Thoughts and Reminders	<ul style="list-style-type: none"> <li>• Wrap up thoughts</li> <li>• Reminders of time and content of next meeting</li> <li>• Addressing any final questions</li> </ul>	<p><b>Facilitator:</b> Assess for final thoughts that would like to be shared, express gratitude, give reminders for next meeting topic and time</p> <p><b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then</p>



Session 4: Review of Initial Findings and Community Support for Recovery		
Time & Focus	Content	Responsibilities
0-15min Follow-up and Meeting Topic	<ul style="list-style-type: none"> <li>• Technology connections checks</li> <li>• Brief review and follow up from last week</li> <li>• Reminder of meeting topic</li> <li>• Set up breakout groups for breakout 1</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief review of last meeting, ask for any new ideas since last meeting, give reminder of this meetings topic, set up breakout groups</p> <p><b>Participant:</b> Technology checks, respond to questions, prepare for topic discussion in breakouts</p>
15-40min Review of Initial Findings Breakout	<ul style="list-style-type: none"> <li>• Discuss the following:               <ul style="list-style-type: none"> <li>• What do you think about this definition for recovery from gambling addiction? Is it missing any important pieces?</li> <li>• Here is the list of the key positive <i>indicators</i> of progress in recovery from gambling addiction. Are we missing any important pieces?</li> <li>• Here is the list of the key negative <i>indicators</i> of progress in recovery from gambling addiction. Are we missing any important pieces?</li> <li>• Here is a list of the key <i>factors</i> that were identified as supports for recovery from gambling addiction. Are we missing any important pieces?</li> <li>• Here is a list of the key <i>factors</i> that were identified to undermine recovery from gambling addiction. Are we missing any important pieces?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>





40-50min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold BRIEF summary discussion on each topic, maybe just listing any definition changes or additional indicators or factors each group came up with.</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> <li>• Set up new breakout groups for breakout 2</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
50-75min Recovery Community Support Breakout	<ul style="list-style-type: none"> <li>• Discuss the following:             <ul style="list-style-type: none"> <li>• How can the community better support gambling addiction recovery efforts?</li> <li>• What changes need to be made to better facilitate the positive recovery indicators?</li> <li>• What changes need to be made to mitigate hinderances to recovery efforts for recovering gambling addicts?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>
75-85min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold BRIEF summary discussion on each topic.</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
85-90min Final Thoughts and Reminders	<ul style="list-style-type: none"> <li>• Wrap up thoughts</li> <li>• Reminders of time and content of next meeting</li> <li>• Addressing any final questions</li> </ul>	<p><b>Facilitator:</b> Assess for final thoughts that would like to be shared, express gratitude, give reminders for next meeting topic and time</p> <p><b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then</p>
<b>Session 5: Legalization of Gambling in MA</b>		
Time & Focus	Content	Responsibilities





0-20min Follow-up and Meeting Topic	<ul style="list-style-type: none"> <li>• Technology connections checks</li> <li>• Brief review and follow up from last week</li> <li>• Reminder of meeting topic</li> <li>• Brief history of legalized gambling in MA and specific regulations. (Refer to previously emailed summary handout)</li> <li>• Set up 3 breakout groups</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief review of last meeting, ask for any new ideas since last meeting, give reminder of this meetings topic, give brief history of legalized gambling in MA and specific regulations, set up breakout discussion groups</p> <p><b>Participant:</b> Technology checks, respond to questions, prepare for topic discussion in breakouts</p>
20-60min Gambling Legalization Breakout	<ul style="list-style-type: none"> <li>• Discuss the following: <ul style="list-style-type: none"> <li>• How has legalized gambling in MA affected gambling recovery communities?</li> <li>• Are there any positive impacts?</li> <li>• What does the recovery community need to be mindful of regarding legalized gambling?</li> <li>• Does legalizing gambling make gambling safer for players, in general? What about players in recovery from gambling disorder and/or addiction?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>
60-80min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold brief summary discussion on each topic</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
80-90min Final Thoughts and Reminders	<ul style="list-style-type: none"> <li>• Wrap up thoughts</li> <li>• Reminders of time and content of next meeting</li> </ul>	<p><b>Facilitator:</b> Assess for final thoughts that would like to be shared, express gratitude, give reminders for next meeting topic and time</p>

	<ul style="list-style-type: none"> <li>• Additional topics we should address in our final session</li> <li>• Addressing any final questions</li> </ul>	<b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then
Session 6: Final Report Review		
Time & Focus	Content	Responsibilities
0-20min Follow-up and Meeting Topic	<ul style="list-style-type: none"> <li>• Technology connections checks</li> <li>• Brief review and follow up from last week</li> <li>• Reminder of meeting topic</li> <li>• Authorship possibilities</li> <li>• Brief review of the project findings as outlined in the report summary</li> <li>• Set up 3 breakout groups</li> </ul>	<p><b>Facilitator:</b> Attendance, technology assistance, START RECORDING, give brief review of last meeting, ask for any new ideas since last meeting, give reminder of this meetings topic, mention authorship possibilities for participants that will be handled by email, give brief review of project findings as outlined in the report summary, set up breakout discussion groups</p> <p><b>Participant:</b> Technology checks, respond to questions, prepare for topic discussion in breakouts</p>
20-60min Final Report Review Breakout	<ul style="list-style-type: none"> <li>• Discuss the following:             <ul style="list-style-type: none"> <li>• Topic by topic, are there any final thoughts or concerns you see with our final report from this project?</li> </ul> </li> </ul>	<p><b>Facilitators:</b> Assist with transitions to breakout groups, START RECORDING, facilitate discussion with semi structured questions, encourage participation – hear from everyone on each topic</p> <p><b>Participant:</b> Engage in topic conversations, avoid dominating a topic, be respectful of differing views</p>
60-80min Review/Summary from Breakouts	<ul style="list-style-type: none"> <li>• Hold brief summary discussion on each topic</li> <li>• Address whether consensus was reached and discuss differing opinions/beliefs between groups</li> </ul>	<p><b>Facilitator:</b> Assist with transitions from breakouts, START RECORDING, facilitate summary from each group on each topic, assess for consensus and seek clarification on differing opinions/beliefs between groups</p> <p><b>Participant:</b> Offer brief summaries of breakout discussions, be respectful of differing views</p>
80-90min	<ul style="list-style-type: none"> <li>• Wrap up thoughts</li> <li>• Addressing any final questions</li> </ul>	<b>Facilitator:</b> Assess for final thoughts that would like to be shared,

Final Thoughts and Reminders	<ul style="list-style-type: none"><li>• Authorship</li><li>• Gratitude activity</li></ul>	reminder of authorship possibilities that will be handled through email, facilitate gratitude activity, express final gratitude. <b>Participant:</b> Ensure next meeting is in your personal schedule, ponder about next meetings topic until then
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**Table A2. Breakout Session Facilitator Worksheet**

<b><u>Facilitator Worksheet</u></b>	
<b>Main Study Questions</b>	<b>Notes</b>
<b>Session 1 – Break Out: Definitions and Harms</b>	
1) What is the definition of gambling?	
2) When does gambling become a problem? An addiction?	
3) Is gambling harmful for everyone?	
4) What harms are caused by gambling?	
5) What are co-occurring problems with gambling?	
<b>Session 2 – Break Out: Recovery Definition</b>	
1) What defines recovery from addiction?	
2) What is gambling recovery?	
3) How is it different from recovery from other addictions? (i.e. substance, sex)	
4) How should progress in recovery be measured for gambling addicts?	
5) Is abstinence required?	
6) Is self-exclusion required?	
<b>Session 3 – Break Out: Recovery Support Factors &amp; Recovery Communities</b>	
1) What factors are important for supporting gambling addiction recovery?	
2) What factors undermine gambling addiction recovery efforts?	
3) Who would be considered as being part of an addiction recovery community? Why?	
4) What does a recovery community look like for gambling addiction?	
5) Are there differences between a substance addiction recovery community and a gambling recovery community?	
6) How important is the role of a recovery community in gambling addiction recovery?	
<b>Session 4: Review or Initial Findings</b>	
1) What do you think about our definition for recovery from gambling addiction?	
2) Here is the list of key positive <i>indicators</i> of progress in recovery from gambling	

addiction. Are we missing any important pieces?	
3) Here is the list of key negative <i>indicators</i> of progress in recovery from gambling addiction. Are we missing any important pieces?	
4) Here is the list of key <i>factors</i> that were identified as supports for recovery from gambling addiction. Are we missing any important pieces?	
5) Here is the list of key <i>factors</i> that were identified to undermine recovery from gambling addiction. Are we missing any important pieces?	
<b>Session 4 – Break Out: Recovery Community Support</b>	
1) How can the community better support gambling addiction recovery efforts?	
2) What changes need to be made to better facilitate the positive recovery <i>indicators</i> ?	
3) What changes need to be made to mitigate hinderances to recovery efforts for recovering gambling addicts?	
<b>Session 5 – Break Out: Gambling Legalization</b>	
1) How has legalized gambling in MA affected gambling recovery communities?	
2) Are there any positive impacts?	
3) What does the recovery community need to be mindful of regarding legalized gambling?	
4) Does legalizing gambling make gambling safer for players, in general? What about players in recovery from gambling disorder and/or addiction?	
<b>Session 6: Review of Final Report</b>	
1) Topic by topic on the report, are there any final thoughts or concerns you see with what we have presented?	

## Sample In-Session Item Assessing Overall Agreement with Gambling Definition and What, if anything, Participants Would Change.

The following definition that was based on the discussions during the past few months.

Definition:

"Gambling is an activity that involves risking something of value, often money, on the chance of winning something of greater value. For many, gambling is an entertaining recreational activity that represents connection to cultural norms and spiritual practices, a way of making money, an expression of hope, and an emotional rush. Most can enjoy gambling without experiencing much harm. However, it also supports a broader industry that often exploits weaknesses of vulnerable populations. Thus, the line between casual gambling and gambling addiction is often blurred, making it difficult to distinguish between harmless participation and compulsive gambling behavior."

To ensure that we have accurately developed a definition reflecting the general perspective of the Community Research Team (CRT), please move the slider to indicate the percentage of your agreement. If less than 100%, there will be another question to provide feedback on how this definition could be more improved.

**No or Low Agreement**

0 10 20 30 40 50 60 70 80 90 100

**High or Complete Agreement**

Percentage of Agreement



What did you not agree with in the definition or was something missing in this definition?

(see definition below for reference)

**Table A3. Ranking Factors Supporting Recovery**

<b>Factors Supporting Recovery</b>	<b>Very</b>				<b>Not</b>
	<b>Essential</b>	<b>(4)</b>	<b>(3)</b>	<b>(2)</b>	<b>Essential</b>
	<b>(5)</b>				<b>(1)</b>
1. Willingness to change	100%	-	-	-	-
2. Awareness of triggers and stressors	92%	-	8%	-	-
3. Building a supportive recovery community and asking for help	58%	42%	-	-	-
4. Understanding and remembering your why	75%	8%	17%	-	-
5. Connection with others	58%	33%	8%	-	-
6. Changing associations to likeminded supports	58%	33%	-	17%	-
7. Changing activities and lifestyle	67%	25%	-	8%	-
8. Available and accessible services	58%	12%	25%	-	-
9. Being mindful of actions	58%	17%	17%	8%	-
10. Stable housing	50%	17%	25%	8%	-
11. Abstinence focus	42%	25%	17%	17%	-
12. Education of addiction	25%	50%	8%	17%	-
13. Changing environments	25%	42%	17%	17%	-
14. Establishing recovery reminders	33%	17%	33%	17%	-
15. Stable employment	17%	42%	25%	17%	-
16. Family involvement in the recovery process	17%	42%	17%	17%	8%



**Table A4. Ranking Factors Undermining Recovery**

<b>Factors Undermining Recovery</b>	<b>Severely Undermines</b>				<b>Does not Undermine</b>
	<b>(5)</b>	<b>(4)</b>	<b>(3)</b>	<b>(2)</b>	<b>(1)</b>
1. Lack of accountability	75%	25%	-	-	-
2. Returning to other addictive substances/behaviors	67%	33%	-	-	-
3. Desperate rumination about winning	67%	33%	-	-	-
4. Instability and unwellness	67%	25%	8%	-	-
5. Acceptance of gambling	58%	25%	8%	8%	-
6. Prevalence of gambling	33%	42%	25%	-	-
7. Constant advertising of incentives	50%	25%	17%	8%	
8. Cultural, societal, and social norms around gambling	50%	25%	17%	-	8%
9. Experts contributing to advertising	42%	25%	25%	8%	-
10. Having money	33%	25%	25%	17%	-
11. People who are not supportive	42%	17%	25%	8%	8%
12. Friends and family traditions/rituals	17%	33%	50%	-	-
13. Getting help from gamblers with different recovery goals	25%	17%	17%	33%	8%
14. People who do not understand	17%	17%	42%	8%	17%





**Table A5. Ranking Recommendations to MA Communities for Supporting Gambling Recovery Efforts**

<b>Community Support Recommendations</b>	<b>Urgent</b>	<b>Secondary</b>	<b>Minor</b>
1. Increased education about gambling harms	100%	-	-
2. Treating gambling as an addiction.	92%	8%	-
3. Increased awareness and access to recovery resources for individuals of diverse cultures.	92%	8%	-
4. Improved health care and treatment coverage and availability for those suffering from gambling addiction.	83%	17%	-
5. Better screening policies and practices for gambling problems.	75%	25%	-
6. Further regulating gambling advertising.	83%	8%	8%
7. Better trained professionals that offer treatment to those suffering from gambling addiction.	75%	25%	-
8. Commercials that foster awareness of gambling harms.	75%	17%	8%
9. Clinicians assess more often for gambling problems.	58%	33%	8%
10. Transparency from gaming organizations.	87%	17%	17%
11. Requiring gaming providers to contribute significant funding to recovery resources.	58%	33%	8%
12. Offering gambling free environments with sports and other gambling saturated entertainment.	50%	42%	8%
13. Accountability to gamers on how much they are spending.	58%	25%	17%
14. Companies and organizations taking a stance against gambling harms.	58%	25%	17%
15. Establishing better language for problem gaming and gambling.	42%	50%	8%
16. Holding the gambling community accountable.	42%	33%	25%
17. Increased education on responsible financial practices.	50%	33%	17%

# The Impact of Legalized Gambling on Recovery Communities: A Community-Based Participatory Research Study

Principle Investigator:

**Devin J. Mills, PhD**

Assistant Professor  
Texas Tech University



TEXAS TECH  
UNIVERSITY.

Graduate Research Assistant:

**Travis J. Spencer, MS**

Couple, Marriage, and Family  
Therapy Doctoral Student  
Texas Tech University

Collaborating Partner:

**MA Council on Gaming and Health**

Represented by Phil Kopel



The Massachusetts Council  
ON GAMING AND HEALTH  
*We Understand the Problem. We Can Help.*

# Conflict of Interest and Research Statements

I (**Dr. Mills**) have consulted with the gambling industry on evaluating the effectiveness of responsible gambling initiatives and I have served as an expert witness on gambling-related features in video games.

**This work has resulted in some amazing learning and research opportunities**



# Presentation Objectives

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- 1 - Identify key themes of the impact of legalized gambling on addiction recovery communities.
- 2 - Recognize the need for macro-systemic changes to be made to better support recovery communities.
- 3 - Recognize the need for tools assessing personal growth as an indicator of recovery progress.

# Current Gambling Landscape

## General Knowledge

- Gambling is a recreational activity
- 20-25% of adults, gambling contributes to psychological, social, or financial harms
- 2-6% of adults develop a Gambling Disorder (GD)

## Nationally

- 2018 – Overturning the Professional and Amateur Sports Protection Act
- Recovery specific to **GD remains ill-defined and poorly operationalized**
- Dearth of research on **how gambling legalization is specifically affecting recovery communities**

## Massachusetts (MA)

- MA legalized full-scale casinos in 2011 and sports betting in 2023
- Research funded by MA Gambling Commission (MGC) has found increases in gambling participation and gambling harms, but not an increase in GD

# Aims of the Study

## Aim 1 - Understanding Recovery

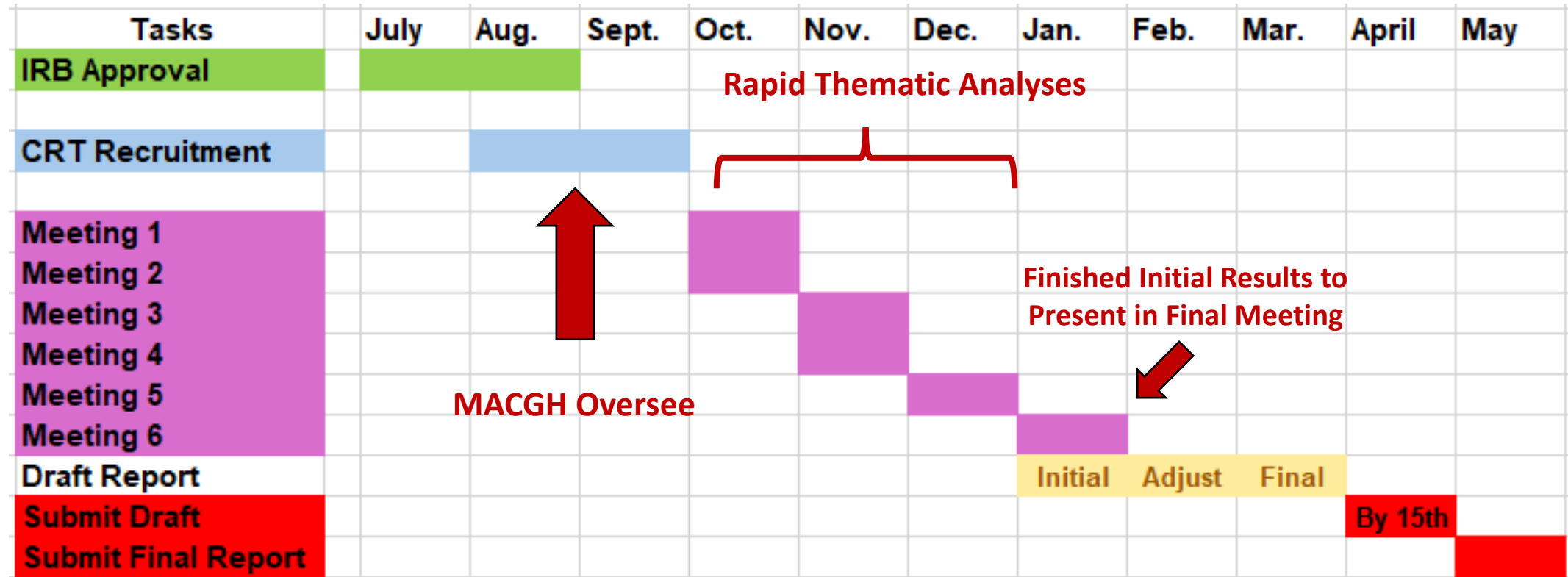
## **Aim 2 - Assessment Metrics for Recovery Progress**

### **Aim 3 - Risk Factors and Support Systems**

## **Aim 4 - Impact of Legalized Gambling on Recovery Communities**



# Methodology: CBPR and Rapid Thematic Analysis





# Meeting Topics



# CRT Recruitment and Retention

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- 4 participants with Gambling Disorder primarily
- 4 participants with Substance Use Disorder primarily
- 4 participants with Both GD and SUD as equal
- 5 participants that are mental health professionals/recovery specialists
- 3 dropped, 14 final CRT members
- **91.7%** attendance across the 6 focus groups!

All participants anonymously indicated they would be interested in participating in further aspects of this study

# Results

# Defining Gambling

1. Difficult for a recovery community to separate gambling from gambling harms.  
“industry that often exploits weaknesses of vulnerable populations”
2. “**Responsible Gambling**” is not helpful to the recovery community
3. Gambling becomes a problem when:
  1. Obsession
  2. Isolation
  3. Dishonesty
  4. Reckless Desperation
4. Harms: Financial, Emotional, and Social loss

# Community Definition of Recovery From Gambling Disorder

Recovery from gambling addiction/disorder is **a strong commitment** to redefine one's relationship with gambling in **an ongoing effort**, unique to everyone, **to heal** from the harms that gambling has caused while fostering holistic life improvement.

This process involves:

1. Setting and working toward personalized recovery goals through honest and consistent self-reflection and social feedback
2. Gaining self-awareness of underlying factors that lead to triggers and urges to gamble
3. Developing healthier coping processes and tools to manage cravings and triggers
4. Actively participating in social support systems that encourage desired recovery efforts
5. Replacing old patterns by engaging in new meaningful and fulfilling activities.

# Factors that Support or Undermine Recovery Efforts

Factors that May Support Recovery	Rating Total	Factors that May Undermine Recovery	Rating Total
1. Willingness to change	60	1. Lack of accountability	57
2. Awareness of triggers and stressors	58	2. Returning to other addictive substances/behaviors	56
3. Building a supportive recovery community and asking for help	55	3. Desperate rumination about winning	56
4. Understanding and remembering your why	55	4. Instability and unwellness	55
5. Connection with others	54	5. Acceptance of gambling	52
6. Changing associations to likeminded supports	54	6. Prevalence of gambling	51
7. Changing activities and lifestyle	54	7. Constant advertising of incentives	50
8. Available and accessible services	52	8. Cultural, societal, and social norms around gambling	49
9. Being mindful of actions	51	9. Experts contributing to advertising	48
10. Stable housing	49	10. Having money	
11. Abstinence focus	47	11. People who are not supportive	45
12. Education of addiction	46	12. Friends and family traditions/rituals	45
13. Changing environments	45	13. Getting help from gamblers with different recovery goals	43
14. Establishing recovery reminders	44	14. People who do not understand	40
15. Stable employment	44		37
16. Family involvement in the recovery process	41		
<i>Added</i>		<i>Added</i>	
17. <i>Addressing underlying mental health issues or stressors with professionals</i>	X	15. <i>Having extra time</i>	
18. <i>Harm reduction focus</i>	X	16. <i>Unmanaged bipolar disorder or other mental health issues that affect impulse control</i>	X
19. <i>Finding a recovery mentor/sponsor</i>	X		

# Defining a Recovery Community

1. Connection with a recovery community is essential for lasting success
2. Anyone with a desire to support the person seeking recovery
3. Offers opportunity to support and serve others
4. Recovery in isolation is ineffective
5. Be cautious about who you trust to support your recovery



# Recommendations to Increase Community Support in MA

Themes of Community Support	Rating Total
1. Increased education about gambling harms	36
2. Treating gambling as an addiction.	35
3. Increased awareness and access to recovery resources for individuals of diverse cultures.	35
4. Improved health care and treatment coverage and availability for those suffering from gambling addiction.	34
5. Better screening policies and practices for gambling problems.	33
6. Further regulating gambling advertising.	33
7. Better trained professionals that offer treatment to those suffering from gambling addiction.	33
8. Commercials that foster awareness of gambling harms.	32
9. Clinicians assess more often for gambling problems.	30
10. Transparency from gaming organizations.	30
11. Requiring gaming providers to contribute significant funding to recovery resources.	30
12. Offering gambling free environments with sports and other gambling saturated entertainment.	29
13. Accountability to gamers on how much they are spending.	29
14. Companies and organizations taking a stance against gambling harms.	29
15. Establishing better language for problem gaming and gambling.	28
16. Holding the gambling community accountable.	28
17. Increased education on responsible financial practices.	28

# Effects of Gambling Legalization in MA

- Increased cultural normalization of gambling, especially among youth
- Emerging adults and college students face heightened financial exploitation
- Sports betting and pervasive media content drive new addiction patterns
- Rise in substitution addictions without matching growth in treatment access
- Gambling stigma persists, making support-seeking more difficult for some
- Recovery pathways are diversifying to meet growing and changing demand

# Gambling Legalization in MA

## Positives Impacts

- Increased awareness of gambling problems
- Community benefits from redistributed earnings
- Safer gambling environments
- Increased opportunities for social connection
- Employment opportunities
- Increased funding for treatment (though insufficient for rising needs)
- “However, these positives are outweighed by negative consequences of gambling legalization. Better regulations should have been in place from the start, as reversing legalization is not feasible.”

## Warning to Recovery Communities

- Increased accessibility means increased triggers
- Emerging adults and college students highly affected
- Younger recovery seekers making online support groups more popular
- Need improved methods to assess emerging gambling problems.
- Legalization has increased gambling harms with lack of increased treatment options.

# Thinking Beyond Year 1

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## Year 1 Sets the Foundation for Further Research

### **Year 2:** *Develop and Pilot Quantitative Instruments*

Themes derived from Year 1 will inform the development of self-report measures of recovery, recovery progress, level of exposure to risk and support factors, and overall impact of gambling.

### **Year 3:** *Launch Quantitative Instrument with Online Samples*

Launch online survey to a representative sample of MA adults affected by gambling problems.

**Questions?**  
**Thank you!**



# Quarterly Report Q2 2025

August 14, 2025  
Massachusetts Gaming Commission

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# Gaming Revenue, Taxes & Lottery Sales

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# Gaming Revenue & Taxes: Q2 2025

Month	Table Games GGR	Slots GGR	Total GGR	State Taxes Collected
April	\$26,901,288.92	\$36,571,741.07	\$63,473,029.99	\$15,868,257.50
May	\$25,137,619.04	\$38,166,023.89	\$63,303,642.93	\$15,825,910.73
June	\$24,726,130.99	\$35,519,222.25	\$60,245,353.24	\$15,061,338.31
<b>Total</b>	<b>\$76,765,038.95</b>	<b>\$110,256,987.21</b>	<b>\$187,022,026.16</b>	<b>\$46,755,506.54</b>

# Gaming Revenue & Taxes: Year-Over-Year

Year	Quarter	Table Games GGR	Slots GGR	Total GGR	State Taxes Collected
2024	Q1	\$91,803,193.22	\$103,968,890.63	\$195,772,084.05	\$48,943,021.01
	Q2	\$77,777,880.96	\$104,660,310.64	\$182,438,191.60	\$45,609,547.91
	Q3	\$79,846,301.53	\$104,247,558.45	\$184,093,859.98	\$46,023,465.00
	Q4	\$79,108,817.38	\$106,735,301.00	\$185,844,118.20	\$ 46,461,029.54
	<b>Total</b>	<b>\$328,536,193.09</b>	<b>\$419,612,060.72</b>	<b>\$748,148,253.8</b>	<b>\$187,037,063.46</b>
2025	Q1	\$77,646,987.06	\$106,086,032.96	\$183,733,020.02	\$45,933,255.01
	Q	\$76,765,038.95	\$110,256,987.21	\$187,022,026.16	\$46,755,506.54
	Q3				
	Q4				
	<b>Total (to date)</b>	<b>\$154,412,026.01</b>	<b>\$216,343,020.17</b>	<b>\$370,755,046.18</b>	<b>\$92,688,761.55</b>

# Sports Wagering Revenue & Taxes: Q2 2025

Month	Monthly Win	State Retail Taxes Collected
April	\$384,916.00	\$55,879.00
May	\$558,397.00	\$81,888.00
June	\$181,087.00	\$25,709.00
<b>Total</b>	<b>\$1,124,400.00</b>	<b>\$163,476.00</b>

# Lottery Sales: Q2 2025\*

Month	Lottery Sales	% Change from 2024
April	\$307,705.00	-45.8%
May	\$319,221.00	-16.8%
June	\$248,652.00	-51.7%
<b>Total</b>	<b>\$875,578.00</b>	<b>-40.2%</b>

\*The periods for which relevant sales are reported are based upon week-end totals, and may not correspond precisely to calendar month periods.

# Lottery Sales: Year-Over-Year

Year	Quarter	Lottery Sales	% Change from Previous Year
2024	Q1	\$1,585,745.25	47.3%
	Q2	\$1,465,303.00	-0.1%
	Q3	\$949,657.50	-37.3%
	Q4	\$986,113.00	-32.5%
	Total	\$4,986,818.75	-9.7%
2025	Q1	\$1,027,647.50	-35.2%
	Q2	\$875,578.00	-40.2%
	Q3		
	Q4		
	Total	\$1,903,225.50	

# Workforce

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# Workforce Composition

Sector	Goal	Q1 % <sup>1</sup>	Q1 Total # of Employees	Q2 % <sup>2</sup>	Q2 Total # of Employees
Minority	40%	74%	2,137	74%	2,073
Veteran	3%	2%	67	2%	67
Women	50%	45%	1,536	45%	1,487
Local/Host/Surrounding Community Resident <sup>3</sup>	75%	89%	3,048	89%	2,934
MA Residents	-	92%	3,153	92%	3,038
Total Number of Employees <sup>4</sup>			3,419		3,299
Full-time			2,394		2,327
Part-time			1,025		972
On-call			0		0

1 All Q1 figures are as of April 1, 2025. The total number of employees that did not specify a minority status during Q1 was 531.

2 All Q2 figures are as of July 1, 2025. The total number of employees that did not specify a minority status during Q2 was 512.

3 Local/Host/Surrounding Community Residents” include residents from communities within thirty (30) miles of Encore Boston Harbor.

4 Please note that an employee may fall into more than one sector (e.g.: minority and local) and, as such, totals may not be reflective of the sum of previous columns.



# Workforce Composition: Employees Supervisory & Above

	Minority	Women	Veteran	Total Head Count (including non-minority employees)
<b>ALL EMPLOYEES</b>				
Number of Employees	2,073	1,487	67	3,299
% Actual	74%	45%	2%	
<b>MANAGER AND ABOVE</b>				
Number of Employees	79	81	10	202
% Actual	41%	40%	5%	
<b>SUPERVISORS AND ABOVE</b>				
Number of Employees	296	230	16	555
% Actual	59%	41%	3%	

# Operating Spend



# Operating Spend<sup>1</sup>: Diversity

Diversity Category	Annual Goal	Q1 %	Q1 Spend	Q2 %	Q2 Spend
MBE Vendor Spend	8%	11%	\$2,200,395.09	13%	\$2,453,590.78
VBE Vendor Spend	3%	0%	\$49,791.50	0%	\$23,994.37
WBE Vendor Spend	14%	18%	\$3,642,371.19	22%	\$4,058,258.26
Total Diverse Spend	<b>25%</b>	<b>29%</b>	<b>\$5,892,557.78</b>	<b>35%</b>	<b>\$6,535,843.41</b>

<sup>1</sup> All spend figures referenced herein are based upon Encore Boston Harbor's Q2 discretionary spend amount of \$18,392,421.04.

# Operating Spend: Local

Local Vendor Spend	Goal	Q1 %	Q1 \$	Q2 %	Q2 \$
Boston	\$20,000,000.00	16%	\$3,181,764.66	14%	\$2,652,995.29
Chelsea	\$2,500,000.00	2%	\$417,744.32	2%	\$368,179.75
Everett	\$10,000,000.00	10%	\$2,037,222.02	11%	\$2,074,839.63
Malden	\$10,000,000.00	1%	\$128,455.14	1%	\$97,378.58
Medford	\$10,000,000.00	2%	\$440,125.01	13%	\$314,244.85
Somerville	\$10,000,000.00	5%	\$944,592.02	4%	\$826,142.91
MA Vendor Spend	N/A	57%	\$11,451,079.68	59%	\$10,922,467.71

# Compliance

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# Compliance: Minors<sup>1</sup> Prevented from Gaming<sup>2</sup>

Month	Minors Intercepted on Gaming Floor and Prevented from Gaming	Minors Intercepted Gaming	Minors Intercepted at Slot Machines	Minors Intercepted at Table Games	Minors Intercepted Consuming Alcohol	Number of IDs NOT Checked that Resulted in Minor on Gaming Floor	Number of Fake IDs Provided by Minors that Resulted in Minor on Gaming Floor	Number of Minors on Gaming Floor Under 18 Years of Age
April	0	3	2	3	1	0	2	0
May	0	3	0	3	1	0	1	0
June	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>6</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>

1 A “minor” is defined as a person under 21 years of age, provided however, that the last column of the above specifically refers to persons under 18 years of age.

2 Please note that no minors were intercepted or found to be engaged in any sports wagering during Q2.

- The average length of time spent by a minor on the casino floor was 2 hours, 35 minutes.
- The longest length of time spent by a minor on the casino floor was 4 hours, 34 minutes.
- The shortest length of time spent by a minor on the casino floor was 22 minutes.

# Human Resources Initiatives

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Over 70 employees participated in “Coffee Talk with Jenny” in April and May.





# Health & Wellness Fair

A Health & Wellness Fair was held at Heart of House in May. Vendors such as UMR, Cragin & Pike, EyeMed and many others answered employee questions and offered information. Mini-massages were offered and the Culture & Communications Team handed out "Juice Boost," created by our Le Staff Team.



# The Annual Employee Engagement Survey

The Annual Employee Engagement Survey kicked off on June 4. Employees who took the survey during the kick-off event times were entered into a raffle to win prizes. Employees had the option to take their survey on their phones or on iPads on property.





# 6 Year Anniversary

Encore Boston Harbor celebrated its 6th anniversary on June 23rd. We conducted a live raffle HOH for all active employees and winners were drawn live for prizes like gift cards, Patagonia bags, Celtics bags and more. We also celebrated with special treats in Le Staff Cafe made by our amazing Pastry Team.





# Climb Graduation

The 10 Climb participants created a presentation for the Senior Executive Team showcasing their innovative ideas for their respected areas of business based off of the curriculum they had learned.

Following the presentations, a graduation and private dinner celebration was held at Rare Steakhouse where they received their Certificate of Completion.



# Promotions, Marketing, Special Events & Volunteerism

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# \$100,000 Vegas Takeoff Giveaway





# Community Relations Highlights



## Q2 Volunteer Hours

- Employees volunteered 3,512 hours of their personal time serving organizations such as Bottomline, Mass Fallen Heroes, and the Mystic River Watershed Association.

## Bottomline Care Packages

- Employees successfully organized and executed the first-ever care package event, assembling and distributing 120 thoughtfully curated packages to support college students during finals week.

## Earth Day Park Cleanup

- Employees assisted in cleaning up a local park in Somerville in partnership with the Mystic River Watershed Association and prevented hundreds of trash items from polluting the river and harming the local ecosystem

## Flags for the Fallen

- Employees joined Mass Fallen Heroes at the start of Patriot Week in May to honor and remember the sacrifices of fallen service members. They participated in a flag-planting ceremony, helping place hundreds of American flags as a powerful symbol of courage, resilience, and remembrance.

# TRU Contributions: Q2 2025

Charitable Organization	Dollar Amount	Number of Tickets
Animal Rescue League of Boston	\$8,086.14	33,563
Big Sister Association of Greater Boston, Inc.	\$3,550.85	22,607
New England Center and Home for Veterans	\$5,963.53	28,262
South Cove Manor at Quincy Point Rehab Center	\$3,138.04	21,266
Everett Citizens Foundation	\$6,126.00	43,199
Massachusetts Fallen Heroes	\$17,094.63	70,458
MSPCA-Angell	\$15,844.41	67,838
Wynn Resorts Foundation	\$4,154.05	31,126
<b>Total</b>	<b>\$63,957.65</b>	<b>318,319</b>





Questions?



# Q2 2025 Report Massachusetts Gaming Commission

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August 14, 2025

# Revenue, Taxes, Lottery & Spend Update

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MGM Springfield Q2 2025

## Q2 2025 Gaming Revenue & Taxes

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Month	Gaming Revenue	MA Taxes
April	\$23,539,213	\$5,884,803
May	\$25,431,179	\$6,357,795
June	\$22,833,766	\$5,708,442
<b>Total</b>	<b>\$71,804,159</b>	<b>\$17,951,040</b>

# 2025 YOY Gaming Revenue & Taxes

Year	Quarter	Table Games Revenue	Slots Gaming Revenue	Total Gaming Revenue	MA Taxes
2024	Q1	\$13,966,721	\$54,936,465	\$68,933,186	\$17,233,296
	Q2	\$12,978,593	\$54,139,847	\$67,118,440	\$16,779,610
	Q3	\$14,226,647	\$53,918,082	\$68,184,729	\$17,046,182
	Q4	\$12,788,884	\$55,123,010	\$67,911,894	\$16,977,973
	<b>Total</b>	\$54,030,844	\$218,117,404	\$272,148,248	\$68,037,062
2025	Q1	\$12,906,917	\$56,317,096	\$69,224,013	\$17,306,003
	Q2	\$13,317,810	\$58,486,348	\$71,804,159	\$17,951,040
	Q3	-	-	-	-
	Q4	-	-	-	-
	<b>Total</b>	\$26,224,727	\$114,803,444	\$141,028,171	\$35,257,043

# Q2 2025 Sports Wagering Revenue



Month	Taxable Revenue	Taxes
April	(\$261,706)	\$0
May	(\$112,455)	\$0
June	\$59,369	\$8,905
<b>Total</b>	<b>(\$314,792)</b>	<b>\$8,905</b>

Month	Taxable Revenue	Taxes
April	\$3,931,035	\$786,207
May	\$4,901,528	\$980,305
June	\$5,161,059	\$1,032,212
<b>Total</b>	<b>\$13,993,622</b>	<b>\$2,798,724</b>

## Q2 2025 Lottery

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Month	Lottery Sales	% Change from Previous Year
April	\$119,588	11%
May	\$135,985	20%
June	\$182,712	45%
<b>Total</b>	<b>\$438,285</b>	<b>26%</b>

# 2025 YOY Lottery Sales

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Year	Quarter	Lottery Sales	% Change from Previous Year
2024	Q1	\$414,543	-
	Q2	\$347,063	-
	Q3	\$410,768	-
	Q4	\$461,933	-
	<b>Total</b>	<b>\$1,634,307</b>	<b>-</b>
2025	Q1	\$399,038	(4%)
	Q2	\$438,285	26%
	Q3	-	-
	Q4	-	-
	<b>Total</b>	<b>\$837,323</b>	<b>10%</b>



## Q 2 2025 Diversity Spend

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Diversity Category	Annual Goal	Q2%	Q2 Spend
MBE Vendor Spend	10%	4%	\$271,770
VBE Vendor Spend	2%	3%	\$206,554
WBE Vendor Spend	15%	9%	\$630,043
<b>Total</b>	<b>27%</b>	<b>16%</b>	<b>\$1,108,367</b>

# 2025 Local Spend

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Diversity Category	Q2%	Q2 \$
Local* Vendor Spend	42%	\$2,821,919
MA Vendor Spend	48%	\$3,248,536

**Note:** Total Biddable Spend excludes gaming vendors, utilities, insurance, banking fees/services, and other expenses outlined within the American Gaming Association Diversity Spending Exclusion List (MGM Springfield Diversity and Affirmative Junketing Program - Appendix D).

\*Local Vendor Spend includes Springfield, Surrounding Communities and Western Massachusetts.

# Q2 Procurement Efforts

## Q2 Procurement Events:

- 6/16/2025 – MGC's Diverse & Small Vendor Opportunity Fair
- 6/18/2025 – CWE/Veteran's Affairs Matchmaker Event
- 6/30/2025 – GNEMSDC 2025 Supplier Diversity Golf Classic



# Compliance

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MGM Springfield Q2 2025

## Q2 2025 Compliance

Month	Minors intercepted in Gaming Area and prevented from Gaming	Compared to 2024	# Change	Minors intercepted gaming	Compared to 2024	# Change	Minors intercepted consuming alcohol	Compared to 2024	# Change
Apr	3	24	-21	1	1	0	1	3	-2
May	6	23	-17	1	1	0	0	0	0
Jun	2	28	-26	0	3	-3	0	1	-1

- Longest time in Gaming Area – 53 minutes
- Shortest time in Gaming area – 21 seconds
- 2 underage were under 18 years old, the remaining 9 across the quarter, were between the ages of 18 – 20.

# Employment

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MGM Springfield Q2 2025

# 2025 Employment Numbers

2025	Goals	Q1 2025 %	Q1 2025 Total # of Employees	Q2 2025 %	Q2 2025 Total # of Employees	Q3 2025 %	Q3 2025 Total # of Employees	Q4 2025 %	Q4 2025 Total # of Employees
Minority	50%	52%	804	53%	821	%		%	
Veteran	2%	4%	68	5%	73	%		%	
Women	50%	41%	639	41%	636	%		%	
Springfield Residents	35%	37%	575	39%	604	%		%	
Western MA Residents	-	75%	1,165	75%	1,171	%		%	
MA Residents	-	77%	1,190	77%	1,198	%		%	
Total # Of Gaming Establishment Employees*	-		1,546		1,553				
Full Time	-		984		974				
Part Time	-		314		328				
On Call	-		248		251				

- MGM Springfield Sportsbook currently employs 9 team members.



# Q2 2025 Workforce & Hiring Initiatives

## Continued Property Tours and Presentations to Students of:

- Holyoke Community College (HCC) Line Cook Program
- Hampden County Sheriffs Department MassSTEP Culinary Arts

## Career Fairs at:

- Bay Path University
- Westover Job Corps

## Workforce Development:

- Dress for Success
- Transferrable skills workshop
- *Foot in the Door* program presentation & graduation

## Workforce Community Outreach:

- *Fresh Start Career Day* hosted by the City of Springfield



**FRESH START  
CAREER DAY!**

 **Actively Hiring  
Employers**  **Apprenticeship  
Opportunities**  **CORI Sealing  
Assistance**

**Open to ALL job seekers!** Connect with hiring employers, explore new career opportunities, and access valuable resources to move forward! If you're looking to start fresh, advance your career, or need CORI sealing assistance, we can try to help you seal it to open new opportunities!

**WEDNESDAY, MAY 21st, 2025**

**1:00 - 5:00 PM** **Basketball Hall of Fame  
Springfield, MA**

Pre-registration is highly encouraged for all job seekers, but is a requirement for people seeking CORI assistance. Please use the link or QR code below.

[https://bit.ly/Fresh\\_Start\\_Career\\_Day](https://bit.ly/Fresh_Start_Career_Day) or QR Code 



# Community Outreach & Special Events

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MGM Springfield Q2 2025



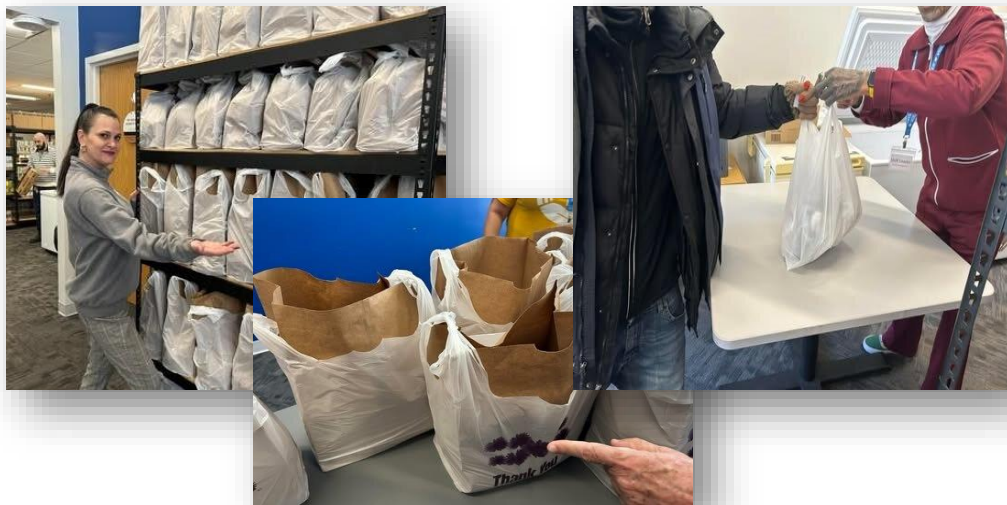
# Q2 2025 Community Outreach & Special Events



Loaves & Fishes



Friends of the Homeless



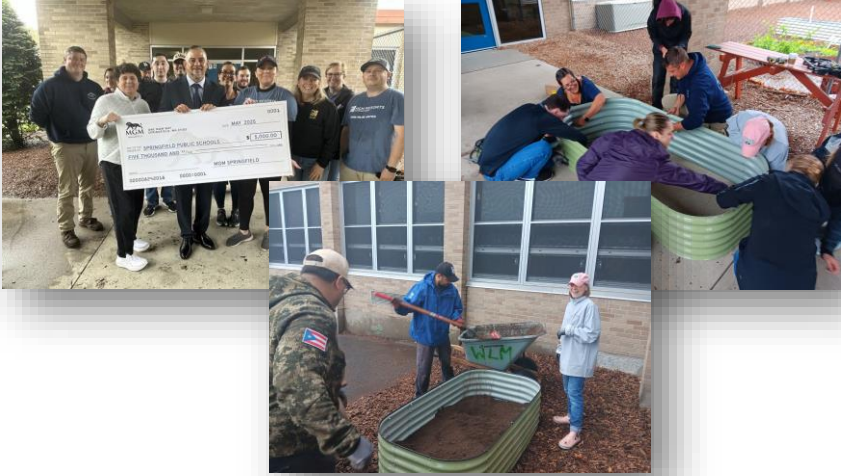
United Way Grocery Distribution



Revitalize CDC



# Q2 2025 Community Outreach & Special Events



Springfield Public Schools



Memorial Day



Springfield Pride Parade/You Ball



YMCA Garden Cleanup



Wine Safari: Zoo at Forest Park



# Q2 2025 Community Outreach & Special Events

- Partnered with Hunger Relief Organizations:
  - Served over 1,800 meals
  - Hundreds of grocery bags distributed
- Grants totaling more than \$160K to 14 community partners including:
  - ROCA
  - Tech Foundry
  - WestMass Eldercare, Inc.
  - Habitat for Humanity
  - Boys & Girls Club
  - Revitalize CDC
  - Springfield Museums
  - Grow Food Northampton



# Entertainment

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MGM Springfield Q2 2025



# Q2 Entertainment at MassMutual Center





# Upcoming Entertainment at MassMutual Center





# Upcoming Entertainment at MassMutual Center



A promotional poster for WWE RAW. At the top, the WWE logo is on the left and the word "RAW" is in large, metallic, 3D letters on the right. Below the logo, a group of eight wrestlers is posed. From left to right: a Black man in a blue and white armored suit with a white fur collar; a Black man in a similar suit; a woman with long red hair in a black leather jacket; a man in a maroon jacket; a man in a red t-shirt and a red cap with "U ME" on it; a man with a beard and sunglasses in a blue and white shirt; a man with long blonde hair in a white shirt; a woman with dark hair in a black top; and a man in a white and black mask with a star on the forehead. Below the wrestlers, the text "SPRINGFIELD, MA" is in black. Underneath that, "MONDAY" is in red, followed by "SEPTEMBER 15" in large red letters, and "7:30PM" in red. At the bottom left, the MassMutual logo (three dots) is followed by "MassMutual Center" in blue. At the bottom right, the website "MASSMUTUALCENTER.COM" is in black.

**SPRINGFIELD, MA**

**MONDAY SEPTEMBER 15 7:30PM**

∴ MassMutual Center

MASSMUTUALCENTER.COM

# Q2 Entertainment at MGM Springfield & Symphony Hall

MICHAEL W. SMITH

**BEYOND THE  
HORIZON  
TOUR**



MICHAEL W. SMITH

**APRIL 26**

**SYMPHONY HALL**  
SPRINGFIELD




**Legends  
in Concert**

SATURDAY, JUNE 28  
MGM Springfield  
ARIA Ballroom

**A TRIBUTE TO  
TAYLOR SWIFT  
(LEGENDS' VERSION)**

FEATURING  
ELIZABETH BURNETT

**MGM**  
SPRINGFIELD



**FREE MUSIC FRIDAYS**

LIVE ON THE PLAZA


MAY 23	THE EAGLES EXPERIENCE <small>THE PREMIER EAGLES TRIBUTE SHOW</small>	JUL 18	BACK IN BLACK <small>THE TRUSSARDI EXPERIENCE</small>
MAY 30	AMERICAN HONEY <small>A MODERN COUNTRY ROCK'N' POP PARTY</small>	JUL 25	PETTY LARCENY <small>NEW ENGLAND'S TOP TON PETTY TRIBUTE</small>
JUN 06	THE GREAT ESCAPE <small>A TRIBUTE TO JOURNEY</small>	AUG 01	BELOW DECK <small>TRASHY ROCK FAVORITES</small>
JUN 13	NEON 90s <small>NEW ENGLAND'S PREMIER TRIBUTE TO THE 1990s</small>	AUG 08	BILLY & THE JETS <small>PLAYING THE HITS FROM LESTER PAIN &amp; BILLY JOEL</small>
JUN 20	CATHEDRAL <small>ALL ERA VAN HALEN TRIBUTE</small>	AUG 15	JOHNNY SIXGUN <small>AUTHENTIC CLASSIC ROCK THE WAY YOU REMEMBER IT</small>
JUN 27	DOOKIE <small>AMERICA'S PREMIER GREEN DAY TRIBUTE</small>	AUG 22	TRAMPS LIKE US <small>THE #1 MUSIC SPINWHEEL TRIBUTE BAND</small>
JUL 04	TRAILER TRASH* <small>TODAY'S MODERN COUNTRY MUSIC "GPM" START</small>	AUG 29	HIGH NOON <small>A TRIBUTE TO LONERD SKYDIVER &amp; SOUTHERN ROCK</small>
JUL 11	MALADO! <small>SPRINGFIELD'S TOP MALE R&amp;B, FUNK &amp; MORE!</small>	SEP 05	AQUANETT <small>TRIBUTE TO MICHAEL JACKSON &amp; MORE!</small>

**FRIDAY NIGHTS OUTDOORS ON  
THE PLAZA STARTING AT 7:30PM.**

WEATHER PERMITTING. SCHEDULE SUBJECT TO CHANGE WITHOUT  
NOTICE. VISIT [MGMSpringfield.com](http://MGMSpringfield.com) FOR ADDITIONAL INFO.

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Sept. 12 - 28

**SYMPHONY HALL**

**THERESA  
CAPUTO**

**MAY 30**



*Theresa  
Caputo*

**LIVE**

"THE EXPERIENCE"  
FROM *Lifetime* RAISING SPIRITS



**RYAN ADAMS**

*heartbreaker*

'25 WORLD TOUR

07/11  
SYMPHONY HALL  
SPRINGFIELD, MA

**SYMPHONY HALL**  
SPRINGFIELD



# Upcoming Entertainment at MGM Springfield





Thank you

---



TO: Chair Jordan Maynard and Commissioners Eileen O'Brien, Bradford Hill, Nakisha Skinner and Paul Brodeur

FROM: Joseph E. Delaney, Chief of Community Affairs

CC: Dean Serpa, Executive Director, Justin Stempeck, Interim General Counsel

DATE: August 8, 2025

RE: FY 2027 Community Mitigation Fund Policy Questions

---

As we do each year, the Community Affairs Division keeps track of issues associated with the Community Mitigation Fund (CMF) and brings them to the Local Community Mitigation Advisory Committees (LCMACs) and the Commission for discussion and comment.

Given the circumstances regarding funding for the last two years, FY 2027 brings a whole host of new challenges for the continued implementation of the program. Based on the awards made in FY 2026, it appears that there will be approximately \$5.9 million available for FY 2027. We will be working with the Finance Division to finalize the exact number.

For FY 2026, the Commission originally estimated that the expenditures would total about \$19.5 million. This was based on the Block Grant formula for Communities, the limits placed on Regional Agency Grants, and historic grant applications. The \$5.9 million available for FY 2027 would be 30% of that total. So clearly, there will need to be major reductions to all grants based on these facts.

The key considerations this year are all based around how to best distribute the remaining funds.

**Should the Commission change the allocation of funds between Region A, Region B and the Category 2 communities?**

The following was the allocation formula for FY 2026 broken down by Region:

Region A – 66.41% of Total Allocation as follows:

Municipal Block Grants	\$11,500,000
Regional Agency Grants	<u>\$ 1,450,000</u>
Total	\$12,950,000



Massachusetts Gaming Commission



Region B – 29.74% of Total Allocation as follows:

Municipal Block Grants	\$ 4,300,000
Regional Agency Grants	<u>\$ 1,500,000</u>
Total	\$ 5,800,000

Category 2 – 3.85% of Total Allocation as follows:

Municipal Block Grants	\$ 500,000
Regional Agency Grants	<u>\$ 250,000</u>
Total	\$ 750,000

Grand Total \$19,500,000

If the same percentages were used for FY 2027, the available grant amounts would be:

Region A – 66.41% of Allocation	\$ 3,918,190
Region B – 29.74% of Allocation	\$ 1,754,660
Category 2 – 3.85% of Allocation	<u>\$ 227,150</u>
Grand Total	\$ 5,900,000

Historically, the funds generated by the casinos remained in their regions with surplus funds used to fund the regional agency grants. Technically, all of the remaining funds were generated in Region A.

### **Should the Commission make any changes to community eligibility?**

Over the years, the Commission has established eligibility for the CMF as designated Host and Surrounding Communities, communities that are adjacent to a Host Community, and communities that petitioned to be a Surrounding Community, but were denied that status. These were the communities that were deemed eligible in the FY 2026 Municipal Block Grant Guidelines.

In developing the funding formula, one of the basic tenets was that the further a community was from a casino, the smaller the impacts. The Commission could consider whether all of these communities should continue to be eligible for funding. The Commission could consider limiting eligibility to some of those communities to help preserve more funds for the communities more directly impacted by the casinos.



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### **Should the Commission continue to fund Category 2 communities?**

The Plainridge Park Casino (PPC) does not contribute any funds towards the CMF. The only CMF funding from PPC came from its original application fee and totaled \$1,625,000. The CMF has provided well in excess of that amount of funding over the last 10 years to the Category 2 communities.

### **Should the Commission continue to fund Regional Agency grants?**

MGL 23k Section 61 identifies “local and regional education, transportation, infrastructure, housing, environmental issues and public safety, including the office of the county district attorney, police, fire and emergency services” as eligible entities to receive CMF grants.

The Commission could consider reducing or eliminating some of these grant programs to help supplement funding for communities that are more directly impacted by the casinos, or to help preserve higher levels of funding for the regional programs that the Commission considers to be higher priority.

The following are the current grants that we have issued to Regional Agencies:

- **Workforce Development Grants** – One grant in Region A and one Grant in Region B with a maximum grant amount of \$750,000. These have gone to MassHire in Region A and HCC/STCC/Springfield Public Schools in Region B. These started at \$200,000 per Region and have grown over the years to the current \$750,000.
- **Regional Public Safety Grants** – The current Guidelines only specify the District Attorney’s Offices and the Attorney General’s office as directly eligible for funding. DA’s are limited to \$100,000 each and the AG is based on identified need. The Guidelines also state that other public safety agencies may be eligible based on available funding and demonstrated need. In 2026, grants were awarded to the following entities:
  - Hampden County District Attorney
  - Hampden County Sheriff’s Office
  - Suffolk County District Attorney
  - Attorney General
- **Regional Planning Grants** – These grants were introduced in FY 2025 as a way to look at more regional issues that may affect multiple impacted communities. The eligible entities are MAPC, PVPC and SRPEDD, with each eligible for up to \$250,000.



Massachusetts Gaming Commission

## **Should the Commission modify the Financial Waiver Requirements of the Guidelines?**

Considering the reduced level of funding for FY 2027, it seems unlikely that there will be any significant sources of surplus funds available for waivers. The only circumstances where waivers might be available are if a community did not apply for funds, or certain projects were not deemed eligible for funding. We are recommending changing the wording of this waiver to reflect the current reality.

## **Should there be any changes to the grant categories and Guidelines?**

Staff is not proposing any wholesale changes to the Guidelines. We have not identified any new categories of grants and the revisions made to the Guidelines over the last couple of years have resulted in improved applications. The current grant categories are:

- Community Planning
- Transportation (planning and construction)
- Public Safety
- Gambling Harm Reduction
- Specific Impact

**Should the Commission make any changes to the distribution formula?** The distribution formula seemed to work well for the last two years. If the Commission were to change the eligibility for funds, the formula might also need to change.

Attachment A demonstrates what the grant amounts would look like if the Commission funded each eligible entity at 30% of the FY 2026 amounts.

## **Input from the Local Community Mitigation Advisory Committees.**

Meetings were held with both the Region A and Region B LCMACs on August 5. Staff reviewed the policy questions with the Committees and asked for input particularly regarding how best to distribute the funds.

Region A – Several members recommended that the focus be on the communities and not so much on the Regional Agencies. It was expressed that the regional agencies generally have other sources of funding that they can tap into. The City of Everett requested that the remaining funding only go to the Host Communities as they are the most impacted by the casinos. There were also several comments that recommended keeping all of the money in Region A since these funds were generated by Encore. Other comments recommended eliminating funding for the Category 2 communities. There was some support for reducing the number of eligible communities. There was also some support expressed for maintaining the Workforce Grant.



Massachusetts Gaming Commission

Region B – Several of the members opined that the focus of the funds should be on the communities and not as much on the regional agencies. However, there was strong support for the Workforce Grants in Region B. There did not seem to be any support for reducing the number of eligible communities.



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## Attachment A

The following tables demonstrate what the impact would be on each community and regional agency if we used 30% of the previous grant allocation. This is just for illustrative purposes.

### Region A FY 2027 Formula

Community	FY 2026 Allocation	30% of FY 26
Everett	\$2,862,000	858,600
Boston	\$2,607,000	782,100
Cambridge	\$700,000	210,000
Somerville	\$1,110,000	333,000
Medford	\$1,048,400	314,520
Malden	\$882,800	264,840
Revere	\$662,100	198,630
Chelsea	\$1,027,700	308,310
Saugus	\$200,000	60,000
Lynn	\$200,000	60,000
Melrose	\$200,000	60,000
<b>Total</b>	<b>\$11,500,000</b>	<b>3,450,000</b>

Regional Agency	FY 2026 Allocation	30% of FY 26
MassHire	\$750,000	\$225,000
Suffolk DA	\$100,000	\$30,000
Middlesex DA	\$100,000	\$30,000
AG Office	\$250,000	\$75,000
MAPC	\$250,000	\$75,000
<b>Total</b>	<b>\$1,450,000</b>	<b>\$435,000</b>

	FY 2026	FY 2027
<b>Region A Total</b>	<b>\$12,950,000</b>	<b>3,885,000</b>



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## Region B FY 2027 Formula

Community	FY 2026 Allocation	30% of FY 26
Springfield	\$1,403,700	421,110
W. Springfield	\$518,300	155,490
Holyoke	\$294,000	88,200
Chicopee	\$341,100	102,330
Ludlow	\$244,900	73,470
Wilbraham	\$313,800	94,140
E. Longmeadow	\$352,000	105,600
Longmeadow	\$324,800	97,440
Agawam	\$357,400	107,220
Hampden	\$75,000	22,500
Northampton	\$75,000	22,500
<b>Total</b>	<b>\$4,300,000</b>	<b>1,290,000</b>

Regional Agency	FY 2026 Allocation	30% of FY 26
HCC/STCC	\$750,000	\$225,000
Hampden DA	\$100,000	\$30,000
Hampden Sheriff	\$400,000	\$120,000
PVPC	\$250,000	\$75,000
<b>Total</b>	<b>\$1,500,000</b>	<b>\$450,000</b>

	FY 2026	FY 2027
<b>Region B Total</b>	<b>\$5,800,000</b>	<b>1,740,000</b>



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Category 2 FY 2027 Formula

Community	FY 2026 Allocation	30% of FY 26
Plainville	\$153,300	45,990
Wrentham	\$76,800	23,040
Foxborough	\$64,500	19,350
Mansfield	\$63,000	18,900
N. Attleborough	\$81,700	24,510
Attleborough	\$60,700	18,210
<b>Total</b>	<b>\$500,000</b>	<b>150,000</b>

Regional Agency	FY 2026 Allocation	30% of FY 26
SRPEDD	\$250,000	\$75,000

	FY 2026	FY 2027
<b>Cat 2 Total</b>	<b>\$750,000</b>	<b>225,000</b>

	FY 2026	FY 2027
<b>Grand Total</b>	<b>\$19,500,000</b>	<b>\$5,850,000</b>



Massachusetts Gaming Commission



*Division of Racing*

TO: Jordan Maynard, Chair  
Eileen O'Brien, Commissioner  
Bradford Hill, Commissioner  
Nakisha Skinner, Commissioner  
Paul Brodeur, Commissioner

FROM: Alexandra Lightbown, Director of Racing

CC: Dean Serpa, Executive Director  
Justin Stempeck, Interim General Counsel

DATE: August 14, 2025

RE: Plainridge Park Casino Request to Reschedule  
Cancelled Racing of July 23, 2025

---

Dear Commissioners:

Steve O'Toole, Director of Racing, Plainridge Park Casino, in consultation with the Harness Horseman's Association of New England, is requesting approval to replace the cancelled race day of July 23<sup>rd</sup> by adding September 1, with a post time of 2 pm. July 23<sup>rd</sup> was cancelled due to excessive heat and humidity.

**Recommendation: That the Commission approve the request of Plainridge Park Casino to replace the cancelled August day of July 23<sup>rd</sup> with live racing on September 1, 2025 with a post time of 2 pm.**



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PLAINRIDGE PARK  
CASINO

---

August 1, 2025

Alexandra Lightbown  
Director of Racing  
Massachusetts Gaming Commission  
101 Federal St.  
Boston, MA 02110

Dear Director Lightbown,

Plainridge Park Casino respectfully requests approval to reschedule the previously cancelled day of live racing, Monday June 23, 2025, for extreme heat to be conducted on Monday, September 1, 2025. Post time 2:00pm.

Sincerely,

Steve O'Toole  
Director of Racing



TO: Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Brad Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

FROM: Justin Stempeck, Interim General Counsel  
Alex Lightbown, Director of Racing

DATE: August 7, 2025

RE: Massasoit Greyhound Association, Inc. Request for ADW Approval

---

On June 16, 2025, the Massasoit Greyhound Association, Inc. ("MGA"), filed a written request to the Commission requesting approval of Churchill Downs Technology Initiatives Company ("CDTIC") as an advance deposit wagering ("ADW") provider. On July 1, 2025, the Commission held a public meeting where it heard from a number of interested parties regarding this request, including, MGA, Churchill Downs Technology Initiatives Company ("CDTIC"), Plainridge Park Casino ("PPC") and the New England Horsemen's Benevolent and Protective Society ("NEHBPA"). During that discussion the primary questions that arose were the following:

1. How should the Commission interpret the reference in G.L. c. 128A, §5C to the simulcasting statute, G.L. c. 128C and does this reference incorporate the simulcasting limitations on licensees to their advance deposit wagering operations? The specific statutory language is cited below:

... each person licensed to conduct a running horse, harness horse or dog racing meeting, not including racing meetings held or conducted at a state or county fair, may establish and maintain betting accounts with individuals for use in connection with account wagering on races offered by the licensee, as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C, including those fees, payments, commissions and premiums.

2. Is PPC the only racing licensee authorized to offer Advance Deposit Wagering?
3. Is the consent of the NEHBPA necessary to simulcast in Massachusetts?

In anticipation of further discussion and review the Commission requested written submissions from any interested party. As a result, the Commission received responses from MGA, CDTIC, PPC,



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the NEHBPA and Sterling Suffolk Racecourse, LLC (“Suffolk”). All written responses are attached hereto and are summarized below.

**1. How should the Commission interpret the reference in G.L. c. 128A, §5C to the simulcasting statute, G.L. c. 128C and does this reference incorporate the simulcasting limitations on licensees to their advance deposit wagering operations?**

**a. MGA and CDTIC**

MGA and CDTIC take the same position with respect to the question of whether the limits on simulcasting contained in G.L. 128C impact the offering of advance deposit wagering under G.L. 128A, namely, that the two activities are entirely separate. In support of this argument, CDTIC points to the fact that simulcasting and advance deposit wagering regulations are in different regulatory sections as are the rulemaking authority for each statutory section.

CDTIC further argues that the specific language at issue must be read in its context within the statute, highlighting the final clause of the sentence as below:

each person licensed to conduct a running horse, harness horse or dog racing meeting, not including racing meetings held or conducted at a state or county fair, may establish and maintain betting accounts with individuals for use in connection with account wagering on races offered by the licensee, as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C, **including those fees, payments, commissions and premiums.**

CDTIC asserts that there are many provisions of G.L. c. 128C which cannot apply to account wagering under G.L. 128A and that the only possible reading of this statutory section would be a narrow one tied to the ensuring that the licensee pays the appropriate fees associated with the highlighted language.

**b. PPC**

On this issue, PPC argues that the racing licensee limitations on simulcasting certain races as detailed in G.L. c. 128C §2, are incorporated by reference into G.L. c. 128A §5C and should similarly apply as limits on advance deposit wagering.

**c. Suffolk**

Suffolk argues that the express statutory language and the rules of statutory construction require a finding that account wagering is limited to a licensee’s simulcast rights under G.L. c. 128C. In furtherance of this position Suffolk explains that advance deposit wagering providers operate on behalf of racing licensees and thus are bound by whatever restrictions are placed upon its associated racing licensee. Suffolk specifically calls out the language stating that the legislature was specifically



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and expressly limiting the account wagering authorization set forth in G.L. c. 128A, §5C, where it stated that racing licensees are permitted to conduct account wagering only with respect to races and wagers “the licensee *is otherwise authorized to accept* in accordance with [Chapter 128A] and Chapter 128C” (emphasis added). As a result, racing licensees are authorized to conduct account wagering only on those races and wagers that are authorized by Chapter 128C (races they are authorized to simulcast).

**d. NEHBPA**

The response from the NEHBPA does not address this question and the NEHBPA appears to take no position on this issue.

**2. Is PPC the only racing licensee authorized to offer Advance Deposit Wagering?**

**a. MGA and CDTIC**

MGA asserts that it has a statutory right to offer advance deposit wagering and simulcasting.

CDTIC does not address the argument raised by PPC.

**b. PPC**

PPC argues that it is the only entity in the Commonwealth statutorily permitted to offer advance deposit wagering. In support of this position, PPC points to the language in G.L. c. 128A, §5C that refers to “each person *licensed to conduct a running horse*, harness horse or dog racing meeting...” and argues that it is the only entity licensed to conduct *live* racing in the Commonwealth and thus the only entity that should be allowed to engage in advance deposit wagering.

**c. Suffolk**

In contrast to PPC, Suffolk asserts that all existing racing licensees are authorized to conduct advance deposit wagering. In its letter Suffolk walks through its history of live racing in the Commonwealth as well as its continued approval as a racing licensee via legislative acts since its cessation of live racing in 2019. Suffolk explains that it is a “racing meeting licensee” and argues that its status as a “racing meeting licensee” is the same as being “licensed to conduct a running horse, harness horse or dog racing meeting” as stated in G.L. c. 128A, § 5C. Suffolk additionally points out that PPC is raising this argument for the first time despite Suffolk’s annual approvals from the Commission to conduct advance deposit wagering for each of the past five years. Suffolk further details the legislative history of each extension of its racing license since 2015 to underscore its position that the legislature has never limited Suffolk’s rights to conduct account wagering despite carefully crafting a variety of other language over the years. In particular, Suffolk points to the most recent racing and simulcasting extension statute, which, when enacted in 2023 identified Suffolk as



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“the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2023.” St. 2023, c. 26, §23.

**e. NEHBPA**

The NEHBPA does not address this question in its response.

**3. Is the consent of the NEHBPA necessary to simulcast in Massachusetts?**

**a. MGA and CDTIC**

MGA asserts that no statute or regulation authorizes the Commission to condition its license to require it to reach an agreement with the NEHBPA.

CDTIC does not address this issue in any of its materials.

**b. Suffolk**

Suffolk argues that the NEHBPA has limited consent rights with respect to simulcasts in Massachusetts. Specifically, Suffolk states that except with respect to incoming simulcast signals from New York in months other than August, no Massachusetts racing licensee and no advance deposit wagering company acting as a service provider for a racing licensee currently requires the consent of the NEHBPA to simulcast. Suffolk further asserts that the NEHBPA has provided its consent to Massachusetts racing licensees for New York Races.

**c. PPC**

PPC disagrees with the NEHBPA’s position and argues that once the NEHBPA has approved a simulcast signal for one racing licensee that signal is deemed approved for all otherwise eligible racing meeting licensees under the Interstate Horseracing Act.

**d. NEHBPA**

The NEHBPA originally argued that without its consent no simulcast licensee should be approved by the Commission. The NEHBPA has now changed position and formally consents to the proposed agreement between MGA and CDTIC.



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Justin Stempeck  
Interim General Counsel  
Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110

July 31, 2025

Counselor Stempeck:

Plainville Gaming and Redevelopment, LLC d/b/a Plainridge Park Casino (“PPC”) writes to provide follow-up information regarding our position on G.L. c. 128A, section 5C and its reference to 128C, as requested by the Massachusetts Gaming Commission (“Commission”). PPC has two main concerns with the addition of entities authorized to offer advance deposit wagering (“ADW”) operations in Massachusetts: (1) advance deposit wagering may be approved by the Commission only for those licensees conducting live racing meetings (*see* G.L. c. 128A, Section 5C), and (2) advance deposit wagering that is approved by the Commission must comply with the simulcast restrictions in G.L. c. 128C, Section 2. Further, contrary to the New England Horsemen’s Benevolent & Protective Association (NEHBPA)’s assertion, neither federal nor state law requires horsemen’s associations to consent to simulcast.

**1) PPC is the Only Entity in the Commonwealth Statutorily Permitted To Offer ADW.**

Advance deposit wagering is primarily governed by G.L. c. 128A, Section 5C, which states the following:

“each person ***licensed to conduct a running horse, harness horse or dog racing meeting*** . . . may establish and maintain betting accounts with individuals for use in connection with account wagering on races offered by the licensee, ***as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C***, including those fees, payments, commissions and premiums. As used in this section, “account wagering” shall mean a form of pari-mutuel wagering in which an individual may deposit money to an account established ***through an agreement with a person licensed to conduct a running horse, harness horse or dog racing meeting*** and use the account balance to make and pay for wagers...”

*and*

“A person **licensed to conduct a running horse, harness horse, or dog racing meeting** [...] shall accept and maintain betting accounts directly, or through an agreement with an authorized and licensed service provider, in the name of a natural person only.”

*Emphasis added.*

It appears from the submissions previously made by some parties to the Commission that there is significant emphasis being placed on whether the simulcast conditions contained in section 128C apply to acceptance of ADW. Focusing on this question, however, overlooks a fundamental statutory construct that moots the inquiry. By its very text, the law states that only those licensed to conduct live racing may establish and maintain ADW accounts. In fact, the phrase “***licensed to conduct a running horse, harness horse, or dog racing meeting***” appears seven (7) times within Section 5C. Although this section authorizes live racing licensees to conduct ADW directly or through a service provider, the fact remains that the entity conducting ADW must be an entity “licensed to conduct a running horse, harness horse, or dog racing meeting.” PPC is the only entity in the Commonwealth that is licensed to conduct live racing.<sup>1</sup> As such, PPC is the only entity in the Commonwealth that is statutorily authorized to maintain ADW accounts or conduct ADW through approved service providers. Because no other entity is statutorily authorized to maintain ADW accounts, the question of whether the simulcast restrictions can or should apply to any other entity is moot.<sup>2</sup>

Further, the Commission’s regulations address advance deposit wagering at 205 CMR 6.20, which states that “associations may, **either directly or through a service provider authorized and licensed by the Commission**, offer a system of account wagering to its patrons.” Further, the regulation states that “[t]he association shall annually request authorization from the Commission before a system of account wagering is offered.” Thus, other parties’ assertions to the contrary, the Commission’s approval is required by both law and regulation before an entity begins to offer ADW. PPC has satisfied this requirement through its annual racing license renewal process with the Commission. To PPC’s knowledge, no other entity has gone through this annual process with the Commission.

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<sup>1</sup> For purposes of completeness, both Suffolk Downs and MGA are precluded under the law to conduct live racing pursuant to the sunset provisions located in the Massachusetts racing laws. *See, e.g.*, Acts of 2011 c. 194, Section 92, extended by Acts of 2023, c. 26, Section 19 and Acts of 2023 c. 26, Section 23.

<sup>2</sup> Apparently, the only justification that has been provided to circumvent this statutory provision is historical practice and that the Commission may have approved ADW by those not operating live racing in the past. However, the Commission’s current and historical treatment of ADW is irrelevant in this instance. As the Commissioners discussed during the Commission’s July 1, 2025 public meeting, the statute in question here is complex, and regardless of what has happened in the past, the Commission is bound by the law. The Supreme Judicial Court has held that “[t]he right of the public to have the [...] laws properly administered cannot be forfeited by the action of its officials.” *New City Hotel Co. v. Alcoholic Beverages Control Com.*, 347 Mass. 539 (1964). Moreover, the restrictions present in c. 128C, Section 2 are independent of requests that have previously been approved by the Commission for simulcast signals. Rather, once the Commission approves the signals, it is the licensee’s responsibility to adhere to the law and the restrictions therein.

**2) If The Commission Authorizes Others To Offer ADW, The Provisions Of Section 128C Should Be Applied.**

As discussed above, PPC is the only entity statutorily eligible to offer ADW directly or through approved service providers and there is no reason to consider the question further. However, if the Commission takes the view that other associations are authorized to offer ADW accounts and wagering, all approved ADW service providers are required to comply with the simulcast restrictions imposed on the licensed associations by G.L. c. 128C, Section 2, as that section is incorporated by reference into G.L. c. 128A, Section 5C, as noted above. Among those restrictions are the following:

“The Greyhound dog racing meeting licensee located in Bristol county [Massasoit Greyhound Association, Inc., “MGA”] shall have the right to simulcast at any location in Bristol county approved by the commission: (a) unlimited greyhound dog racing; (b) on any day of the calendar year, unlimited horse racing from and after 6:00 p.m., plus the entire racing cards from any 2 running horse racing meetings in the state of California, and simulcasts of the Suffolk county running horse racing meeting licensee’s live racing during its racing season and 2 so-called companion cards; and 6 interstate running horse simulcasts prior to 4:00 p.m. on any day the Suffolk county running horse racing meeting licensee does not conduct live races; and (c) a total of 4 harness horse racing performances on any day of the calendar year...”

G.L. c. 128A, Section 5C’s explicit incorporation by reference of the above simulcasting restrictions means that not only is the licensed association bound by these restrictions, all such ADW service providers approved by the Commission to operate through that licensed association are subject to those restrictions as well. There is no basis for the argument that these restrictions apply only to simulcasting by the association and not to account wagering, given the legislature’s mention of c. 128C, Section 2 in the section governing ADW. Nowhere in the statutory text is there an indication that the legislature intended for these restrictions only to apply to simulcasting.

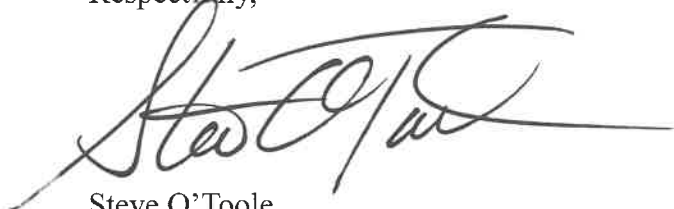
Lastly, there is no basis in the applicable law for the NEHBPA’s assertion that its consent is necessary to simulcast. The NEHBPA relies on an “implicit” intent by the legislation establishing the Massachusetts Gaming Commission to “preserv[e] and advance [...] horse racing in Massachusetts,” yet provides no statutory authority for its assertion. Massachusetts law states that “all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 *et seq.* or other applicable federal law; provided further, that all simulcasts which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen’s

Benevolent & Protective Association prior to being simulcast the a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.” This provision therefore only applies to an association receiving a signal from a specific jurisdiction that does not require approval from the local horsemen’s association to send the simulcast signal out-of-state. Furthermore, the statute is clear that should the NEHBPA approve such a simulcast signal, then that signal is deemed approved for all otherwise eligible racing meeting licensees.

PPC respectfully requests the Commission deny MGA’s request to add a new ADW service provider. If the Commission chooses to approve MGA’s request, PPC requests that MGA and its ADW service provider be subject to the applicable simulcast restrictions in G.L. c. 128C Section 2, which is incorporated by reference in G.L. c. 128A, Section 5C, the provision governing ADW. Further, the NEHBPA does not have to consent to simulcasts.

Thank you for your consideration of this matter. We are happy to discuss further should the Commissioners or Commission staff wish to do so. Please do not hesitate to contact us with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve O'Toole", with a long horizontal flourish extending to the right.

Steve O'Toole

Director of Racing

Plainville Gaming and Redevelopment, LLC d/b/a Plainridge Park Casino



July 31, 2025

VIA EMAIL

Justin Stempeck, Interim General Counsel  
Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110  
justin.stempeck@massgaming.gov

RE: Request to Add Authorized Service Provider to Our Account Wagering System

Dear Mr. Stempeck:

Kindly accept this letter as a summarization to our request to approve an amendment to our authorized system of account [deposit] wagering. Our requested amendment is to add Churchill Downs Technology Initiatives Company (“CDTIC”, d/b/a “TwinSpires”) as an authorized service provider.

In addition to the comments set forth below, we incorporate the response filed by CDTIC, including but not limited to the comments aimed to address the Commission’s inquiry pertaining to your highlighted text of Section 5C of Chapter 128C, at the July 1, 2025 public meeting and your July 10, 2025 request, for additional comments. As comprehensively set forth by the CDTIC, our proposed agreement is completely harmonious with the statutory distinction between account wagering and simulcasting and otherwise in compliance with the applicable provisions of both chapters 128A and 128C.

Further, our racing meeting license includes the *statutory obligation* to engage in account wagering either directly, or through a service provider.<sup>1</sup> It is our understanding that, for many years, the Commission has consistently authorized CDTIC to be a service provider to the Suffolk Downs racing meeting licensee. In addition to ensuring equity and fairness among racing licensees, reasoned consistency is an important tenant of regulatory decision making.

Plainridge Park provided written comments in its June 27<sup>th</sup> email to Director Lightbown claiming that Plainridge Park is the only racing meeting licensee in the Commonwealth, and that we are somehow subject to unexplained “*restrictions listed in MGL 128C Sec 2 Sub-Sec 2*”. Those

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<sup>1</sup> See G.L. c. 128A, §5C.





July 31, 2025

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unsupported comments are not only baseless, but were obviously motivated by Plainridge Park's desire to improperly monopolize simulcast wagering. It is indisputable that we are a racing meeting licensee, and that we have the statutory obligation to engage in account wagering. Similarly, it is indisputable that G.L. c. 128C, §2(2) expresses our "right" to simulcast<sup>2</sup>, and that a "right" is never construed as a restriction on the person holding the "right". Kindly refer to our June 27<sup>th</sup> letter for the legislative history of that provision. Our "right" to simulcast under chapter 128C, does not impair our right and obligation to engage in account wagering under chapter 128A, and to do so with CDTIC, when the Commission has consistently recognized CDTIC as an authorized service provider.

The New England HBPA also provided written comments in its July 27<sup>th</sup> letter. The essence of that letter requests that the Commission "*require Raynham to reach an agreement with the NEHBPA as a condition for receiving the license*" [sic]. Respectfully, there is no provision in G.L. c. 128A, §5C, or in 205 CMR 6.20, that authorizes the Commission to impose such a condition. We note that the NEHBPA should recognize that including CDTIC will certainly increase the public's awareness and participation in the horse racing industry. That increased public exposure will provide the greatest benefit to the horsemen.

We respectfully request that the Commission authorize CDTIC to be added as an authorized service provider, for our account wagering, at its next meeting. Thank you in advance, for your consideration.

Sincerely,

Susan Rodrigues  
Massasoit Greyhound Association, Inc.  
Vice President of Operations

cc: Dr. Alexandra Lightbown, Director of Racing and Chief Veterinarian

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<sup>2</sup> G.L. c. 128C, §2(2) provides: "[T]he greyhound dog racing meeting licensee located in Bristol county shall have the right to simulcast . . .".



July 31, 2025

**PRIVILEGED AND CONFIDENTIAL**

**VIA E-MAIL**

Justin Stempeck, Interim General Counsel  
Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor  
Boston, MA 02110  
justin.stempeck@massgaming.gov

Re: Account Wagering Agreement between Massasoit Greyhound Association, Inc.  
and Churchill Downs Technology Initiatives Company

Dear Mr. Stempeck:

On behalf of Churchill Downs Technology Initiatives Company ("CDTIC") I write to respond to the Commission's July 10, 2025, follow-up email inquiry pertaining to the proposed account wagering agreement between CDTIC and Massasoit Greyhound Association, Inc. ("MGA").

**NEHBPA Consent**

To initially and briefly address the Commission's second inquiry, CDTIC takes no position on whether the NEHBPA's consent is required as it pertains to the proposed agreement between CDTIC and MGA. However, following discussions with the NEHBPA, the NEHBPA has consented to the proposed agreement.

**The Statutory and Regulatory Separateness of "Account Wagering" and "Simulcasting"**

Turning to the Commission's first inquiry pertaining to the highlighted text in your July 10 email, CDTIC incorporates by reference the substance of CDTIC's June 27, 2025 letter to the Commission. In that letter, we discussed how "account wagering"—as defined by statute, is not subject to any statutory limitations on "simulcasting," both as evidenced by the statutory language and the historical operation of account wagering in Massachusetts. Lest there be any doubt, however, we provide additional analysis herein in response to your July 10, 2025 follow-up inquiry.

First and foremost, further to the discussion in our June 27 letter that "account wagering" is simply not "simulcasting," one need only look to the structure of the Commission's existing

regulations pertaining to account wagering and simulcasting. The Commission's regulations pertaining to account wagering are located in section 6 of title 205 of the Code of Massachusetts Regulations, specifically at subsections 205 CMR 6.20 through 205 CMR 6.28 (the "Account Wagering Regulations"). By contrast, the Commission's regulations pertaining to simulcasting are located in an entirely different section, comprising the entirety of 205 CMR 7.00 (the "Simulcasting Regulations"). Nowhere in the Account Wagering Regulations is there a reference to "simulcasting," and similarly, nowhere in the Simulcasting Regulations is there a reference to "account wagering." This separation makes good sense in light of the fact that, per the definitions discussed in our June 27 letter, "account wagering" must be viewed as something different from "simulcasting."

The separation between account wagering and simulcasting is reinforced by the rulemaking authority granted to the Commission. In the rulemaking power granted to the Commission pertaining to *account wagering* is located in section 9 of chapter 128A and states in pertinent part that "[t]he commission shall prescribe rules and regulations under which betting accounts for account wagering, as provided in section 5C, shall be established, maintained and operated." By contrast, the rulemaking power granted to the Commission pertaining to *simulcasting* is located in section 8 of chapter 128C and states that "[t]he commission shall have full power to promulgate rules, regulations, and conditions under which all running horse, harness horse, or greyhound racing simulcasts and simulcast wagers shall be conducted in the commonwealth." Again, section 9 of chapter 128A makes no reference to account wagering being subject to simulcasting regulations, and section 8 of chapter 128C likewise makes no suggestion that regulations pertaining to simulcasting should apply to account wagering.

In short, not only has account wagering historically been treated separately from simulcasting in Massachusetts, but this separateness has a basis in the statutes and Commission's regulations, which consistently speak separately to account wagering and simulcasting.

### **The Proper Interpretation of Section 5C of Chapter 128A**

Turning directly to the Commission's July 10 follow-up email, the Commission seeks our position regarding the highlighted language "as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C." However, that clause needs to be read in the context of the entire statute, including the language that immediately follows: "as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C, ***including those fees, payments, commissions and premiums***" (emphasis added).

It should go without saying that chapters 128A and 128C contain numerous provisions that cannot possibly apply to account wagering. For example, account wagering providers are not subjected to the various requirements pertaining to the operation of a race meeting set forth throughout chapter 128A, such as those in sections 7, 8, and 8A. Similarly by way of example, account wagering operators are not subject to the requirements of section 3A of chapter 128C pertaining to unclaimed wagers, because all winning wagers are immediately credited back to patrons' accounts. In other words, the text highlighted in the Commission's July 10 email does not mean that account wagering providers are subject to *all* of the requirements of chapters 128A

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and 128C, and, in fact, many (if not most) of the provisions of chapters 128A and 128C cannot possibly be read to apply to account wagering.

With that in mind, the clarifying language immediately following the highlighted text which references “fees, payments, commissions, and premiums” illuminates the true meaning of the reference to chapters 128A and 128C. Pursuant to CDTIC’s agreement with MGA (and just as we understand MGA currently does as it relates to the Dial 2 Bet ADW services), MGA will be paying any pertinent amounts pertaining to the account wagering revenue it receives from CDTIC. Thus, the account wagering offered by CDTIC pursuant to the proposed agreement with MGA will be in compliance with the highlighted section 5C which, as clarified by the language that follows it, pertains to the payment of any required fees and the like.

### **Conclusion**

For the reasons discussed herein and in CDTIC’s June 27 letter, CDTIC’s proposed agreement with MGA should be authorized, as it is completely harmonious with the statutory and regulatory separateness of “account wagering” from “simulcasting” discussed in both letters and will otherwise be in compliance with any pertinent provisions of chapters 128A and 128C, specifically those pertaining to fees, payments, commissions, and premiums.

CDTIC reserves all rights to further respond to the Commission or assert additional positions should the need arise. If CDTIC can answer any questions or provide any additional information, please do not hesitate to contact me.

Sincerely,



Andrew Silver  
Senior Counsel  
andrew.silver@twinspires.com  
(502) 678-5719

Cc: Alexandra Lightbown (alexandra.lightbown@massgaming.gov)  
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August 1, 2025

*BY EMAIL*

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**Re: Sterling Suffolk Racecourse, LLC 2025 Simulcasting Approvals**

Dear General Counsel Stempeck:

I am writing on behalf of Sterling Suffolk Racecourse, LLC (“Sterling Suffolk”) in response to your email dated July 10, 2025, conveying the Gaming Commission’s request for comments on certain issues related to account wagering/ADW and simulcasting that arose at the Commission’s public meeting on June 24, 2025, in connection with its consideration of the request for approval of Churchill Downs Technology Initiatives Company (“CDTIC” or “TwinSpires”) as an ADW provider for Massasoit Greyhound Association, Inc. (“Raynham Park”).

**Background**

TwinSpires has been an account wagering provider for Sterling Suffolk pursuant to M.G.L. Chapter 128A, Section 5C (“Section 5C”) since 2009, during which time the companies have enjoyed a mutually beneficial relationship. The ADW agreement between the companies provided TwinSpires with a right to terminate on 30 days’ notice, and TwinSpires exercised that right on May 22, 2025. On Sunday, June 22, TwinSpires informed Sterling Suffolk that it had entered into an account wagering agreement with Raynham Park and would be seeking MGC approval as an ADW provider for Raynham. On June 23, 2025, the parties entered into an extension of the about-to-expire ADW agreement.

Sterling Suffolk has long recognized that it holds no monopoly on the ability to conduct account wagering and to engage ADW providers to facilitate wagering by horse racing patrons in Massachusetts. Sterling Suffolk is an attractive ADW partner because its simulcasting rights (and therefore, the wagering opportunities available to its ADW partners) are superior to other racing licensees, as more particularly described below.

Moreover, Sterling Suffolk recognizes that TwinSpires was within its rights to terminate the ADW agreement and has no legal basis to object to the authority of the Commission to approve TwinSpires as an account wagering provider for Raynham Park to conduct ADW wagering in Massachusetts. Such account wagering is, of course, subject to the requirements and restrictions on account wagering as set forth in the General Laws and the Commission's regulations.

### **Account Wagering Is Restricted to a Licensee's Simulcast Rights Under Chapter 128C**

For the reasons set forth below and other than with respect to a racing licensee's own live races, the licensee and its ADW providers should be restricted to accepting wagers on races that the licensee is authorized to simulcast. Sterling Suffolk believes this is the only way to harmoniously interpret Section 5C and Chapter 128C, which is expressly incorporated into Section 5C.

Since 2001, racing licensees have been authorized to conduct account wagering pursuant to M.G.L. Chapter 128A, Section 5C, by either opening accounts with patrons directly or engaging third-party ADW providers approved by the Commission. Section 5C provides in part as follows:

Notwithstanding section 17A of chapter 271, each person licensed to conduct a running horse, harness horse or dog racing meeting, not including racing meetings held or conducted at a state or county fair, may establish and maintain betting accounts with individuals for use in connection with account wagering on races offered by the licensee, as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C, including those fees, payments, commissions and premiums. As used in this section, "account wagering" shall mean a form of pari-mutuel wagering in which an individual may deposit money to an account established through an agreement with a person licensed to conduct a running horse, harness horse or dog racing meeting and use the account balance to make and pay for wagers by the holder of the account which wagers may be made in person, by direct telephone call or by communication through other electronic media by the holder of the account to the licensee.

Section 5C goes on to provide that racing licensees may "accept and maintain betting accounts directly, or through an agreement with an authorized and licensed service provider." ADW providers are not otherwise addressed in the statute. The Commission's regulations also do not address ADW providers extensively; the only mention of them is in the opening (and operative) phrase of 205 CMR 6.20, which states that "[a]ssociations may, either directly or through a service provider authorized and licensed by the Commission, offer a system of account wagering to its patrons."



The statute and the regulations make clear that ADW providers operate on behalf of racing licensees, not as independent actors separately licensed by the Commission. It follows that an ADW provider is bound by whatever restrictions and limitations are placed upon its associated racing licensee, whether by statute, regulation, or order of the Commission.

At the June 24 public meeting and in your July 10 email, you have asked stakeholders for their positions on the relationship between account wagering rights under Chapter 128A and simulcasting rights under Chapter 128C. In particular, you have asked for comments on significance of the statutory language that provides racing licensees “may establish and maintain betting accounts with individuals for use in connection with account wagering on races offered by the licensee, as the licensee is otherwise authorized to accept in accordance with this chapter and chapter 128C.”

Sterling Suffolk recognizes that account wagers and simulcast wagers are not identical transactions. A patron can place a simulcast wager at a racing licensee’s facility without using a wagering account, and he or she can place an account wager with a licensee or its service provider without being at the facility. However, through the language underlined above, the Legislature has expressly linked simulcasting and account wagering by incorporating a racing licensee’s simulcasting authorization under Chapter 128C into its account wagering authorization under Section 5C. A “fundamental canon[] of statutory interpretation requir[es] that [courts] read statutes concerning the same subject matter as a harmonious whole wherever possible.” Commonwealth v. Morgan, 476 Mass. 768, 778 (2017).

When interpreting a statute, one must also endeavor to give all provisions and all words meaning. The Supreme Judicial Court has emphasized that “a statute should be construed so as to give effect to each word, and no word shall be regarded as surplusage” Ropes & Gray LLP v. Jalbert, 454 Mass. 407, 412 (2009). If the Commission were to allow racing licensees and their ADW providers to operate account wagering as if the incorporation of Chapter 128C into Section 5C does not exist, it would violate that principle of interpretation, which is meant to ensure that legislative intent is fully realized and that no part of the statute is rendered meaningless. See also Morgan, 476 Mass. at 779 (“[I]f a sensible construction is available, we shall not construe a statute to make a nullity of pertinent provisions or to produce absurd results.”).

The Legislature has specifically and expressly limited the account wagering authorization granted in Section 5C by permitting racing licensees to conduct account wagering only with respect to races and wagers “the licensee is otherwise authorized to accept in accordance with [chapter 128A] and chapter 128C.” MGL c. 128A, § 5C. The reference to Chapter 128A is irrelevant to the question before the Commission because that chapter “otherwise authorizes” live races and wagering thereon. The Legislature has explicitly authorized Raynham Park (and Sterling Suffolk) to operate without hosting a live racing meeting. As a result, Raynham Park and Sterling Suffolk are authorized to conduct account wagering only on those races and wagers

that are authorized by Chapter 128C—that is, only on those they are authorized to simulcast. And, because an ADW provider in Massachusetts acts as an extension of the racing licensee with which it is associated (i.e., an ADW provider’s right to accept wagers in the Commonwealth is wholly derivative of the authority granted to the racing licensee with which it has an agreement), an ADW provider for such a licensee is authorized to offer to its clients only those races that the licensee is authorized to simulcast.

Chapter 128C authorizes racing licensees to conduct simulcasting and accept wagers. Since its adoption, Chapter 128C, Section 2 has established the number and type of races that each respective licensee may simulcast. As it applies to Raynham Park, the statute provides as follows (with references to premium payments omitted to simplify):

(2) The greyhound dog racing meeting licensee located in Bristol county shall have the right to simulcast at any location in Bristol county approved by the commission: (a) unlimited greyhound dog racing; (b) on any day of the calendar year, unlimited running horse racing from and after 6:00 p.m., plus the entire racing cards from any 2 running horse racing meetings in the state of California; and simulcasts of the Suffolk county running horse racing meeting licensee's live races during its racing season and 2 so-called companion cards; and 6 interstate running horse simulcasts prior to 4:00 p.m. on any day the Suffolk county running horse racing meeting licensee does not conduct live races; and (c) a total of 4 harness horse racing performances on any day of the calendar year, provided, further, that the licensee shall (i) simulcast in a fair and equal manner the racing card from the harness horse racing meeting licensee located in Norfolk county . . . and (ii) simulcast a minimum of 3 interstate harness horse racing cards, if available,. . .

(3) In addition to the rights granted in subparagraphs (1) and (2), the greyhound dog racing meeting licensee located in Suffolk county and the greyhound dog racing meeting licensee located in Bristol county shall have the right to simulcast 15 running horse special events, so-called . . .

M.G.L. Ch. 128C, § 2.<sup>1</sup>

Because Sterling Suffolk is no longer running live races, Raynham Park is authorized by those provisions to simulcast thoroughbred races only as follows: (1) prior to 6:00 p.m.: the entire racing cards from any two race tracks in California plus, before 4:00 p.m., six additional races from any race track; (2) after 6:00 p.m.: unlimited races; and (3) fifteen other special event races through the year at any time of day.

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<sup>1</sup> Section 128C, Section 2 imposes analogous (but not identical) restrictions on Sterling Suffolk’s ability to simulcast harness races and PPC’s ability to simulcast thoroughbred races.

By virtue of the Legislature's express incorporation of these limits into the account wagering statute, as set forth above, Raynham Park and its ADW providers are accordingly authorized only to accept wagers on races falling within those parameters.

**All Existing Racing Licensees are Authorized to Conduct Account Wagering**

There is no statutory basis for the recent contention of Plainridge Park Casino ("PPC") that it is the only racing licensee authorized to conduct account wagering and engage ADW providers in the Commonwealth.

Sterling Suffolk conducts its wagering business, including account wagering through MGC-approved service providers, as a "running horse racing meeting licensee" under the statutes governing horse race wagering and simulcasting, including General Laws Chapters 128A and 128C and numerous and continuing special acts of the Legislature reinforcing these rights and privileges. See Addendum A.

Through 2014, Sterling Suffolk applied each year for a racing license, first to the State Racing Commission and then to the Gaming Commission, which was given the Racing Commission's function in the Expanded Gaming Act enacted in 2011. Since 2014, when the future of live horse racing at Suffolk Downs became tenuous because of the Commission's casino selection, the Legislature has established Sterling Suffolk's continuation as a racing licensee in a series of special acts. This legislative action, which was modeled on the treatment given to the former greyhound tracks after dog racing was banned in the Commonwealth, has allowed Sterling Suffolk to remain in business, accept wagers, and keep its employees working, even after it concluded live racing in 2019.

The Legislature continues the racing licenses of Sterling Suffolk and the former greyhound tracks at the same time that it extends the existing regime of general and special laws governing the racing and simulcasting industry. The current authorization was enacted in July 2023 and runs through December 15, 2025. See St. 2023, c. 26. Specifically as to Sterling Suffolk, Chapter 26 of the Acts of 2023 provides in pertinent part:

*Notwithstanding section 2 of chapter 128A of the General Laws, sections 1, 2, 2A and 4 of chapter 128C of the General Laws and section 9 of said chapter 128C, as inserted by section 6 of chapter 173 of the acts of 2022, or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2023 shall remain licensed as a running horse racing meeting licensee and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until December 15, 2025; provided, however, that the days between January 1, 2023 and December 31, 2025 shall be dark days pursuant to said chapter 128C and the*

*licensee shall be precluded from conducting live racing during that period unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A[.]*

St. 2023, c. 26, § 23.

This legislative language authorizing the continuation of a racing meeting license for Sterling Suffolk was modeled on the legislative continuations of racing meeting licensee status for the former greyhound tracks—Raynham Park and Wonderland Greyhound Park—when live dog racing was banned in the Commonwealth effective as of January 1, 2010. See, e.g., St. 2009, c. 167, § 154; St. 2011, c. 194, § 92 (as subsequently extended). The current authorization for Raynham Park is found in an uncodified and as-amended section of Chapter 194 of the Acts of 2011 (the Expanded Gaming Act), which provides that “the greyhound meeting licensee located in Bristol county . . . licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2009, shall remain licensed as greyhound racing meeting licensees until December 15, 2025.” St. 2011, c. 194, § 92 (as amended, most recently, by St. 2023, c. 26, § 19).

In advance of the Commission’s meeting on July 1, 2025, and again at that meeting, PPC advanced, for the first time ever, the suggestion that Sterling Suffolk and Raynham Park are not authorized to conduct account wagering, even though they are “racing meeting licensees” per the express and repeated enactments of the Legislature, because Section 5C states that one must be “licensed to conduct a running horse, harness horse or dog racing meeting” to conduct account wagering. Somehow, in PPC’s view, being a racing meeting licensee is different from being a licensee licensed to conduct a racing meeting.

The weakness of PPC’s argument is belied by its novelty; they are raising it now for the first time, even though Sterling Suffolk has been conducting account wagering continuously since it concluded live racing in June 2019.<sup>2</sup> During that time, Sterling Suffolk has applied for and received annual approvals from the Commission for its ADW providers five times. In addition, Sterling Suffolk has come before the Commission five separate times since June 2019 seeking (and obtaining) approval of new ADW providers and/or platforms. Moreover, there is no indication in any of the numerous enactments that have continued the status of Sterling Suffolk and Raynham Park as racing meeting licensees that the Legislature intended to restrict them in anyway from the full rights and privileges of racing meeting licensees, aside from the facts that Raynham Park cannot conduct live dog races because of the statewide ban and Sterling Suffolk cannot conduct live races unless it seeks approval of specific dates from the Commission

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<sup>2</sup> Moreover, SSR understands that Raynham Park has been continuously operating an account wagering business since 2010.

through a supplemental racing license application.<sup>3</sup> When amending a statute or enacting a new one, the Legislature is presumed to be aware of prior statutory language. Ropes & Gray, LLP, 454 Mass at 412-13.

The Legislature has made many refinements of the rights and obligations of racing licensees over the last 15 years, from allowing the greyhound tracks to simulcast without live racing, St. 2011, c. 194, § 92, to reducing and then eliminating the live racing requirement for Sterling Suffolk, St. 2012, Ch. 230, § 1; St. 2014, Ch. 311, § 1(b); St. 2015, Ch. 10, § 59; St. 2020, Ch. 1, § 17, to suspending Raynham Park’s obligation to pay simulcasting premiums to Sterling Suffolk, St. 2015, Ch. 10, §§ 66-67, to banning wagering on out-of-state greyhound races, St. 2022, Ch. 128, § A1, to allowing racing licensees to relocate simulcasting operations within their home counties, St. 2023, Ch. 26, §§ 3-6. Moreover, when the Legislature has extended Sterling Suffolk’s racing license since 2015, it has generally done so not by merely extending a date but rather enacting a substantive, detailed paragraph. While those eight enactments have been similar to each other, they have not been identical, as shown in the statutory excerpts collected in Appendix A attached hereto. The Legislature has had ample opportunity to revoke Sterling Suffolk’s account wagering authorization, but it has never done so. In sum, the legislative history demonstrates that the Legislature is keenly aware of the nuances of the racing and simulcasting statutes and that, when it intends to alter rights and obligations in the industry, it does so expressly. It is beyond a doubt that if the Legislature intended to limit the account wagering privileges of any of the legacy racing meeting licensees, it would have explicitly done so.

Most importantly, and at least as to Sterling Suffolk, the plain language of the Legislature’s frequent ratifying enactments demonstrates that when it says that “Sterling Suffolk shall remain licensed as a running horse racing meeting licensee” the Legislature means that Sterling Suffolk is “licensed to conduct a running horse . . . meeting” within the meaning of Section 5C. Look, for example, to the most recent racing and simulcasting extension statute, quoted above. When it was enacted in 2023, the Legislature identified Sterling Suffolk as “*the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2023.*” St. 2023, c. 26, § 23. At that time, Sterling Suffolk was licensed pursuant to the prior racing and simulcasting extension, Chapter 128 of the Acts of 2022, which provided that Sterling Suffolk would “remain licensed as a running horse racing meeting licensee until July 31, 2023.” Accordingly, in 2023, the Legislature recognized that when, in 2022, it declared that Sterling Suffolk “shall remain licensed as a running horse racing meeting licensee” for 2023, it meant that Sterling Suffolk was “licensed to conduct live racing” in 2023. If it were not so, then there would have been no “running race horse meeting licensee located in Suffolk County licensed to conduct live racing” in 2023, and Section 23 of Chapter 26 of the Acts of 2023 would

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<sup>3</sup> A “supplemental live racing license” is term of art under Chapter 128A, Section 2. It is a filing available only to a racing licensee to whom “a license had theretofore been issued.”

be a nullity. Such results are to be avoided when interpreting statutes. Morgan, 476 Mass. at 779.<sup>4</sup>

The NEHBPA Has Limited Consent Rights With Respect to Simulcasts in Massachusetts.

In a letter to the Commissioners dated June 27, 2025, prior the first MGC meeting at which the TwinSpires-Raynham Park agreement was discussed, the New England HBPA (“NEHBPA”) stated that no simulcast licensee should be approved by the Commission unless it has NEHBPA consent to simulcast and that TwinSpires should not be approved as an account wagering provider for Raynham Park unless Raynham Park reaches an agreement with the NEHBPA. Your July 10 email asked for stakeholders’ positions on the NEHBPA’s assertion that a racing licensee needs its consent before it may simulcast. As explained below, state and federal law are clear that, except with respect to incoming simulcast signals from New York in months other than August, no Massachusetts racing licensee and no ADW company acting as a service provider for a racing licensee currently requires the consent of the NEHBPA in order to simulcast.

The NEHBPA letter does not identify the source of its claimed right to approve simulcasting in Massachusetts, but it has in the past invoked the Interstate Horse Racing Act of 1978, 15 U.S.C. §§ 3001 *et seq.* (the “IHA”). While the details are complicated, the effect can be summed up simply: The IHA gives horsemen a consent right on the out-going signal for their own races, but it provides them no rights with respect to incoming signals. More specifically, the IHA requires a race track hosting a live race to obtain the consent of its own horsemen (i.e., at the so-called “sending track”) before it sends its signal on its own live races to out-of-state tracks and off-track betting systems for wagering, but it does not require that any consent be provided by the horsemen’s groups at the tracks or other OTBs where the signals are received and the races are wagered upon. See 15 U.S.C. § 3004(a)(1)(A). Accordingly, the NEHBPA has no consent rights under the IHA or any other federal law with respect to simulcast or other wagers placed or accepted in Massachusetts on thoroughbred races (or races of any other class) that take place outside of the Commonwealth.

With respect to state law, all racing meeting licensees are authorized by Massachusetts statutes to simulcast races and to accept wagers on them, subject to the restrictions discussed in Section II, above. General Laws Chapter 128C, Section 2 provides as follows:

*A racing meeting licensee, except a licensee operating within Berkshire county, shall have the right to simulcast live races, for wagering purposes or otherwise,*

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<sup>4</sup> The 2023 extension act was not the first time the Legislature identified Sterling Suffolk as a licensee “licensed to conduct live racing” after it ceased live racing in June 2019. It did so in each of the five extensions following the cessation of racing. See St. 2019, c. 47, § 17; St. 2020, c. 1, § 17; St. 2020, c. 106, § 17; St. 2021, c. 27, § 17; St. 2022, c. 128, § 17 (excepted in Appendix A).



*within the commonwealth except in Berkshire county and to and from pari-mutuel licensees or other licensed wagering facilities located outside the commonwealth. Such right may be exercised only on any calendar day on which the licensee conducts a racing performance, a dark day, or during a dark season. . . . The right to simulcast is subject to the following exceptions and conditions, and each racing meeting licensee shall obtain prior approval from the commission:--*

MGL c. 128C, § 2. The only consent right that the NEHBPA enjoys under Massachusetts law is set forth in the fifth paragraph of Ch. 128A, Sec. 2, which provides as follows:

*All simulcasts shall comply with the provisions of the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided, however, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to any racing meeting licensee within the commonwealth; provided further, that, if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.*

Id. It is generally understood that the category of “states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A)” applies only to the State of New York, where live races are conducted by the New York Racing Authority. The NEHBPA has given the consent required by this provision and Massachusetts racing licensees are able to simulcast NYRA’s races.

## **Conclusion**

In summary, Sterling Suffolk believes that Chapter 128A, Section 5C and Chapter 128C, Section 2 must be read together to determine the account wagering rights of a racing licensee and each of its ADW providers. The statutes should be read in harmony such that account wagering by either the racing licensee or the ADW provider is permitted only on races that the racing licensee would be authorized to simulcast under Chapter 128C, Section 2. In addition, the Commission should reject PPC’s novel argument that it is the only racing licensee authorized to conduct account wagering in the Commonwealth or to engage ADW companies to provide that service. Finally, the Commission should reject any assertion by the NEHBPA that it has a consent right under state or federal statutes over the receipt of or wagering on simulcasts in Massachusetts other than with respect to simulcasts from New York during August.

Justin Stempeck, Esq.  
August 1, 2025  
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Sincerely,

  
Bruce S. Barnett

cc: Chair Jordan Maynard  
Commissioner Paul Brodeur  
Commissioner Bradford Hill  
Commissioner Eileen O'Brien  
Commissioner Nakisha Skinner  
Executive Director Dean Serpa  
Mr. Michael Buckley, COO, Sterling Suffolk Racecourse, LLC

## **Appendix A**

This Appendix A sets forth the detailed statutory provisions by which the Legislature has continued Sterling Suffolk's racing license since 2015.

### **Chapter 10 of the Acts of 2015**

SECTION 59. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2014 shall remain licensed as a running horse racing meeting licensee until July 31, 2016 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C for the entirety of any year in which at least 1 day and not more than 50 days of live running horse racing is conducted at the licensee's facility; provided, however, that the days between January 1 and December 31 of each year shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004(a)(1)(A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

### **Chapter 176 of the Acts of 2016**

SECTION 13. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2014 shall remain licensed as a running horse racing meeting licensee until July 31, 2017, and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C for the entirety of any year in which at least 1 day and not more than 50 days of live running horse racing is conducted at the licensee's facility; provided, however, that the days between January 1 and December 31 of each year shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

## Appendix A (cont.)

### Chapter 47 of the Acts of 2019

SECTION 17. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2019 shall remain licensed as a running horse racing meeting licensee until January 15, 2020 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until January 15, 2020; provided, however, that the days between January 1, 2020 and December 31, 2020 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

### Chapter 1 of the Acts of 2020

SECTION 17. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2019 shall remain licensed as a running horse racing meeting licensee until July 1, 2020 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until July 1, 2020; provided, however, that the days between January 1, 2020 and December 31, 2020 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

## Appendix A (cont.)

### Chapter 106 of the Acts of 2020

SECTION 17. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2020 shall remain licensed as a running horse racing meeting licensee until July 31, 2021 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until July 31, 2021; provided, however, that the days between January 1, 2021 and December 31, 2021 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

### Chapter 27 of the Acts of 2021

SECTION 17. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2021 shall remain licensed as a running horse racing meeting licensee until July 31, 2022 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until July 31, 2022; provided, however, that the days between January 1, 2022 and December 31, 2022 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

## Appendix A (cont.)

### Chapter 128 of the Acts of 2022

SECTION 17. Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2022 shall remain licensed as a running horse racing meeting licensee until July 31, 2023 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until July 31, 2023; provided, however, that the days between the effective date of this act and July 31, 2023 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

### Chapter 26 of the Acts of 2023.

SECTION 23. Notwithstanding section 2 of chapter 128A of the General Laws, sections 1, 2, 2A and 4 of chapter 128C of the General Laws and section 9 of said chapter 128C, as inserted by section 6 of chapter 173 of the acts of 2022, or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2023 shall remain licensed as a running horse racing meeting licensee and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C until December 15, 2025; provided, however, that the days between January 1, 2023 and December 31, 2025 shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that the licensee shall not simulcast or accept a wager on greyhound dog racing on or after August 10, 2023 pursuant to section 9 of chapter 128C of the General Laws; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. 3004(a)(1)(A) shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.



**From:** [NEHBPA ADMIN](#)  
**To:** [Lightbown, Alexandra](#); [Stempeck, Justin](#)  
**Cc:** [anthonyspadea@braintreeins.com](mailto:anthonyspadea@braintreeins.com); [Andrew Silver \(TwinSpires\)](#)  
**Subject:** Twinspires ADW  
**Date:** Thursday, July 31, 2025 11:26:52 AM

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Dear Alex and Justin

Based on current language in Chapters 128A and 128C regarding account wagering, the NEHBPA hereby gives its consent to the proposed agreement between Churchill Downs Technology Initiatives Company and Raynham Park.

Please accept this email as our consent

Paul Umbrello  
Executive Director  
NEHBPA .



**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Andrew Steffen – Compliance Operations Manager, Sports Wagering

**MEMO:** 8/7/2025  
**MEETING:** 8/14/2025

**RE:** Update to DraftKings Sportsbook House Rules

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#### **REGULATION BACKGROUND:**

Pursuant to [205 CMR 247.02\(4\)](#), a Sports Wagering Operator shall not change or modify the House Rules without prior written approval of the Commission.

#### **EXECUTIVE SUMMARY:**

DraftKings has submitted a fully rewritten version of its Massachusetts Sportsbook House Rules, representing a comprehensive reorganization and rearticulation of its house rules framework. The proposed version consolidates sections, expands definitions, aligns terminology across bet types and sports, and provides enhanced clarity in rule application and settlement procedures.

The proposed revisions follow this memo.

Key highlights include:

- **Structural Overhaul**

- The entire document has been reorganized into distinct sections: Introduction & Definitions, General Rules, Bet Types & Market Rules, and Sport Rules.
  - The revised rules eliminate the standalone "Market Rules" section, previously detailing specific bet types. These rules have been reintegrated into the "Sport Rules" section, accessible through a link to streamline the document and align with DraftKings' platform structure.
  - The "General Rules" section has been moved and expanded with its content redistributed, reducing any redundancy and improving clarity.



*Sports Wagering Division*

- A new subsection, "DraftKings Sportsbook Pool Game Conditions," has been added to formalize rules for the DraftKings Sportsbook Pick'Em Pools Product, previously less comprehensively defined.
  - Definitions have been expanded and standardized across sections.
    - For example: "Player" has been replaced with "customer" throughout the document to align with industry standard terminology and clarify that the rules apply to all users, not just active bettors.
- **Clarified Bet Settlement Rules**
  - Addition of language clearly outlines when a wager is declared a push, voided, or settled using Dead Heat Reduction rules.
  - Additional clarification on how ties, incomplete games, format changes, or participant withdrawals impact various market types.
  - Additional guidance is included for Futures and Series markets, including how changes in schedule or structure affect settlement.
- **Expanded Coverage of Errors and Voiding**
  - Additional clarification for conditions under which a bet may be voided, stating that any void will not occur without prior MGC approval.
- **Payout & Limit Updates**
  - Maximum net payout limits are set at \$1.65 million per bet or combination of bets (an increase from \$500,00).
  - The rules clarify how odds updates, odds boosts, and selection errors are handled within the platform.

## **CONCLUDING STATEMENT:**

Overall, this rewrite provides greater transparency for patrons while improving operational consistency across bet types and sport offerings. The Sports Wagering Division conducted a thorough review and confirms all requirements have been met under 205 CMR 247.02 and recommends approving the change to DraftKings house rules.

## Betting Rules DraftKings

### DRAFTKINGS MASSACHUSETTS SPORTSBOOK HOUSE RULES

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## Market Rules

### I. INTRODUCTION AND DEFINITIONS

Crown MA Gaming LLC ("DraftKings") operates the DraftKings Sportsbook website ([www.sportsbook.draftkings.com](http://www.sportsbook.draftkings.com)) ("the **Website**") and the DraftKings Sportsbook and Casino mobile application (the **Mobile Application**) and, together with the Website, the **DraftKings Platform**) within Massachusetts. The DraftKings Sportsbook Terms of Use located at <https://sportsbook.draftkings.com/legal/ma-terms-of-use>, as may be amended at any time and from time to time (the **Terms**), in DraftKings sole and absolute discretion, subject to any required regulatory approvals, for any reason or no reason, together with (i) the General Rules set forth in Section II below, as may be amended at any time and from time to time (the "General Rules"), the Bet Type and Market Rules (available by clicking [HERE](#)), as may be amended at any time and from time to time (the "Market Rules"), and the Sport Rules (available by clicking [HERE](#)), as may be amended at any time and from time to time (the "Sport Rules" and, together with the General Rules and Market Rules, the "DraftKings Massachusetts Sportsbook House Rules" or the "Rules") govern all aspects of your access and use of the DraftKings Platform, the content, products, features, tools, promotions, and other services offered through the DraftKings Platform, and the bets placed through the DraftKings Platform, in each case, only while you are physically located in Massachusetts. The Rules may be updated or amended at any time and from time to time by DraftKings in its sole discretion, subject to any required regulatory approvals.

**Commented [ML1]:** MGC: Added regulatory approval language

If there is conflict between the General Rules, Market Rules, and Sport Rules, the conflict shall be resolved by giving precedent in the following order, from highest precedent to lowest: (1) the General Rules, with the exception of Section II(C) (Settlement Rules); (2) the Sport Rules; (3) Section II(C) (Settlement Rules) of the General Rules; and (4) the Market Rules. If there is a conflict between (1) Section II(C) (Settlement Rules), the Sport Rules, or the Market Rules and (2) any language in either the market title or the bet slip for a bet, the language in the market title or bet slip will prevail. If there is any conflict between these Rules and the Terms, the Terms shall govern. Sport Rules shall only apply to Events (defined below) within that specific sport, and any definition in a specific set of Sport Rules will only apply within that specific set of Sport Rules. For any section, sub-section, or paragraph in these Rules with a header or section title that names any bet type(s), market type(s), or category(ies) of markets, any statement within that section of these Rules shall only apply to the bet type(s), market(s), or category(ies) of markets specified in the applicable section title or header.

**Commented [ML2]:** MGC: Added regulatory approval language

#### **Point Spread / Handicap**

"Point Spread" or "Handicap" markets are when it is possible to bet on whether the chosen outcome will win by more than a specific number of points, or lose by less than a specific number of points. The bet will be settled as push if the outcome is tied once the spread has been applied. Example: a bet on -3.0 points will be settled as push if the team chosen wins the game by exactly 3 points difference (27-24, 30-27, 23-20, etc.) Any reference in this section to the term "margin" is intended to be understood as the outcome emerging from the subtraction of the points scored by the 2 opponents.

Unless otherwise stated all handicaps and spreads listed on DraftKings site are to be calculated based on the result from the start of the listed period to the end of the specified period. It is

however customary that for certain handicap bet offers in specific sports (Asian Handicap in Soccer), only the outcomes obtained from the time of bet placement until the end of the listed timeframe will be taken into consideration, thus disregarding any points scored before the time the bet was placed and accepted. Any bet offer with these characteristics will be clearly displayed on site and highlighted in the user's Bet History with the score at the time of bet placement.

By placing a bet through the DraftKings Platform, you agree to be, and are, bound by the Terms and these Rules. Your use of the DraftKings Platform is further subject to the regulations imposed by the Massachusetts Gaming Commission. DraftKings reserves the right to stop offering or make changes to the DraftKings Platform and any offerings on the DraftKings Platform at any time, including, but not limited to, removing any products, features, tools, or offerings from the DraftKings Platform, in DraftKings' sole and absolute discretion, for any reason or no reason, with or without providing notice to you, subject to any required regulatory approvals.

#### **2-way Point Spread / Handicap Example: Team A (-7.5) vs Team B (+7.5)**

Team A is given a -7.5 point handicap in the game. For the bet to be won, Team A must win the game with a margin equal or greater than the listed handicap (i.e. 8 points or more). Team B is given a +7.5 point advantage in the game. For the bet to be won, Team B must either win the game, tie the game, or not lose with a margin equal or greater than their listed advantage (i.e. lose with a 7 point or less margin). The "Point Spread" or "Handicap" can also be referred to as the "Puck Line" in Hockey or "Run Line" in Baseball.

#### **3-Way Spread / Handicap**

In a 3-Way Handicap, the line is set so that there can also be a tie outcome, giving you 3 potential bets.

Handicap (-1) – You win if your team wins the match with a goal difference of two or more.

Tie: You win if the team with (-1) Handicap wins the match with exactly one goal difference.

Handicap (+1) – You win if your team draws or win the match.

#### **Money Line**

The "Money Line" is a 2-way market based on the outcome of the game listed. The Money Line is inclusive of Overtime and is simply the selection of who will win the game or event.

#### **Total Points/Goals/Runs**

The "Total Points", also known as Goals or Runs, is a 2-way market based on the total number of points scored in a game or event by the competitors. The "Total" is set at a specific line with outcomes listed as either Over or Under the listed amount. As with Point Spread/Handicap betting, in those circumstances where the result of the game or event Total point scored is exactly equal to the betting line, then all bets on this offer will be declared void. "Totals" can also be set on any number of predefined occurrences (e.g. goals, points, corners, rebounds, etc.).

Example: an offer where the betting line is 128.0 points and the game ends with the result 64-64 will be declared void.

#### **Match Betting**

"Match Betting", also referred to as Win-Draw-Win, Match Result (Regular Time) or 60 Minute Line in Hockey, is where it is possible to bet on the outcome of a match or event. The options

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are: Home Team, Tie/Draw or Away Team. Bets on this are settled at the final whistle or conclusion of 'Regulation Time'.

#### **Outrights / Futures**

"Outrights", "Futures" or "Place" betting is when you choose from a list of alternatives and bet on where a participant wins or places within a specified position in the classification of the listed event/competition. Should two or more participants share finishing positions, the settlement will follow the 'Dead Heat Reduction Rules'.

#### **Grand Salami**

"Grand Salami" is where it is possible to bet on the total number of listed occurrences (Example: Total Goals, Total Runs) happening during a collection of events. All relevant events must be completed for bets to stand unless settlement has already been determined.

#### **Player Props—Over/Under**

Over/Under bets on classification of participants in performances/events must be interpreted as follows: "Over" means a worse or lower position while "Under" means a better or higher position. Example: A bet on a player's classification in a tournament with an Over/Under line 2.5 will be settled as Under if the player classifies first or second. All other placements will be settled as Over.

#### **Player Props—Head to Head**

Head to Head markets on classification of participants in performances/events will list the specified stat category in the betting market. Settlement of such bets will match official scoring statistics of the sport, league, or governing body from which the event takes place.

#### **Matchups including Virtual / Mythical / Cross Sport(s) / Lookahead / Last Longer:**

Applicable sports specific rules may apply at individual or team participant level. Push Rules apply for all markets unless otherwise stated. All bet settlement is based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider at the time of bet settlement, unless otherwise stated. All listed participants must participate in the match, game, or period specified for bets to have action. The Matchup event must be played to a natural conclusion, or all bets will be void and, where DraftKings offers in-play Matchups, all participants must participate in the specified period or else bets will be void.

#### **Fantasy Points**

Markets related to Fantasy Points will be based upon DraftKings' official Fantasy Scoring (Classic Rules) as stipulated in the DraftKings Daily Fantasy Rules and Scoring. For a breakdown of DraftKings' Fantasy Point scoring, visit the Daily Fantasy Rules and Scoring available here.

#### **Correct Score**

Correct Score, or Result Betting, is where it is possible to bet on the partial or definite score of a game or event.

#### **Winning Margin**

"Winning Margin" (aka Result Betting) is where it is possible to bet on the final result of a game or event and select the correct 'band' of points between the winning team and losing team. For example, if you think the Patriots will win, but the game will be close, pick the New England Patriots 1-6 Points Winning Margin (where the Patriots winning by 1, 2, 3, 4, 5, or 6 points results in a winning pick).

#### **Odd/Even**

"Odd/Even" is where it is possible to bet on the partial or definite amount of a predefined occurrence "Odd" is 1,3,5 etc.; "Even" is 0,2,4 etc. Example: goals, points, corners, rebounds, etc.

#### **Head-to-Head or 3-Way**

A "Head to Head" or "3-Way" is a competition between two or three participants/outcomes, originating from either an officially organized event, or else, as virtually defined by DraftKings.

#### **Half Time/Full Time**

"Half time/Full time" is where it is possible to bet on the result at half time and full time. For example, if at half time the score is 45-45 and the game ends 103-101, the winning outcome is Tie / Away Team (the team scoring 103). The bet is void if the Regular Time of the game is played in a different format than what was stipulated at the time the bet is accepted. Settlement rules for if overtime/extra time is included or excluded from full time is set forth in the Sport Rules for the applicable sport.

#### **Draw/Tie No Bet**

"Draw No Bet" or "Tie No Bet" is where it is possible to bet on either the home team or the away team. It is also common practice to refer to "Tie No Bet" in cases where no tie odds are offered. Should the specific game contain no winner (e.g. game ends as a tie), or the particular occurrence not happen (e.g. First Goal, Tie No Bet and game ends 0-0) the stakes will be refunded.

#### **Double Chance**

"Double Chance" is where it is possible to bet simultaneously on two (partial or definite) outcomes of a game or event, where 3 outcomes are possible (i.e., a 90-minute soccer game). The options are: Home/Draw, Home/Away and Draw/Away. Double Chance bets are settled at the end of Regular Time.

#### **Quarter / Half / Period Bets**

Bets on "Quarter / Half / Period X" refer to the result achieved in the relevant timeframe. This does not include any other points tallied from other parts of the event. Bets will be voided if the game is played in any other format than what was stipulated at the time the bet is accepted.

#### **End of Quarter / Half / Period Result**

Bets on "Result at end of Quarter / Half / Period X" refer to the result of the game/event after termination of the stipulated timeframe and will take into account all other points/goals/events tallied from previous parts of the event/game.

#### **Race to 'X' Bets**

Bets on "Race to X Points / Race to X Goals..." and similar markets refer to the team/participant reaching the earliest particular tally of points. If the market lists a timeframe (or any other period restriction) it will not include any other points tallied from other parts of the event which are not related to the mentioned time frame. If a Tie outcome is offered, this outcome wins if neither team reaches the listed score. If a Tie outcome is not offered and the listed score is not reached within the stipulated time frame, all bets will be settled as push, unless otherwise stated.

#### **First/Next Occurrence Bets**

Bets on "Winner of Point", "Scorer of Goal" and similar offers refer to the participant winning the listed occurrence. For the settlement of these offers, no reference to events happening prior to the listed occurrence will be taken into consideration. Should the listed event not be won within the stipulated time frame, all bets will be declared void, unless otherwise stated.

Bets referring to the happening of a particular occurrence in a pre-defined time order, such as "First to Score", or "First Team to Hit a Home Run" will be settled as void if it is not possible to decide the winning outcome. For example, in case of both teams not recording a home run for the entirety of a game.

"Team to score first and win" refers to the listed team scoring the first goal in the game and going on to win the game. Should there be no goals in the game all bets will be settled as void.

**To Win from Behind**

"Team to win from behind" refers to the listed team winning the game after having been at least 1 goal or point down at any point in the game.

**MVP, MOP, Etc.**

Settlement of bets on offers such as "Player of the Match" or "Most Valuable Player" will be the decision of the competition's organizer, unless otherwise stated.

**Winning Goal**

Settlement of bets which make reference to terms such as "decisive goal" will be settled based on the scorer of the goal that at the end of the game/tie (as applicable), proves to be the one that has produced an unassailable lead, following which any further goals would prove to be irrelevant towards the final outcome. For a bet to be settled as "YES", the listed player's team must be declared the winner of that particular game or progressing to the next round or winning the competition. Goals scored in Regular Time and Extra Time count but Penalty Shoot outs do not.

**Odds Boosts**

From time to time, DraftKings might decide to publish markets referring either to the single performance of a participant or team; or markets which combine the potential outcomes of 2 or more participants at higher odds than those normally available, also known as Odds Boosts. DraftKings reserves the right to withdraw such offers, edit the respective odds, and effect any further changes that might deem necessary at its sole discretion.

Settlement of ~~in~~ these offers ~~will be based on~~ Rules the following ~~criteria~~ terms shall have the following meanings:

- A. "Canceled" means that an Event is scheduled but never starts. A Canceled Event is not postponed, rescheduled, or played later, and, as such, has no result.
- B. "Conclude" (in any tense) or "Conclusion" means that after the Event starts: (i) the Event reaches its intended, natural, or normal end; (ii) a winner or an official result is declared for the Event by the Event's official governing body; (iii) a participant or team in the Event is advanced to the next stage of the Competition (if no winner of the Game is declared, but a participant or team in the Game is advanced to the next stage of the Competition); or (iv) a participant or team in the Event is declared champion by the Event's official governing body (if the Event is a final or championship).
- C. "Competition" means two or more related Games between two or more participants or teams organized to determine an overall winner. For example only, Competitions include, but are not limited to, tournaments (for example only, a multi-round golf tournament), a full season of a sports league (for example only, a season of the English Premier League).

a playoff series (for example only, the American League Championship Series for Major League Baseball), international multi-sport contests (for example only, the Olympics).

1. Unless specifically stated, the bets refer to the next official event that the listed participants are scheduled to take part in.
2. All relative events must be completed within the same day/session as listed in conjunction with the Odds Boost. Should this not be the case, bets placed on the market will be fully refunded except for those markets whose outcomes were decided prior to the abandonment and could not possibly be changed regardless of future events, which will be settled according to the decided outcome.
3. Results for these offers will only take into account occurrences deriving from the actual play.
4. All connotations related to the bet must be fully and unquestionably complied with for the bet to be deemed as winning, regardless of any possible conflict with the sport specific rules, or with any potential interpretation based on previous or current presentation of offers related to events in that particular sport and the way these are normally presented in DraftKings Sportsbook. Bets will be settled as void should it still be impossible to determine a winning outcome.
5. While all necessary precaution has been taken by DraftKings to ensure a superior user experience, it is to be understood that markets might fluctuate in such a way that at any given point in time these do not present an enhanced value comparable to related bet offers currently present on site.

#### **Mythical 2/3 Ball**

‘Mythical 2/3 Balls’ are a type of Golf bet which allows you to bet between 2 or 3 golfers who are not in direct competition.

#### **D. Rest “Error” means any of the game following:**

Bets referring to “Rest of the game” or similar will consider only outcomes and occurrences obtained from the time of bet placement until the end of the listed timeframe, thus disregarding any occurrences registered before the time the bet was placed and accepted.

- i. Any bet(s) accepted by DraftKings in violation of DraftKings’ policies, controls, procedures, or limits that were only accepted by DraftKings due to, or as a result of human error or a technical or mechanical problem or issue on, or in connection with, the DraftKings Platform;
- ii. Except for any bet(s) at odds offered by DraftKings in connection with a clearly labeled promotion, any bet(s) accepted by DraftKings at odds that are meaningfully different, at the time the bet was accepted by DraftKings, from the odds offered in the United States for the same bet by sportsbooks similarly situated to DraftKings;
- iii. Any bet(s) accepted by DraftKings where the odds for the bet, at the time the bet was accepted by DraftKings, reflect an incorrect score or situation for that Event at the time the bet was accepted by DraftKings, including, but not limited to, a bet accepted

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on Pre-Match markets for a specific Game after such Game starts; a bet, except for a bet at odds in connection with a clearly labeled promotion, accepted by DraftKings at odds that are materially inconsistent with the probability of the outcome bet on at the time the bet was accepted by DraftKings; or a bet accepted at odds that have not been updated on the DraftKings Platform after changed circumstances related to the Event (for example only, the odds on a *Result of Offensive Drive Market* for a football Game were not updated after a completed pass for positive yards).

- iv. Any bet(s) accepted by DraftKings on an Event where the market or odds, at the time the bet was accepted by DraftKings, reflect a structure or format for such Event that is different from the format of the Event officially announced or scheduled at the time the bet was accepted by DraftKings. For example only, a bet accepted by DraftKings on a Game with odds that reflect the Game being two 45-minute halves, however, the Game was officially announced to be two 30-minute halves at the time the bet was accepted by DraftKings.
- v. Any bet(s) accepted on participant(s) or team(s) that were misspelled on the DraftKings Platform where the correct participant(s) or team(s) could not be reasonably identified due to the misspelling;

#### **Bets on specific timeframes/intervals**

Bets on specific timeframes/intervals (example: Game result between 60:00-89:59), will consider only outcomes and occurrences accumulated during the specified timeframe/interval. Settlement will not take into account any other points/goals/events tallied from other parts of the event/game outside the specified timeframe/interval, including stoppage/injury time, unless specified.

#### **Each-Way or Win/Place Betting**

An Each-Way (E/W) or Win/Place (W/P) bet is a bet consisting of two separate parts—a win part and a place part. The win part of the bet is on your selection to win the event, and the place part is on your selection to finish either first or within the event's specified place terms (e.g. 2nd, 3rd, 4th, etc.).

When you place an Each-Way bet (by performing the specified action in the bet slip), your wager amount is doubled, with half allocated to the outright win, and the other half allocated to your selection finishing within the place terms. Each event has specified place terms depending on the number of participants, e.g.  $\frac{1}{4}$  1-2-3. In this example, an Each-Way bet placed on a selection that finishes 1st will pay in two ways: you will win the outright portion of the bet, but you will also win the place portion at  $\frac{1}{4}$  the outright odds as it finished in the top 3.

#### **Parlay**

A "Parlay" is a bet where the customer chooses two (2) or more selections and requires every selection to be correct in order for the Parlay to win. In the event a Parlay contains a selection which is settled as void or push, then the individual selection will be excluded from the Parlay, and the odds of the Parlay will be recalculated to reflect the remaining selections in the Parlay.

#### **Round Robin**

A "Round Robin" is similar to a Parlay bet in that you choose several selections within one bet, but all possible combinations of bets from those selections are covered, with the advantage of winning even if not all picks are winners.

#### **Same Game Parlay**

A "Same Game Parlay" is a single bet combining multiple selections from the same event and is dependent on all of those selections winning, with the exception of some selections which are settled as void or push. Further details for the settlement rules for Same Game Parlays are set forth in the Sports Rules for the relevant sport.

#### **Progressive Parlay**

A "Progressive Parlay" is similar to a normal Parlay where the customer chooses three (3) or more selections. However, a Progressive Parlay provides a margin of error, as a Progressive Parlay can still pay out in the event of a losing selection within the Progressive Parlay. The number of selections within a Progressive Parlay that can be settled as lost and the Progressive Parlay still pay out is dependent on the total number of selections in the Progressive Parlay. Similarly, the potential returns for a Progressive Parlay are dependent on the number of selections in the Progressive Parlay. The greater the number of selections included in a Progressive Parlay, the greater the potential returns and the greater number of losing selections allowed. The full breakdown of the pay table, based on the number of selections in a Progressive Parlay, is available in the bet slip. The pay table includes the payout amount and the number of losing selections allowed to still have some returns.

A selection that is settled as void or push will result in the Progressive Parlay being downgraded to the next lowest number of selections. For example, in the event a Progressive Parlay was placed with four (4) selections, one (1) of the selections was settled as void or push, then the Progressive Parlay would drop down to be a three (3) selection Progressive Parlay. In the event that the number of voided/push selections result in there being no more than two (2) selections in the Progressive Parlay, then the whole Progressive Parlay will be settled as void, irrespective of the settlement of the other selections in the Progressive Parlay.

#### **Teaser**

A "Teaser" allows you to adjust the points spread and game totals on two (2) or more basketball or football teams by choosing a fixed number of points. The number of teams and points selected determines your payout odds.

All selections must be successful for the Teaser bet to win. A selection settled as void or push in a Regular Teaser with more than two (2) teams, without a losing selection, will result in the Teaser dropping to the next level down. For example, a regular three (3) team Teaser with one (1) pushed selection and no losing selections will drop down to be a regular two (2) team Teaser. A selection settled as void or push in a regular two (2) team Teaser (including those that have dropped down to a two (2) team Teaser), without a losing selection, will result in the Teaser being "no action" and the wager will be refunded. In the event a selection in a Super or Monster Teaser is settled as void (for clarity, a selection settled as push is not considered a voided selection in a Super or Monster Teaser) will result in the Super or Monster Teaser being "no action" and the wager will be refunded, irrespective of the settlement of the other



selections in the Super or Monster Teaser. In the event a selection in a Super or Monster Teaser is settled as push, without a selection settled as void, will result in the Super or Monster Teaser being settled as lost.

Teasers are only allowed on pre-game basketball and football games. The different types of Teasers for each sport are as follows:-

1. Basketball Regular Teasers: buying 4, 4.5 or 5 points
2. Basketball Super Teasers: 3 team teaser — buying 8 points, ties lose, odds — 120/1.83
3. Basketball Monster Teasers: 4 team teaser — buying 10 points, ties lose, odds — 120/1.83
4. Football Regular Teasers: buying 6, 6.5 or 7 points
5. Football Super Teasers: 3 team teaser — buying 10 points, ties lose, odds — 120/1.83
6. Football Monster Teasers: 4 team teaser — buying 13 points, ties lose, odds — 140/1.71

Buying points allows you to change the point spread or game total of a football or basketball game. You can move the point spread so you get more points when betting the underdog, and fewer points when betting on the favorite. You can move the total so you get a higher total when betting the under or a lower total if betting the over.

#### **Bets on Market With “Field” as an Option:-**

A bet on the “Field” means a bet on all other singular selections which are not listed for that market. No other selections will be added to this type of market. For example, if betting on the market, “Series Leader: Total Rebounds” with six (6) players listed, along with a “Field” option, and an unlisted player records the most rebounds in that series, the “Field” selection would be graded as the winner.

#### **Bets on Market Without All Possible Selections Listed and No “Field” Option:-**

If the market (or rule) states “Only Listed Selections” or something similar, then only listed selections for that market will be taken into account for grading purposes, and no other selections will be added to the market. For example, if betting on the market, “First Field Goal” in an NBA game, the market states “Only Listed Selections”, and the player who scores the first field goal of the game was *not* listed as a selection in the market, the first listed player in the market who scores a field goal would be graded as the winner.

If the market (or rule) does not state “Only Listed Selections,” or something similar, and the market does not have a “Field” option as a selection, then other selections may be added to the market in the future. For example, if the Rookie of the Year market in the MLB does not state “Only Listed Selections” or something similar and the market does not have a “Field” option as a selection, players may be added to the market throughout the course of the season. All bets placed will be graded as action in this scenario (as long as any other criteria for the bet to be action are met).

# General

## 1-Introduction

1. These DraftKings Sportsbook House Rules (the “Rules”), as well as the DraftKings Sportsbook Terms of Use located at [www.sportsbook.draftkings.com/legal/ma-terms-of-use](http://www.sportsbook.draftkings.com/legal/ma-terms-of-use) (the “Terms”) govern your use of the DraftKings Sportsbook while you are physically located in the State of Massachusetts. When placing a bet on the DraftKings Sportsbook, the Authorized Account Holder agrees that the Authorized Account Holder has read, understands, and will adhere to these Rules, as well as the Terms at the time of the bet placement.
2. The use of this Sportsbook is subject to the regulations imposed by the Massachusetts Gaming Commission.
3. DraftKings reserves the right, with the Massachusetts Gaming Commission approval, to make changes to the site, betting limits, payout limits and market offerings at any time, in its sole and absolute discretion.
4. DraftKings may, with the Massachusetts Gaming Commission approval, update, amend, edit, and supplement these Rules and the Terms at any time, in its sole and absolute discretion.
5. Any reference in these Rules to words/objects that appear in singular also applies to plural. References to gender are non-binding and to be treated for information purposes only.

## 2-Definitions

1. “Error” is a mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, technical hazard, registration error, transaction error, interruptions in data flows, manifest error, force majeure and/or similar. Examples of errors include, but are not limited to:
  - a. bets accepted during technical problems that would otherwise not have been accepted;
  - b. bets placed on events/offers that have already been decided;
- vi. ~~c. bets on odds containing incorrect participants~~ [Any Past Posted Bet\(s\); or](#)
- vii. [Any bet\(s\) accepted by DraftKings at the time of or after an announcement has been made or information has been released where: \(a\) the announcement or information affects the odds for the bet; and \(b\) the odds for the bet had not yet been updated on the DraftKings Platform to reflect the announcement or information. For example only, if an announcement is made that the starting running back of a football Game is not going to play in the Game, any bets on the backup running back accepted after such announcement was made, but before the odds on such backup running back](#)

have been updated on the DraftKings Platform to reflect the announcement is an Error.

E. “Event” means the Occurrence, Game, or Competition that is the subject of the bet. For example only, an Event may include, but is not limited to, a single race, the 4th round in a golf tournament, an entire tournament or season, an exhibition, a fight, a bout, a match, the next drive in a football Game, the next at-bat in a baseball Game, or the next lap in a race.

F. “Game” means a single game, contest, fight, fixture, match, race, bout, meet, match-up, or trial.

G. “Live” means any bet marked as “Live” on the bet slip in the DraftKings Platform.

~~d. bets placed at odds that are materially different from those available in the general market at the time the bet was placed;~~

~~e. bets offered at odds which reflect an incorrect score and/or situation; or~~

~~f. odds being clearly incorrect given the chance of the event occurring at the time the bet was placed.~~

~~2. “Pushes” are when wagers are refunded due to a tied outcome. References to “Push Rules” indicate that, for the associated market, ties will result in a refund of the wager amount as opposed to a win or loss.~~

H. ~~3. “Influence Betting” is~~ means ~~an act, prohibited by DraftKings, where an Authorized Account Holder or series of acts in which a customer, or parties acting in association with an Authorized Account Holder, can influence the outcome of a game or an event or on behalf of a customer, places a bet on an Event and then~~ directly or indirectly influence, or attempt to directly or indirectly influence, the result of the Event.

I. “Interrupted” means an Event has started and is then paused or stopped before the Event reaches its intended, natural, or normal end, including, but not limited to, the Event being suspended, delayed, postponed, or rescheduled, or due to a forfeiture, withdrawal, disqualification or retirement.

J. “Occurrence” means any instance or segment within a specified Game for which DraftKings offers a bet. For example only, an Occurrence includes, but is not limited to, a specific play within the Game, the next touchdown within a Game, the next at-bat in a Game, or the next lap in a race.

K. “Participate” (in any tense) or “Participation” means taking part in an Event. If an Event format has multiple rounds, “Participation” means that the competitor or team has started play in the 1st round of the Event (for example only, a qualifying or 1st round). For season-long Events, “Participation” means the competitor or team took part in at least

1 Game in the applicable regular season or equivalent season/schedule (for example only, the year's racing schedule for Formula 1 or a season of the English Premier League).

L. "Past Posted Bet" means any bet accepted by DraftKings on an Event once the outcome or result of the Event is known or knowable. For example only, a bet accepted by DraftKings on the total score of a Game, after the game has Concluded.

M. "Pre-Match" means any bet that is not a Live bet.

N. "Push" means a bet is settled as neither won nor lost (for example only, a bet on a 2-Way Moneyline Market (where "Draw" is not offered as a Selection) and the Game bet on ends in a draw, or a bet on a 2-Way Point Spread Market (where "Draw" is not offered as a Selection) with a spread of three points, and the Game ends with a score of 13 to 10) and only the stake amount of the bet is returned to the customer; provided that for a leg of a Parlay (as defined in the Market Rules), including a leg of a Same Game Parlay (as defined in the Market Rules) or Progressive Parlay (as defined in the Market Rules), that is settled as Push, the entire stake amount will not be returned and instead will remain on the Parlay with the remaining number of legs.

O. "Selection" is any option or choice available to be bet on for a particular market on the DraftKings Platform.

P. 4. ~~"Syndicate Betting" is~~ means an act, ~~prohibited by DraftKings where Authorized Account Holders act~~ or series of acts in which customers work together to place a series of bets on the same event or competition bet or bets, including, but not limited to, legs in a Parlay, on an Event or multiple Events.

~~5. Where there is evidence of Authorized Account Holders acting together in this manner DraftKings reserves the right to make the relevant bets void and/or withhold payment of returns pending the outcome of subsequent investigations.~~

Q. "Unconditionally Determined" means that before an Event is Concluded, settlement of a bet on that Event is certain and definitive. For example only, an over/under bet on 3.5 strikeouts thrown by Pitcher A in a regular season Major League Baseball game is Unconditionally Determined if Pitcher A is substituted out of the Game after throwing 4 strikeouts; however, if Running Back B has over 100 rushing yards in a Game, but the Game is suspended in the 3rd quarter, an over 100 rushing yards bet on Running Back B would not be Unconditionally Determined, as Running Back B could have accrued negative rushing yards if the Game was resumed.

## II. GENERAL RULES

### A. Methods of Funding a Bet

Commented [JL5]: (k) Methods of funding a Sports Wager;

A bet may be funded through Debit Cards, Online Banking, PayPal, Play+ Cards, Bank Wire Transfers, Cash at Retail, and approved Gift Cards and may include any other method approved by the Massachusetts Gaming Commission.

## **B. 3-Bet Acceptance**

- ~~1. A bet is not valid until it is validated and shows in the Authorized Account Holder's bet history. In cases of uncertainty about the validity of a bet, the Authorized Account Holder is requested to check his/her open (pending) bets, or contact Customer Service.~~
- ~~2. Unless accepted in Error, once accepted, a bet will remain valid and cannot be withdrawn by you. It is the responsibility of the Authorized Account Holder to ensure details of the bets placed are correct. Under no circumstance will DraftKings accept any responsibility for any mistakes (perceived and actual), deriving from either Errors or any other reason, such as, but not limited to, incorrect listing of the odds/betting objects.~~
- i. DraftKings reserves the right to refuse to accept all or part of any proposed bet(s) in its sole and absolute discretion, for any reason or no reason.
- ii. Once you place a bet, you cannot partially or totally change or void the bet or the odds associated with the bet, and you shall not have the right to void or change a bet upon request. It is your sole responsibility to ensure all details of a bet are correct before placing the bet and to understand how the bet settles before placing the bet.
- iii. All bets placed through the DraftKings Platform may be subject to a time delay prior to acceptance by DraftKings, and the length of such delay may vary. Whether there is a time delay, and the length of any time delay, shall be determined in DraftKings' sole and absolute discretion, for any reason or no reason, subject to any required regulatory approvals.
- iv. A bet placed on the DraftKings Platform is only valid if DraftKings accepts the bet and the bet is recorded on DraftKings' transaction log database. DraftKings' transaction log database will be the final and binding authority governing if DraftKings accepted a bet. A bet recorded on DraftKings transaction log database will appear as accepted in your DraftKings account.
- v. Selection(s) may be added or removed from a market by DraftKings at any time for any reason or no reason. Selection(s) for a bet may include late qualifiers or alternates that are added as Selection(s) to the market after the market was first offered or bets were placed on such market.
- vi. The start date and times displayed on the DraftKings Platform are for informational purposes only. DraftKings reserves the right to suspend and/or remove any markets at any time, in its sole and absolute discretion, for any reason or no reason. Some Events' start dates and times may be posted on the DraftKings Platform as a placeholder before the actual start dates and times are officially announced by the

**Commented [ML6]:** MGC: Added regulatory approval language

Event's official governing body. Bets will not be voided solely because the DraftKings Platform has a placeholder start date or time that has not been updated or is incorrect compared with the official start date and time announced by the Event's official governing body.

### **C. Settlement Rules**

- i. Except for instances where the winner or correct outcome was not listed as a Selection for a bet due to regulatory reasons, if the winning team, winning participant, or correct outcome of the Event was not listed as a Selection for the bet at the time the bet was accepted by DraftKings, the bet will be settled as lost.
- ii. Except for Futures Markets, if: (1) a bet is placed on a market that has only two Selections, (2) "Tie" or "Draw" is not offered as a Selection for the market at the time the bet was accepted by DraftKings, and (3) the outcome of the market is a tie or draw, such bet will be settled as Push. For example only, a bet on a 2-Way Moneyline Market for a Game that ends in a draw, a bet on a 2-Way Point Spread Market for a Game where the spread is three points and the Game ends with a score of 13 to 10, or an "Over" 100 total points bet on a Game that ends with a score of 60 to 40, will all be settled as Push.
- iii. Except for Futures Markets, if: (1) a bet is placed on a market that has more than two Selections, (2) "Tie" or "Draw" is not offered as a Selection for the market at the time the bet was accepted by DraftKings, and (3) there is a tie or draw between 2 or more winning Selections, such bet will be settled according to Dead Heat Reduction rules (as defined in Section E below).
- iv. For Futures Markets, if there is a tie or draw between two or more winning Selections, and "Tie" or "Draw" was not offered as a Selection at the time the bet was accepted by DraftKings, Dead Heat Reduction rules apply, regardless of the number of Selections for the market.
- v. If "Tie" or "Draw" is a Selection for a market at the time the bet was accepted by DraftKings, and the outcome of the market is a tie or draw, the "Tie" or "Draw" Selection will be settled as won, and bets on all other Selections will be settled as lost.
- vi. All bets, except for bets on 2-Way Moneyline Markets, include only statistics from regulation Game time and do not include any statistics from overtime or extra time periods of play or shootouts for settlement purposes.
- vii. Bets on 2-Way Moneyline Markets include results from any overtime and/or shootout for settlement purposes, and bets on 3-Way Moneyline Markets do not include results from any overtime and/or shootout for settlement purposes.



viii. If settlement of a Selection is not certain and definitive when DraftKings settles the bet after Conclusion of the Event, bets on such Selection for that Event will be voided.

ix. Event Cancellations and Interruptions

Commented [JL7]: (e) Effect of schedule changes;

1. Bets on an Event that is Canceled will be voided.  
~~3. Should a dispute arise about the acceptance (or lack thereof) of any transaction in the Authorized Account Holder's account, the transaction log database will be the ultimate authority in deciding such matters.~~
2. Except for Futures Markets, if a Game does not start, or the Game's official governing body announces that a Game will not start, within two calendar days (local stadium time) of the Game's scheduled start date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.
3. Except for boxing, mixed martial arts, and Futures Markets, if a Game has started; is then Interrupted; and such Game does not reach its intended, natural, or normal end within 48 hours from the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within 48 hours from the Game's last instance of play, bets on Moneyline Markets and Point Spread Markets for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.
4. For a bet on a Futures Market, if the Event is not Concluded within 10 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bets on Futures Markets for that Event will be voided unless settlement is already Unconditionally Determined. For a bet on a Futures Market, if the Event is Concluded within 10 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a Futures Market for that Event will be settled based on the official results and statistics declared by the Event's official governing body. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially

scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

5. For bets on a Futures Market, if a Game related to the Futures Market is not played or the Game starts and does not reach its intended, natural, or normal end, any results or statistics from such Game that are declared official by the Game's official governing body before DraftKings settles the bet will count for settlement purposes. For example only, if Player A hits a home run in a regular season baseball Game that is later forfeited, if the official governing body for such Game declares the home run hit by Player A is official prior to DraftKings settling the bet, such home run would count as a home run for a Most Regular Season Home Runs Market for settlement purposes. For another example only, in a regular season football Game of Team A vs. Team B, and Team B is disqualified from the Game in the 3rd quarter, if Team A is declared the winner by the Game's official governing body, such win will be deemed a win towards a Regular Season Wins Market for settlement purposes.

x. Participation

1. Unless a market is labelled as "all-in", "run or not", or "all bets action", if a Selection for a bet does not Participate in a specific Event, all bets on such Selection for that Event will be voided.
2. Except for boxing, mixed martial arts, and Futures Markets, if a Game starts but does not reach its intended, natural, or normal end within 48 hours from the Game's last instance of play, including, but not limited to, due to a participant or team in the Game withdrawing, forfeiting, retiring, being disqualified, defaulting, or a no contest being declared, bets on Moneyline Markets and Point Spread Markets for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.
3. Any default score imposed by the Game's official governing body in the event of a team or participant withdrawing, retiring, forfeiting, being disqualified, or otherwise similarly pulling out of or being removed from the Game (for example only, a 2-0 score for a National Football League Game that is forfeited by a team) will not be considered for settlement purposes. For example only, in a football Game of Team A vs. Team B where Team B forfeits the Game in the 3rd quarter with a score of 25 – 10 (in favor of Team A), and the Game's official governing body declares Team A the winner of the Game: (i) a bet on over 20 points scored in the Game will be settled as won since settlement was already Unconditionally Determined; and (ii) a bet on a Point Spread Market on Team A with a point spread

of +1 will be voided even if the official score for the Game is declared as 2-0 due to the default score imposed by the Game's official governing body.

4. If a Selection for a bet Participates in a Competition, but then withdraws, retires, forfeits, is disqualified, or is similarly eliminated from such Competition, all bets on such Selection for that Competition will be settled as lost, unless settlement is already Unconditionally Determined.
5. For 3-Way Moneyline Markets and Head-2-Head Markets (including, but not limited to, Season-Long Head-2-Head Markets), if all Selections for such market do not Participate in the applicable Event and an official result is not declared by the Event's official governing body for at least one of the Selections within 48 hours from the Event's last instance of play, bets on 3-Way Moneyline Markets and Head-2-Head Markets for that Event will be voided.
6. For Grouped Markets, if: (i) one or more of the Selections for the market does not Participate in the Event or (ii) none of the Selections for the market receive an official result, as declared by the Event's official governing body, bets on such Grouped Market will be voided. The official result declared by the Event's official governing body will include any tie-breaking criteria used by the Event's official governing body.
7. If all Selections for a bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market are disqualified, forfeit, retire, withdraw, or are otherwise eliminated from the Event in the same round or at the same point in the Event, settlement of such 3-Way Moneyline Market, Head-2-Head Market, or Grouped Market will be based on the statistics from the round or at the point in the Event all Selections are disqualified, forfeit, retire, withdraw, or are otherwise eliminated from the Event.
8. If one or more of the Selections for a bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market is disqualified, forfeits, retires, withdraws, or is otherwise similarly eliminated from the Competition between Games of the Competition, any bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market for that Competition that (i) includes the disqualified, forfeited, withdrawn, retired, or otherwise similarly eliminated Selection(s) and (ii) was placed after such disqualified, forfeited, withdrawn, retired, or otherwise similarly eliminated Selection's last instance of play will be voided.
9. For all Regular Season Awards Markets, if the Selection bet on does not Participate in at least one Game during the specified regular season, all bets on such Selection will be voided.

10. For all Post-Season Awards Markets, bets on a Selection will not be voided solely because such Selection does not Participate in the applicable post-season so long as such Selection does Participate in at least one regular season Game of the applicable season.

xi. Format and Venue Changes

1. If before an Event starts there is a material change to the format or rules of the Event from what was officially announced or scheduled at the time the bet was accepted by DraftKings, that bet on such Event will be voided. If no official format and/or rules were announced or scheduled at the time the bet was accepted by DraftKings, the format and/or rules first announced or scheduled by the Event's official governing body shall be deemed the Event's official format and/or rules at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's format and/or rules is made by the Event's official governing body, the format and/or rules customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format and/or rules for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph. For example only, a bet is placed on a tennis match that was scheduled as a best-of-5 set format at the time the bet is accepted by DraftKings, then, after the bet was accepted by DraftKings, but before the match starts, the official governing body changes the format of the Match to best-of-3 sets, as a result, the bet placed before the format change will be voided.
2. If after an Event starts there is a material change to the format or rules of the Event from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided unless settlement is already Unconditionally Determined prior to the material change to the format or rules of the Event.
3. If the home and away designations for an Event are switched (for example only, the home team becomes the away team, and the away team becomes the home team) after the bet was accepted by DraftKings, such bet on that Event will be voided.
4. Bets for an Event will not be voided solely because the Event's venue is changed, except if the venue for the Event is changed to the home venue of either team competing in the Event, in which case, bets on such Event placed before the venue change will be voided.
5. Bets shall not be voided solely because there is a change in the type of scheduled playing surface for an Event (for example only, a tennis match being played on

grass surface switching to a tennis match being played on a clay surface) or because the Event was moved to an outdoor setting from an indoor setting (or vice versa).

xii. Settlement Statistics

1. Except as set forth in Section II(D) (Unavailable Statistics, Incorrect Statistics, and Resettlement): (a) bets are settled using the statistics provided by the Event's official statistical provider or the Event's official governing body, at the time DraftKings initially settles the bet; and (b) if there is a conflict between the statistics of the Event's official statistical provider and the Event's official governing body, at the time DraftKings initially settles the bet, bets will be settled using the Event's official statistical provider.
2. If the statistics from the Event's official statistical provider or the Event's governing body are rounded by the statistical provider or official governing body, such rounded statistics will be used for settlement purposes.
3. Bets are generally settled within a reasonable period of time after the Event has Concluded, however, DraftKings may settle or partly settle some bets before the official result of the Event is announced or before the Event has Concluded, purely for the benefit of customers.
4. For bets on finishing positions in an Event or a winner of an Event, in each case, where such Event has a podium presentation, settlement of such bets will be determined based on the statistics at the time of the podium presentation, regardless of any subsequent protests, disqualifications, or amendments to the results, with the exception of cases of clear and obvious error. For bets on finishing positions in an Event or a winner of an Event, in each case, for an Event that is scheduled to have a podium presentation, but there is no podium presentation, such bets will be settled in accordance with the first official statistics of the Event's official governing body after Conclusion of the Event, regardless of any subsequent protests, amendments to results, or disqualifications, with the exception of cases of clear and obvious error.

xiii. Settlement Rules for Futures, Season Long, and Series Markets

1. If the officially scheduled number of Games for a Competition changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, the following rules apply:
  - a. If the Competition's statistics are declared official by the Competition's official governing body or a winner of the Competition is declared by the Competition's official governing body, bets placed before the change to the

number of Games for the Competition will be settled based on the statistics or winner declared by the Competition's official governing body; or

- b. If the Competition's statistics are not declared official by the Competition's official governing body or if a winner is not declared by the Competition's official governing body, such bets on that Competition placed before the change to the number of Games will be voided unless settlement is already Unconditionally Determined.

If no official number of Games for the Competition was announced or scheduled at the time the bet was accepted by DraftKings, the number of Games for the Competition first announced or scheduled by the Competition's official governing body shall be deemed the Competition's official number of Games for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Competition's number of Games is made by the Competition's official governing body, the number of Games customarily used in the previous three iterations of the Competition will be deemed the officially announced or scheduled number of Games for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph.

2. Bets will not be voided solely due to a team relocation, a team's home venue changing, or a team name change prior to or during the applicable Competition.

xiv. Settlement Rules for Markets Related to Number of Medals Awarded (for example only, Country A Over/Under Total Number of Medals Won in Summer Olympics)

1. If multiple medals are awarded for the same position (for example only, two teams tie for 1st place and are both awarded a gold medal), all athletes or teams awarded a medal will be settled as receiving a medal.
2. For *Number of Medals Won by Country Markets*, if the full number of medals scheduled to be awarded for the Competition, at the time the bet was accepted by DraftKings, are not awarded, bets on *Number of Medals Won by Country Markets* for that Competition will be voided unless settlement is already Unconditionally Determined. Notwithstanding the foregoing sentence, if duplicate medals are awarded (for example only, if there is a tie for 1st place between three athletes and all three athletes agree to split, and are awarded, the gold medal, or if instead of holding a bronze medal boxing match, two fighters are awarded a bronze medal), such duplicate medals shall only be counted as one medal awarded in the Competition for purposes of this paragraph. For example only, if two athletes are from the same team or country are tied for 1st and each is awarded a gold medal, and then silver and bronze are awarded to different



athletes, only one gold medal will be deemed to have been awarded to the team or country from which the 1<sup>st</sup> place athletes are from for purposes of this paragraph. If two or more athletes are from different teams or countries and receive duplicate medals, each country will be credited with a medal for purposes of settling *Number of medals Won by Country Markets*. If there is no number of medals scheduled to be awarded for the Competition at the time the bet was accepted by DraftKings, the first announced number of medals scheduled to be awarded for the Competition by the Competition's official governing body will be deemed the full number of medals scheduled to be awarded for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph. If no silver or bronze medals are awarded, medals will not be counted for any athletes or teams that finish in second (2<sup>nd</sup>) or third (3<sup>rd</sup>) place, respectively, for the purposes of settling *Number of Medals Won by Country Markets*.

3. For *Number of Medals Won by Athlete Markets*, for non-individual Events, the athlete must Participate in the medal round (final round) for that medal to count towards the athlete's total medals.
4. Any medals won in a team sport or contest will count as one medal for any *Number of Medals Won Markets*, not by the number of athletes on such team or country that received a medal.

#### **D. Unavailable Statistics, Incorrect Statistics, and Resettlement**

- i. In instances where (i) there is sufficient evidence that the statistics from the Event's official statistical provider or official governing body are unequivocally incorrect or (ii) statistics from the Event's official statistical provider or Event's official governing body are not available, DraftKings reserves the right to settle bets using statistics from reliable sources. If no official statistics and/or reliable sources of information are available within 48 hours after the Conclusion of the applicable Event, all applicable bets for such Event will be voided.
- ii. DraftKings reserves the right to re-settle any bet(s) if the official statistics from the Event's official governing body are different from the statistics on which DraftKings settled the bet(s) or the statistics from such Event are later vacated or declared unofficial, in each case, by the Event's official governing body.
- iii. DraftKings reserves the right to re-settle a bet if the bet was incorrectly settled due to mistake, human error, technical or mechanical issues.

#### **E. 4. Betting and Payout Limitations**

- i. 1. The minimum bet amount is ten U.S. cents (\$~~100~~.10). DraftKings reserves the right to ~~may~~ limit the maximum bet amount such that the maximum net payout ~~(the payout~~

~~after the wager amount has been deducted) limit on any bet or combination of bets by one Authorized Account Holder does not exceed (\$500,000). This limit may be lowered by DraftKings in DraftKings' sole discretion. For further information it is recommended to consult the Sport Specific Limits.~~ combinations of bets or Parlay bet (as defined in the Market Rules) does not exceed ONE MILLION SIX HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$1,650,000) (the "Maximum Payout"). The Maximum Payout limit applies to a customer, or group of customers acting together, regardless of whether or not such bets are struck separately, at a range of different prices, on different days, and/or through a number of different accounts. DraftKings may lower the Maximum Payout limit for any customer in its sole and absolute discretion, with or without notice, for any reason or no reason. Unless explicitly agreed to by DraftKings and subject to any required regulatory approvals, any bet or series of bets resulting in a net payout exceeding the Maximum Payout will be voided, including, but not limited to, such bet(s) circumventing DraftKings' risk management policies and procedures.

ii. DraftKings will payout winning bets by crediting the winnings to your DraftKings account. DraftKings will adjust a payout credited to your DraftKings account if the payout was credited to you in connection with any Error or any other mistake, human error, or technical or mechanical issue. If you have already withdrawn from your DraftKings account any amounts credited to you in connection with any Error or any other mistake or technical or mechanical issue, you agree that such amounts are property of DraftKings, and you agree to hold such amounts in trust for the benefit of DraftKings and promptly return such amounts upon request.

iii. All currently offered odds for Events are as displayed on the DraftKings Platform. Any updated odds will be updated and displayed on the DraftKings Platform. Before a bet is accepted by DraftKings, all market odds are subject to variation at any time. For any changes in odds for a market between when you add a Selection to your bet slip and before the bet is accepted by DraftKings, you may choose to either manually accept such odds change or you may set up your DraftKings account to automatically accept such odds change. Once you place a bet, you cannot partially or totally change the odds associated with the bet, regardless of any previous or future odds publication on the DraftKings Platform or odds publications in any other media.

~~2. All bet selections are subject to pre-imposed limits set solely at DraftKings' discretion which may be lower than the limits mentioned in the Sport Specific Limits and/or mentioned elsewhere on DraftKings' platform. Should this limit be reached, the Authorized Account Holder has the right to ask for it to be exceeded by means of a request effected through DraftKings' platform. DraftKings reserves the right to accept (fully or partially) or reject the said request without any prior notice and further explanation.~~

**Commented [JL8]:** (b) Minimum and maximum Sports Wagers;

(l) Maximum payouts; however, such limits must only be established through limiting the amount of a Sports Wager and cannot be applied to reduce the amount paid to a patron as a result of a winning Sports Wager;

**Commented [JL9]:** (d) Methods for the calculation and payment of winning Sports Wagers;

**Commented [JL10]:** (f) Methods of notifying patrons of odds or proposition changes;

(g) Whether the Operator accepts Sports Wagers at other than posted terms;

3. DraftKings reserves the right to decline or void, in its sole discretion, all, or part of, any bet requested. This includes the possibility that a "System bet" is not accepted in full, either in terms of wagers or combinations included in said "System bet".
4. DraftKings reserves the right to restrict or deny access, in whole or in part, to your user account, at DraftKings' own discretion.
5. All bets placed through any DraftKings platform, including but not limited to bets requesting manual approval, may be subject to a time delay prior to acceptance, the length of which may vary. Such delay is to be determined by DraftKings in its sole discretion.
6. DraftKings reserves the right to withhold payment and/or to declare bets void on an event (or series of events), if DraftKings determines, in its sole discretion, that any of the following has occurred:
- a. the integrity of the event has been called into question;
  - b. the price(s) or pool has been manipulated;
  - c. Game rigging has taken place, or the game is under investigation for such; or
  - d. Any other occurrence that, in the reasonable discretion of DraftKings, would tend to show that the event (or series of events) was unduly influenced by factors outside of the event (or series of events) itself.

Evidence of the above may be based on the size, volume or pattern of bets placed with DraftKings across any or all of its betting channels, as well as information received from other betting providers or officially recognized organizations.

7. All odds offered are subject to variation. Such fluctuation is determined by DraftKings in its sole discretion. Bets are accepted only at the odds available in the betting grid at the time the bet offer is accepted by DraftKings, without regard to any other claim or previous publication present on the website or any other media detailing otherwise. DraftKings may stop offering any betting market or close the wagering period for any betting market at any time in its sole discretion.

- iv. 8. All payout calculations when settling bets will be done based on ~~Decimal~~ American odds, irrespective of any other odds format displayed/display chosen by you at the time of bet placement. American odds express the amount to be won on a \$100 U.S. Dollars bet for positive (+) odds or the amount needed to bet to win \$100 U.S. Dollars for negative (-) odds.

Commented [JL11]: (d) Methods for the calculation and payment of winning Sports Wagers;

9. The official result is final for settlement purposes except where specific rules state the contrary. The podium position in a motor race, the medal ceremony in athletics and any similar official ceremony or presentation in other sports are to be treated as the official result.

- v. If an Event is being investigated or reviewed for integrity or other concerns, DraftKings may withhold settlement of bets on such Event to allow for an investigation or during an investigation and/or void bets on such Event.

Commented [JL12]: (h) Procedures related to pending winning Sports Wagers;

## F. Dead Heat Reduction Rules

i. Dead Heat Reduction (“DHR”) rules is a method for settling a bet in the event of a tie between winning Selections and is calculated by dividing the odds proportionally among the number of winning Selections for the applicable bet. For example only, in a 2-way tie where Dead Heat Reduction rules apply, your payout would be half of what was originally projected in the bet slip at the time of bet placement. For further example only:

- You bet \$50 on Golfer A to have the best score among a group of three other golfers at 2.5 in decimal odds (+150 in American odds).
- The Event ends with Golfer A tied with one other golfer for the best score in the group.
- $2.5 \text{ (original odds)} \div 2 \text{ (number of winning Selections who tied)} = 1.25 \text{ (DHR odds)}$
- $\$50 \times 1.25 = \$62.50 \text{ payout}$

Dead Heat Reduction rule for a bet involving more than 1 finishing position (for example only, golfer to finish in the top 10) is calculated by dividing the number of participants or teams who tied for a position by the number of remaining finishing positions, including the position where the Selection finished, and dividing the original odds for the bet by that number. For example only:

- You bet \$50 on Golfer A to place in the top 10 of a tournament at 3.0 in decimal odds (+200 in American odds).
- The tournament ends with Golfer A tying for 8th place with five other golfers.
- $6 \text{ (number of tied golfers)} \div 3 \text{ (8th, 9th \& 10th places)} = 2.0$
- $3.0 \text{ (original odds)} \div 2.0 \text{ (new odds)} = 1.5 \text{ (DHR odds)}$   
 $\$50 \times 1.5 = \$75 \text{ payout}$

~~10. You may withdraw payments as well as cash deposits by using the “Withdrawal” option on the website.~~

## G. 5. Cancellation (Voiding) of Voided Bets

i. DraftKings may void any bet that was accepted by DraftKings when your DraftKings account does not have sufficient funds to cover the bet, including, but not limited to, as a result of a deposit being declined, not honored, or canceled by the payment processor.

ii. Except as otherwise provided by Massachusetts law or regulation, voiding of bets is subject to approval by the Massachusetts Gaming Commission. Without prejudice to any other provision in these Rules (including, but not limited to, the Sport Rules), a bet will be voided, totally or partially, irrespective of the bet being settled or Unconditionally Determined, if any of the following circumstances have occurred (The Massachusetts Gaming Commission will be notified before any action is taken):

**Commented [JL13]:** (n) The Operator's policy for canceling or voiding Sports Wagers in accordance with 205 CMR 238.35;

**Commented [ML14]:** MGC: Added regulatory approval language

1. An Error in connection with the bet;

2. The bet was accepted by DraftKings on an Event that was directly or indirectly affected by illegal or suspected illegal activity. If there are any concerns that an incident that directly or indirectly affected an Event is related to any illegal or suspected illegal activity, DraftKings may withhold settlement of bets on such Event while the concerns are being investigated and/or void bets on such Event;

Commented [JL15]: (c) Description of the process for handling incorrectly posted events, odds, Sports Wagers, or results;

1. When an event is cancelled prior to starting, all related bets will be void and accounts refunded.
2. If any game is abandoned due to injury, bad weather, crowd trouble etc. all bets that have already been settled up until the time of abandonment will stand. For example: If a football game is abandoned in the second half, all bets involving the 1st half will stand. What's more, if a touchdown has been scored, the first touchdown scorer market will stand, but the last touchdown scorer bets will be void. For tennis: if a player retires injured in the 3rd set, all bets to win the 1st and 2nd sets will stand.
3. A bet made as a parlay, except made as a Same Game Parlay, shall remain valid notwithstanding a game or an event which is part of the parlay bet being void.
4. DraftKings will not cancel or void a wager due to an "obvious error" without prior approval of the Massachusetts Gaming Commission ("MGC"). An "obvious error" is when any of the following circumstances have occurred:

3. a. Bets have been offered, placed and/or The bet was accepted due to an Error by DraftKings after the last instance of play on an Event;

b. Bets placed while the website was encountering technical problems, that would otherwise not have been accepted;

c. Influence Betting;

d. Syndicate Betting;

e. A result has been affected by illegal activity directly or indirectly;

f. An announcement has occurred in relation to the bet which alters the odds, such announcement occurring after the posting of the affected betting market and bets being placed on the affected event in a manner that would tend to show that the announcement affected the way that end users chose to bet.

4. g. When a Customer A customer places multiple copies of the same bet or places a number series of bets that contain the same single selection or similar Selection(s). When this occurs, all bets may will be voided apart from the first 1st bet struck. An placed. For example would be where only one particular selection Selection is repeatedly included as a leg in multiple Parlay bets involving other short priced selections (as defined in the Market Rules) where the other legs of the Parlay bets involve Selections with high-probability odds; or

~~h. Where there is evidence of a series of bets each containing the same (or very similar) selection(s) having been placed by the same individual or syndicate of individuals.~~

5. Except for a Progressive Parlay (as defined in the Market Rules) or Same Game Parlay (as defined in the Market Rules), any Parlay bet that includes two or more Selections where the outcomes of the Selections are correlated, regardless of the odds of such Selections.

iii. DraftKings may void any bet placed: (1) in connection with Influence Betting; (2) in connection with Syndicate Betting; or (3) on an Event where the integrity of such Event, including, but not limited to, any participant(s) or team(s) Participating in the Event, being compromised or suspected of being compromised (including, but not limited to, any instance of game-rigging).

iv. Except for misspellings or misstatements where the correct participant(s) or team(s) in connection with the bet could reasonably be identified, DraftKings may void bets placed on: (1) an Event that is not scheduled to take place or that does not exist and (2) on a participant or team that does not exist, is never scheduled to Participate in the Event, or is a member of a team that is not specified on the bet slip.

v. For any Game that is a one team versus one team sport, a one participant versus one participant Game (for example only, a singles tennis match), or a two participant versus two participant Game (for example only, a doubles tennis match), if the opponent for such Game changes after the bet is accepted by DraftKings, bets on such Game will be voided.

vi. Bets for a market will be voided if a participant, team, or country wins the applicable Event and such participant, team, or country was not listed as a Selection for such market due to regulatory reasons.

vii. If DraftKings simultaneously offers the same market multiple times on the DraftKings Platform, even if such markets are offered with the same or different odds, any Parlay bet (as defined in the Market Rules) that includes legs on more than one of the duplicate markets will be voided.

## **H. Prohibited Sports Betting Participant**

~~5. DraftKings reserves the right to void any bet that may have been accepted when the account did not have sufficient funds to cover the bet. If an account has insufficient funds as a result of a deposit that has been cancelled by the payment processing party, DraftKings reserves the right to void any bet that may have been accepted retroactively.~~

i. In addition to any prohibitions set forth in the Terms, the following individuals are prohibited from placing any bet on the DraftKings Platform:

1. An individual under twenty-one (21) years of age;

**Commented [JL16]:** (i) Description of prohibited persons pursuant to 205 CMR 238.33: Prohibited Persons, restricted patrons pursuant to 205 CMR 238.32: Restricted Patrons, and Sporting Events and Wager Categories on which Sports Wagers may not be accepted under M.G.L. c. 23N and 205 CMR 247.02;

~~6. A bet made as a parlay, except made as a Same Game Parlay, shall never include two or more offers where the outcomes of which might turn out to be related (e.g. Team X to become champions and Player Y to be Top Goal Scorer in the same league). Although DraftKings takes reasonable steps to prevent such possibilities, in the eventuality that this would happen, DraftKings reserves the right, solely at its own discretion, to declare void all parts of the accumulative/parlay bet which include the correlated outcomes.~~

~~7. Bets can be voided regardless of whether the event has been settled or not.~~

2. An individual not physically located in the authorized geographic boundaries of the state of Massachusetts;
3. An individual placing a bet in violation of any local, state, or federal law, rule, or regulation;
4. An individual betting on behalf of another individual including, but not limited to, an attempt to place a bet as an agent or a proxy;
5. An individual who is in breach of any rule or policy of any sports governing body which the individual is a member;
6. An individual that is an employee, director, officer, owner, or subcontractor of DraftKings, as well as those individuals within the same household as any such individual;
7. An individual with proprietary or non-public information held by DraftKings placing a bet with any sports betting operator;
8. An individual who is a professional or athlete, coach, referee, team owner, employee of a sports governing body of its member team, or any patron and referee union personnel when betting on an Event in the sport in which the individual participates, or in which the athlete the individual represents participates;
9. An individual who is an athlete, coach, trainer, official, referee, umpire, or any employee or staff member of a sports governing body or organizer in connection with a bet on an Event with which such individual or sports governing body or organizer is affiliated; or
10. An individual who is voluntarily or involuntarily excluded or prohibited, whether permanently or temporarily, from establishing a betting account or participating in sports betting activities in the state of Massachusetts.
11. An individual whose conduct may undermine the integrity of the betting or the Event or who is excluded from betting for other good cause;



12. An individual betting in violation of state, local, or federal law; or

13. An individual otherwise prohibited as determined by the Massachusetts Gaming Commission.

- ii. ~~8. Furthermore, all~~ if any bets are placed ~~(and/or accepted) in the following circumstances will be declared void;~~ by any prohibited sports betting participants, such bets shall be voided.

## **I. Responsible Gaming**

- i. Information on responsible gaming and how to enroll in a self-exclusion program may be found at <https://rg.draftkings.com/>.

## **J. Miscellaneous**

- i. DraftKings shall not be deemed in default or liable to you for any losses or damages whatsoever due to any Error or any other mistake, human error, or technical or mechanical issue.
- ii. Except where the context otherwise requires: (A) words denoting the singular include the plural and vice versa; (B) words denoting any one gender include all genders; and (C) words denoting persons includes partnerships, corporations, and limited liability companies and vice versa.
- iii. In cases where DraftKings determines in its sole discretion and acting in good faith that these Rules are inconclusive on an issue, DraftKings may void, alter, adjust, settle, and/or resettle bets impacted by such issue on a case-by-case and non-precedential basis taking into account generally accepted industry standards, subject to any required regulatory approvals.

**Commented [ML17]:** MGC: Added regulatory approval language

## **K. Complaint**

### **a. Pre-game betting**

- i. ~~Betting effected after the event has started; or~~
- ii. ~~Betting effected after a related event was underway and where conditions could have been altered in a direct and indisputable way.~~

### **b. Live betting**

- i. ~~Betting effected at incorrect price due to delayed or failing 'Live' coverage;~~
- ii. ~~Betting effected on particular offers after these have occurred, or else after an event which could normally be deemed as leading to the outcome has happened or is happening (e.g. bets placed on offers such~~

~~as Total Goals Scored or Next Goal while a penalty is being taken, or has been awarded); or~~

~~iii. Betting effected on odds which represented a different score than the actual score~~

~~9. In the event a bet is declared void or cancelled, such bet will be listed as void or cancelled in the Authorized Account Holder's bet slip and betting history.~~

## **~~6. Disclaimer and Priority~~**

~~1. DraftKings reserves the right, at its own discretion, to adjust a payout credited to an Authorized Account Holder's balance if it is obvious that the payout has been credited to the Account due to an Error.~~

~~2. In order to adjust any inaccuracy in the Authorized Account Holder's balance following amounts credited due to an Error, DraftKings reserves the right to take any necessary action, without prior notice and within reasonable limits, to adjust the Authorized Account Holder's balance through the reversal, amendment or cancellation, of any subsequent transaction on the Authorized Account Holder's account.~~

~~i. 3.—If you have a complaint regarding the DraftKings SportsbookPlatform, please contact us directly at sportsbook@draftkings.com, and we will notify you of the disposition of any complaint within ten (10) business days of DraftKings receipt of your complaint. A patronYou can contact the MGCMassachusetts Gaming Commission directly to filefiles a complaint by accessing https://massgaming.com/regulations/fairdeal/ and completing the requisite information. PatronsYou can submit disputes by calling the Commission's Integrity Tip Line at 1 (844) 303-8477 or completing a form (found on https://massgaming.com/regulations/fairdeal/) and sending it via email to MGCcomments@massgaming.gov, or mailing it to: Massachusetts Gaming Commission, 101 Federal Street, 12th Floor, Boston, MA, ATTN: Sports Division. You consent to have DraftKings monitor and record any communications you have with DraftKings.~~

## **L. Cash Out**

~~4. DraftKings reserves the right to suspend access to your account while any complaints are being resolved.~~

~~5. These Rules are applicable to all transactions with DraftKings Sportsbook and may be supplemented at any time in DraftKings' sole discretion. In the event that any of these Rules conflict with the Terms, the Terms shall govern.~~

~~6. In cases where it deems that these Rules are inconclusive, DraftKings reserves the right, according to its own discretion, to settle offers on an individual basis on the basis of equity, attaining itself to generally accepted betting norms, customs, and definitions.~~

**Commented [JL18]:** [\(i\) Methods of contacting the Sports Wagering Operator for questions and complaints including information explaining how complaints can be filed, how complaints are resolved, and how the patron may submit a complaint to the Commission;](#)

7. Any data provided or accessible in, from or related to the Sportsbook may be used by the Authorized Account Holder for private, non-commercial use only and any use or attempted use of such data for commercial purposes is strictly prohibited.
8. DraftKings has the right to enforce any of these Rules against any Authorized Account Holder in DraftKings sole and absolute discretion.
9. Any winnings are automatically credited to the patron's account after the wager is settled.

## 7. Common Terms of Reference

1. Unless listed either in conjunction with the odds, in the sport-specific rules, the Market Rules, or the specific bet terms, all bets should be considered valid for the result at the end of the "Regular Time" or "Full Time" only. "Regular Time" or "Full time" is defined as interpreted by the official rules published by the respective governing association. For example, in soccer, full time is stipulated to be 90 minutes including injury time, and in hockey it is stipulated as the three 20-minute periods. Should the governing association decide to stipulate, before the start of the event, that the said event is to be played over a different duration, this will be treated as being the official rules for the event (for example, Under 17 football played with two 40-minute halves). Nonetheless, such occurrence is limited to the "regular" playing time and does not include any prolongation such as extra time or overtime, unless explicitly stated.
2. "Live betting" is where it is possible to bet during an ongoing game or event. DraftKings does not acknowledge or accept any liability whatsoever if it not possible to place a bet or the live score update is not correct. At all times it is the Authorized Account Holder's responsibility to be aware of the game and the events surrounding it such as the current score, its progression and how much time remains before the game is completed. DraftKings does not accept any liability for changes to the Live betting schedule or interruption of the Live betting service. There may be a delay in the updating or displaying of information on the DraftKings platforms related to an ongoing game or event giving individuals with more up-to-date information an advantage.
- i. 3. The "Cash Out" function allows the Authorized Account Holder the possibility to redeem a bet, which status has not been settled yet is a feature that allows a customer to take a return on a bet before the final outcome of the Event is determined, at a value specified by DraftKings at the time the Cash Out is offered. ~~It is available on selected events both in pre-game and live, as well as on both single and parlay bets. Cash Out functionality by DraftKings. The Cash Out feature is offered at DraftKings' sole and absolute discretion, and its availability for any given bet is not guaranteed. Even though the Cash Out feature is offered for a particular bet, DraftKings may stop offering the Cash Out feature for such bet at any time in its sole discretion. The Cash Out feature cannot be used on free or bonus bets or any other promotional bets. Cash Out requests might may be subject to an imposed delay. Should it happen that a time delay, and whether there is a time delay, and the length of any time delay, shall be determined in DraftKings' sole and absolute discretion. If during this delay, for whatever reason, either the Cash Out offer is removed or odds fluctuate the return specified by DraftKings for the Cash Out fluctuates, the Cash Out request will not be accepted and the Authorized Account Holder~~customer will be

notified with an on-screen message. ~~DraftKings reserves the right to offer such functionality solely at its own discretion and does not acknowledge or accept any liability whatsoever if the Cash Out functionality is not available.~~ Should a Cash Out request be ~~successful~~accepted by DraftKings, the bet will be settled immediately and any subsequent ~~events~~results which occur in relation with the bet will not be taken into account. ~~In the instance of a cashed-out bet having suffered from~~If a Cash Out bet is affected by a technical, pricing, or settlement error at any time between the time of original bet placement and when the ~~cash-out~~Cash Out is accepted by DraftKings, DraftKings reserves the right rectify such inaccuracy in DraftKings' sole discretion.

- ~~4. The "Participant" is an object constituting part of an event. In "Head-to-Head" and "Triple Head" the Participant only refers to objects that are subject to the "Head-to-Head" or "Triple Head" event in question.~~
- ~~5. The deadline (cut-off time) shown on the website is to be treated for information purposes only. DraftKings reserves the right, at its own discretion, to suspend, partially or completely, the betting activity at any time DraftKings deems necessary.~~
- ~~6. Statistics or editorial text published on DraftKings' site are to be considered as added information but DraftKings does not acknowledge or accept any liability whatsoever if the information is not correct. At all times it is the Authorized Account Holder's responsibility to be aware of all relevant circumstances relating to an event.~~
- ~~7. In case of any conflict between these Rules and language in a bet slip, the language in a bet slip will prevail. In the event of a conflict within these Rules, the conflict shall be resolved by giving precedent in the following order, from highest precedent to lowest: (i) the Sport Rules; (ii) the Market Rules; and (iii) the General Rules. In the event any language within the Olympics section of the Sport Rules conflicts with any other language within the Sport Rules, the language within the Olympics section of the Sport Rules shall take precedent.~~

## **8. Prohibited Sports Wagering Participant**

- a) A person that is under twenty one (21) years old;
- b) DraftKings, its directors, officers, owners and employees or any relative living in the same household;
- c) An individual with proprietary or non-public information held by DraftKings;
- d) A professional or athlete, coach, referee, team owner, employee of a Sports Governing Body or its member teams and patron and referee union personnel, seeking to place sports wagers on events in the sport in which the individual participates, or in which the athlete the individual represents participates;
- e) Persons placing sports wagers as agents or proxies for others;
- f) Any individual prohibited from sports wagering pursuant to 205 CMR 250.00;
- g) Any individual who is self-excluded from sports wagering pursuant to 205 CMR 233.00;
- h) Any individual who is prohibited from or subject to limitations regarding sports wagering pursuant to 205 CMR 254.00 and 255.00;
- i) Any individual wagering while not in the authorized geographic boundaries within the Commonwealth of Massachusetts;

- j) Any restricted patron wagering in violation of their restrictions established in 205 CMR 238.32;
- k) Any individual wagering in violation of state, local or federal law; or
- l) Other prohibited persons as determined by the Massachusetts Gaming Commission;

## 9. Methods of Funding a Wager

Sports Wagers may be funded through multiple options, including, without limitation, customer deposits and site/promotional credits. Deposits can be made through Debit Cards, Online Banking, PayPal, Play+ Cards, Bank Wire Transfers, Cash at Retail, and approved Gift Cards, and may include any other method approved by the Massachusetts Gaming Commission. In no event may a Massachusetts account be funded through a form of credit.

## 10. Self-Exclusion

You may enroll in a self-exclusion program, and more detailed information can be found at <https://sportsbook.draftkings.com/help/responsible-gaming>.

## 11. Dead Heat Reduction

1. In the event a bet sees two or more competitors tied for the same winning position (according to the terms of the bet), the “Dead Heat Reduction (“DHR”) rules” apply.
2. A “Dead Heat Reduction” is calculated by dividing the odds proportionally among the number of winners for a particular position (i.e. finishing place) in the event. For example, in a two-way tie aka ‘Dead Heat’, your return would be half of what was originally projected in the bet slip at the time of bet placement.
  1. Example (all calculations should use decimal odds):
    1. You bet \$50 wager on a golfer to have the best score among a group of 3 at +150 (2.5) odds.
    2. The event ends with two golfers tying for the best score in the group.
    3.  $2.5 \text{ (original odds)} \div 2 \text{ (number of participants who tied)} = 1.25 \text{ (DHR odds)}$
    4.  $\$50 \times 1.25 = \$62.50 \text{ payout}$
3. A “Dead Heat Reduction” involving a bet with more than one finishing position (e.g. Top 10) is calculated as follows:
  1. Divide the number of participants who tied by the number of remaining finishing positions.
  2. Divide your original odds by the result of the calculation immediately above to find the new odds.
3. Example (all calculations should use decimal odds):
  1. You bet \$50 wager on a golfer to place in the Top 10 at +200 (3.0) odds.

2. The event ends with the golfer tying for 8th place with 5 other golfers.

3.  $6 \text{ (tied participants)} \div 3 \text{ (8th, 9th \& 10th)} = 2.0$

4.  $3.0 \text{ (original odds)} \div 2.0 \text{ (new odds)} = 1.5 \text{ (DHR odds)}$

5.  $\$50 \times 1.5 = \$75 \text{ payout}$

## 12. Sport Specific Limits

DraftKings reserves the right to limit the maximum bet amount (on a per user or aggregate basis, DraftKings sole discretion) such that net payout (the payout after the wager has been deducted) on any bet or combination of bets will be within the limits below, or other limits as DraftKings may set from time to time in DraftKings sole discretion.

Unless explicitly agreed to by DraftKings, any wager that would result in a net payout (the payout after the wager has been deducted) in excess of the limits listed below will not be accepted.

Limits vary depending on the sport, the type of competition and the type of odds. Should a bet contain a combination of offers from different sports/categories/games and/or offer types, the bet amount will be limited such that the payout will be limited to the lowest level included in the combination, as specified below. The limits listed below are the net payout (the payout after the wager has been accepted) limits, not the maximum bet amounts.

### 1. Soccer

- a. The limit \$500,000 will apply for all competition/match-related offers that belong to any of the following categories: (i) Olympic, World and Continental Tournaments for Men governed by FIFA or UEFA, including qualification phases; (ii) International Club Tournaments for Men governed by FIFA or UEFA, including qualification phases; (iii) Any domestic league on the top-level for Men in any of the following countries: Denmark, England, France, Germany, Italy, Netherlands, Norway, Scotland, Sweden and Spain;

The limit \$100,000 will apply for all competition/match-related offers that belong to any of the following categories:

(iv) All other International Tournaments; (v) All other International Club Tournaments; (vi) Domestic leagues on the top-level in any other country; (vii) Main domestic cups in any other country; (viii) Any domestic league on the 2nd level for men in the following countries: Denmark, England, France, Germany, Italy, Netherlands, Norway, Sweden and Spain; (ix) Any International Friendly that is regulated by FIFA.

The limit \$50,000 will apply for all competition/match-related offers that belong to any other Football, excluding Beach Soccer and Futsal.

- b. All bets related to players, transfers, managers, corners, shots on goal and other offers that are not decisive in deciding the outcome of a competition/match, will be treated as PR and Novelty Bets and subject to the same limits.

## **2. Basketball**

- a. The limit \$1,000,000 will apply for all competition/game-related offers that belong to any of the following categories: (i) NBA, Euroleague, Olympic, World and Continental Tournaments for Men governed by FIBA.
- b. The limit \$250,000 will apply for all competition/game-related offers that belong to any other Basketball offer.
- c. All bets related to players, trades, free agency, managers/coaches, draft specials, disciplinary measures, and other offers that are not decisive in deciding the outcome of a game/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

## **3. Ice Hockey**

- a. The limit \$250,000 will apply for all competition/game-related offers that belong to any of the following categories: (i) NHL, Olympic, World and Continental Tournaments for Men governed by IIHF. (ii) Any domestic league on the top level for Men in any of the following countries: Finland & Sweden.
- b. The limit \$50,000 will apply for all game-related offers that belong to any other Hockey.
- c. All bets related to players, trades, free agency, managers/coaches, draft specials, and other offers that are not decisive in deciding the outcome of a game/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

## **4. Tennis**

- a. The limit \$150,000 will apply for all competition/match-related offers that belong to any of the following categories: (i) Grand Slam Tournaments from 3rd round onwards.
- b. The limit \$75,000 will apply for all competition/match-related offers that belong to any of the following categories: (ii) ATP & WTA Tournaments from quarter-finals onwards.
- c. The limit \$40,000 will apply for all other competition/match-related offers.

## **5. American Football & Baseball**

- a. The limit \$1,000,000 will apply for all competition/game-related offers that belong to any of the following categories: (i) NFL & MLB
- b. The limit \$250,000 will apply for all competition/game-related offers that belong to any other American Football or Baseball.
- c. All bets related to players, trades, free agency, managers/coaches, draft specials, and other offers that are not decisive in deciding the outcome of a game/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.



#### **6. Australian Rules**

- a. The limit \$50,000 will apply for all competition/match-related offers that belong to any of the following categories: (i) AFL.
- b. The limit \$25,000 will apply for all competition/match-related offers that belong to any other Australian Rules.
- c. All bets related to players, transfers, managers, and other offers that are not decisive in deciding the outcome of a match/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

#### **7. Cricket**

- a. The limit \$100,000 will apply for all competition/match-related offers that belong to any of the following categories: (i) International matches & Domestic top leagues.
- b. The limit \$50,000 will apply for all competition/match-related offers that belong to any other Cricket.
- c. All bets related to players, transfers, managers, and other offers that are not decisive in deciding the outcome of a match/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

#### **8. Golf**

- a. The limit \$250,000 will apply for all competition/tournament-related offers that belong to any of the following categories: (i) Majors, WGC, PGA, European & LPGA Tour events; Ryder & Solheim Cup.
- b. The limit \$25,000 will apply for all competition/tournament-related offers that belong to any other Golf.
- c. All bets related to specials, futures, and other offers that are not decisive in deciding the outcome of a game/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

#### **9. Fighting**

- a. The limit \$100,000 will apply for all competition/fight-related offers that belong to any of the following categories: (i) UFC, WBC, WBA
- b. The limit \$25,000 will apply for all competition/fight-related offers that belong to any other Fighting Body.

#### **10. Other Sports**

- a. The limit \$40,000 will apply to all competition/game-related offers in the following Sports: Athletics, Bandy, Cycling, Trotting & Winter Sports.
- b. All bets related to players, transfers, managers, and other offers that are not decisive in deciding the outcome of a game/league/tournament, will be treated as PR & Novelty Bets and subject to the same limits.

**11. ~~Non Sport, Poker, PR & Novelty Bets~~**

- a. ~~The limit of \$20,000 will apply for any offer related to this category. This will also include Sports-related offers such as Player Transfers, Draft Specials, Trade Deadline Specials, Next Manager/Coach etc.~~

### III. **BET TYPES AND MARKET RULES**

Commented [JL19]: (a) Types of Sports Wagers accepted:

#### **2-Way Point Spread Markets and 2-Way Handicap Markets**

Point Spread Markets and Handicap Markets facilitate betting on whether the chosen outcome will win by more, or lose by less, than a specific number of points as stated for the bet. "Tie" or "Draw" are not offered as Selections for 2-Way Point Spread Markets or 2-Way Handicap Markets. If a whole number is offered as the point spread or handicap, bets will be settled as Push if the outcome bet on is tied after the point spread or handicap for the bet has been applied.

#### **3-Way Point Spread Markets and 3-Way Handicap Markets**

In 3-Way Point Spread Markets and 3-Way Handicap Markets, "Tie" or "Draw" is offered as a Selection in addition to Selections on "+" point spread or handicap and "-" point spread or handicap. Bets on "Tie" or "Draw" as Selections in 3-Way Point Spread Markets and 3-Way Handicap Markets will be settled as won if the outcome bet on is a tie or draw after the point spread or handicap for the bet has been applied, and bets on all other Selections, other than "Tie" or "Draw" will be settled as lost.

## **Soccer**

### **General Rules**

- All markets are settled based on the result at the end of regular time (including injury/stoppage time). Extra time and penalties are not included unless indicated.
- Should any match be played prior to the date or kick-off time denoted, bets will stand as long as the bet is placed prior to the revised kick-off time.
- In the event a match venue is changed, bets already placed will stand as long as the home team is still designated as the home team. In the event the home and away teams for a listed match are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.
- All bets on a match abandoned before the completion of the regular time will be void unless the match is rearranged and played on the same date (local time) or it is stated otherwise in the rules, except for bets on any markets that have been unconditionally determined.
  - An exception to the rule directly above is made when this rule relates to friendly matches. In such cases, all match markets are settled based on the actual result at the end of the match (excluding any extra time), irrespective of whether the full 90 minutes is played. This rule applies only to matches with regular playing time of two 45-minute halves.
  - Some Soccer matches may have different playing schedules. In that case, the following will apply:
    - 90 minutes scheduled play (3 x 30 minutes). Full time bets are still considered valid. Half time bets are considered void.
    - 80 minutes scheduled play (2 x 40 minutes). All bets are still considered valid.

- If the playing schedule is different from the above stated, all bets are void.
- Bets on a match or qualification are not affected if a team is subsequently disqualified from, or re-instated to, the competition.
- If the match does not take place as scheduled and is not played on the same date (local time) all bets are void. An exception is made if an incorrect kick-off time is announced on our website.
- Bets regarding an occurrence inside/outside a specific area will consider an occurrence transpiring on the line as inside that area.

## Specific Market Rules

- **Fast Markets**—Fast Markets offer betting on whether certain match events happen in the next X minutes:
  - A goal will be settled on the time the goal is scored.
  - A corner is considered to have happened when it is awarded (not when it is taken).
  - A penalty is considered to have happened when it is awarded (not when it is taken).
  - A free kick is considered to have happened when it is awarded (not when it is taken).
  - A goal kick is considered to have happened when it is awarded (not when it is taken).
  - A throw-in is considered to have happened when it is awarded (not when it is taken).
- **Settlement**
  - 1 minute refers to 00:00—00:59 seconds of the relevant 1-minute period.
  - 5 minutes refers to 00:00—04:59 seconds of the relevant 5-minute period.
- **Settlement will be determined in order of priority by:**
  1. The official website of the competition
  2. The data transmitted by our data providers
  3. The data from the TV broadcaster covering the match
- **Extra Time**—All bets are settled on the official statistics for the extra time period only. Any goals, corners, etc. that were taken or scored during regulation time do not count. Extra time does not include a penalty shootout. If the match does not go to extra time all bets are void.
- **Penalty Shootout**—Bets stand based on legitimate penalties. In the case that penalties need to be retaken, action will follow through to the legitimate kick.
- **Asian Handicaps**—The Asian Line is a special type of handicap used for Soccer matches. Depending on the strength of each team, a handicap (spread) is issued for the game. This enables the odds for each side to be more similar, allowing more competitive betting opportunities. All bets on the Asian Handicap in live betting (including 1st/2nd half bets) are settled according to the handicap (spread). Any goals prior to the bet being placed are ignored for settlement purposes. If a match is abandoned, bets will be void.

Asian Handicap	What it means
0	You win if your team wins the match. If there's a draw (0 goals difference), your stake is refunded.
0.25	You win if your team wins the match. If there's a draw, your bet is split in half: one half is considered a win, the other half is considered a draw and its stakes are refunded.
0.5	You win if your team draws or wins the match.
0.75	You win if your team wins or draws the match. If it loses with a one goal difference, you lose half of the stake.
1	You win if your team wins or draws the match. If it loses with a goal difference of one, your stake is refunded.
1.25	You win if your team wins or draws the match. If it loses with a goal difference of one, you win half of the stake.
-0.25	You win if your team wins the match. If it draws you lose half of the stake.
-0.5	You win if your team wins the match.
-0.75	You win if your team wins the match with a goal difference of two or more. If it wins with one goal your bet is split in half: one half is considered a win, the other half is considered a draw and its stakes are refunded.
-1	You win if your team wins the match with a goal difference of two or more. If it wins with a goal difference of one, your stake is refunded.

-1.25	You win if your team wins the match with a goal difference of two or more. If it wins with a goal difference of one, you lose half of the stake.
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## 2-Way Moneyline Markets

- **Over/Under**—Predict the total goals scored in a match. Goals are considered regardless of whether they are scored before or after the bets are placed (unlike Asian Handicaps, where the score before the bet has been placed is ignored). If a game is abandoned, bets will be void unless settlement is already unconditionally determined.

Over/Under	What it means
Under 2	Bets win if there is either 0 or 1 goal scored in the match. If there are two goals exactly, the stake is returned. Bets lose if there are three or more goals scored in the match.
Under 2.25	Bets win if there is either 0 or 1 goal scored in the match. If there are two goals exactly, half the stake will win, and half will be returned. Bets lose if there are three or more goals scored in the match.
Under 2.5	Bets win if there are 0, 1 or 2 goals scored in the match. Bets lose if there are three or more goals scored in the match.
Under 2.75	Bets win if there are 0, 1 or 2 goals scored in the match. If there are three goals exactly, half the stake will be returned, and half will be lost. Bets lose if there are four or more goals scored in the match.
Over 2	Bets win if there are three or more goals scored in the match. If there are two goals exactly, the stake is returned. Bets lose if there is 0 or 1 goal scored in the match.
Over 2.25	Bets win if there are three or more goals scored in the match. If there are two goals exactly, half the stake will be returned, and half will be lost. Bets lose if there is 0 or 1 goal scored in the match.

Over 2.5	Bets win if there are three or more goals scored in the match. Bets lose if there are 0, 1 or 2 goals scored in the match.
Over 2.75	Bets win if there are four or more goals scored in the match. If there are three goals exactly, half the stake will win, and half will be returned. Bets lose if there are 0, 1 or 2 goals scored in the match.

- ◆ **Draw No Bet** — Predict which team will be the winner. In case of a draw, all bets will be settled as push.
- ◆ **Double Chance** — Predict which team will be the winner, covering two of the three possible outcomes in a match with one bet. The Double Chance 1st Half market is settled according to the result of the 1st half only.
- ◆ **Multi-Bet Exact Score** — Predict the final score of the match by choosing from given options. Every selection includes several results. You win if the final score is the same as any of the results featured in the selection you have bet on.
- ◆ **Teams Clean Sheet** — Clean sheet means that a team will finish the game without conceding a goal. Own goals are valid for settlement purposes.
- ◆ **Total Goal Minutes** — Total Goal Minutes is the sum of the minutes of all goals scored in the regular time of the game. Goal times are recorded as the full minute according to the official source. Any goal scored in the added time of the 1<sup>st</sup> half will be recorded as the 45<sup>th</sup> minute. Any goal scored in the added time of the 2<sup>nd</sup> half will be recorded as the 90<sup>th</sup> minute. As soon as a game kicks off, it will be deemed to be in the first minute. For example, a goal scored after 24 minutes and 16 seconds will be settled as scored in the 25<sup>th</sup> minute.
- ◆ **Moneyline Rest of The Match** — All bets are determined without taking into consideration the current score at the time the bet is placed — as if the game were starting again from 0:0 score after the bet is placed.
- ◆ **Scorecast** — This is a prediction on both First to Score and Exact Score of the match. Both must be correct for the bet to win. Own goals are not counted for First to Score. If the 1st goal is an own goal, the next goal scored which is not an own goal will be counted for settlement purposes. If there are only own goals in the match, bets will be settled with the Exact Score market odds at kick-off time. If the match ends with a 0:0 score, all bets will be void. If a player comes on the field after the first goal is scored or did not take part in the game at all, bets including that player as first to score will be settled with the Exact Score market odds at kick-off time. If a match is abandoned after the first goal is scored, bets will be settled with the First to Score odds of the Goalscorer bet type at kick-off time.
- ◆ **Corners Full Time/1<sup>st</sup> Half/2<sup>nd</sup> Half** — Awarded, but not taken corners (there is a corner, but before it is taken the referee signals for the end of the first half or the match) will not count for settlement purposes. If a corner needs to be retaken for any reason, it will be counted as 1 corner.



◆ **Asian Handicap & Over/Under Corners FT/1<sup>st</sup> Half/2<sup>nd</sup> Half** – This market is similar to Handicap (Spread) and Over/Under wagering. Win/Loss for the Handicap part is determined by comparing the corners taken by each team, applying the given Handicap. Win/Loss for the Over/Under part is determined by the corners taken by both teams. Push rules apply.

- Asian Handicap & Over/Under Corners FT will be settled according to the corners taken during the whole match.
- Asian Handicap & Over/Under Corners 1<sup>st</sup> Half will be settled according to the corners taken in the 1<sup>st</sup> half only.
- Asian Handicap & Over/Under Corners 2<sup>nd</sup> Half will be settled according to the corners taken in the 2<sup>nd</sup> half only.
- Awarded, but not taken corners (there is a corner, but before it is taken the referee signals for the end of the first half or the match) will not count for settlement purposes. If a corner needs to be retaken for any reason, it will be counted as 1 corner.

◆ **Total Corners 2-Way** – Predict if the total corners taken in the match (by both teams) will be over or under a given number. Push rules apply. Awarded, but not taken corners (there is a corner, but before it is taken the referee signals for the end of the first half or the match) will not count for settlement purposes. If a corner needs to be re-taken for any reason, it will be counted as 1 corner. If a match is abandoned, all bets will be void unless settlement is already determined. Moneyline Markets allow bets to be placed on which Selection will win the specific Event, but “Draw” or “Tie” is not offered as a Selection. If the Selections tie, bets will be settled as Push.

### 3-Way Moneyline Markets

◆ **Corners 3-Way Handicap** – In 3-way Handicap betting, the line is set so that there can also be a draw outcome, giving you 3 potential bets. Bets are settled by comparing the corners taken by each team, applying the preset handicap (spread). Awarded, but not taken corners (there is a corner, but before it is taken the referee signals for the end of the first half or the match) will not count for settlement purposes. If a corner needs to be re-taken for any reason, it will be counted as 1 corner. If a match is abandoned, all bets will be void unless settlement is already determined. Moneyline Markets allow bets to be placed on which Selection will win the Event or if there will be a tie or draw in the Event. 3-Way Moneyline Markets are sometimes referred to as Match Bets, Win-Draw-Win, 1X2, Match Result (Regulation Time), or 60 Minute Line in Hockey.

◆ **VAR** – VAR review means that the referee needs to stop the game to consult the Video Assistant Referee (VAR). A VAR review will have been deemed to have occurred when there is notification of such within the stadium (Scoreboard /Tannoy announcement).

◆ **Substitutes** – Substitutes are similar to Handicap and Over/Under wagering. Win/Loss for the Handicap part is determined by comparing the substitutes used by each team, applying the given Handicap (Spread). Win/Loss for the Over/Under part is determined by substitutes used by both teams. If a match is abandoned, all bets will be void unless settlement is already determined.

- ◆ **Ball Possession**—Ball Possession is similar to Handicap wagering. Win/loss is determined by the ball possession of both teams, then by comparing the ball possession with the Handicap (Spread) given before the game started. If a match is abandoned, all bets will be void.

- For settlement purposes, possession percentages are rounded to the closest number as follows:

50.4% > 50%

50.6% > 51%

- ◆ **Passes**—A ball played intentionally from one player to another. Attempted passes will also count as valid for settlement purposes.
- ◆ **Shots on Target**—Shots on Target is similar to Handicap and Over/Under wagering. Win/Loss for the Handicap part is determined by comparing the shots on target of each team, applying the given Handicap (Spread). Win/Loss for the Over/Under part is determined by shots on target of both teams. If a match is abandoned, all bets will be void, unless settlement is already unconditionally determined.
- ◆ **Score/Miss a Penalty**—Predict if a certain team will score or miss a penalty during the game. Penalties that were cancelled by the referee will be ignored. When no penalty is taken, bets will be settled as losers.
- ◆ **Team GK Penalty Save**—Predict if the Goalkeeper will make a save. If the goalkeeper is not required to attempt a save, all bets will be void.
- ◆ **Team X Penalty Props**—Predict specific method of penalty to be scored/missed. If the penalty is scored/missed in another way than the listed selections, bets will be settled as losers.

## **Player Props** Milestone Markets

Milestone Markets offer prop bets that are settled based on the Selection (for example only, a team or individual player) achieving the applicable statistic specified for the bet during the Event. For example only, Player A to score 30+ Points during Basketball Game B. If the Selection achieves the statistic specified for the bet during the Event, the bet is settled as won, and if the Selection does not achieve the statistic specified for the bet during the Event, the bet is settled as lost.

- ◆ **General Rules**—Player Props includes Goalscorer markets. Selected players must start the match for bets to stand, unless otherwise stated.
- ◆ **First/Last/Anytime/Next Goalscorer**—Bets on players not taking part in the match will be void. Bets on players coming on as substitutes will stand, unless the market has already been determined. Own goals are ignored for settlement purposes. If an own goal is scored, the next non-own goal scored (if there is such) will be considered the first or next for settlement purposes. If an own goal is the last goal scored, the last non-own goal scored (if there is such) will be considered the last for settlement purposes.
- ◆ **Player of the Match**—Predict who will be announced as the Player of the Match. The winner will be determined based on the official result announced by the official competition organizer (e.g. UEFA for Champions League, FIFA for World Cup matches etc.). If there is no official result announced by the official competition organizer, then

the market will be settled on the result announced by the main UK television broadcaster. If a match is televised live on more than one channel, then the main UK television broadcaster will be determined based on the following order:

- BBC
- ITV
- Channel 4
- Channel 5
- Sky Sports
- BT Sports
- Any other
- If there is no official result or no live UK broadcaster names a Player of the Match, then all bets will be void.
- Players who enter the field as substitutes (including in extra time) are eligible and will be counted for settlement purposes. Bets on any players who take no part in the match will be void. If more than one player is announced as the Player of the Match, then Dead Heat rules will apply.
- Prices will be available upon request for players not quoted. If an unquoted player is announced as the winner, then all bets will stand, and the player will count as the winner

◆ **Shots on target (Selected Player or Combination of Players)** – Any intentional goal attempt which could result in:

- The ball goes into the net;
- The ball would have gone into the net but was stopped by a goalkeeper's save;
- The ball would have gone into the net but was stopped by a defender who is the last player.
- Shots hitting the frame of the goal are not counted as shots on target unless the above criteria are met.
- Shots blocked by another player, who is not the last player, are not counted as shots on target.

◆ **Shots (Selected Player or Combination of Players)** – A shot is defined as any intentional goal attempt which could result in:

- The ball goes into the net
- The ball would have gone into the net but was saved by the goalkeeper or stopped by an opposing player who is the last player.
- The ball is heading towards goal and is blocked by a defender, where they were the last player meaning that there are not other defenders or a goalkeeper behind the blocker.
- The ball would have gone over or wide of the goal but was stopped by a goalkeeper's save or by an outfield player.
- The ball hits the frame of the goal.

◆ **Hit the Woodwork player props** – Bets on whether a particular player(s) will manage to hit the crossbar, goal post or any other part of the frame delineating the goal area. This will be settled as accomplished only if the shot DOES NOT result directly in a goal, awarded exactly after the ball hits a part of the goal frame. Only direct shots from a player, which hit the woodwork without any other interference from players or the goalkeeper will count for settlement purposes.

- **Assists (Selected Player)**—The final touch (pass, pass-cum-shot or any other touch) leading to the recipient of the ball scoring a goal without a decisive touch from an opposition player. Own goals or penalties do not get an assist awarded.
- **Passes (Selected Player)**—An intentional played ball from one player to another. Crosses, throw-ins, and keeper throws do not count as a pass. Goal kicks, free kicks, corners, kick-offs, and penalties can be played as a pass.
- **Tackles (Team/Selected Player)**—A tackle is defined as where a player connects with the ball in a ground challenge where they successfully take the ball away from the player in possession. The tackled player must clearly be in possession of the ball before the tackle is made.

## **Futures** ~~Other Props~~ Markets

Futures Market refers to any one of the following:

- (i) A market that is settled based on multiple Games (for example only, the champion of a basketball league, most home runs in baseball season, name the finalists of the championship game, the conference to win the championship of a league) or multiple rounds of a Competition (for example only, top goal scorer for a multi-round soccer tournament, winner of a college basketball championship multi-round tournament);
- (ii) A market that is settled based on the finishing positions of a field of more than two participants or teams, in each case, competing against each other as opponents in a single Game (including, but not limited to a single race). Examples include, but are not limited to:
  - the winner of a women's 400 meter hurdles race with 10 runners;
  - Archer A to place in top three of an archery contest with 10 archers;
  - Swimmer A to place in the top two of a four by 100 meter freestyle swimming relay with five teams;
  - the winner of a discus contest with nine throwers;
  - Driver A to place in the top three of a grand prix motor race with 20 drivers; and
  - the winner of a gymnastics meet with four teams.

For clarity, individual team members that do not compete against each other will be considered one opponent in the field of a Game (for example only, a doubles tennis match is a Game with a field of two opponents even though there are four tennis players in the match).
- (iii) A market that is settled on the outcome of a draft (for example only, the first pick in a football draft, an over/under bet on Player A to be drafted in the top 10 of a basketball draft) or an award (for example only, most valuable player or best picture); or
- (iv) A market marked as "Futures" on the DraftKings Platform, displayed on the DraftKings Platform under a "Futures" tab, or listed in these Rules under a "Futures" heading or sub-heading.

If a *Futures Market* is left open for betting by DraftKings and the Selections for such *Futures Market* has been reduced to only two remaining Selections, the market will still be classified as a *Futures Market* even if DraftKings offers other non-*Futures Market* betting on such Game (for example only, a *Moneyline Market* or *Point Spread Market* on the single game). A *Moneyline Market*, *Mythical Market*, and *Virtual Market* are not a *Futures Market*.

#### **Grouped Markets**

*Grouped Markets* (for example only, Top American Golfer in The Masters) combine multiple individual participants in an Event into a “group” that will be specified for the bet. Bets are placed on a Selection within the group, and settlement is determined based only on the statistics of the individual participants in the group, not on any statistics of individuals outside of the group. For example only, in a *Grouped Market* with Golfer A, Golfer B, and Golfer C, a bet on which golfer in the group will have the most birdies in a round will be settled only on which of Golfer A, Golfer B, or Golfer C has the most birdies out of the group of Golfer A, Golfer B, and Golfer C in the round. If two or more Selections within a group tie or draw for the applicable statistic, Dead Heat Reduction rules apply. Bets on a *Grouped Market* will be voided if one or more of the Selections listed at the time the bet was accepted by DraftKings does not Participate in the applicable Event. If a participant who is not a Selection, at the time the bet was accepted by DraftKings, finishes with the highest or best official result, all bets for such market will be settled as lost.

#### **Cross-Sport(s) Markets, and Last Longer Markets**

*Cross-Sport(s) Markets* are offered on Selections from different sports by comparing statistics of each Selection from their different sports (for example only, Soccer Player A to score more goals in their soccer Game than Hockey Player B scores in their hockey game). *Last Longer Markets* settle based on which Selection will progress further in the Event. If there is a draw or tie between winning Selections, bets will be settled as Push. If all Selections listed for a bet, at the time the bet was accepted by DraftKings, do not Participate in the Event, the bet will be voided. If an applicable Event does not reach its intended, natural, or normal end, bets on these markets for such Event will be voided.

#### **Fantasy Points Markets**

*Fantasy Points Markets* will be settled using DraftKings’ official “Classic” fantasy contest scoring rules as stipulated in the DraftKings Daily Fantasy Rules and Scoring in effect at the time the bet is accepted by DraftKings. For a breakdown of DraftKings’ official “Classic” fantasy contest scoring rules, visit DraftKings’ Daily Fantasy Rules and Scoring (available by clicking [HERE](#)).

#### **Correct Score Markets**

Selections for the bet are possible scores for an Event (for example only, Correct Score of Game, Correct Score of 2nd Half of Game). A bet will not be voided solely because the correct score is not listed as a Selection at the time the bet was accepted by DraftKings.

#### **Odd/Even Markets**

Settlement is based on whether the number of the outcome or statistic bet on in the Event is an even or odd number. For settlement purposes, 0 is an even number.

#### **Half Time/Regulation Time Markets and Half Time/Full Time Markets**

The bet is a 2-part bet on (i) which team will be leading at half time of the Game or if the teams will be tied at half time of the Game and (ii) which team will be leading at the end of regulation Game time or full time of the Game or if the teams will be tied at the end of regulation Game time or full time of the Game. For example only, if at half time in a basketball Game, the score is 45-45 and the Game Concludes at the end of regulation Game time with the away team winning by a score of 101-103, bets on the Selection “Tie/Away Team” will be settled as won, and bets on all other Selections will be settled as lost.

#### **Specified Timeframe Markets and Result Markets**

Bets on *Specified Timeframe Markets* (for example only, quarter, period, half time, rest of game) are settled based only on the statistics accumulated during the timeframe specified for the bet. Settlement does not take into account any statistics from before or after the specified time period.

#### **Race to ‘X’ Markets**

Bets are on the 1st player or team to reach the statistical outcome specified for the bet (for example only, Race to X Points, Race to X Goals). If the bet specifies a time frame (or any other period restriction), the bet will not include any other statistics from before or after the applicable time frame for settlement purposes. If “No team” or “No player” is offered as a Selection for a bet at the time the bet was accepted by DraftKings, bets on the Selection “No team” or “No player” will be settled as won if none of the players or teams listed as Selections reach the relevant statistic. If “No team” or “No player” is not offered as a Selection for a bet at the time the bet was accepted by DraftKings, and none of the Selections reach the relevant statistic, the bet will be settled as Push.

#### **1st Outcome Markets and Next Outcome Markets**

1st outcome or next outcome refers to which player or team during the Event will achieve the 1st statistic specified for the bet (for example only, Winner of Point 1) or achieve the next statistic specified for the bet (for example only, Scorer of Goal 3). Settlement will not include any statistics occurring prior to or after the Event specified for the bet. If the applicable statistical outcome is not achieved during the Event specified for the bet, the bet will be settled as Push. For *Team to Score 1st and Win Markets*, if no goals or points are scored in the Game, such bets will be voided.

#### **To Win from Behind Markets**

“Win From Behind” means that a player or team wins the Game after being down at least one goal, run, or point, as applicable for the relevant sport, at any time during the applicable Game.

#### **To Go the Distance Markets**

"To Go the Distance" means the full number of rounds for the fight that are officially announced or scheduled for the fight at the time the bet was accepted by DraftKings are completed regardless of which fighter wins the fight. If the official number of rounds for the fight was not announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds for the fight first announced or scheduled by the fight's official governing body shall be deemed the fight's official number of rounds at the time the bet was accepted by DraftKings placed for purposes of this paragraph.

#### **Wire to Wire Winner Markets**

"Wire to Wire" means: (i) for a Game, a player or team is leading at the end of each scheduled period of play in a Game (for example only, a period in hockey, a quarter in football, a full inning in baseball, halftime of the Game) and at the end of regulation Game time, and (ii) for Competitions, a player or team leads or is tied at the end of each scheduled period of play in each Game that is part of the Competition and is declared the winner of the Competition.

#### **Awards Markets**

For Awards Markets (for example only, Most Valuable Player, Player of the Match, Top Scorer, Rookie of the Year, Wooden Spoon), settlement is based on the earlier of: (i) the award winner announced at the applicable official award ceremony presentation; or (ii) the award winner announced by the award's official governing body. If there is no official award ceremony presentation, the award winner will be the winner specified by the award's official governing body. Bets will not be re-settled due to any subsequent disqualifications, protests, or amendments. If two or more recipients win the applicable award, Dead Heat Reduction rules will apply. If the winner of the applicable award is not listed as a Selection for the bet at the time the bet was accepted by DraftKings, such bet will be settled as lost. If the award bet on is not awarded, bets on such award will be voided.

#### **Parlay Markets**

A "Parlay" is a bet with two or more legs and requires every leg to be settled as won in order for the Parlay to be settled as won. A Parlay shall not be voided solely due to a leg of that Parlay being voided or settled as Push. If any leg(s) in a Parlay are voided or settled as Push, the Parlay will be reduced by the number of leg(s) that are voided or settled as Push, and the odds for the parlay will be recalculated based on the remaining legs. For example only, if you bet a 4-leg parlay, and two legs of the Parlay are voided or settled as Push, the Parlay will become a 2-leg Parlay. If any leg(s) of a Parlay are voided or settled as Push, the entire stake amount will not be returned, and instead, the entire stake amount will remain on the Parlay with the remaining number of legs. If all legs of a Parlay are either voided or settled as Push, the entire Parlay shall be voided.

#### **Round Robin Markets**

A "Round Robin" is a bet on a group of Parlays, where the group of Parlays is automatically created to cover every possible combination of Parlays, based on the bets and the number of Parlay legs the customer chooses for the Round Robin. For example only, in a Round Robin where



the customer chooses three different teams to win their Game (Team A to win its Game, Team B to win its Game, and Team C to win its Game) and selects a 2-leg Round Robin, the Round Robin would consist of three Parlays, (1) a Parlay of Team A to win its Game and Team B to win its Game; (2) a Parlay of Team A to win its Game and Team C to win its Game; and (3) a Parlay of Team B to win its Game and Team C to win its Game. Each Parlay that is part of the Round Robin does not have to be settled as won for the Round Robin to be settled as won. The Round Robin is settled based on the number of Parlays within the Round Robin that win, even if all of the Parlays within the Round Robin do not win.

#### Same Game Parlay Markets

A “Same Game Parlay” is a Parlay with each leg being from the same Event. A Same Game Parlay will only be settled as won if all the legs in the Same Game Parlay are settled as won, with the exception of any legs that are voided or settled as Push. A Same Game Parlay shall remain valid notwithstanding a leg of that Same Game Parlay being voided or settled as Push. If a Same Game Parlay contains leg(s) that are voided or settled as Push, the Same Game Parlay will be reduced by the number of leg(s) that were voided or settled as Push, and the Same Game Parlay will be repriced based on the remaining legs at the odds that were available on the DraftKings Platform at the time the Same Game Parlay was placed. If leg(s) of a Same Game Parlay are voided or settled as Push, the entire stake amount will not be returned and instead will remain on the Parlay with the remaining number of legs. If all legs of a Same Game Parlay are either voided or settled as Push, the entire Same Game Parlay shall be voided.

Commented [JL20]: (m) Parlay-Wager-related rules;

Commented [JL21]: (o) The Operator's policy for when an event or any component of an event on which Sports Wagers are accepted is canceled or suspended, including the handling of Sports Wagers with multiple selections, such as parlays, where one or more of these selections is canceled; and

#### Progressive Parlay

A “Progressive Parlay” is a type of Parlay bet where a customer chooses three or more legs and can still receive a pay out on the Progressive Parlay even if leg(s) of the Progressive Parlay are settled as lost. The number of legs within a Progressive Parlay that can be settled as lost and still have the Progressive Parlay pay out is dependent on the total number of legs in the Progressive Parlay. Similarly, the potential returns for a Progressive Parlay are dependent on the number of legs in the Progressive Parlay. The full breakdown of the Progressive Parlay pay table, including, but not limited to, the number of losing legs the Progressive Parlay may have, is available in the bet slip. If any leg(s) in a Progressive Parlay are voided or settled as Push, the Progressive Parlay will be reduced by the number of leg(s) that are voided or settled as Push, and the odds for the Progressive Parlay will be updated based on the remaining legs. For example only, if a Progressive Parlay was placed with five legs, and two of the legs were voided or settled as Push, then the Progressive Parlay would become a 3-leg Progressive Parlay. If leg(s) of a Progressive Parlay are voided or settled as Push, the entire stake amount will not be returned, and instead, will remain on the Parlay with the remaining number of legs. If the number of legs voided or settled as Push results in there being two or fewer legs in a Progressive Parlay, then the whole Progressive Parlay will be voided, irrespective of the settlement of the other legs in the Progressive Parlay.

#### Teaser

A “Teaser” is a basketball or football Parlay bet where the customer can adjust the point spread and totals line in their favor by choosing a fixed number of points such that the customer gets more points for the point spread when betting on the underdog, fewer points on the point spread

when betting on the favorite, a higher totals line when betting on the under, and a lower totals line when betting on the over. A **“Regular Teaser”** for basketball is two to six teams selected, adjusting the point spread or totals line by four, 4.5, or five points, and for football is two to six teams selected, adjusting the point spread or totals line by six, 6.5, or seven points. A **“Super Teaser”** for basketball is three teams selected with the point spread or totals line adjusted by eight points, and for football is three teams selected with the point spread or totals line adjusted by 10 points. A **“Monster Teaser”** for basketball is four teams selected with the point spread or totals line adjusted by 10 points, and for football is four teams selected with the point spread or totals line adjusted by 13 points. All legs in the Teaser must be successful for the Teaser to be settled as won. For a Regular Teaser with two or more teams that does not have a losing leg, if a leg in the Regular Teaser is voided or settled as Push, the Regular Teaser will drop to the next level down. For example only, for a 3-team Regular Teaser where one leg is settled as Push and no legs are settled as lost, the Regular Teaser will drop down to be a 2-team Regular Teaser and will be at the odds for a 2 team Regular Teaser. A leg settled as voided or Push in a 2 team Regular Teaser (including those that have dropped down to a 2 team Regular Teaser), without a leg being settled as lost, will result in the Regular Teaser being “no action”, and the bet stake will be refunded. If a leg in a Super or Monster Teaser is settled as voided (for clarity, a leg settled as Push is not considered a voided leg in a Super or Monster Teaser), the Super or Monster Teaser will be settled as “no action”, and the bet stake will be refunded, irrespective of the settlement of the other legs in the Super or Monster Teaser. If a leg in a Super or Monster Teaser is settled as Push, without a leg in a Super or Monster Teaser being settled as voided, the Super or Monster Teaser will be settled as lost.

Teasers are only allowed on Pre-Match basketball and football Games. The different types of Teasers for each of the two sports are as follows:

- Basketball Regular Teasers: the number of teams and the number of points selected determines the odds for the bet, in accordance with the below table:

	<u>4 Point Adjustment</u>	<u>4.5 Point Adjustment</u>	<u>5 Point Adjustment</u>
<u>2 Teams</u>	<u>-110 (1.91 decimal odds)</u>	<u>-120 (1.83 decimal odds)</u>	<u>-130 (1.70 decimal odds)</u>
<u>3 Teams</u>	<u>+170 (2.70 decimal odds)</u>	<u>+150 (2.50 decimal odds)</u>	<u>+130 (2.30 decimal odds)</u>
<u>4 Teams</u>	<u>+290 (3.90 decimal odds)</u>	<u>+240 (3.40 decimal odds)</u>	<u>+190 (2.90 decimal odds)</u>
<u>5 Teams</u>	<u>+450 (5.50 decimal odds)</u>	<u>+400 (5.00 decimal odds)</u>	<u>+350 (4.50 decimal odds)</u>
<u>6 Teams</u>	<u>+650 (7.50 decimal odds)</u>	<u>+550 (6.50 decimal odds)</u>	<u>+450 (5.50 decimal odds)</u>

- Basketball Super Teasers: the odds of a Basketball Super Teaser are -120 (1.83 in decimal odds).
- Basketball Monster Teasers: the odds of a Basketball Monster Teaser are -120 (1.83 in decimal odds).
- Football Regular Teasers: the number of teams and the number of points selected determines the odds for the bet, in accordance with the below table:

	<u>6 Point Adjustment</u>	<u>6.5 Point Adjustment</u>	<u>7 Point Adjustment</u>
<u>2 Teams</u>	<u>-135 (1.74 decimal odds)</u>	<u>-143 (1.70 decimal odds)</u>	<u>-150 (1.67 decimal odds)</u>
<u>3 Teams</u>	<u>+140 (2.40 decimal odds)</u>	<u>+130 (2.30 decimal odds)</u>	<u>+120 (2.20 decimal odds)</u>

<a href="#"><u>4 Teams</u></a>	<a href="#"><u>+240 (3.40 decimal odds)</u></a>	<a href="#"><u>+200 (3.00 decimal odds)</u></a>	<a href="#"><u>+180 (2.80 decimal odds)</u></a>
<a href="#"><u>5 Teams</u></a>	<a href="#"><u>+333 (4.33 decimal odds)</u></a>	<a href="#"><u>+290 (3.90 decimal odds)</u></a>	<a href="#"><u>+250 (3.50 decimal odds)</u></a>
<a href="#"><u>6 Teams</u></a>	<a href="#"><u>+500 (6.00 decimal odds)</u></a>	<a href="#"><u>+400 (5.00 decimal odds)</u></a>	<a href="#"><u>+350 (4.50 decimal odds)</u></a>

- [Football Super Teasers: the odds of a Football Super Teaser are -120 \(1.83 in decimal odds\).](#)
- [Football Monster Teasers: the odds of a Football Super Teaser are -140 \(1.71 in decimal odds\).](#)

## IV. SPORT RULES

### Athletics / Track & Field

#### Participation

Participation shall mean taking the starting line or position, as applicable, in the relevant Event or any qualification or prior rounds of an Event. If a participant or team is disqualified or fouls after taking the starting line or position (for example only, for false starts or foot faults), such participant or team will be deemed to have Participated in the Event.

#### Schedule and Format Changes

If an Event does not start, or the Event's official governing body announces that an Event will not start, within seven calendar days of the Event's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

#### General Athletics / Track & Field Settlement Rules

- Except for To Win a Medal Markets where multiple medals are awarded for the same position, if two or more countries, teams, or athletes share the relevant finishing position, and "Draw" or "Tie" is not listed as a Selection at the time the bet was accepted by DraftKings, Dead Heat Reduction rules apply.

#### Market Specific Athletics / Track & Field Settlement Rules

- To Win a Medal Markets – If there is a tie between two or more countries, teams, or athletes, where such tied countries, teams, or athletes share the relevant finishing positions and are all awarded a medal, bets on such tied countries, teams, or athletes will be settled as won.

~~• If two or more players share the applicable finishing positions and no odds have been offered for a drawn outcome, the payout will be calculated via Dead Heat Reduction rules.~~

~~• **Outrights/Winner** – Predict the winner of the relevant competition. Bets are settled on the league position at the end of the season, unless a play-off is used to determine the outright winner. Any point(s) deduction(s) incurred or points deductions that have been reversed or reduced, in each case, prior to the season ending will apply to the settlement of bets, any deduction(s) incurred after the season has finished will not apply.~~

~~• **Promotion** – Bets are settled on the league position at the end of the season, after playoffs (if played), unless otherwise stated. Any point(s) deduction(s) incurred or points deductions that have been reversed or reduced, in each case, prior to the season~~

ending, will apply to the settlement of bets, any deduction(s) incurred after the season has finished will not apply.

- ◆ **Relegation** — Bets are settled on the league position at the end of the season, after playoffs (if played), unless otherwise stated. Any point(s) deduction(s) incurred or points deductions that have been reversed or reduced, in each case, prior to the season ending, will apply to the settlement of bets, any deduction(s) incurred after the season has finished will not apply. If a team is removed from the league before the season has started, then all bets on that market will be void, and a new relegation book will be opened.

## Australian Football (Aussie) Rules

### General Aussie Rules Settlement Rules

Statistics from any extra time periods are included for settlement purposes.

### Market Specific Aussie Rules Settlement Rules

- *Futures Markets* – Any points deductions by the Australian Football League (“AFL”) that are applied during the applicable season will be included for settlement purposes. Any points deductions by the AFL that are applied after the applicable season will not be included for settlement purposes.
- *Goalscorer Markets* – If the Selection bet on does not start the applicable Game (i.e., starting 22), bets on such Selection will be voided. For 1st Goalscorer Markets, bets on any Selection that first Participates in the Game as a substitute after the 1st goal of the Game is scored will be voided.
- *Wire to Wire Markets* – For a team to lead wire to wire, such team must lead the Game at the end of each quarter, or each half if only halves are played in the Game. If the score of the Game is tied at the end of any quarter or half, a team has not led the Game wire to wire. If the Selection bet on does not lead the Game at the end of each quarter, or each half if only halves are played in the Game, the bet for this market is settled as lost.

## **Badminton**

### **Participation**

If a player or team that was officially scheduled to Participate in the Event at the time the bet was accepted by DraftKings does not Participate in the Event, bets on such Event will be voided.



## **Baseball**

### **Participation**

Participation shall mean throwing at least one pitch (for pitchers) or recording at least one plate appearance (for position players) in a Game. What constitutes a plate appearance and the player the plate appearance belongs to, in each case, for settlement purposes shall be based on the determination by the Game's official governing body.

### **Schedule and Format Changes**

Except for *Futures Markets*, if a Game does not start, or the Game's official governing body announces that the Game will not start, on the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets on such Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if a playoff Game or postseason tournament Game starts, is then Interrupted, and does not, or the Game's official governing body announces that the Game will not, Conclude within 90 days of the date (local stadium time) the Game initially started, all bets on such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Moneyline Markets*, and Games where a mercy rule call was made, bets on any Game(s) scheduled for nine innings will be voided if the Game(s) does not go at least nine full innings, or 8.5 innings should the home team be leading at the commencement of the bottom of the 9th inning, in each case, unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Moneyline Markets*, and Games where a mercy rule call was made, bets on any Game(s) scheduled for seven innings will be voided if the Game(s) does not go at least seven full innings, or 6.5 innings should the home team be leading at the commencement of the bottom of the 7th inning, in each case, unless settlement is already Unconditionally Determined.

For a bet on a *Futures Market*, except bets on *Series Betting [Regular Season] Markets*, if the Event is not, or the Event's official governing body announces that the Event will not be, Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

### General Baseball Settlement Rules

- The statistics at the time of the relevant league's mercy rule call will be used for settlement purposes. If there is a mercy rule call in a Game, bets on *Moneyline Markets* and *Run Line Markets* for such Game will be settled based on the score of the Game at the time of the mercy rule call. If there is a mercy rule call in a Game, bets on *Total Runs Markets* will be voided unless settlement is already Unconditionally Determined. If there is a mercy rule call in a Game, any rules within these Baseball Sport Rules that require a minimum inning amount for the Game shall not apply to such Game.
- Except for bets on *Individual Inning (Full and Half) Markets*, all bets include statistics from extra innings for settlement purposes.

### Market Specific Baseball Settlement Rules

- *MLB Markets*
  - *Pitcher Must Start Markets* – A *Pitcher Must Start Market* will state in both the market title and in the bet slip that a particular pitcher(s) must Participate as the starting pitcher in the Game. If any pitcher(s) specified in the market title and in the bet slip do not Participate as the starting pitcher in the Game, bets on such Game will be voided.
  - Except for *Pitcher Must Start Markets* and *Pitch Markets*: (i) the names of the projected starting pitchers listed on the DraftKings Platform for a Game are provided for informational purposes only and (ii) bets on an Event will not be voided solely due to changes in the starting pitchers.
  - *Draft Props Markets* – The “Under” Selection will be settled as won if the player bet on is taken in the draft with a pick that is before the total for the bet, and the “Over” Selection will be settled as won if the player bet on is taken in the draft with a pick that is after the total for the bet. For example only, if Player A is taken with the 5th pick in the draft, and the Total was Pick 4.5, bets on the “Over” Selection would be settled as won, and bets on the “Under” Selection would be settled as lost. If a player is undrafted, the player will be deemed to have been taken with the pick after the last player chosen in the draft for settlement purposes.
- *Moneyline Markets*
  - A Game is “Official” as determined by the Game's applicable official governing body. For Major League Baseball (“MLB”) Games, a Game is Official once: (i) the visiting team has made at least 15 outs and the home team is leading, or (ii) the home team has made at least 15 outs regardless of the score of the Game.

- If a playoff or postseason tournament Game is not Official and Concluded within 90 days of the date (local stadium time) the Game initially started, bets on such full Game will be voided. If a playoff or postseason tournament Game starts, is then Interrupted, but is Official and Concluded within 90 calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be settled based on the winner declared by the Game's official governing body, the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared champion by the Game's official governing body (if the Game is a final or championship).
- Except for a playoff or postseason tournament Game, if a Game is not Official and Concluded within two calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be voided. Except for a playoff or postseason tournament Game, if a Game starts, is then Interrupted, but is Official and Concluded within two calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be settled based on the winner declared by the Game's official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition).
- Bets will not be voided solely because a Game wagered on that is scheduled for nine innings does not go at least nine full innings or a Game wagered on that is scheduled for seven innings does not go at least seven full innings.
- If a Game Concludes in a tie, bets on such Game will be settled as Push.
- Individual Inning (Full and Half) Markets
  - Except for markets pertaining to the individual 9th inning (full and half) or individual extra innings (full and half):
    - For all markets pertaining to an individual full inning, if fewer than six outs are recorded in the inning bet on, bets on such inning will be voided unless settlement is already Unconditionally Determined.
    - For all markets pertaining to an individual top half inning, if fewer than three outs are recorded in the top half of the inning, bets on such top half inning will be voided unless settlement is already Unconditionally Determined.
    - For all markets pertaining to an individual bottom half inning, if fewer than three outs are recorded in the bottom half of the inning, bets on such bottom half inning will be voided unless settlement is already Unconditionally Determined.

- For all markets pertaining to the individual 9th inning (full and half) or individual extra innings (full and half), if fewer than three outs are recorded in the top half of the specified inning, bets on such inning will be voided.
- Grouped Innings Markets (for example only, 1st 3 Innings Total Runs) – If fewer than six outs are recorded in any of the innings within the specified group of innings, bets on such group of innings will be voided unless settlement is already Unconditionally Determined.
- Team to Win Most Innings Markets – If fewer than six outs are recorded in an inning or the team batting in the bottom of the inning has scored fewer runs in the inning than the team batting in the top of the inning without recording at least three outs (for example only, the away team scores three runs in the top of the ninth inning and the home team scores one run in the bottom of the ninth inning with only one out to win the Game), such inning will not count as an inning won for either team for settlement purposes.
- 1st to Score/Race to X Runs Markets – The 1st team to reach the required number of runs is settled as the winner, regardless of the other team reaching the required number of runs in the bottom of the same inning.
- Number of Pitches Thrown (Half Inning) Markets – If a pitch is not thrown, including, but not limited to, pitch timer violations or intentional walks where no pitches are delivered, such occurrences do not count as a pitch thrown for settlement purposes.
- Batters to the Plate Markets (Half Inning) – Once the batter steps into the batter's box, the batter is considered to be at the plate for settlement purposes. For clarity, a batter can be considered to be at the plate for settlement purposes without being considered to have made a plate appearance for settlement purposes.
- Single Game Player Props Markets
  - Pre-Game Player Props Markets – If the Selection bet on does not start the Game and Participate in the Game, bets on such Selection will be voided. If the Selection bet on does not start the Game, but Participates in the Game as a substitute, bets on such Selection will be voided. A player starts the Game for settlement purposes if the player is listed on the starting lineup for the Game in the Game's official box score.
  - Live Player Props Markets – If the Selection does not Participate in the Game, bets on such Selection will be voided.
  - Total Bases Markets – Only singles (counts for one base), doubles (counts for two bases), triples (counts for three bases), and home runs (counts for four bases), in each case, as defined by the Event's official governing body, hit by a batter count towards that batter's

total bases for settlement purposes. A batter reaching base in any other fashion (for example only, a walk, fielder's choice, or an error) other than a single, double, triple, or home run does not count towards that batter's total bases for settlement purposes.

- Plate Appearance Markets

- The ruling made by the Game's official governing body on what constitutes a plate appearance and the player the plate appearance belongs to will be used for settlement purposes. If the plate appearance bet on does not constitute a plate appearance as determined by the Game's official governing body, bets on such plate appearance will be voided.

- If no pitches are thrown in the plate appearance bet on and such plate appearance ends in an intentional walk, bets on that plate appearance will be voided. If at least one pitch is thrown in the plate appearance bet on and such plate appearance ends in an intentional walk, that plate appearance will be considered to end in a walk for settlement purposes.

- Plate Appearance Result Exact Markets

- The Selection "Reach On Error" includes, but is not limited to, the batter reaching base through an error, reaching base on an error but then being out upon the batter trying to advance to the next base, reaching base on a failed fielder's choice, and reaching base on catcher interference.

- A dropped 3rd strike is considered a strikeout, and not an error, for settlement purposes, regardless of the batter reaching base safely.

- Plate Appearance Result Grouped Markets – If the outcome of the plate appearance bet on is an error, including, but not limited to, catcher interference; failed fielder's choice; reaching base on a dropped 3rd strike; bets on such plate appearance will be voided.

- Plate Appearance Result On Base Markets

- Bets on "Yes" as a Selection will be settled as won if: (a) the result of the specified player's plate appearance ends with that player reaching home plate or being on any base (including, but not limited to, reaching base in scenarios such as an error or fielder's choice) with the exception of reaching base via an intentional walk where no pitch was thrown during the plate appearance and (b) the half inning is not over. Bets on "Yes" as a Selection will also be settled as won if the result of the specified player's plate appearance ends with a walk or an intentional walk where at least one pitch was thrown during the plate appearance.

- Bets on “No” as a Selection will be settled as won if: (a) the result of the specified player’s plate appearance ends with that player not being on base (including, but not limited to, scenarios such as the player recording a hit but being thrown out trying to stretch a single into extra bases) nor reaching home plate or (b) the half inning is over.
- Plate Appearance Pitch Count Markets – If a pitch is not thrown, including, but not limited to, pitch timer violations or intentional walks where no pitches are delivered, such occurrences do not count towards the pitch count of the plate appearance for settlement purposes.
- Pitch Markets
  - If the pitch bet on: (i) is not thrown in the inning specified for the bet, (ii) is not thrown to the batter specified for the bet, or (iii) is not thrown by the pitcher specified for the bet, such bet will be voided.
  - If the pitch bet on is an intentional ball or intentional walk, as applicable, such bet will be voided. The ruling made by the Game’s official governing body on what constitutes an intentional ball and intentional walk will be used for settlement purposes.
  - A pitch timer violation does not count as a pitch for settlement purposes.
  - Pitch Result Markets – Hit by pitch and a pitch out are considered a ball for settlement purposes. Bets on the Selection “In Play” will be settled as lost if the result of the pitch bet on is a ball, hit by pitch, pitch out, strike, or foul. Bets on the Selection “In Play” will be settled as won if the result of the pitch bet on is anything except a ball, hit by pitch, pitch out, strike, or foul. A dropped 3rd strike is considered a strike for settlement purposes, regardless of the batter reaching base safely.
  - Pitch Speed Markets – Bets will be voided if no official pitch speed is recorded.
- Daily Specials Markets
  - “- Game 1” or “- Game 2” will be used to denote Games/teams with doubleheaders, with “- Game 1” being the 1st Game of a double header.
  - If more Games than the quantity specified in the market title are played on the date specified in the bet, bets will be voided.
  - If any scheduled Game that is part of the bet (quantity specified in the market title) does not both: (a) Conclude by 3:00 a.m. (local stadium time) on the day after the date specified in the bet and (b) go at least nine full innings, or 8.5 innings should the home team be

leading at the commencement of the bottom of the 9th inning, bets will be voided unless settlement is already Unconditionally Determined. For example only:

- If 15 Games are scheduled for the day specified in the bet;
- The first 14 Games of the day all go nine innings and are Concluded on the date specified in the bet;
- Fewer than five runs are scored in each of the first 14 Games;
- If in the 15th Game, Team A scores 10 runs and Team B scores five runs, but the Game Concludes after six innings, bets on Game Team A at Team B to be the highest scoring Game will be settled as won, as settlement is Unconditionally Determined, and bets on all other Selections will be settled as lost.

• Futures Markets

- Winner of Markets (for example only, Winner of World Series, Winner of Pennant, Winner of Division, Tournament Winner, Tournament Group Winner) – Bets will not be voided solely due to changes in season length, team relocations, team realignment, or changes to the format of the season or playoffs. If two or more teams are tied, the team declared to be the winner of the Event by the Event's official governing body, including, but not limited to, through any tie breaker procedures of the Event's official governing body, will be considered the winner for settlement purposes. If two or more teams are tied and the relevant league or official governing body does not have tie breaker procedures, Dead Heat Reduction rules will apply.
- Regular Season Wins Markets – If less than 98% of the Selection's scheduled regular season Games are Concluded, based on the official regular season schedule at the time the bet was accepted by DraftKings, bets on such Selection will be voided, unless settlement is already Unconditionally Determined. If there was no official regular season schedule at the time the bet was accepted by DraftKings, the 1st official regular season schedule announced by the league's official governing body will be deemed to be the official regular season schedule at the time the bet was accepted by DraftKings for purposes of this rule.
- Regular Season Win % Markets – If no regular season Games for the Selection are Concluded, bets on such Selection will be voided.
- Player with Most Markets – If no regular season Games are Concluded, bets will be voided. If two or more players tie for the most of the stated statistic, Dead Heat Reduction rules apply.
- Regular Season Player Props Markets – If the Selection bet on does not Participate in at least one regular season Game, bets on such Selection will be voided. Additionally, if less



than 98% of the regular season Games of the opening day team of the Selection bet on are Concluded, bets on such Selection will be voided unless settlement is already Unconditionally Determined. The 98% of regular season Games is based on the number of regular season Games that were officially scheduled at the time the bet was accepted by DraftKings. If the number of regular season Games was not officially announced by the official governing body at the time the bet was accepted by DraftKings, the number of regular season games first announced or scheduled by the official governing body shall be deemed the number of regular season games at the time the bet was accepted by DraftKings for purposes of this rule.

- *To Make the Playoffs and To Make the Tournament Markets* – If the applicable playoffs or tournament is Canceled, bets will be voided, unless settlement is already Unconditionally Determined. If the number of teams that make the applicable playoffs or tournament changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that playoffs or tournament will be voided. If the official number of teams to make the playoffs or tournament was not announced or scheduled at the time the bet was accepted by DraftKings, the number of teams to make the playoffs or tournament first announced or scheduled by the Event’s official governing body shall be deemed the Event’s official number of teams to make the playoffs or tournament at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the number of teams to make the playoffs or tournament is made by the Event’s official governing body, the number of teams that customarily made the playoffs or tournament in the previous three iterations of the playoffs or tournament will be deemed the officially announced or scheduled number of teams that will make the playoffs or tournament at the time the bet was accepted by DraftKings for purposes of this rule.
- *To Make X Round of Playoffs and To Make X Round of Tournament Markets* – If the format of the playoffs or tournament changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on such playoffs or tournament will be voided. If the format of the playoffs or tournament was not announced or scheduled by the Event’s official governing body, the format customarily used in previous three iterations of the playoffs or tournament will be deemed the officially announced or scheduled format at the time the bet was accepted by DraftKings for purposes of this rule.
- *Series Betting [Regular Season] Markets* – A series is three or more consecutive Games played between the same two teams with the same home and away designations. If any scheduled Game(s) in the series specified for the bet are not Official and Concluded within five calendar days (local stadium time) of the start of the first Game of the series, bets on such series will be voided unless settlement is already Unconditionally Determined. Bets

will not be voided solely due to changes of starting pitcher(s). Unless "Tie" or "Draw" is offered as a Selection, if a series ends in a tie, bets on such series will be settled as Push.

## **Basketball**

◆ ~~Season Over/Under Points~~—Teams must play the pre-determined number of matches for bets to stand, unless the change in the number of matches could not impact the bets settlement. Only points won on the pitch count. Points deductions will not apply to the settlement of bets.

◆ ~~Season/Tournament Team Head to Head~~—If one or more of the teams in the specific market fail to start the season/tournament, all bets will be void. Any point(s) deduction(s) incurred or points deductions that have been reversed or reduced, in each case, prior to the season ending, will apply to the settlement of bets, any deduction(s) incurred after the season has finished will not apply.

### **Participation**

Participation in a Game shall mean the player entering the Game according to the Game's official box score.

◆ ~~Team Goalscorer~~—Predict which player of a certain team will score the most goals in a League/Tournament. Goals scored both in regular and extra time count. Penalty shootout goals do not count. In case two or more players score the same amount of goals, Dead Heat rules apply. If there aren't any goals scored by the named team, all bets will be void.

### **Schedule and Format Changes**

Except for Futures Markets, if a Game starts, is then Interrupted with five or more minutes of regulation Game time remaining, and is not, or the Game's official governing body announces that the Game will not be, Concluded within two calendar days (or, in the case of a playoff or postseason Game, four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided unless settlement is already Unconditionally Determined.

◆ ~~Top Goalscorer~~—Players who are nominated to play for their teams are considered valid bets regardless of whether they are sidelined or injured during the tournament. In case a player is transferred to a different club within the same league, goals scored prior to the move will be counted. If a player is transferred to a club in another league, goals scored prior to the transfer cannot be brought over to their new league. All bets will stand in case of any of the above-mentioned scenarios, unless otherwise stated:

Except for Futures Markets, if a Game starts, is then Interrupted with five or more minutes of regulation Game time remaining, but the Game is Concluded within two calendar days (or, in the case of a playoff or postseason Game, within four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, (i) such bets on that Game, except bets on Moneyline Markets on that Game, will be voided unless settlement is already Unconditionally Determined, and (ii) such bets on Moneyline Markets for that full Game will be settled based on the winner declared by the Game's official governing body, the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared the champion by the Game's official governing body (if the Game is a final or championship). If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Game announced by the Game's official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if a Game starts; is then Interrupted with less than five minutes remaining in regulation Game time, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and such Game is not, or the Game's official governing body announces that the Game will not be, Concluded within two calendar days (or, in the case of a playoff or postseason Game, within four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, the Game will be considered Concluded for settlement purposes, and bets on such Game will be settled using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted.

Except for *Futures Markets*, if a playoff or postseason tournament Game does not start, or the Game's official governing body announces that the Game will not start, within four calendar days after the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided. If there was no officially scheduled start date for the playoff or postseason tournament Game at the time the bet was accepted by DraftKings, the first official start date for the playoff or postseason tournament Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

For bets on *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bets on *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

#### **General Basketball Settlement Rules**

- Except for *3-Way Moneyline Markets*, *4th Quarter Player Points Markets*, *4th Quarter/Moneyline Markets*, and Games that are not tied but overtime is still played for aggregate scoring purposes, all bets include overtime statistics for settlement purposes. If a Game is not tied, but overtime is still played for aggregate scoring purposes, bets on such Game will exclude overtime statistics for settlement purposes.
- Own goals will~~A successful free throw does not count as a field goal.~~
- Only goals scored in the league/tournament specified for the market count. For example, for Premier League Top Goalscorer, goals scored in cup competitions would not count.
- Goals scored in playoff matches are not counted.
- If two or more players score the same amount of goals, Dead Heat rules apply.

- ◆ **To Qualify/Win the Cup**—Winner is the team advancing to the next round or winning the cup. Should a team be disqualified from the tournament prior to the match, and a bye is awarded, then all qualification/win the cup bets will be void.
- ◆ **Group Winner/Qualify/ Forecast/Points**
  - Bets settled on final group standings.
    - ◆ **Group Winner**—Predict the team which will win the group.
    - ◆ **Group Qualify**—Predict if a team will qualify for the next round of the tournament without playoffs.
    - ◆ **Group Forecast**—Predict the exact place the named team or teams will finish in.
    - ◆ **Group Points**—Predict how many points a team will accumulate.
- ◆ **Tournament Total Markets**—A prediction on the number of times a specified occurrence happens during a tournament.
  - Extra time will count towards settlement in tournament goals, cards, offsidess, penalties and own goals, but penalty shoot-outs will not. Offsidess subsequently overturned by VAR will not count.
  - Regular time only will apply to the tournament draws, 0-0s and matches over 2.5 goals markets.
  - Players must start a minimum of two (2) games for bets to stand, unless the result is already determined.
- ◆ **Any Player to Score in Every Match**—Predict if any player will score in every stage of the tournament, including all group matches. In tournaments where there is a 3<sup>rd</sup> place playoff, goals scored in the match are applicable. Goals scored in regular time and extra time count. Penalty shoot-outs do not count.
- ◆ **Transfer Specials**
  - **Player to sign for before**—Club of player to sign includes loan deals for settlement purposes. If the player is recalled to their parent club or sold to another one later, it does not matter. It only matters where the player is playing on the date mentioned.
  - **Next Permanent Manager**—Bets are settled on the next permanent manager as announced by the club. Caretaker bosses and interim managers do not count for this market unless they lead the team in at least 10 competitive matches. If they do, they will be settled as winners for betting purposes.
- ◆ **Mythical Matches**—Mythical Matches are head-to-head matches between two teams which do not play against each other in an actual match, but against opponents in two different matches, with the outcome of both being combined to produce the result of a mythical bet. Mythical Matches will use the main Moneyline, Handicap & Over/Under lines from both separate events and perform combined main Moneyline, Handicap & Over/Under lines. Mythical match bets involve the virtual pairing of any two teams. Mythical match results are decided by the number of goals scored by the two paired teams in their respective matches. The winning team is the team with the highest number of goals scored. Venue (Home or Away) of the matches is not considered in these Mythical matches. If any of the paired team's matches are postponed, rescheduled, or abandoned all mythical match bets involving those teams will be void.

### **Pre-live Same Game Parlays**

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Soccer specific rules also apply to pre-live Same Game Parlays.

### **Live Same Game Parlays**

- ◆ In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Soccer specific rules also apply to live Same Game Parlays.

### **Market Specific Basketball Settlement Rules**

#### **• Player Props Markets**

- Combined Player Performance Markets – If “Under” is not a Selection, bets will be voided if: (i) the statistic applicable for the bet (for example only, x number of points) is not achieved and (ii) at least one of the players applicable to the bet did not Participate in the Event.
- Double-Double, Triple-Double, and Quadruple-Double Markets – Only double digits in points, rebounds, assists, steals, or blocks will count for settlement purposes.
- Quarter Player Points Markets – Bets on a player will be voided if such player does not Participate in the relevant quarter. 4th Quarter Player Points Markets do not include overtime statistics for settlement purposes.
- 1st Statistic Markets (for example only, 1st Point, 1st Field Goal, 1st Rebound, or 1st Assist) – Settlement is based on the 1st player to record the applicable statistic. If the 1st player to record the applicable statistic was not listed as a Selection at the time the bet was accepted by DraftKings, such bet will be settled as lost. If a player does not start the applicable Game, bets on such player will be voided. If the applicable statistical outcome is not achieved, bets will be voided.
- Player Next Attempt Markets – If the player bet on does not attempt the type of field goal specified for the bet in the remainder of the Game after the bet was accepted by DraftKings, such bet will be voided.

- Player 1st Field Goal Made Type Markets – If the player bet on does not make a field goal in the Game, such bet will be voided.
  - Player Next Field Goal Made Type Markets – If the player bet on does not make another field goal in the remainder of the Game after the bet was accepted by DraftKings, such bet will be voided.
  - Most Statistic Markets (for example only, *Most Points in 4th Quarter*, *Most Rebounds in a Game*, or *Most Assists in 1st Half*) – If a player that was not listed as a Selection at the time the bet was accepted by DraftKings records the highest statistic specified for the bet, bets on all Selections for that market will be settled as lost.
  - 1st Dunk Markets – Settled on the player who records the 1st dunk in the Game. If a non-listed Selection records the 1st dunk in the Game, bets on the “Other” Selection will be settled as won, and bets on all other Selections will be settled as lost. If no dunk is recorded in the Game, all bets for this market will be voided. A made field goal will be deemed a dunk for settlement purposes if classified as a dunk according to the Game’s official box score of the Game’s official governing body. Bets for a Selection will be voided if such Selection does not start the applicable Game.
- ◆ ~~Bets will stand if a team name is listed without specifying the term 'XI' in the name.~~
  - ◆ ~~All settlements are based on the statistics and results provided by the official website of the league’s governing body, or league’s official statistical provider, unless otherwise stated.~~
  - ◆ ~~In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.~~



## Basketball

### General Rules

- The game must start on the scheduled day (local stadium time) for bets to have action.
- In the event a game is halted and not resumed with more than 5 minutes of scheduled game time remaining, bets will void unless the specific market outcome is already determined (or unless otherwise stated). For competitions that are played without a game clock, or that do not rely exclusively on a game clock, then the game must be declared official by the league's governing body for bets to have action unless settlement has already been determined.
- In the event a game is halted before the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, bets will be void unless the specific market outcome is already determined (or unless otherwise stated, i.e., playoff game rule).
- In the event a game is halted after the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, the score when the game was halted will determine the betting results (unless otherwise stated, i.e., playoff game rule).
- Playoff Game Rule—In the case of a halted playoff game (or postseason tournament game), all wagers have action until completion of the game, as determined by the league's governing body.
- In the event a game is halted at any time, and replayed in full as opposed to resumed, all bets will be void.
- In the event a game venue is changed and the home team remains designated as the home team, bets will stand.
- In the event a game venue is changed and the home and away team's listings are reversed (i.e. the home team becomes the away team), bets placed on the original listing will be void.
- All bets include overtime unless otherwise stated. In the event a game does not finish in a tie, but overtime is played for qualification purposes, then bets will be settled excluding overtime.
- In 2-way markets, push rules apply unless otherwise stated.
- So long as there are no changes to a season or series format, in the event the settlement for a market is already determined and could not possibly be settled or determined otherwise with the occurrence of future events, it will be settled according to such determined outcome.

### Specific Market Rules

- ~~Quarter~~ and Half Markets – The entire relevant period of play must be completed for bets to have action unless the result is already determined. 4Q and 2H markets If the entire quarter or half, as applicable, does not reach its intended, natural, or normal end, bets will be voided

unless settlement is already Unconditionally Determined. Bets on 4th Quarter Markets and 2nd Half Markets include overtime statistics for settlement purposes.

- ~~◆-Double Result (Halftime/Full Time) – Settled~~ Markets – Settlement is based on the result at half time statistics at halftime and full time, including of the Game, as applicable. Full time includes overtime if played. If the game statistics for settlement purposes. If the Game ends in a draw tie and no overtime is played, bets will be void voided unless settlement is already Unconditionally Determined.
- ~~◆-Highest Scoring Half – 2H includes overtime if played. The entire game must be played for bets to have action unless the result is already determined. Push rules apply.~~ Markets – The 2nd half includes statistics from overtime for settlement purposes. If the entire Game does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined. If "Tie" is not offered as a Selection, and the same number of points are scored in both halves of the Game, bets will be settled as Push. If "Tie" is offered as a Selection, and the same number of points are scored in both halves of the Game, bets on the "Tie" Selection will be settled as won, and bets on all other Selections will be settled as lost.
- ~~◆-Highest Scoring Quarter – 4Q~~ Markets – The 4th quarter includes overtime if played. The entire game must be played for bets to have action unless the result is already determined. Dead Heat rules apply. statistics for settlement purposes. If the entire Game does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined. If "Tie" is not offered as a Selection, and the same number of points are scored in multiple quarters of the Game, Dead Heat Reduction rules apply. If "Tie" is offered as a Selection, and the same number of points are scored in multiple quarters of the Game, bets on the "Tie" Selection will be settled as won, and all other Selections will be settled as lost.
- ~~◆-Wire to Wire Winner~~ Markets – A given For a team needs to lead wire to wire, such team must lead the game Game at the end of every quarter for "Yes" to settle as a winner. If a given team does not do so, the winning bet is "No" each quarter, or half if only halves are played in the Game. If the Selection bet on does not lead the Game at the end of each quarter, or half if only halves are played in the Game, the bet is settled as lost. If the score of the Game is tied at the end of any quarter or half, a team has not led the Game wire to wire.
- ~~◆-Possession Result Exact – On~~ Markets – Settlement is based on the result of the next possession specified for the bet. For possessions where multiple outcomes occur (e.g.: a basket is made and an additional, bets will only be settled in accordance with the 1st outcome. For example only, if a field goal is made and a free throw is awarded on the same play), the market bet will be settled in accordance with the first outcome (value of basket scored). This market is graded based on the result of the next possession occurring after the

~~time specified in the market. If time expires in the period~~ based on the field goal scored, not the free throw(s). If the period of play (for example only, quarter or half) ends before there is a valid shot attempt, turnover, or free throws are awarded, ~~the market will be void. bets on such possession will be voided.~~ If there is a technical foul awarded during the applicable possession, the “Attempted Free Throw” Selection will be settled as won.

◆ **Possession Result Grouped** — This market is graded based on the result of the next possession occurring after the time specified in the market. Team possession ends on a score, free throw attempt(s), or when the opposing team gains possession. At the end of a period, if time expires before the team possession ends (based on definition above) the market will be void.

- Possession Result Grouped Markets – Settlement is based on the result of the next possession specified for the bet. Team possession ends with a score, after all free throw attempt(s), if any, or when the opposing team gains possession (for example only, a turnover). If the period of play (for example only, quarter or half) ends before the possession bet on ends, such bet will be voided. If a point is scored on a free throw attempt, bets on the “Score” Selection will be settled as won. If there is a technical foul awarded during the possession bet on, the “Score” Selection will be settled as won if a point is scored during the technical foul free throw(s). If no point(s) is scored during any technical foul free throw(s) during such applicable possession, bets on the “No Score” Selection will be settled as won and bets on the “Score” Selection will be settled as lost. For example only, Player A gets a technical foul, and the other team shoots and misses the technical foul free throw. After such technical foul free throw is shot, but before the Game resumes, Player A receives a second technical foul. The opposing team scores the second technical foul free throw, bets on the “Score” Selection will be settled as won, and bets on the “No Score” Selection will be settled as lost since the free throws occurred during the same applicable possession. However, if the opposing team misses both technical foul free throws, bets on the “No Score” Selection will be settled as won, and bets on the “Score” Selection will be settled as lost.
- Race to X Markets (Game Level) (for example only, *Player Race to 10 Points in a Game, Team Race to 15 Points in 1st Quarter*) – Settlement is based on the player or team who 1st records the stated statistic in the applicable time period of play. If “No Player” or “No Team” is not offered as a Selection and no player or no team records the stated statistic in the applicable time period of play, bets are settled as lost.
- Both Players X Markets (for example only, *Both Players to Each Score 15 Points, Both Players to Each Record 10 rebounds*) – Both of the specified players need to record the stated statistic in the specified time period of play for bets to be settled as won. If one (or both) of the specified players doesn’t record the stated statistic in the specified time period of play, then such bets will be settled as lost.

- Next Field Goal Type and Next Field Goal Team Markets – If the score of the Game is incorrect at the time the bet was accepted by DraftKings, the bet will be voided. Settlement is based only on a successful field goal. A successful free throw does not count as a field goal.
- Both Teams Total Points Markets – Settlement is based on both teams being over or under the Total specified for the bet. If one team goes over the Total specified for the bet and the other team goes under the Total specified for the bet, such bet will be settled as lost.
- ~~Largest Comeback (Points)~~ ~~– This market is settled~~ Largest Comeback (Points) Markets – Settlement is based on the largest point deficit by points faced by the winning team in the Game. Bets on several selections can win and be settled as won.
- Best of Two (BO2) Formats
  - Moneyline Markets – For international basketball tournaments using a Best-of-Two (BO2) format, if a Game played as part of a 2-legged series Concludes in a tie and no overtime is played, bets will be voided.

## Player Props

- ~~Player Performance Markets~~ – Relevant player (all relevant players in the case of head-to-head markets or combined O/U markets) must receive playing time for bets to have action. In the case of combined markets where no under selections are offered, bets will be void if the selection is not achieved and any of the relevant participants did not receive any playing time.
- ~~Double-Double, Triple-Double, and Quadruple-Double markets will only take into account the following statistics: points, rebounds, assists, steals, and blocks.~~
- ~~Quarter Player Points~~ – All bets are action unless the player that was wagered on does not receive any playing time in relevant quarter. 4th Quarter does not include overtime.
- ~~First Field Goal/Rebound/Assist/etc. markets~~ – Settled on the first stated statistic recorded by any player, even in the event such a player is not listed (in such a case where a not listed player records the first stated statistic, all bets on such market will be settled as a loss). All bets on players who start the game are action. Bets on players who do not start the game are void. Free throws do not count as a field goal in first field goal wagers.
- ~~Most Points/Rebounds/Assists/etc. in game markets~~ – All bets are action unless the player that was wagered on does not receive any playing time. In the event a non-listed player records the highest amount of the stated statistic, all bets lose. In the event two or more players tie, Dead Heat rules apply.

## Daily Props

- The scheduled number of games, as stated in the market header, must be completed (in accordance with the general rules) on the specified date for bets to stand.
- In the event of a tie, Dead Heat rules apply.

- ~~● Daily Player~~Spread and Total Markets – If the ~~player wagered on does not receive any playing time, bets on that player are void. For Daily player leader markets, if the winning leading player is not listed, all bets on such market will be settled as a loss.~~Game Concludes in a tie at the end of regulation Game time and no overtime is played, bets will be settled based on the final score at the end of regulation Game time.

- ~~Futures~~/Other Props Markets

- For all National Basketball Association (“NBA”) Futures Markets, any Game that the NBA schedules as a non-regular season game (for example only, the In-Season Tournament Championship Game) will not be treated as a regular season Game for the settlement of any NBA Futures Markets, and as such, for all NBA Futures Markets, the statistics accumulated from any non-regular season Game(s) will not be included for settlement purposes.
- Champion/Conference, Champion/Division, Winner/Tournament Winner Markets – If the Event is Concluded, bets will be settled based on the winner declared for the Event by the Event’s official governing body, the team in the Event that is advanced to the next stage of the Competition (if no winner of the Event is declared, but a team in the Event is advanced to the next stage of the Competition), or the team in the Event that is declared champion by the Event’s official governing body (if the Event is a final or championship). The tie-break rules set by the sport’s official governing body will be used for settlement purposes to determine the team that wins the applicable division or conference. Bets will not be re-settled due to any subsequent protests, amendments, or disqualifications.
- Division Winners Markets – The tie-break rules set by the sport’s official governing body to determine the team that wins the applicable division will be used for settlement purposes.
- Division Position Markets – The final standings at the end of the regular season declared by the sport’s official governing body will be used for settlement purposes.
- ~~Futures (Champion/Conference Champion/Division Winner/etc.)~~ – If the league/governing body officially declares a winner for the relevant season on the specified market, bets are action, regardless of season length, team relocation, team name change, playoff format, etc. (unless otherwise stated in these rules).
- ~~Eastern/Western Conference Winner~~ – Determined by the teams who progress to the NBA Finals.
- ~~NBA General Rule~~ – Any game that the NBA states is not a regular season game (e.g. the In-Season Tournament Championship Game) will not be treated as a regular season game for the settlement of any futures markets. As such, for futures markets, the result

~~of any such game and all player statistics accumulated during any such game will not be treated as results and/or statistics that occurred during the regular season.~~

- ~~◆ **Divisional Winners** — Tie-break rules set by the league will be used to recognize the winner of these markets.~~

○ ◆ ~~Conference Number 1X Seed — Determined by~~ Markets — Settlement is based on the team that finishes ~~atop its respective~~ in the relevant seed in the applicable conference at the end of the stated regular season. ~~Tie-break, before any play-in tournament, play-in series, or play-in Games. The tie-break~~ rules set by the league's official governing body will be used ~~to recognize the winner of this market~~ for settlement purposes to determine the team that is the Xth seeded team of the applicable conference.

○ ◆ ~~To Make the Playoffs/Tournament~~ Markets — If the league applicable playoffs or post-season does not begin ~~a post-season for that respective season~~, bets will be ~~void~~ voided unless settlement is already Unconditionally Determined at the time the sport's official governing body announced that the playoffs or post-season will not begin. If the number of teams that make the ~~postseason change during the season, bets will be void,~~ playoffs or post-season changes from the number at the time the bet was accepted by DraftKings, such bets will be voided unless settlement is already Unconditionally Determined at the time the number of teams eligible for the playoffs or post-season is changed. For NBA related bets, such bets will be settled based on the final field after any applicable play-in Games have been completed.

○ ◆ ~~Regular Season Wins — Team(s) listed on wager must complete at least 98% of their scheduled~~ Markets — If less than 98% of the regular season ~~games (using schedule from day 1~~ Games of the team bet on are not Concluded, based on the number of regular season) ~~for bets to have action unless the remaining games during season would not affect the result.~~

◆ ~~Games officially scheduled at the time the bet was accepted by DraftKings, such bets on that team will be voided unless settlement is already Unconditionally Determined.~~ Regular Season Win % — Team(s) listed on wager must complete at least 1 game for bets to have action.

◆ ~~Regular Season Wins or % — If Team(s) listed on wager do not complete all~~ If there was no officially scheduled number of regular season ~~games, the win % listed on wager will be used to grade the bet (Example: "LA Lakers Over 57.5 Wins or Over 70.1%." The bet is on Lakers Over 57.5 Wins. If the Lakers do not play all scheduled regular season games, the bet is now on the Win %: Lakers Over 70.1%).~~ Games at the time the bet was accepted by DraftKings, the first official regular season schedule announced by the Game's official governing body will be deemed the official number of regular season Games at the time the bet was accepted by DraftKings for purposes of this rule.

○ ~~◆ Most Regular Season Wins Handicap – Winning selection will be~~ Markets – Settlement is determined based on the team with the highest number of regular season wins out of the selections adding each team's wins to the handicap listed Selections available at the time the bet was accepted by DraftKings plus such team's handicap specified for the bet. For example only, if Team A has a handicap of 0 wins, Team B has a handicap of +5 wins, and Team C has a handicap of +6 wins, ~~in the event and~~ all 3 teams ~~end~~ finish the regular season with the same ~~record, number of wins, bets on the Selection~~ “Team C” will be settled as the winner won. ~~A wager on Most Regular Season Wins Handicap market, does not constitute a wager bet on the Most Regular Season Wins market.~~ Handicap Market does not constitute a bet on the Most Regular Season Wins Market. If the same number of regular season games for each Selection available at the time the bet was accepted by DraftKings are not Concluded, bets on such Selections will be voided unless settlement is already Unconditionally Determined.

○ ~~◆ Seed Number Over/Under~~ Markets – The ~~conference~~ seed number in the conference standings where the team finishes ~~in~~ after completion of the regular season (before any post-season games or play-in tournament games) will be used for settlement purposes. Rankings in any media poll are not used for settlement purposes. For example only, in the event if a team finishes the regular season (before any post-season games or play-in tournament games) as the number 4 ~~four~~ seed in ~~their~~ its conference, and the Total for the bet was 3.5, bets on the ~~team's seed being over 1.5 to 3.5~~ “Over” Selection will be settled as ~~a winner and bets on the team's seed being under 4.5 and above will be settled as a winner won.~~ For purposes of these markets, “Over” is a worse seed, and “Under” is a better seed.

◆ ~~Name the Finalists/Exact Result~~ – All bets on this market will void in the event the Finals/Championship is not played.

○ Finals Exact Result Markets – If the final round (for example only, NBA Finals) or championship bet on does not reach its intended, natural, or normal end within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the final round or championship's completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on such final round or championship will be voided unless settlement is Unconditionally Determined. If there was no officially scheduled completion date for the final round or championship at the time the bet was accepted by DraftKings, the first official completion date for the final round or championship announced by the final round or championship's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

○ ~~◆ Season~~ Team Head-to-Head, Tournament Team ~~Head-to-Head or Head-to-Head, and~~ Team to Advance Further Markets – ~~in the event~~ if one or more of the ~~teams in the~~



~~specific~~Selections in a market either fails to start the ~~season/tournament~~applicable Competition or withdraws ~~from the season/tournament~~, all bets will be void. For College Basketball, in the event both teams are eliminated in the same round, Dead Heat rules apply. ~~For all other basketball competitions, in the event, retires, is disqualified from, forfeits, or otherwise similarly pulls out of or is removed from the Competition after it has started, all bets on such matchup will be voided unless settlement is already Unconditionally Determined.~~ If both teams are eliminated in the same round, all bets will be settled as ~~push~~Push.

- Regular Season Player Props Markets – If less than 98% of the regular season Games of the team the player bet on plays for are Concluded, as scheduled at the time the bet was accepted by DraftKings, such bets on that player will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled number of regular season Games at the time the bet was accepted by DraftKings, the first official regular season schedule announced by the Game's official governing body will be deemed the official number of regular season Games at the time the bet was accepted by DraftKings for purposes of this rule. If a player is traded during the applicable regular season, the cumulative statistics of the player from all teams the player plays for during the applicable regular season will count for settlement purposes.

- ◆ ~~Stage of Elimination~~ – In the event the nominated team gets disqualified or withdraws from the competition, all bets will be void.
- ◆ ~~Series Winner~~ – A team getting disqualified or withdrawing from the series, will not void the bet.
- ◆ ~~Other Series Markets~~ – In the event a team gets disqualified or withdraws from the series, all bets will be void, unless settlement is already determined prior to disqualification or withdrawal or unless otherwise stated.

- ◆ ~~Regular Season Stat Leaders~~ {Markets (for example only, Highest Average Points/Rebounds/Assists/Threes Made/Steals/Blocks per Game) – Bets will not void as a result of the selected player failing to play in any or a certain number of games. Player must qualify, per the league's The player bet on must satisfy the applicable official governing body's statistical qualification minimums, to be settled as the winner. ~~Dead Heat rules apply~~ (for example only, a rule by the official governing body that a player must play at least 70% of their team's games to be considered the highest scoring average leader). If a player bet on does not satisfy the applicable official governing body's statistical qualification minimums, bets on that player will be settled as lost. These Regular Season Stat Leaders Markets rules shall apply to all Team Specials Markets involving a regular season statistics leader.

- ◆ ~~Regular Season Player Props~~ – Player's team (on day 1 of regular season) must play at least 98% of their scheduled regular season games (using schedule from day 1 of regular

season) for wagers to have action unless the result is unequivocally determined in fewer games.

- ~~◆ Most Points/Rebounds/Assists/Threes Made/Steals/Blocks In Series Markets – Bets are void in the event the player that was wagered on does not receive any playing time in the series. If two or more players tie, Dead Heat rules apply. If the winning statistical leading player is not listed in a market, all bets on such market~~ If a player does not Participate in at least one Game in the applicable series, bets on such player will be voided. If the player with the highest applicable statistic in the applicable series is not a Selection at the time the bet was accepted by DraftKings, all such bets will be settled as a loss.
- ~~◆ Player Regular Season Averages or H2H Markets (for example only, Regular Season Averages (Points/Rebounds/Assists/Threes Made/Steals/Blocks per Game) – The player (or all players specified in the case of H2H markets) must play at least 41 regular season games for bets to have action. This includes any legs involving season averages in Team Specials markets. Bets are settled using the statistics provided by the official website of the league's governing body or league's official statistical provider which may be rounded by the league's governing body or league's official statistical provider.~~ Average Points per Game, Regular Season Average Rebounds per Game) – For NBA markets only, if a player does not Participate in at least 41 regular season Games, bets on such player will be voided. For Women's National Basketball Association ("WNBA") markets only, if a player does not Participate in at least 22 regular season Games, bets on such player will be voided. These Player Regular Season Averages Markets rules shall apply to all Team Specials Markets involving a regular season player average.
- ◆ ~~Player Playoffs/Playoff Series Averages (Points/Rebounds/Assists/Threes Made/Steals/Blocks per Game) – Listed player must play 4+ games in playoffs for playoff averages and 3+ games in series for series averages for bets to be action. Bets are settled using the statistics provided by the official website of the league's governing body or league's official statistical provider which may be rounded by the league's governing body or league's official statistical provider.~~
- Head-2-Head Regular Season Averages Markets (for example only, Regular Season Average Points per Game, Regular Season Average Rebounds per Game) – For NBA markets only, if all Selections do not Participate in at least 41 regular season Games, bets will be voided. For WNBA markets only, if all Selections do not Participate in at least 22 regular season Games, bets will be voided. These Head-2-Head Regular Season Averages Markets rules shall apply to any Head-2-Head Team Specials Markets involving regular season player average.
- Player Playoffs Average and Player Playoff Series Average Markets (for example only, Playoff Series Average Points per Game, Playoff Series Average Rebounds per Game) – For

NBA Player Playoffs Average Markets only, if a player does not Participate in at least four Games in the entire playoffs, bets on such player will be voided. For WNBA Player Playoffs Average Markets only, if a player does not Participate in at least two Games in the entire playoffs, bets on such player will be voided. For NBA Player Playoff Series Average Markets only, if a player does not Participate in at least three Games in the applicable playoff series, bets on such player will be voided. For WNBA Player Playoff Series Average Markets only, if a player does not Participate in at least two Games in the applicable playoff series, bets on such player will be voided.

- Head-2-Head Playoff Average and Head-2-Head Playoff Series Average Markets – For NBA Head-2-Head Playoff Average Markets only, if all Selections do not Participate in at least four Games in the entire playoffs, bets will be voided. For WNBA Head-2-Head Playoff Average Markets only, if all Selections do not Participate in at least two Games in the entire playoffs, bets will be voided. For Head-2-Head NBA Playoff Series Average Markets only, if all Selections do not Participate in at least three Games in the applicable playoff series, bets on such market will be voided. For Head-2-Head WNBA Playoff Series Average Markets only, if all Selections do not Participate in at least two Games in the applicable playoff series, bets on such market will be voided.

- ♦ Next Player to Record X+ Statistic Markets (for example only, Next Player to Record X+ Points/~~Rebounds/Assists/Threes-Made/Steals/Blocks~~) – ~~In the event that on the same day that the next player records the stated amount one or more additional players also record the stated amount on that same day, all such players,~~ Next Player to Record X+ Rebounds) – If two or more players record the stated statistic on the same day, bets on any such player that recorded the stated ~~amount~~statistic on ~~such~~the same day will be settled as ~~winners won~~ (all ~~games~~Games will be treated as played on the ~~day they start~~date the Game starts (local stadium time)). If a ~~non-listed player~~player that is not listed as a Selection at the time the bet was accepted by DraftKings is the next player to achieve the stated ~~amount,~~all~~statistic, such~~ bets ~~lose~~will be settled as lost. If no player ~~achieves records~~ the stated ~~amount~~statistic in the remainder of the ~~mentioned~~applicable season, ~~all~~bets are voidwill be voided.

- Playoff Series Markets – If there is a change in the number of Games in a playoff or post-season series from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on all markets, except for Playoff Series Winner Markets, will be voided unless settlement is Unconditionally Determined. For Playoff Series Winner Markets, if there is a change in the number of Games in a playoff or post-season series from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bet will be settled in accordance with the winner declared by the Event's official governing body. If no winner is declared by the Event's official governing body, bets on such Event will be voided. If no official number of playoff or post-season games

was announced or scheduled at the time the bet was accepted by DraftKings, the number of playoff or post-season games first announced or scheduled by the Event's official governing body shall be deemed the official number of Games in a playoff or post-season series at the time the bet was accepted by DraftKings for purposes of this rule.

- ◆ **Awards Markets** — All bets are action unless the award is not given. Dead Heat rules apply.
- ◆ **Player to Reach Milestone/Break Record Before, On or After X Game** — In the event the player does not accomplish the record or milestone specified in the specific season, all bets will be void. The specified game must be played on the stated date to have action.
- ◆ **Draft Props** — The official NBA Draft website will be used for settlement purposes (player's height, etc.).
- ◆ **Draft Position Over/Under** — In the event a player declares for the draft and goes undrafted, over will be settled as the winner. In the event a player does not declare for the draft or withdraws before the draft starts, all bets on such player will be void.
- ◆ **Number X Pick** — In the event the player selected as the specified pick was not listed in the market, all bets will be settled as lost.

### **Pre-live Same Game Parlays**

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Basketball specific rules also apply to pre-live Same Game Parlays.

### **Live Same Game Parlays**

- ◆ In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Basketball specific rules also apply to live Same Game Parlays.

- *Player to Record X Performance In Every Game in a Series Markets* — If a Selection bet on does not Participate in each Game of the applicable series, such bet will be voided.

### **Settlement Rules**

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- ◆ Player markets, or other statistically dependent markets, are settled when the game is final and when the necessary statistics are readily available on the league's official

~~website or by the official statistical provider of the league. Any subsequent statistic changes after these markets are settled will not result in a re-settlement.~~

- ~~● In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.~~

- Team Specials Market – If any leg of a team specials bet is voided, the entire bet shall be voided irrespective of the outcome of the other legs in the bet. If a player plays for more than one team during an applicable season, statistics accumulated by such player on all teams they played for that season will count for settlement purposes.

## Tennis

### General Rules

- ◆ In any of the following circumstances, all bets will stand:
  - A change of venue
  - A change from indoor court to outdoor court or vice-versa
  - A change of surface (either before or during a match)
  - A delay in start of a match
  - Suspensions, as long as the play is resumed, and the match is completed
- ◆ Bets will be void in the event the statutory number of sets is not completed (e.g. retirement, disqualification or cancellation) or format of the match is changed, unless the market has already been determined, or unless otherwise stated.
- ◆ If any market does not reach its natural conclusion (e.g. the end of a game/point for a game/point market), bets will be void unless the market has already been determined, or unless otherwise stated.
- ◆ Tie breakers and super tie breakers are each considered as one (1) game for total game markets. A super tie breaker is considered as one (1) set for total set markets. In the event the total is exactly equal to the betting line, then all bets on the selection will be settled as push.
- ◆ For futures bets, bets are void if the player selected doesn't participate in at least one (1) point in the tournament.

### Specific Market Rules

- ◆ **Moneyline** – In the event a player or pairing retires or is disqualified in a Grand Slam/ATP/WT/Challenger Tour/Davis Cup/Fed Cup/ATP Cup Match, all match bets (placed on the Moneyline) for the match will be void in the event the retirement or disqualification occurs before the first set of the match is completed. In the event the retirement or disqualification occurs after the completion of the first set of the match, the player or pairing progressing to the next round (or the eventual champions in the case of a final) will be settled as the winner. Moneyline bets placed on the retiring or disqualified player or pairing will be void. Moneyline bets on all other tournaments or matches other than Grand Slam/ATP/WT/Challenger Tour/Davis Cup/Fed Cup/ATP Cup Match (such as ITF) will be void where a player or pairing retires or is disqualified (regardless of whether the first set is completed or not) unless otherwise stated. Bets stand in the event the statutory number of sets is changed.
- ◆ **Game and Set Spreads** – Predict the winner of the set or match applying the given spread. In the event the match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), provided at least one (1) set has been completed, the spread markets will be settled on lines that have already been determined. For example only, if a player retires with the score 6-3 and 4-2, the spread will be settled as winners on bets with +5.5 and above; bets will be void on +4.5 and below. Bets will be settled as losers with -8.5 and above; bets with -7.5 and below will be void.
- ◆ **Totals** – Totals, or over/under bets refer to the total number of games/sets played. Win/loss is determined by the number of games/sets accumulated by both players, unless otherwise stated.

In the event that the total is exactly equal to the betting line, then all bets on this offer will be settled as push.

- **Total Games**— In the event the match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), provided at least one (1) set has been completed, total games bets will be settled as win/loss based on the minimum games possible if the match had concluded. For example, a player retires with the score 6-3 and 4-2, total games will be settled off the shortest amount of games which the match could finish in; e.g. 6-3, 6-2 (17 games). Undetermined bets above the lowest amount of games which the match could finish in will be void; e.g. bets on under/over 17.5 would be void.

- **Total Games Set X**— In the event the set does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), total games bets will be settled as win/loss based on the minimum games possible if the set had concluded. For example, with a retirement at 2-2 they could not finish in under 8 games, therefore bets over 6.5 and 7.5 would be winners; bets under 6.5 and 7.5 will be losers, but all other undetermined bets will be void.

- ◆ **Total Tie Break / Tie Break in a Match**— A super tie break is not considered as a tie break for bets on Total Tie Break.

- ◆ **Set Betting (Correct Score), 1st Set / Moneyline, Player Total Games**— In the event a match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation) all bets will be void unless settlement has already been determined. For example, in the Set Betting (Correct Score) market, a bet on a player to win 2-0 will be settled as lost in the event the relevant player lost the 1st set and then retires; in the 1st Set / Moneyline market, a bet on a player will be settled as lost in the event the relevant player lost the 1st set and then retires; in the Player Total Games market, a bet on under 12.5 player games would be settled as lost in the event there was a retirement with the score 6-4, 4-6, 3-3. In the event there is a change to the total number of sets to be played, all bets will be void.

- ◆ **Total Sets**— In the event the match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), all bets will be void unless settlement has already been determined. Determined selections include when a match is in its last possible set (for example, 3rd set in a 3 set match or 5th set in a 5 set match) or the penultimate set has finished and the match has not finished (for example, in a 3 set match the score is 1-1 or in a 5 set match the score is 2-2). In such cases the Over selection will be settled as won and the Under selection settled as lost.

- ◆ **Total Sets (3 Way)**— In the event the match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), the total sets being played in the match will include the set the last point was played in. For example, in the event a player retires after the first point of the 3rd set then the total number of sets played will be three (3). All bets on this market will be void in the event the match is stopped in the 1st or 2nd set.

- ◆ **Total Games—X Set, Correct Score X Set**— In the event a match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), all bets on these markets will be void unless settlement has already been determined. For example, in the event there is a retirement at 5-5 in the 1st set, in the Total Games—1st



Set market, the over 9.5 selection would be settled as won and the under 9.5 selection would be settled as lost.

- ◆ **Tie-Break King / Match Control / Match Titan**—The stated player must win the match in straight sets, with every set by the stated score line.
- ◆ **Go the Distance?**—Predict if a match will reach a tie-break in the final set. Bets are void if the statutory number of sets are changed.
- ◆ **Correct Score X Set**—In the event a match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), all bets for this specific market are void unless settlement has already been determined. For example, the score is 3-3 and the selections are 6-0 and 6-1, the bet will be settled as a loss.
- ◆ **Set Spread**—In the event a match does not reach its natural conclusion (e.g. retirement, disqualification, match suspension or cancellation), a bet on a player with a -1.5 set spread will be settled as a loss if the selected player loses a set in the match.
- ◆ **To Win from Behind**—The stated player must win from at least 1 set behind at any point in the match.
- ◆ **Break Serve 1st, Win the 1st Set, Win the Match**—The stated player must break serve 1st, win the 1st set and win the match. In the event there are no service breaks, bets will be settled as lost.

## Fast Markets

- ◆ **Point Winner**—Bets void in the event the point is awarded by the umpire as a penalty point.
- ◆ **Game Winner**—Bets void in the event the game is awarded by the umpire as a penalty.
- ◆ **Game Correct Score/Game Total Points/Game to Deuce**—Bets void in the event the game is awarded by the umpire as a penalty.

## Statistical and Player Markets

- ◆ **Ace/Double Fault Totals**—In the event of a disqualification or retirement, all bets will be void unless the settlement has already been determined. In the event of ties, if no tie price is offered, bets will be void.
- ◆ **Break of Serve Markets**—In the event the statutory number of sets is changed, all bets will be void. In the event of a disqualification or retirement, all bets will be void unless settlement has already been determined. The loss of serve in a tie-break does not count as a break or a player being broken. The terms "break" or "broken" refer to the loss of a full service game only.
- ◆ **Match Double**—Match result with either most aces, least aces, most doubles faults, or least doubles faults in the event. Equal number of aces or equal number of double faults will be settled as a losing bet.
- ◆ **Match Treble**—Match result with most/least aces and most/least double faults in the match. Predict which player will win the three named markets. Equal number of aces or equal number of double faults will be deemed as a losing bet.
- ◆ **Win The Match and Hit Most Aces/Win The Match, Hit Most Aces and Least Double Faults/Match Combo**—In the event the aces are tied or double faults are tied, bets will be settled as a loss.

- ◆ **Match Parlay**—In the event there are no service breaks, bets will be settled as a loss.
- ◆ **Player to Hold Every Service Game**—The selected player to win every one of their own service games. The player must not be broken at any point during the match. In the event of disqualification or retirement all bets will be void unless settlement has already been determined.
- ◆ **1st Player to Break Serve**—The selected player to be the 1st to win a game when their opponent is serving. Tie breaks do not count as service games. In the event there are no service breaks, bets will be settled as a loss.

## Futures/Other Props

- ◆ **Outright/Top Half Winner/Bottom Half Winner/Quarter Winner**—In the event a player withdraws without playing at least one (1) point in the tournament, bets on the player will be void. In the event a player is disqualified, bets on that selection will be settled as losers.
- ◆ **Winning Quarter/Winning Half**—Predict from which quarter or half the winner of the tournament will come from.
- ◆ **Not to Win**—The selected player not to win the tournament. The player must play at least one (1) point in the tournament for bets on the player to be action. In the event a player retires, is disqualified, or withdraws due to injury between matches, all bets placed within the timeframe will be void unless such bets can otherwise be settled or determined.
- ◆ **Stage of Elimination**—In the event a player retires, is disqualified, or withdraws due to injury between matches, all bets placed within the timeframe will be void unless such bets can otherwise be settled or determined.
- ◆ **Tournament Total Tie Breaks**—In the event at least one (1) point is played in a tie break, this will count as a tie break, even if the match is not completed.
- ◆ **Tournament Total Matches to Go to 5 Sets**—In the event at least one (1) point is played in the 5th set, this will count as a five-set match.
- ◆ **Who Will Go Further**—In the event one (1) of the players withdraws from the tournament without playing at least one (1) point, all bets will be void. In the event both players are eliminated in the same round, all bets will be void.
- ◆ **Total Games in Round**—In the event at least one (1) of the matches do not reach their natural conclusion, all bets will be void.
- ◆ **Match with Least Games**—In the event at least one (1) of the matches do not reach their natural conclusion, all bets will be void. In the event of a tie, all bets will be void.
- ◆ **Daily Special**—In the event at least one (1) of the matches do not reach their natural conclusion, all bets will be void.
- ◆ **Which Player Will Be World Number One End of Year?**—Settled off official governing body statistics on 1st December of the stated year.
- ◆ **Over/Under Player Season End Ranking**—Settled off official governing body statistics on 1st December of the stated year.
- ◆ **End of Season Ranking Match Bet**—Settled off official governing body statistics on 1st December of the stated year.

- ◆ **Top Ranked Player by Country** — Settled off official governing body statistics on 1st December of the stated year.
- ◆ **End of Year Top Aces Server** — Settled off official governing body statistics on 1st December of the stated year. Only ATP tournaments and Grand Slams count towards the total.
- ◆ **To Finish in Year End Top 8** — Settled off official governing body statistics on 1st December of the stated year. Players that participate in the Year End Championships but do not finish in the top 8 of the official rankings will be settled as losers.

### **Pre-live Same Game Parlays**

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Tennis specific rules also apply to pre-live Same Game Parlays.

### **Live Same Game Parlays**

- ◆ In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Tennis specific rules also apply to live Same Game Parlays.

### **Settlement Rules**

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body on the day of the game, unless stated otherwise.

## Football

### General Rules

- Games must start in the same scheduling week of the league (for NFL, CFL, and UFL, the scheduling week is Thursday-Wednesday, local stadium time; for NCAA, the scheduling week is Tuesday-Monday, local stadium time) for bets to have action.
- There must be 5 minutes or less of scheduled game time left for bets to have action unless the specific market outcome is already unconditionally determined.
- In the event a game is halted before the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, bets will be void, unless the specific market outcome is already determined (unless otherwise stated, i.e., playoff game rule).
- In the event a game is halted after the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, the score when the game was halted will determine the betting results (unless otherwise stated, i.e., playoff game rule).
- **Playoff Game Rule**—In the case of a halted playoff game, all wagers have action until completion of the game, as determined by the league's governing body.
- In the event a game is halted at any time, and replayed in full as opposed to resumed, all bets will be void.
- In the event a game venue is changed, and the home team remains designated as the home team, bets will stand.
- In the event a game venue is changed, and the home and away team's listings are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.
- In the event the game venue remains the same, but the home and away team's designations are reversed (i.e. the home team becomes the away team), all bets placed with the original designation will stand and are action.
- In 2-way markets, push rules apply unless otherwise stated.
- All bets include overtime unless otherwise stated.
- Forfeited games, whether won or lost, will not count as a game played or completed (or any other similar term) for settlement purposes.
- For markets related to instances of scoring (e.g. Next Scoring Play, Anytime Scorer), extra point and 2-point conversions after touchdowns are not considered, unless otherwise stated.

### Specific Market Rules

- **Moneyline 3-Way (Regular Season)**—Bets include overtime if played (since regular season games can end in a tie with overtime).
- **Moneyline 3-Way (Playoffs)**—Bets do not include overtime. Settlement is based on the result at the end of regulation.
- **Double Result (Half Time/Full Time)**—Settled based on the result at half-time and the end of regulation time. Bets do not include overtime.

- ◆ **Quarter/Half markets**—The entire relevant period of play must be completed for bets to have action unless the result is already determined. 4Q and 2H markets include overtime.
- ◆ **Highest Scoring Half**—2H includes overtime if played. The entire game must be played for bets to have action unless the result is already determined. Push rules apply.
- ◆ **Highest Scoring Quarter**—4Q includes overtime if played. The entire game must be played for bets to have action unless the result is already determined. Dead Heat rules apply.
- ◆ **Team to Score/Win/Lead (in) Every Quarter/Half**—4Q and 2H include overtime.
- ◆ **Defensive/Special Teams Touchdown Scored**—Defensive conversions on all Point(s) After Touchdown (PAT) attempts do not count—
- ◆ **1st Offensive Play from Scrimmage**—Kick-off return and false start do not count as an offensive play—
- ◆ **Offensive Score on 1<sup>st</sup> Drive of the Game**—Field Goals and Rouges (CFL) count as an offensive score—
- ◆ **Result of Drive Markets**—All result of drive markets start on the first offensive snap of the ball. Any drives which are completed due to the end of the half or game, and do not explicitly result in one of the outcomes listed, will be void. The outcomes are as follows:
  - **Offensive Touchdown**
  - **Field Goal Attempt**—Field Goal Attempt is deemed the winner if the kicker kicks the ball. Blocked, scored, missed, or returned field goals will all be settled as a field goal attempt. Botched/fake field goals are not considered a field goal attempt.
  - **Punt**—Punt is deemed the winner if the punter kicks the ball. All punts returned for a touchdown will be settled as a Punt. Muffed/Blocked punts will be settled as a Punt, and a new drive will begin with the next snap of the ball—
  - **Rouge (CFL only)**—Rouge is deemed the winner if a rouge is scored. If the ball is kicked into the Goal Area by an opponent, a rouge is scored:
    - When the ball becomes dead in possession of a team in its own Goal Area or,
    - When the ball touches or crosses the Dead Line or a Sideline in Goal, and touches the ground, a player or some object beyond these lines.
  - **Turnover or Turnover on Downs or Safety**—A turnover is classified as the defense gaining possession of the ball. The following will all be deemed as a turnover for settlement purposes:
    - Interception or Fumble Lost (note, if the defense recovers and then fumbles back to the offense during the same play, a new drive will begin and the previous drive will be settled as a Turnover)
    - Defensive touchdown (except when a blocked punt results in a touchdown. Blocked punts resulting in a safety will be settled as a turnover.)
    - Turnover on downs—
- ◆ **Drive Crosses X Yard Line Markets**—In the event of time expiring, the final spot of the ball, which could either be the forward progress of the ball during a play while time expires, or the line of scrimmage of a play that is not ran due to time expiring, will be

considered the final yard line. If the ball is fumbled, settlement is determined on the yard line of fumble. The line of scrimmage must be established past the yard line stated. Markets that specify if the current or upcoming drive will cross a particular yard line will be settled as "Yes" when a drive begins beyond that yard line (for example only, a punt is returned to the opponent 30 yard line; Drive Crosses 50 yard line and Drive Crosses 35 yard line markets will be settled as "Yes").

- ◆ **Next Play Total Yards/Next Play First Down/Next Play Touchdown/Next Play Attempt Type** — Any play which does not occur due to the end of the half or game will be void. A sack will be settled as a pass attempt in NFL matches and a rush attempt for NCAA matches. Touchdown scored will be settled as First Down "Yes". All bets are void in the instance of an accepted, post snap, penalty that negates the specified play bet on.
- ◆ **Kickoff Touchback** — All bets are void if an onside kick is attempted. All bets are void if a penalty is called on the play.
- ◆ **Extra Point Made** — All bets are void if a 2-point conversion is attempted. All bets are void if a penalty is called on the play.
- ◆ **Field Goal Made** — All bets are void if no field goal is attempted. All bets are void if a penalty is called on the play.
- ◆ **Punt Fair Catch** — "Fair Catch" must be completed for bets to settle as "Yes". All bets are void if a pre or post snap penalty is called on the play and the play negated. If a penalty occurs after the play is completed, all bets stand. All bets are void if there is a fair catch interference penalty.
- ◆ **2 Point Conversion** — All bets are void if a 1-point conversion is attempted. All bets are void if a pre or post snap penalty is called on the play and the play negated.
- ◆ **3 Point Conversion (NFL only)** — All bets are void if a 1-point or 2-point conversion is attempted. All bets are void if a pre or post snap penalty is called on the play and the play is negated.
- ◆ **DK Squares** — Pick a correct "square score" for any end of quarter result. Wagers will be settled based on the end of quarter scores (4th Quarter includes OT). For example, the score in the match is 3-7 (end of Q1), 3-21 (End of Q2), 21-21 (End of Q3), 27-24 (End of game including OT) then the winning selections will be 3:7, 3:1, 1:1 and 7:4. Winning selections will only be paid once and will be settled at the conclusion of the applicable winning quarter.
- ◆ **Final Two Minute Markets** — Markets are only for the final 2 minutes of regular time. Only plays snapped after the 4th quarter 2-minute warning and before the end of regular time count. Overtime is not included.
- ◆ **Any Kick to Hit the Uprights** — Field goal/extra point attempts only. Punts/kick-offs do not count.
- ◆ **Octopus** — When a player scores a valid touchdown that is not overturned, and the same player scores a valid 2pt attempt immediately after the touchdown. A player throwing a passing touchdown and a player throwing a 2pt conversion does not count as that player scoring an octopus.
- ◆ **Three and Out** — A drive consisting exactly of three plays from scrimmage followed by a punt. Any play ruled no play is disregarded.

- ◆ **Red Zone Play**—Any play which is snapped in the area inside (and including) the 20-yard line on the opponent's side of the field.
- ◆ **Red Zone Touchdown %**—The number of valid touchdowns scored from inside the red zone, divided by the number of drives where at least one snap was taken inside the red zone. The red zone is defined as the area inside (and including) the 20-yard line on the opponent's side of the field.
- ◆ **Quarterback Sneak**—A Quarterback (“QB”) attempts a rush up the middle and while under center, where the QB pushes/dives ahead with the offensive line. A QB scramble is not a QB sneak.
- ◆ **Flea Flicker**—A play in which the QB gives the ball to a player in the backfield, who runs with it and then throws the ball back to the QB before the QB subsequently throws it to an eligible receiver. Bets will be settled as a winner with any attempted Flea Flicker that isn't negated by a penalty.
- ◆ **Scorigami**—A final scoring combination that has never happened in NFL history before.

## Player Props

On any player prop market, player(s) must participate in at least one (1) play (including special teams) for bets to have action. In the event a player is listed as “inactive” or “did not play” for the relevant game, bets on that player/market will be void. Markets are settled according to the official NFL game statistics at the time DraftKings settles the applicable markets.

- ◆ **Touchdown Scorer**—Player must participate in at least one (1) play (including special teams) for bets to have action. In the event a player is listed as “inactive” or “did not play” for the relevant game, bets on that player will be void. A touchdown scorer is defined as the player in possession of the ball in the opposing end zone (a touchdown scorer is not the player who throws the touchdown). Passing touchdowns do not count. All 1<sup>st</sup> touchdown scorer bets are action unless the selected player is listed as “inactive” or “did not play”. If any other player that is not listed scores the next touchdown (i.e. an Offensive Lineman), all bets lose.
- ◆ **Tackles, Assists, Tackles and Assists, other Defensive Markets**—Only defensive plays count. Any plays on special teams do not count.
- ◆ **Regular Season Player Props (season long market)**—Player must participate in at least one (1) play (including special teams) in the regular season for bets to have action.
- ◆ **Yards on First Completion/Reception/Rush**—If the specified player does not record a completion/reception/rush, bets on that market will be void.
- ◆ **Yards on Longest Completion/Reception/Rush**—If the specified player does not record a completion/reception/rush, “under” will be the winner for settlement purposes.
- ◆ **1<sup>st</sup> Reception Receiving Yards/1<sup>st</sup> Rush Attempt Rush Yards/1<sup>st</sup> Pass Completion Pass Yards**—Bets void if the player has no receptions/rush attempts/pass attempts or does not play in the game. If the player plays in the game but does not record a respective stat, bets are void. If the play result is no play or if the play is overturned, the next play will be considered the first.

## Daily Props



- The scheduled number of games, as stated in the market header, must be completed (in accordance with the general rules) on the specified date for bets to stand.
  - In the event of a tie, Dead Heat rules apply.
- ~~• Daily Player~~All-Star Markets – If the ~~player wagered on does not receive any playing time~~Selection bet on is named as a replacement all-star, bets on ~~the player are void~~such Selection will be settled as won.
- Team To Go Undefeated at Home Markets – Only home games played in the state or province where the specified team's official home arena is located will count for settlement purposes. Outcomes from Games in which the specified team is designated as the home team, but the game takes place in a different state, province, or country, will not count for settlement purposes. If the team bet on does not play at least 38 home Games in the state or province of its official home arena, bets on such team will be voided.
- ~~1<sup>st</sup> Player to Score on Sunday~~ – Listed players and valid touchdowns only. In the event one or more non-listed player scores a touchdown before a listed player scores a touchdown, the first listed player to score a touchdown will be settled as the winner. Bet is settled by individual game clock via official NFL.com Gamebook, rather than the time of day.

## Futures/Other Props

- ~~Super Bowl, National Champion, Conference/Division Winner, Conference Title Game Winner, etc.~~ – If the league/governing body officially declares a winner for the relevant season on the specified market, bets are action, regardless of season length, team relocation, team name change, playoff format, etc. (unless otherwise stated in these rules).
- ~~Regular Season Wins~~ – Team(s) listed on the wager must complete all scheduled regular season games (using schedule from Week 1 of regular season) for bets to have action unless remaining games during season would not affect the result. In the event of a venue change for a game(s), bets will stand. Any forfeited game that is considered an official result will count towards season-long bets. For settlement purposes for this market, any ties are to be treated as a loss.
- ~~AFC/NFC Conference Winner~~ – Determined by the teams who progress to the Super Bowl.
- ~~Divisional Winners~~ – Tie-break rules set by the league will be used to recognize the winner of these markets.
- ~~Conference Number 1 Seed~~ – Determined by the team who finishes atop their respective conference at the end of the regular season. Tie-break rules set by the league will be used to recognize the winner of this market.
- ~~To Make the Playoffs~~ – If the league does not begin a postseason for that respective season, bets will be void. If the number of teams that make the postseason change during that respective season, bets will be void.

- ◆ **Awards Markets** — All bets are action unless the award is not given, in which case, bets will be void. Dead Heat rules apply.
- ◆ **Team to Have a Perfect/Winless Regular Season** — Team(s) listed on the wager must complete all scheduled regular season games (using official NFL schedule from Week 1 of regular season) for bets to have action. Any forfeited game that is considered an official result will count as a loss attributable to the forfeiting team towards season long bets. A perfect season is when a team wins all their scheduled regular season games.

○ ◆ **Last Winless/Team To Be Undefeated Team** — Dead Heat rules apply if multiple teams tie. Markets — Bets are settled based on the schedule week day the Game Concluded, regardless of what time or day the game is played. If two or more winning Selections tie, Dead Heat Reduction rules apply.

- ◆ **Draft Props** — Player's position will be determined by the listed position on the official NFL Draft website. EDGE is classified as defensive lineman for settlement purposes. Punters/kickers/long snappers do not count as offensive or defensive players. Fullbacks (FB) are classified as running backs. If a player is undrafted, the "over" on draft position will be the winner for settlement purposes.
- ◆ **Team/Player Specials** — Player must play at least one (1) snap for bets to stand.
- ◆ **Team H2H to Win a Playoff Game Against...** — Bets stand whether the teams play against each other or not. If the teams do not play each other, bets are settled as a loss.
- ◆ **Team H2H — Which Team Will Progress Further in the Playoffs?** — Determined by round of elimination. If both teams are eliminated in the same round of the playoffs, Dead Heat rules apply. Winning the Super Bowl is considered progressing further than losing the Super Bowl.
- ◆ **Player Playoff Futures (Playoff Most Rush/Rec Yards, To Score in 3+ Playoff Games etc.)** — Bets will stand if a player plays at least one (1) snap in any game during the playoffs.

○ Player's Next Team Markets — Settlement is determined by the team the applicable player is on when the player Participates in their next regular season Game. If "after X date" is specified in the bet, then the next regular season Game the player Participates in after the specified date will be used for settlement purposes. If the player applicable to the bet does not Participate for any team in the relevant period specified for the bet, such bet will be voided regardless of which team's roster the player is on.

### **Pre-live Same Game Parlays**

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Football specific rules also apply to pre-live Same Game Parlays.

### **Live Same Game Parlays**

- ◆ In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Football specific rules also apply to live Same Game Parlays.

### **Settlement Rules**

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- ◆ Player markets, or other statistically dependent markets, are settled when the game is final, and when the necessary statistics are readily available on the league's official website, or by the official statistical provider of the league. Any subsequent statistic changes after these markets are settled will not result in a re-settlement.
- ◆ In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.

## Aussie Rules

### General Rules

- All Australian Rules bets shall be settled including overtime if played, unless otherwise stated. In the event that extra time is played, all head to head betting will be settled inclusive of extra time. If a match is abandoned before the end of normal time, all bets on the match are void, except for those markets which have been unconditionally determined.
- If a match is postponed and rescheduled to take place within 48 hours of the original start time, all bets on the match will stand.
- If a match is no longer being played at the venue advertised, all bets will stand unless the venue has been changed to the opponent's home ground, in which case all bets will be void.
- For the purposes of determining futures markets such as Make the Grand Final/Minor Premiership/Premiership/Top 4/ Top 8, all deductions of points by the AFL due to breaches of regulations shall stand.

### Specific Market Rules

- In Australian Rules, there are two types of scores: a goal and a behind. A goal umpire judges whether a goal or a behind is scored.  
Scoring Points = Goals (scores 6 points) + Behinds (score 1 point)
- **Goal Scorer Markets**—Bets on players taking no part in the match shall be void. If your player is an unused substitute or takes the field as a designated substitute after a goal has been scored, bets on your player to score the first goal shall be void.

### Settlement Rules

- All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.
- For all futures markets, the Dead Heat rules shall apply.

## -Baseball

### General Rules

- ~~Game must start on the scheduled day (local stadium time) for bets to have action.~~
- ~~Bets on games suspended after they have started will have action as long as the game is resumed within 36 hours of the original start time and made official. If not, all bets will be void, unless the wager has been unequivocally determined prior to the game's suspension. This applies unless otherwise stated (i.e. playoff game rule).~~
- ~~If a game is terminated before becoming official, and is not scheduled to resume from where it was halted, all bets will be void, unless the wager was already determined (e.g. if a game is terminated in 3rd inning, settlement of the 1st inning over/under stands).~~
- ~~**Moneyline**—"4.5 innings rule"—in the case of official, shortened games, for bets to have action, the game must go at least 5 full innings (4.5 innings if the home team is ahead).~~
- ~~**Total Runs**—"8.5 innings rule"—For bets to have action, the game must go at least 9 full innings (8.5 innings if the home team is ahead), unless the result is already determined, and the game is official.~~
- ~~**Run Line**—For bets to have action, the game must go at least 9 full innings (8.5 if the home team is ahead).~~
- ~~**7 inning games**—"6.5 innings rule"—For bets on Run Line/Total Runs to have action, the game must go at least 7 full innings (6.5 innings if the home team is ahead), unless the result is already determined, and the game is official. Other markets below that are offered in 7 inning games which state the usage of the 8.5 innings rule, will be settled based on the 6.5 innings rule.~~
- ~~**Playoff Game Rule**—In the case of a halted playoff game (or postseason tournament game), all wagers have action until the completion of the game, as determined by the league's governing body.~~
- ~~**Mercy Rule**—The result at the time of the relevant league's "Mercy Rule" call will be used for settlement purposes. For games ending via the "Mercy Rule" the following settlement will take place:
  - ~~**Moneyline**—Bets will be settled based on the "4.5 innings rule" that is listed in the Moneyline bullet above.~~
  - ~~**Run Line**—Bets will stand.~~
  - ~~**Total Runs**—Bets will be void unless settlement has already been determined.~~~~
- ~~In the event a game venue is changed, and the home team remains designated as the home team, bets will stand.~~
- ~~In the event a game venue is changed, and the home and away team's listings are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.~~
- ~~All bets include extra innings unless otherwise stated.~~
- ~~In 2-way markets push rules apply unless otherwise stated.~~

### MLB Wagers

- ◆ **Action Bets**—A wager on team vs. team regardless of the starting pitchers. Once a wager is placed, the odds are locked in, regardless of starting pitcher change(s) before the start of the game. Names of the starting pitchers in the selections are simply for informational purposes. The Action rules apply on wagers placed on all markets with the exception of the Listed Pitchers markets.
- ◆ **Listed Pitchers Bets**—A wager that specifies the starting pitchers for both teams or either team. The name(s) of the listed pitcher(s) who are relevant for the wager will be included in the market name. If one (or both) of the starting pitchers listed on the wager do not start, the wager is void. Note—any Listed Pitchers wagers will not be available for Cash Out when the game is live.
- ◆ **Live Betting**—If the live prop specifies the pitcher, the bet will stand only if the listed pitcher remains on the mound until the determination of the wager. If the pitcher is not specified in the market name, then all bets are action regardless of pitcher changes.

## Specific Market Rules

- ◆ **3-Way Moneyline**—Settled using the 4.5 innings rule. Extra innings do not count.
- ◆ **3-Way Handicaps/Alternative Run Lines**—Settled using 8.5 innings rule.
- ◆ **Team Totals/3-Way Totals/Alternative Totals**—Settled using 8.5 innings rule.
- ◆ **Most Hits/Total Hits/Team Hits (Full Game/FT)**—Settled using 8.5 innings rule.
- ◆ **3/5/7 Innings Totals**—Settled based on score after 3/5/7 full innings. 5/7 inning totals may be settled if the result is determined and the game is official.
- ◆ **3/5/7 Innings Moneyline**—The specified number of full innings must be completed for bets to have action. 5/7 Inning Moneyline may be settled if the home team is ahead at, or after the middle of the 5/7 inning.
- ◆ **3/5/7 Innings Run Line**—The specified number of full innings must be completed for bets to have action. 5/7 Inning run lines may be settled if the home team is ahead with the quoted run line applied at, or after the middle of the 5/7 inning.
- ◆ **1<sup>st</sup> Inning Markets**—Entirety of 1<sup>st</sup> inning must be completed for bets to have action.
- ◆ **Odd/Even Markets**—Settled using 8.5 innings rule. Zero is considered an even number.
- ◆ **1<sup>st</sup> 5 Innings/Moneyline**—Settled on result after 5 innings (4.5 innings if the home team is ahead), and the result at the end of the game. If the game ends in a tie, bets are void.
- ◆ **Winning Margin**—Settled using 8.5 innings rule. Extra innings included. For non-MLB games that can end in a tie, that option is available. If an MLB game ends in a tie when called/suspended, bets will be void.
- ◆ **Leader After X Innings**—X full innings must be completed for bets to have action, unless the home team is ahead at, or after, the middle of the X inning.
- ◆ **First to Score/Race to X Runs**—First team to reach the required number of runs is settled as the winner. Bets on “Neither” are settled using the 8.5 innings rule. If a tied game is called/suspended and the natural conclusion of a game requires a winner, bets on Race to Next Number will be void. Example: MLB Game is called/suspended at 3-3 after 10 innings, all bets on Race to 4 will be void. Race to 5/6/7/etc. will be settled as “Neither.”
- ◆ **Highest Scoring Interval**—Settled using 8.5 innings rule. Dead Heat rules apply. If the highest scoring inning occurs in the extra innings, bets on innings 1-9 will be void.

- ◆ **Highest Scoring Period**—Settled using 8.5 innings rule. Extra innings count.
- ◆ **Inning/Half Inning Markets**—The relevant full/half inning must be completed for bets to have action.
- ◆ **Team with Highest Scoring Inning**—8.5 innings rule applies. Settled based on the single highest scoring half-inning of the game. If both teams have the same highest score, “tie” is settled as the winner.
- ◆ **Team Scoring First Wins Game**—Settled if the game is official.
- ◆ **Team to Win Most Innings**—An inning will count towards this market if both teams have recorded three outs in an inning or the team batting second has scored more runs without recording three outs.
- ◆ **Last to Score**—Settled using 8.5 innings rule.
- ◆ **1st Hit/Home Run/etc. of the game**—Settled using 8.5 innings rule.

## Player Props

- ◆ On any pre-live prop, the player(s) must start, and either throw at least one pitch (if pitcher) or record at least one plate appearance (if position player) in the designated game for the bet to have action.
- ◆ For any live prop, the player(s) must either throw at least one pitch (if pitcher) or record at least one plate appearance (if position player) in the designated game for the bet to have action.
- ◆ For any pre-live props to have action, the game must go at least 9 innings (8.5 innings if home team is ahead), or 7 innings (6.5 innings if home team is ahead) in a 7-inning game, unless settlement has already been determined from an official, shortened, game.
- ◆ Head to head player props for a specific game will have action if those players are in the starting lineup, and the game becomes official.
- ◆ **Total Bases Propositions**—A batter is only credited for total bases if he hits a single (1 base), double (2 bases), triple (3 bases), or home run (4 bases).
- ◆ **Total Runs Allowed**—Includes earned and unearned runs.
- ◆ **Player with first Hit/HR/etc. of game**—Player must be in starting lineup, and game must be official, for bets to have action, unless the player who is wagered on is subbed in later and would be the winner of the market.
- ◆ **Plate Appearance Markets**—
  - **General Rules**

- [The Draft Props Markets \(Pro Basketball\) Markets](#) – The statistics from the league’s official ruling made by Major League Baseball on what constitutes a plate appearance for a given player governing body will be used for settlement purposes.
- [Draft Position Over/Under Markets](#) – If a player declares for the draft and goes undrafted, bets on the “Over” Selection will be settled as won. If a player does not declare for the draft or withdraws before the draft starts, bets on such player will be voided.

- Team to Draft Player Markets – This market will be settled based on the team announced at the podium as selecting the relevant player in the relevant draft. Only trades that impact which team is announced at the podium as drafting the relevant player will be considered for settlement purposes. Any trades that do not impact which team is announced at the podium as drafting the relevant player will not be considered for settlement purposes. For example only, at the podium it is announced that Player A was drafted by Team X with the 5th pick in the draft, and immediately after the announcement Team X trades Player A to Team Y. In this case, wagers on Team X will be settled as won, and all other Selections in this market will be settled as lost. For further example only, if before the 3rd pick of the draft it is announced that Team B is trading its 3rd pick of the draft to Team C, but Team B is still announced at the podium as having drafted Player D, wagers on Team B for this market will be settled as won, and all other Selections will be settled as lost. If the relevant player does not declare for or is not drafted in the relevant NBA Draft, bets on such player will be voided.
  - Number X Markets – If the player drafted as the specified pick was not a Selection at the time the bet was accepted by DraftKings, bets will be settled as lost.
  - Daily Props Markets – If the number of Games stated in the market title or header do not all reach their intended, natural, or normal end on the date specified for the bet, the bet will be voided.
  - Daily Player Markets – Except for markets labeled as “listed players only”, if the winning leading player is not listed as a Selection at the time the bet was accepted by DraftKings, bets will be settled as lost. For markets labeled as “listed players only”, such markets will be settled as the leading player out of the listed Selections offered for such bet at the time the bet was accepted by DraftKings.
  - Player to Reach Milestone Before, On, or After X Game and Player to Break Record Before, On, or After X Game Markets – If the applicable player does not accomplish the record or milestone specified for the bet in the season listed for the bet, bets on these markets will be voided unless settlement is already Unconditionally Determined. If the Game specified for the bet is not played on the date specified on the DraftKings Platform, such bet will be voided. If the player changes teams prior to accomplishing the record or milestone, bets on such player will be voided.
- Plate Appearance markets will all be void in the instance of an intentional walk.
  - ~~Plate Appearance Result Exact~~
    - “Reach on Error” includes: on error, failed fielder’s choice and catcher interference.



- A dropped third strike will be settled as a strikeout, regardless of the batter reaching safely.
- **Plate Appearance Result Grouped**
  - All bets on the specific market will be void in the following scenarios: error, failed fielder's choice, reaching base on a dropped third strike, and catcher interference.
- **Plate Appearance Result On Base**
  - "Yes" will be settled as the winner in the event the result of the specified player's plate appearance ends with that player being on any base or reaching home plate, and the half inning is not over (including reaching base in scenarios such as an error or fielder's choice, but excluding reaching via an intentional walk).
  - "No" will be settled as the winner in the event the result of the specified player's plate appearance ends with that player not being on base nor reaching home plate, or the half inning is over (including scenarios such as the player recording a hit but being thrown out trying to stretch a single into extra bases).
- **Plate Appearance Pitch Count**
  - Pitch timer violations do not count towards the settlement of this market.
- ◆ **Pitch Markets**
  - **General Rules**
    - The pitch must be in the specified inning, for the listed batter, and against the listed pitcher, in each case, as stated in the bet, otherwise the bet will be void.
    - Pitch markets will be void in the instance of an intentional ball/walk.
  - **Pitch Result**
    - Hit by pitch and pitch out are included in the settlement for "Ball".
    - "In Play" includes any type of hit (single, double, etc.) in addition to any batted ball which results in an out(s) being recorded.
    - Pitch timer violations do not count towards the settlement of this market.
  - **Pitch Speed**
    - Bets void if no official pitch speed is recorded.
    - Pitch timer violations do not count towards the settlement of this market.
- ◆ **Half Inning Markets**
  - **3 Batter On Base**
    - Predict the result of the plate appearance for each of the first three batters due in a half inning. The bet is whether each batter will reach base or not (e.g. "no|yes|no" means that the first and third batter of that half inning will not reach base, and the second batter will reach base).
    - Settlement of "Yes" and "No" within selections will be based on the same criteria set forth in "Plate Appearance Result Reach Base" above.
    - Pinch hitters and pitching changes do not void this market.
    - Market will be void in the instance of an intentional ball/walk.
  - **Number of Pitches Thrown**

- Pitch timer violations do not count towards the settlement of this market.

## Daily Specials

For all Daily Specials, all scheduled games (quantity listed in the market title) must be played to completion on the listed date and go at least 8.5 innings for bets to have action, unless settlement has already been determined as stated below:

- ~~“Game 1” or “Game 2”~~ will be used to denote games/teams with doubleheaders.
- **Daily Total Runs (Grand Salami)**—All bets have action if the “Over” selection is determined regardless of the quantity games played to completion.
- **Highest Scoring Team**—All bets have action if the highest scoring team played in an official game (regardless of length) and all other scheduled games went at least 8.5 innings.
- **Highest Scoring Game**—All bets have action if the highest scoring game is an official game (regardless of length) and all other games went at least 8.5 innings, or if the highest scoring game is suspended until a later date and all other games went at least 8.5 innings.
- ~~Will there be a Grand Slam/Player to hit for the cycle/etc.~~—All bets have action if the “Yes” selection is determined at any stage, regardless of the quantity of games played to completion.
- ~~Will there be a No Hitter/Perfect Game~~—All bets have action if the “Yes” selection is determined at any stage, regardless of the quantity of games played to completion.
- ~~Pitcher with most strikeouts/Player with most total bases/etc.~~—All bets have action if the winning pitcher/player played in an official game (regardless of length) and all other games went at least 8.5 innings, or the winning pitcher/player is unequivocally determined.
- **Any Team/Game to Score X+ Runs**—All bets have action if the “Yes” selection is determined at any stage, regardless of the quantity of games played to completion.

## Futures/Other Props

- **Futures (World Series/Pennant/Divisions/ Tournament Winner/Group Winner etc.)**—If the league/governing body officially declares a winner for the relevant season on the specified market, bets are action, regardless of season length, team relocation, team name change, playoff format, etc. (unless otherwise stated). In the event two or more teams are tied then the tie breaker procedures for the relevant league/governing body apply.
- **Regular Season Wins**—Team(s) listed on the wager must complete at least 98% of scheduled regular season games (using schedule from opening day) for bets to have action unless the remaining games during the season would not affect the result. Play in games do not count towards the regular season win total.
- **Regular Season Win %**—Team(s) listed on the wager must complete at least 1 game for bets to have action.
- **Regular Season Wins or %**—If Team(s) listed on the wager do not complete all scheduled regular season games, the win % listed on the wager will be used to grade the bet (Example: “ATL Braves Over 93.5 Wins or Over 57.7%.” The bet is on Braves Over 93.5

Wins. If the Braves do not play all scheduled regular season games, the bet is now on the Win %: Braves Over 57.1%). Play in games do not count towards settlement.

- ◆ **Player with Most HR/RBI/Wins/etc.** — All bets are action. Bets are action regardless of the number of games. Dead Heat rules apply.
- ◆ **Regular Season Player Props** — Player's opening day team must play at least 98% of scheduled regular season games (using schedule from opening day) for wager to have action unless the result is unequivocally determined in fewer games.
- ◆ **To Make the Playoffs/Tournament** — If the league does not begin a post-season for that respective season, bets will be void. If the number of teams that make the postseason, or postseason format, changes during the season, all bets will be void.
- ◆ **American/National League Winner** — Determined by the teams who progress to the World Series from each league.
- ◆ **Awards Markets** — All bets are action unless the award is not given (bets are void in this case). Dead Heat rules apply.
- ◆ **American/National League Wildcard** — Determined by the team(s) that win the Wildcard game(s) and advance.
- ◆ **Series Betting [Regular Season]** — All scheduled games in a specified series must be official for bets to have action, unless the result is already determined prior to all scheduled games in the specified series being official. Bets are action regardless of starting pitchers. Push rules apply.

### **Pre-live Same Game Parlays**

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Baseball specific rules also apply to pre-live Same Game Parlays.

## **Boxing**

For the purposes of these Boxing Sport Rules, any reference to “Fight” shall mean “Game” (as defined in the General Rules).

### **Schedule and Format Changes**

If a Fight starts but is not Concluded within 48 hours of the start of the Fight, bets on such Fight will be voided unless settlement is Unconditionally Determined.

Bets will not be voided solely because the number of rounds for the Fight is changed, unless settlement of a bet would be automatically determined due to the change in the number of rounds, in which case such bets will be voided. For example only, if a Fight scheduled for 12 rounds is changed to 10 rounds, bets involving the 11th and 12th rounds will be voided as well as bets on total rounds over 11 rounds.

### **General Boxing Settlement Rules**

- Unless the official results applicable to the settlement of a bet are changed by officials at the venue for the Fight or there is clear and convincing evidence that the information applicable to the settlement of a bet is incorrect, settlement will be determined using (i) the official announcement made in the ring after the Conclusion of the Fight, or (ii) where the official in-ring announcement at the Conclusion of the Fight does not include the information applicable to settlement of a bet, the information provided by the Fight’s official governing body at the time of the official in-ring announcement.
- For any knockdown markets related to *Rounds or Group of Rounds* markets, if the Fight ends prior to the applicable round (or group of rounds) the bet has been placed on, such bet will be settled as lost. For example only, if the Fight finishes in round five, and a bet was accepted by DraftKings on there being a knockdown in rounds 7-12, such bet will be settled as lost.

### **Live Same Game Parlays**

- ~~In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.~~
- ~~All Baseball specific rules also apply to live Same Game Parlays.~~

### **Settlement Rules**

- ~~All settlements are based on the statistics and results provided by the official website of the league’s governing body, or league’s official statistical provider, unless otherwise stated.~~
- ~~Player markets, or other statistically dependent markets, are settled when the game is final, and when the necessary statistics are readily available on the league’s official~~

~~website, or by the official statistical provider of the league. Any subsequent statistical changes after these markets are settled will not result in a re-settlement.~~

- ~~• In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.~~

## Boxing

### General Rules

- ◆ If the fight does not take place as scheduled and is not played on the same date (local time), all bets are void. The exception is if we advertise an incorrect start time or if a fight is offered using an expected date before the exact date is known. Once an official announcement is made regarding the fight date, the fight will be corrected to the official date and will be subject to normal rules.
- ◆ All bets will be settled on the official result announced at the end of the fight. Subsequent appeals/amendments do not affect settlement (unless the amendment was made due to human error when announcing the result).
- ◆ The bell sound is the sign for the beginning of the first round for betting purposes. When a fighter fails to answer the bell for the next round, his opponent will be deemed to have won in the previous round.
- ◆ In declaration of a “No Contest” or “Technical Draw,” all bets will be void and wagers will be refunded, with the exception of markets where the outcome has already been determined.

### Specific Market Rules

- ◆ **Fight Winner**—All bets will be valid regardless of changes to the number of rounds to be fought. Declaration of a draw— all bets will be void and wagers will be refunded, except as otherwise stated (e.g. 3-Way Moneyline bets). This includes a fight which ends in a Majority Draw. In the event a fight has scheduled extra rounds and it ends in a draw, all bets will be settled on the result at the end of the additional round(s).
- ◆ **Method of Victory/Fight Outcome**—In the event the scheduled number of rounds changes for a fight, all Method of Victory or Fight Outcome bets for the fight will stand unless otherwise stated.
  - ~~Draw or Technical Draw~~—Draw is scorecard draw. Technical Draw is if the referee stops the fight before the start of the 5th round, for any reason other than Knockout, Technical Knockout or disqualification, and results in all bets being void.
  - ~~Knockout~~—Knockout is when the boxer does not stand up after a 10 count. Technical Knockout is the 3 knockdown rule or if the referee steps in. Any corner retirement will be considered a technical knockout unless the fight is subsequently decided by the judges’ scorecards, or is declared a No Contest.
  - **Technical Decision**—Decision is on scorecard points between the judges. Technical Decision is settled by the judges’ scorecards at any time other than at the end of the scheduled rounds. In the event of a Technical Decision before the end of the fight, all markets that can be settled as Decision will be settled as Decision.

- ◆ **Total Rounds**—In the event the scheduled number of rounds changes for a fight, all Total Rounds bets on the fight will stand unless otherwise stated or unless the result would be automatically determined by the change to the number of rounds, in such a case the bet will

be void. For example, in the event a bet is placed on 10.5 Total Rounds when the fight is initially scheduled for 12 rounds, but then the fight is changed to 10 rounds, the bet on 10.5 Total Rounds will be void. In the event of a Technical Decision being declared, then settlement of the market will be based on the time the fight is stopped. For settlement purposes, In the case of Fights with 3-minute rounds, for markets where a half round is stated, ~~then 1 minute~~ 3090 seconds of the respective round will define the half to determine ~~under or over~~ or under. For example only, ~~over~~ 90 seconds into the 7th round of a ~~boxing fight~~ Fight will equal over 6.5 rounds. In the case of ~~fights~~ Fights with ~~two-minute~~ 2-minute rounds, where a half round is stated, then ~~1~~ one minute of the respective round will define the half to determine ~~under or over~~ or under.

- ~~Knockdown Betting~~ – For settlement purposes a knockdown is defined as a fighter being KO'd or receiving a mandatory 8 count (anything deemed a slip by the referee will not count). For any Knockdown markets related to Rounds or Group of Rounds, in the event the fight ends prior to the round (or group of rounds) that the bet has been placed on, bets will be settled as lost. For example, if the fight finishes in round 5 and a bet is placed on there being a knockdown in rounds 7-12 then the bet will be settled as lost.
- ~~Round or Group of Rounds Betting~~ – In the event the scheduled number of rounds changes for a fight, all Round or Group of Rounds bets on the fight will stand unless otherwise stated or the result would be automatically determined by the change to the number of rounds, in such a case the bet will be void. For example, in the event a bet is placed on Round 12 when the fight is initially scheduled for 12 rounds, but then the fight is changed to 10 rounds, the bet on Round 12 will be void. Betting on rounds or groups of rounds is for a fighter to win by KO, TKO or disqualification during that round or group of rounds. In the event of a Technical Decision before the end of the fight, all bets will be settled as a win by Decision.

- If a no contest or technical draw has been declared in a Fight before four rounds have been completed, all bets on such Fight will be voided unless settlement is already Unconditionally Determined.

#### Market Specific Boxing Settlement Rules

- Round Betting and When the Fight Will End Markets
  - If a Fight stops between rounds prior to the sound (for example only, bell) that starts the next round, the Fight will be deemed to have stopped in the prior round for settlement purposes.
  - Fights will only be deemed to Go the Distance if the full number of rounds for the Fight, as officially scheduled at the start of the Fight, are completed, regardless of which fighter wins the Fight.

- If a technical decision is declared, the round that the Fight was stopped in will be used for settlement purposes.
- For *Round Betting Markets* only, if technical decision is a Selection for a bet and the Fight ends in a technical decision, only bets on the Selection "Technical Decision" will be settled as won, and bets on all other Selections will be settled as lost, regardless of the round in which the technical decision occurred.



## Competitive Eating

### Schedule and Format Changes

Except for *Futures Markets*, if a Game does not start, or the Game's official governing body announces that such Game will not start, within seven calendar days of the Game's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

~~◆ **What Round Will Fight End/When Will the Fight End**—In the event the scheduled number of rounds changes for a fight, all What Round Will Fight End or When Will the Fight End bets on the fight will stand unless otherwise stated or the result would be automatically determined by the change to the number of rounds, in such a case the bet will be void. For example, in the event a bet is placed on Round 12 when the fight is initially scheduled for 12 rounds, but then the fight is changed to 10 rounds, the bet on Round 12 will be void. 'Fight To Go The Distance' covers the fight being decided by Points, or ending in a Draw after the scheduled number of rounds. In the event of a Technical Decision being declared, settlement of both markets will be based on the time the fight was stopped.~~  
Except for *Futures Markets*, if a Game starts but does not reach its normal, natural, or intended end within seven calendar days (local venue time) of the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within seven calendar days (local venue time) from the Game's last instance of play, bets on *Moneyline Markets* for such full Game will be voided (regardless of a winner for such Game being declared, a participant or team in the Game advancing to the next stage of the Competition, or a participant or team in the Game being declared the champion) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

- ~~◆ **Punch Stats**—All punch stat markets will be settled on data provided by CompuBox and according to the below definitions. For punch stat markets, the scoring area consists of the head and torso:~~
- ~~○ **Thrown Punches**—Any punch attempt at the scoring area of an opponent.~~
  - ~~○ **Jab**—A straight punch with a fighter's lead hand.~~
  - ~~○ **Power Punch**—Any non-jab punch such as uppercuts, crosses and hooks.~~
  - ~~○ **Landed Punches**—A punch that lands inside the scoring area. A landed punch can be a deflected punch as well as a direct hit, providing it ultimately connects to the scoring area.~~
  - ~~○ **Head/Body Punch Landed**—Includes Jab and Power Punches categorized based on where in the scoring area the punch lands~~

### **Settlement Rules**

- ~~All settlements are based on the statistics and results provided by the official website of the league's/competition governing body, unless otherwise stated. For Boxing, [www.boxrec.com](http://www.boxrec.com) is used.~~

## Cricket

For bets on a *Futures Market*, if the Event is not Concluded within 10 calendar days (local venue time) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on *Futures Markets* for such Event will be voided unless settlement is already Unconditionally Determined. If the Event starts, is then Interrupted, but is Concluded within seven calendar days (local venue time) of the Event's last instance of play, bets on *Futures Markets* for that Event will be settled based on the winner declared by the Event's official governing body, the participant advanced to the next stage of the Competition (if no winner of the Event is declared, but a participant in the Event is advanced to the next stage of the Competition), or the participant declared champion by the Event's official governing body (if the Event is a final or championship). If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

## Cricket

For the purposes of these Cricket Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### Schedule and Format Changes

- ~~All matches must~~ Except for Futures Markets or a bet on a Competition, if a Match does not start on the ~~scheduled~~ date scheduled for the Match (local stadium time) ~~for bets to have action.~~
- ~~All bets on a match which starts but is then abandoned or postponed matches will be void unless the match is rearranged and played on the same date (local time) unless settlement has already been determined or unless it is otherwise stated in the rules. An exception is made if such Match will be voided, unless the Match is played on any official reserve day(s). Bets for a Match will not be voided solely because an incorrect start date and/or time is ~~announced on our website~~ specified for the Match on the DraftKings Platform.~~
- ~~In the event a match venue is changed, bets already placed will stand as long as the home team is still designated as the home team. In the event the home and away team for a listed match are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.~~

### General Cricket Settlement Rules

- ~~Test Matches / First Class Matches~~ Bets stand where at least one delivery has been bowled. In Test Matches, if the official result is a tie, draw bets A “Tie” in a cricket Match refers to both teams finishing with the same score, and a “Draw” refers to an incomplete Match where a draw result is issued by the Match’s official governing body. If “Draw” was offered as a Selection and the Match Concludes in a Tie, bets on the Selection “Draw” will be settled as ~~losers and the match~~ lost and all other remaining Selections will be settled ~~under~~ using Dead Heat Reduction rules.
- ~~In County Championship, Sheffield Shield, and Plunket Shield matches where the Draw is NOT offered as a selection, all~~ a Match where a bowl off or super over determines the winner of the Match, bets will be settled ~~as push when there is a Draw. For all Three/Four/Five Day matches, a minimum of 50 overs must be bowled, with the exception of teams being all out or declaring, otherwise all bets will be void unless settlement has already been determined. In the event of an inning being forfeited, all bets will be void unless settlement has already been determined. Subject to the above rules, all bets will stand regardless of delays and interruption caused by adverse weather.~~ on the official result for the Match declared by the Match’s official governing body. In the case of a Tie, if the official Match rules do not determine a winner, then Dead Heat Reduction rules will apply.

● ~~One Day (50/40 Overs) / Twenty20 / T10 / 100-Ball Competitions~~ – In matches affected by adverse weather, bets will be governed by the official competition rules except if a match is decided upon by either a bowl out or the toss of a coin, in which case all bets will be void unless settlement has already been determined or unless it is an elimination match. In the event of a change of opponent from the one advertised, all bets will be void. Where tie is not offered as a selection and the official competition rules determine a winner/progressing side, all bets will be settled on the official result. In competitions where a super over determines a winner, all bets will be settled on the official result.

● ~~The Hundred~~ – An over will consist of 5 legal deliveries, so a full innings will be made up of 20 overs. All other rules remain the same as other formats unless otherwise specified within the specific market rules section.

- When a player leaves the field as a substitute, such substitution will not count as a wicket for settlement purposes. If the player who left the field does not return, any bets on such player will be settled based on the statistics at the time the player left the field. When a player enters the Match as a substitute, both the player entering the Match and the player replaced will be deemed to have played a full part in the Match for settlement purposes.
- A player being sent off is considered a retired out and will be deemed a wicket for settlement purposes.
- Penalty runs added to a team's total after the start of the other team's innings will not count towards settlement of markets in the previous innings.
- For The Hundred format, an over will consist of five legal deliveries, so a full innings will be made up of 20 overs.
- ~~Boundaries, extras, runs, and wickets scored/~~ runs, and wickets scored ~~or~~ taking place ~~inplace in~~ in a super over do not count ~~unless otherwise stated~~ for settlement purposes.

### **Specific-Market Specific Cricket Settlement Rules**

- Moneyline Markets – If a Match is abandoned, including, but not limited to, due to bad weather, and no official result for the Match is declared by the Match's official governing body, bets on such Match will be voided. If a Match is abandoned but the Match's official governing body declares a result using an official method (i.e., the Duckworth-Lewis-Stern method for a limited-overs match), the result for the Match declared by the match's official governing body will be used for settlement purposes.
- ~~Draw No Bet~~ Markets – Predict which team will be the winner. ~~In the case of a draw, all~~ If a Match ends in a Draw ~~No Bet,~~ bets on such Match will be settled as ~~push. In the event a match is abandoned, all Draw No Bet bets will be void.~~ Push.

- ~~Double Chance~~ Markets – Predict the ~~match~~Match result to be ~~either one~~ of ~~the three~~ ~~options given~~Selections. Bets will ~~stand~~be settled on the official result of the Match, provided at least one delivery has been bowled in the Match.
- ~~Tied Match~~ Markets – Predict if the ~~match~~Match will ~~finish~~Conclude in a ~~tie~~Tie. Bets will stand on official ~~result~~results except ~~in the event~~if no delivery has been bowled in the Match. If the Match is abandoned or there is no official result, bets on that Match will be voided. Settlement is only related to the allotted overs for the ~~match~~Match and does not include the outcome of a super over.
- ~~Innings Runs~~ Markets
  - ~~Test and First-Class Matches~~ – ~~In the event~~if a team declares, that innings will be considered complete for ~~the settlement~~ purposes ~~of settlement~~, and settlement will be based on the official score, regardless of the number of wickets lost. ~~In drawn matches, all~~For Test and First-Class Matches that end in a Draw, all bets on Innings Runs ~~bets~~Markets for that Match will be ~~void in the event~~voided if fewer than ~~two hundred~~ (200) overs are bowled or ~~in the event less~~if fewer than ~~sixty~~ (60) overs have been bowled in an incomplete innings, in each case, unless settlement ~~has~~is already ~~been determined~~Unconditionally Determined.
  - ~~Limited Overs Matches~~ (for example only, One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – ~~All Innings Runs bets will be void in the event~~if at least ~~eighty percent~~ (80%) of the scheduled overs ~~were for the Match are~~ not completed due to external factors, including, ~~without limitation~~but not limited to, bad weather, bets on Innings Runs Markets on that Match will be voided unless settlement ~~has~~is already ~~been determined~~Unconditionally Determined before the reduction of the scheduled overs. Bets placed on future innings will remain valid regardless of the runs scored in any current or previous innings.
- ~~Innings Total Fours/Sixes~~ Markets
  - Predict whether the total number of fours/sixes in the innings will be over or under a specified figure. Only fours and sixes scored off the bat (off any delivery – legal or not) will count towards the total innings' fours and sixes for settlement purposes. Overthrows, all run fours, and extras do not count for settlement purposes.
  - ~~Test and First-Class Matches~~ – ~~In drawn matches, all Innings Total Fours/Sixes~~If a Match ends in a Draw, bets on such Match will be ~~void in the event~~voided if fewer than ~~two hundred~~ (200) overs are bowled, unless settlement ~~has~~is already ~~been determined~~Unconditionally Determined.

- ~~○ Limited Overs Matches (for example only, One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – All Innings Total Fours/Sixes bets will be void in the event~~ If at least ~~eighty percent (80%)~~ of the scheduled overs ~~were~~ for a Match are not completed due to external factors, including, ~~without limitation~~ but not limited to, bad weather, bets on that Match will be voided unless settlement ~~has~~ is already ~~been determined~~ Unconditionally Determined before the reduction of the scheduled overs.
- ~~Both Teams to Score 'X' Runs~~ Markets – Predict if both teams ~~combined~~ will score the specified number of runs. Each inning will be determined to be complete if at least 80% of the ~~scheduled~~ overs scheduled, at the time ~~of placing~~ the bet was accepted by DraftKings, have been bowled. If both innings are not determined complete ~~all bets on this market are action~~.  
~~In drawn First Class matches, bets will be void, bets on such innings will be voided. For First-Class Matches that are Drawn, bets on such Match will be voided~~ if fewer than 100 overs have been bowled in either team's ~~first inning~~ 1st innings, unless settlement ~~of the bet has~~ is already ~~been determined~~ Unconditionally Determined. Only runs scored in the ~~first inning~~ 1st innings count for settlement purposes. If a team declares, that ~~inning~~ innings will be considered complete for the settlement purposes.
- ~~1<sup>st</sup> Xth Grouped Overs Runs~~ Markets – Predict how many runs will be scored in the specified number of overs. ~~In the event~~ If the specified number of overs ~~are~~ is not completed, ~~all 1<sup>st</sup> Xth Overs Runs bets on that Event will be void~~ voided, unless the team is all out, declares, reaches ~~their target~~ its target, or settlement ~~of the bet has already been determined. In One Day Matches, Twenty20 Matches and T10 Matches, all 1<sup>st</sup> Xth Overs Runs bets will be void in the event the total innings is reduced at any stage to less than eighty percent (80%) of the stated maximum overs~~ is already Unconditionally Determined. Extras and penalty runs in the particular group of overs count towards runs for that group of overs for settlement purposes. In Limited Overs Matches, bets on a Match will be voided if it was not possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was placed accepted by DraftKings, due to external factors, including, but not limited to, bad weather, unless settlement ~~has~~ is already ~~been determined~~ Unconditionally Determined before the reduction of scheduled overs. In these cases, a new market may be created for the same group of overs.
- ~~1<sup>st</sup> Xth Grouped Overs Runs~~ Runs (5 Balls) – Predict Markets – Predict how many runs will be scored in the ~~specified~~ number of overs (5 balls). ~~In the event the~~ specified for the bet. If the number of overs ~~are~~ specified for the bet is not completed, all ~~1<sup>st</sup> Xth bets on Grouped Overs Runs (5 Balls) bets will be void~~ Markets will be voided for such Event, unless the team is all out, declares, reaches ~~their target~~ its target, or settlement ~~has already been determined. In 100-Ball Matches, all 1<sup>st</sup> Xth Overs Runs (5 Balls) bets will be void in the event the total innings~~

~~is reduced at any stage to less than eighty percent (80%) of the stated maximum overs~~ is already Unconditionally Determined. Extras and penalty runs in the particular group of overs count towards runs for that group for settlement purposes. In 100-ball Matches, bets will be voided if it was not possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was ~~placed~~ accepted by DraftKings, due to external factors, including, but not limited to, bad weather, unless settlement ~~has of the bet is~~ already been determined Unconditionally Determined before the reduction ~~of the scheduled overs~~. In these cases, a new market may be created for the same group of overs.

- ~~Session Runs~~ Markets – Predict how many runs will be scored in the specific session. The ~~result is determined by the~~ total number of runs scored is used for settlement purposes, regardless of which team has scored them. ~~In the event~~ if fewer than ~~twenty (20)~~ overs are bowled in a session, ~~all Session Runs bets on that session~~ will be void unless settlement ~~has is~~ already been determined Unconditionally Determined.
- ~~Fall of Next~~ <sup>1<sup>st</sup></sup> Next Wicket Markets – Predict whether the 1<sup>st</sup> ~~or~~ next wicket will fall before or after a specified number of runs ~~have~~ has been scored. ~~In the event~~ if the batting team reaches the end of ~~their~~ its allotted overs, reaches ~~their~~ its target, or declares before the specified wicket falls, the ~~result will be the total amassed. In the event~~ final score will be used for settlement purposes. If a batter retires hurt, all ~~Fall of the Next Wicket bets struck~~ on that wicket are carried over onto the next partnership until a wicket falls. ~~In the event~~ if a batter retires out ~~all Fall of the Next Wicket bets struck~~ on the wicket, all bets will be settled as normal.
- ~~Test and First-Class Matches~~ – In ~~drawn matches, all Fall of the Next Wicket bets will be void in the event~~ Drawn Matches, if fewer than 200 ~~hundred (200)~~ overs are bowled, bets will be voided unless settlement ~~has is~~ already been determined Unconditionally Determined.
- ~~Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches)~~ – ~~All Fall of the Next Wicket bets will be void in the event~~ if at least ~~eighty percent (80%)~~ of the scheduled overs are not completed due to external factors, including, ~~without limitation~~ but not limited to, bad weather, bets will be voided unless settlement ~~had is~~ already been determined Unconditionally Determined or goes on to be ~~determined Unconditionally Determined~~. Settlement will be considered ~~determined in the event~~ Unconditionally Determined if the line at which the bet was placed is passed or the wicket in question falls.
- ~~Next Over Runs~~ Markets – Predict the total runs scored during the next over of the ~~match~~. Extras and penalty runs will be included. ~~In the event the over is not completed, all bets will be void, unless the team is all out, declares, reaches their target, or settlement has already~~



~~been determined.~~ Match. If the specified over is not completed, bets on that over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case all bets will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets on such over will be voided. Extras and penalty runs in the particular over count as runs scored in that over of the Match for settlement purposes, unless penalty runs cause the innings or Match to end before a ball is bowled in the over, in which case bets on such over will be voided. If a run out occurs in the bowler's run up to end the Match, and no deliveries have been completed in that over, bets on that over will be voided.

- *Next Over Runs (5 Balls)* Markets – Predict the total runs scored during the next over (5 over five balls) of a 100-Ball match. Extras and penalty runs will be included. In the event the over (5 balls) is not completed, all bets will be void, unless the team is all out, declares, reaches their target, or settlement has already been determined. Ball Match. If the specified over is not completed, bets on such over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case bets on that over will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets will be voided. Extras and penalty runs in the particular over count towards runs scored in that over for settlement purposes, unless penalty runs cause the innings or Match end before a ball is bowled in the over, in which case bets on such over will be voided. If a run out occurs in the bowler's run up to end the Match, and no deliveries have been completed in that over, bets on such over will be voided.
- *Next Over Wicket? (Yes/No)* ~~For settlement purposes, any~~ Markets – Any wicket ~~will count~~, including run outs, will count for settlement purposes. A batter retiring hurt does not count as a wicket. ~~In the event~~ for settlement purposes. If a batter is timed out or retired out, the wicket is deemed to have taken place on the previous ball. ~~The~~ for settlement purposes. If the specified over ~~must be~~ is not completed ~~for~~, bets ~~to stand~~ on that over will be voided unless settlement ~~has~~ is already ~~been determined. In the event~~ Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, ~~without limitation but not limited to~~, bad weather, in which case ~~all~~ bets on that over will be ~~void, voided~~ unless settlement ~~has~~ is already ~~been determined. In the event~~ Unconditionally Determined. If the over does not commence for any reason, ~~all Next Over Wicket (Yes/No) bets will be void. bets on such over will be voided. If a run out occurs in the bowler's run up, a wicket is deemed to have taken place in that bowler's over for settlement purposes.~~

- *Next Over Odd/Even* ~~–Zero will be deemed to be an even number. The~~ *Markets – If the* specified over ~~must be~~ is not completed ~~for~~, bets ~~to stand~~ will be voided unless settlement ~~has~~ is already ~~been determined. In the event~~ Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, ~~without limitation~~ but not limited to, bad weather, in which case ~~all~~ bets on that over will be ~~void~~ voided unless settlement ~~has~~ is already ~~been determined. In the event~~ Unconditionally Determined. If the over does not commence for any reason, ~~all Next Over Odd/Even~~ bets on such over will be ~~void~~ voided. Extras and penalty runs in the particular over count ~~towards settlement~~ as runs scored in that over for settlement purposes, unless penalty runs cause the innings or Match to end before a ball is bowled in the over, in which case bets on that over will be voided.
- *Runs Off Delivery* *Markets* – The ~~settlement will be determined by the~~ number of runs added to the team total, off the ~~specified~~ delivery. ~~For~~ specified for the bet, will be used for settlement purposes, ~~all~~ All illegal balls count as deliveries for settlement purposes. For example only, if any over starts with a wide, then ~~1~~ one run for the wide delivery will be the settlement for the ~~first~~ 1st delivery, despite there being no legal ball bowled. The next ball will be deemed as delivery ~~2~~ two for that over. ~~In the event~~ for settlement purposes. If a delivery leads to a free hit or a free hit is re-bowled because of an illegal delivery, the runs scored off the additional delivery do not count for settlement purposes. All runs, whether off the bat or not, are included for settlement purposes. For example only, a wide with three extra runs taken equates to ~~4~~ four runs in total off that ~~specified~~ delivery for settlement purposes.
- *Wicket Off Delivery* *Markets* – Predict whether a wicket will fall in the ~~specified~~ delivery. ~~The~~ specified for the bet. If the delivery ~~must be~~ specified for the bet is not completed ~~for~~, bets ~~to stand. For settlement purposes, any~~ on that delivery will be voided. Any wicket ~~will count~~, including, ~~but not limited to~~, run outs. ~~In the event~~, will count as a wicket for settlement purposes. If a batter is ~~retired hurt~~, the wicket does not count. ~~In the event~~ for settlement purposes. If a batter is ~~timed out~~ or ~~retired out~~, the wicket is deemed to have taken place on the previous ball for settlement purposes.
- *Batter Total Runs*, *Batter Milestone Runs*, *Batter To Score 50+ Runs*, ~~and~~ *Batter To Score 100+ Runs* *Markets* – Predict whether the named batter will score more or less than ~~a~~ specified the total number of runs specified for the bet. Bets will ~~stand after the specified~~ be voided if the named batter has not faced one delivery or is ~~given~~ not out without facing a delivery. ~~In~~ in the ~~event~~ a Match. If the named batter finishes the innings not out as a result of a declaration, the team reaching the end of ~~their~~ its allotted overs, or the team reaching ~~their~~ its target, the named batter's score will be the final result. ~~In the event~~ a for settlement purposes. If the named batter retires hurt, but returns later, the total runs scored by that batter in the innings will count. ~~In the event~~ a for settlement purposes. If the named batter

does not return later, ~~the final result will be as it stood when the~~ in the Match, the statistics at the time that batter retired will be used for settlement purposes.

○ ~~Test and First-Class Matches – In drawn matches, all Batter Total Runs bets will be void in the event~~ Drawn Matches, if fewer than ~~two hundred (200)~~ overs are bowled, for such Match, bets on that Match will be voided unless settlement has already ~~been determined~~ Unconditionally Determined.

○ ~~Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – All Batter Total Runs bets will be void in the event~~ If at least ~~eighty percent (80%)~~ of the scheduled overs ~~is~~ are not completed in either innings due to external factors, including, ~~without limitation~~ but not limited to, bad weather, bets on that Match will be voided unless settlement has already ~~been determined~~ Unconditionally Determined, or goes on to be ~~determined~~ Unconditionally Determined. Settlement will be ~~determined in the event~~ Unconditionally Determined if the line at which the bet was ~~placed~~ accepted by DraftKings is passed or the batter is dismissed.

- Batter Total Fours/Sixes Markets – Predict whether the named batter will score more or less fours/sixes than ~~a specified~~ the total specified for the bet. Only fours/sixes scored from the bat (off any delivery – legal or not) will count towards the total fours/sixes for settlement purposes. Overthrows, all run fours, and extras do not count as fours/sixes scored for settlement purposes. Bets will ~~stand after~~ be voided if the specified batter has not faced one delivery or is ~~given not~~ out without facing a delivery. ~~In in the event~~ Match. If a batter finishes the innings not out as a result of a declaration, the team reaching the end of ~~their~~ its allotted overs, or the team reaching ~~their~~ its target, the named batter's number of fours/sixes ~~will be the final result. In the event a~~ at the point of the declaration, the team reaching the end of its allotted overs, or the team reaching its target will be used for settlement purposes. If the named batter retires hurt, but returns later, the total fours/sixes scored by that batter in the innings will count. ~~In the event a~~ for settlement purposes. If the named batter does not return later, in the final result will be as it stood when Match, that batter's number of fours/sixes at the point the batter retired will be used of settlement purposes.

○ ~~Test and First-Class Matches – In drawn matches, all Batter Total Fours/Sixes bets will be void in the event~~ Drawn Matches, if fewer than ~~two hundred (200)~~ overs are bowled, in the Match, bets on such Match will be voided unless settlement has already ~~been determined~~ Unconditionally Determined.

○ ~~Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – All Batter Total Fours/Sixes bets will be void in the event~~ If at least ~~eighty percent (80%)~~ of the scheduled overs have not been completed in either innings due to external factors, including, ~~without limitation~~ but not limited to, bad weather, bets on that Match will be voided unless settlement has already ~~been determined~~ Unconditionally

Determined, or goes on to be ~~determined~~Unconditionally Determined. Settlement will be ~~determined in the event~~Unconditionally Determined if the line at which the bet was ~~placed~~accepted by DraftKings is passed or the batter is dismissed.

- *Next Batter Out Markets* – Predict which batter will be the next batter to be out. ~~In the event~~If either batter specified for the bet retires hurt or the batters at the crease are different from those ~~listed~~specified for the bet, bets placed on both batters will be ~~void~~voided. ~~If~~If no further wickets fall, ~~all bets will be void~~ after the bet was accepted by DraftKings, bets for this market will be voided.
- *Batter Method of Dismissal (Out) Markets* – Predict the method by which the ~~specified~~ batter specified for the bet will be out. ~~In~~If the ~~event the specified~~ batter specified for the bet is not out, ~~all bets are void~~. ~~In the event the specified batter~~ on that batter will be voided. ~~If the batter specified for the bet~~ retires, and does not return to bat later in the Match, all bets ~~are void~~. ~~In the event~~ on such batter will be voided. Bets will not be voided solely because the batter ~~does return~~specified for the bet returns to bat later in the Match and is out, ~~bets will stand~~. Caught and bowled is included in fielder catch for settlement purposes.
- *Last Batter Standing Markets* – Predict which batter will be ‘not out’ at the completion of the innings. ~~In the event~~If there are two or more batters who are ‘not out’ upon completion of the innings, ~~the winner for settlement purposes will be~~ the last batter to face a delivery (legal or not) will be considered the batter not out at the completion of the innings for settlement purposes. Players will ~~not~~ be deemed to have been ‘not out’ ~~in the event for settlement purposes if~~ they were no longer at the crease having retired hurt or did not bat. ~~In the event~~If more than 11 players bat, ~~the market will be void~~. ~~In limited overs matches, bets on Last Batter Standing will be void in the event in an innings, bets for that innings will be voided~~. In a Limited Overs Match, bets on such Match will be voided if the innings ~~has~~have been reduced in any way due to external factors, including, ~~without limitation~~but not limited to, bad weather. ~~All players who played~~If a Selection does not Participate in the innings, bets on such Selection will be voided. A bet on a Selection that Participated in the innings will ~~be settled, including substitutes~~not be voided solely due to the Selection being a substitute.
- *Both Batters to Score a Boundary In Over Markets* – Predict if both batters will score a boundary in the over. ~~The~~ specified ~~over must be~~ for the bet. ~~If the over specified for the bet is not~~ completed ~~for~~, ~~bets to stand on such over will be voided~~ unless settlement ~~has~~is already ~~been determined~~. ~~In the event~~Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, ~~without limitation~~but not limited to, bad weather, in which case ~~all~~ bets on such over will be ~~void~~voided unless settlement ~~has~~is already ~~been determined~~. ~~In the event~~Unconditionally Determined. ~~If~~ the over specified for the bet does not commence for any reason, ~~all Both Batters to Score a Boundary In Over~~ bets on such over

will be ~~void~~voided. Both fours and ~~sixes count as boundaries. Only fours or~~ sixes scored from the bat (off any delivery – legal or not) will count as a boundary for settlement purposes. Overthrows, all run fours, and extras do not count as a boundary for settlement purposes. Bets will ~~settle regardless of whether or not either specified batter is~~not be voided solely because either batter specified for the bet being dismissed or ‘retired hurt’ before the over commences.

- *Both Four and Six to Be Scored in an Over* Markets – Predict if both a four ~~or~~and a six will be scored in the over. ~~The specified over must be~~for the bet. If the over specified for the bet is not completed ~~for~~on that over will be voided unless settlement has already ~~been determined. In the event~~Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, ~~without limitation~~but not limited to, bad weather, in which case all bets on that over will be ~~void~~voided unless settlement has already ~~been determined. In the event~~Unconditionally Determined. If the over specified for the bet does not commence for any reason, all ~~Both Four and Six to Be Scored in an Over~~ bets on that over will be ~~void~~voided. Only fours or sixes scored from the bat (off any delivery – legal or not) will count for settlement purposes. Overthrows, all run fours, and extras do not count as a four or six for settlement purposes.
- *Bowler Total Wickets* –~~Bet on~~Markets – Predict whether the named bowler will take ~~more or less~~a greater or fewer number of wickets than ~~a specified~~the total number of wickets specified for the bet. In all forms of cricket, if the named bowler ~~must~~does not bowl at least one (1) delivery ~~for~~on such bowler will be voided. Bets on a Limited Overs Match will be voided if at least ~~eighty percent (80%)~~ of the scheduled overs have not been completed in the relevant innings due to external factors, including, ~~without limitation~~but not limited to, bad weather, unless settlement has already ~~been determined~~Unconditionally Determined. Settlement will be considered ~~determined in the event~~Unconditionally Determined if the line at which the bet was ~~placed~~accepted by DraftKings is passed. In ~~drawn First Class matches~~a Drawn First-Class Match, bets on such Match will be ~~void~~voided if fewer than 200 overs have been bowled in the Match, unless the named player’s bowling innings is complete. Wickets taken in a super over will not count for settlement purposes.
- *A 50/100 Score in the Match* Market – Predict whether there will be a 50/100 score in the match. ~~The following minimum number of overs must be scheduled, and there must be an official result (Duckworth – Lewis counts) otherwise all bets are void, unless settlement has already been determined.~~Match. Any score of a 50 and above in the Match counts as a 50 for settlement purposes. Any score of 100 and above in the Match counts as a 100 for settlement purposes.

○ ~~Test and First-Class Matches – In drawn matches, all 50/100 Score in In Drawn Matches, bets on~~ the Match ~~bets~~ will be ~~void if fewer~~ voided if fewer than ~~two hundred (200)~~ overs are bowled, ~~unless settlement has in the Match, unless settlement is~~ already been determined Unconditionally Determined.

○ ~~Limited Overs Matches – All 50/100 Score in the Match bets will be void in the event the number~~ Matches – Bets on the Match will be voided if it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, unless settlement is already Unconditionally Determined before the reduction of scheduled overs ~~or balls per innings is not at least equal to the values stated below for the applicable format and there has been an official result (including if the Duckworth-Lewis-Stern method has been called into play) unless settlement has already been determined.~~

■ ~~One Day Matches – 40 overs.~~

■ ~~Twenty20 Matches – 20 overs.~~

■ ~~T10 Matches – 10 overs.~~

■ ~~100-Ball Matches – 100 balls.~~

● ~~A 50/100 Score in the 1st Innings – Bets are struck on~~ Markets – Any score of 50 and above counts as a 50 for settlement purposes. Any score of 100 and above counts as a 100 for settlement purposes. Only scores of 50 and above and 100 and above scored in the 1st innings of the ~~match, the settlement of which is determined~~ Match by the team batting 1<sup>st</sup> ~~(as opposed to both teams), will count for settlement purposes.~~ The applicable innings must be completed (declarations count); for settlement purposes; otherwise ~~all~~ bets on such Event will be ~~void~~ voided unless settlement has already ~~been determined~~ Unconditionally Determined.

● ~~Top Batter in Innings – Bets are settled on the~~ Markets – predict which player ~~with~~ will have the highest individual score in a team's innings. In ~~limited over matches~~ Limited Over Matches, bets ~~on Top Batter in Innings~~ will be ~~void in the event~~ voided if at least 50% of the overs scheduled to have been bowled at the time of bet placement could not be completed, due to external factors, including, ~~without limitation~~ but not limited to, bad weather.

○ ~~Pre-Live top batter bets for First-Class matches apply only to the first innings of each team and will be void if fewer than 200 overs have been bowled, unless settlement has been determined. In the event a player was named at the toss, but later removed as a 'concussion substitute', the player will still be counted, in addition to the replacement player.~~

○ Pre-Match bets on First-Class Matches apply only to the 1st innings of each team, and if fewer than 200 overs have been bowled in such Match, bets on that Match will be voided

unless settlement is already Unconditionally Determined. If a player was named at the toss, but later removed as a concussion substitute, bets on such removed player and substitute player will not be voided solely because the player was removed as a concussion substitute or was substituted in for the removed player.

○ ~~In the event~~ Bets will not be voided solely because a batter does not bat, but was named in the starting 11, ~~bets on the batter will stand.~~

○ ~~In the event~~ If a substitute batter is added to the Match during the batting innings, but after ~~the in-play market was offered, the original market will settle as normal and be removed, regardless of if the substitute player scored the highest individual score (e.g. all selections for the original market are)~~ a Live bet was accepted by DraftKings, such Live bet on the batter who was substituted out will not be voided solely due to the substitution (for example only, bets on any Selection, other than the substitute batter will be settled as losers/lost if the substitute batter scores the highest individual score in the innings of the substitute batter's team). A new ~~bet~~ market may be offered with the updated ~~selections. In the event~~ Selections. If a batter is substituted into the ~~match~~ Match after the batting innings ~~is~~ are over, bets on that batter Selection will be ~~void~~ voided.

○ ~~In the event~~ If two or more players score the same number of runs in the innings, Dead Heat Reduction rules apply.

○ ~~Runs scored in a super over do not count~~ for settlement purposes.

- *Top Bowler in Innings* Markets – Bets are settled on the bowler with the highest individual number of wickets in an individual innings. In ~~limited-over matches~~ Limited Over Matches, bets ~~on Top Bowler in Innings~~ will be ~~void in the event~~ voided if at least 50% of the overs scheduled to have been bowled at the time of bet placement could not be completed, due to external factors, including ~~without limitation, but not limited to~~, bad weather.

○ ~~Pre-Live top batter bets for First Class matches~~ Pre-Match bets on First-Class Matches apply only to the ~~first~~ 1st innings of each team, and ~~will be void~~ if fewer than 200 overs have been bowled, bets on such Match will be voided unless settlement ~~has been determined~~ is already Unconditionally Determined. If a player was named at the toss, but later removed as a 'concussion substitute', ~~the player will still be counted, in addition to the replacement~~ bets on such removed player and substitute player will not be voided solely because the player was removed as a concussion substitute or was substituted in for the removed player.

○ ~~In the event~~ Bets will not be voided solely because a bowler does not bowl, but is named in the starting 11, ~~bets will stand.~~

- ~~In the event~~ If a substitute bowler is added ~~after the in-play market was offered, the original market will settle as normal and be removed, regardless of~~ to the Match during the bowling inning, but after a Live bet was accepted by DraftKings, such Live bet on the bowler who was substituted out will not be voided solely due to the substitution (for example only, bets on any Selection, other than the substitute bowler, will be settled as lost if the substitute ~~player~~ bowler takes the most wickets ~~(e.g. all selections for the original market are settled as losers if the substitute player takes the most wickets)~~). A new ~~bet~~ market may be offered with the updated ~~selection. In the event~~ Selections. If a bowler is substituted into the ~~match~~ Match after the bowling innings ~~is~~ are over, bets on that bowler will be ~~void~~ voided.
- ~~In the event~~ If two or more bowlers have taken the same number of wickets, the bowler who has conceded the fewest runs will be ~~the winner. In the event~~ deemed the bowler with the highest individual number of wickets for settlement purposes. If there are two or more bowlers with the same ~~number of~~ wickets taken and ~~the same number of~~ runs conceded, Dead Heat ~~Reduction~~ rules apply.
- ~~Wickets taken in a super over do not count~~ for settlement purposes.
- ~~In the event~~ If no bowlers take a wicket in an innings, all bets will be ~~void~~ voided.
- *Player of the Match* ~~Bets are settled on the~~ Markets ~~The~~ officially declared player of the ~~match. Match will be used for settlement purposes. If two or more players are declared player of the Match,~~ Dead Heat ~~Reduction~~ rules apply. ~~In the event~~ If no player of the ~~match~~ Match is officially declared, ~~then Player of the Match all~~ bets will be ~~void. voided. If a Selection does not Participate in the Match, bets on such Selection will be voided. A bet on a Selection who Participated in the Match will not be voided solely due to the Selection being a substitute.~~
- *Player to Score Most Sixes* ~~Markets~~ – Bets placed on any batter not in the starting 11 will be void. ~~Bets on batters who are selected but do not bat will be settled as losers in the event voided. If one or more sixes are scored. Dead Heat in the Match, bets on any batter who does not bat in the Match will be settled as lost. If two or more players score the most sixes in the Match, Dead Heat Reduction rules apply. Bets will be void in the event~~ If no sixes are scored. ~~All bets will be void in the event in the Match, bets on such Match will be voided. If the number of scheduled overs or balls per innings for the Match is not at least equal to the values stated below for the Match's applicable format, bets on such Match will be voided unless settlement has already been determined. Unconditionally Determined:~~
  - ~~One Day Matches – 40 overs.~~
  - ~~Twenty20 Matches – 20 overs. overs~~
  - ~~T10 Matches – 10 overs. overs~~
  - ~~100-Ball Matches – 100 balls.~~



- **Batter Match Bets** – ~~Predict~~ Markets – predict which batter will score more runs in the ~~match~~. ~~Push Rules apply. In Test and County Championship matches only the 1st innings counts for settlement purposes. Bets will stand in the event each player has faced one (1) delivery or is given out without facing a delivery~~ Match. If either Selection is not either named in the starting 11 or appear in the Match as a substitute, bets on both Selections for this market for such Match will be voided. Bets on a Selection will not be voided solely because the Selection does not subsequently bat in the Match after being named in the starting 11 or appearing in the Match as a substitute. Runs scored in a super over will not count as runs scored by a Selection for settlement purposes. In the event of two or more players ending both Selections end the Match on an equal number of runs, bets for these Selections for this market will be voided.

○ Test and First-Class Matches – Only runs scored in the 1st innings of the Match count for settlement purposes. In Drawn First-Class Matches, if fewer than 200 overs have been bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.

○ Limited Overs Matches – If it was not possible to complete at least 80% of the scheduled overs in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined.

- **Bowler Match Bets** – ~~Predict~~ Markets – predict which player will take the most wickets in the ~~match~~. ~~Push Rules apply. In Test and County Championship matches, only the 1st innings counts for settlement purposes. Bets will stand in the event each player has bowled at least one delivery~~ Match. If either Selection is not either named in the starting 11 or appear as a substitute in the Match, bets on both Selections for this market will be voided. Bets will not be voided solely because either Selection does not subsequently bowl in the Match after being named in the starting 11 or appear in the Match as a substitute. Wickets taken in a super over will not count as a wicket taken by a Selection for settlement purposes. In the event of both bowlers taking Selections take an equal number of wickets in the Match, the player Selection with the least number of runs conceded in the Match will be deemed the winner. for settlement purposes. If both Selections take an equal number of wickets in the Match and conceded the same number of runs in the Match, bets for these Selections for this market will be voided.

#### ● **Highest Individual Score**

○ ~~Test and First-Class Matches – In drawn matches, all Highest Individual Score bets will be void in the event~~ Matches – Only wickets taken in the 1st innings of the Match count for settlement purposes. In Drawn First-Class Matches, if fewer than two hundred (200)

overs ~~are bowled~~, have been bowled in the Match, bets on such Match will be voided unless settlement ~~has~~ already ~~been determined~~ Unconditionally Determined.

- ~~Limited Overs Matches – All Highest Individual Score bets will be void in the event the number of scheduled overs or balls per innings is not at least equal to the values stated below for the applicable format,~~ Matches – If it was not possible to complete at least 80% of the scheduled overs in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement ~~has~~ already ~~been determined~~. Unconditionally Determined.

- Highest Individual Score Markets

- Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- Limited Overs Matches – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.

- ~~One Day Matches – 40 overs.~~
- ~~Twenty20 Matches – 20 overs.~~
- ~~T10 Matches – 10 overs.~~
- ~~100-Ball Matches – 100 balls.~~

- Highest Opening Partnership Markets – If the batting team reaches the end of ~~their~~ its allotted overs, reaches ~~their~~ its target, or declares before the ~~first~~ 1st wicket falls, the result will be the total runs amassed. ~~For settlement purposes, a~~ batter retiring hurt does not count as a wicket for settlement purposes.

- ~~Test and First-Class Matches – 1<sup>st</sup> innings only counts. In drawn matches, all Highest Opening Partnership bets will be void in the event~~ Matches – Only runs scored in each team's 1st innings of the Match count for settlement purposes. In Drawn Matches, if fewer than ~~two hundred (200)~~ overs are bowled, in the Match, bets on such Match will be voided unless settlement ~~has~~ already ~~been determined~~ Unconditionally Determined.

- ~~Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – All Highest Opening Partnership bets will be void in the event~~ If at least ~~eighty percent (80%)~~ of the scheduled overs ~~were~~ are not completed in either innings of the Match due to external factors, including, ~~without limitation~~ but not limited to, bad weather, bets on such Match will be voided unless settlement ~~has~~ already ~~been determined~~ Unconditionally Determined, or goes on to be ~~determined~~.

~~Result~~Unconditionally Determined. Settlement will be considered ~~determined~~Unconditionally Determined when both opening wickets in each innings ~~has of the Match have~~ fallen or the result is known (i.e., the team batting ~~second~~2nd has scored more runs than the ~~first~~1st team's opening partnership score).—

- *Most Match Fours/Sixes* Markets – Predict which team will score the most fours/sixes in the ~~match.~~Match. Only fours and sixes scored from the bat (off any delivery – legal or not) will count towards the total fours/sixes for settlement purposes ~~this is all deliveries from which a batter is credited with exactly four/six runs (including all run/overthrows).~~ Overthrows, all run fours, and extras do not count as fours or sixes for settlement purposes.

○ ~~Test and First-Class Matches—In drawn matches, all Most Match Fours/Sixes bets will be void in the event~~Matches – In Drawn Matches, if fewer than ~~two hundred (200)~~ overs are bowled, in the Match, bets on such Match will be voided unless settlement ~~has~~is already ~~been determined~~Unconditionally Determined.

○ ~~Limited Overs Matches—All Most Match Fours/Sixes bets will be void in the event the number~~Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs ~~or balls per innings is not at least equal to the values stated below for the applicable format unless settlement has already been determined.~~

■ ~~One Day Matches—full amount of originally scheduled overs.~~

■ ~~Twenty20 Matches—20 overs.~~

■ ~~T10 Matches—10 overs.~~

■ ~~100-Ball Matches—100 balls.~~

- *Most Run Outs* Markets – Predict which team will create the most run outs ~~whilst~~while fielding. ~~In~~if the ~~event the match~~Match is abandoned, ~~all Most Run Outs bets will be void. In the event a match is~~ after it starts, bets on such Match will be voided. If a Match's overs are reduced ~~in overs~~ and a ~~match~~Match result is reached, then the team that achieved the most run outs ~~whilst~~while fielding, regardless of the number of overs bowled, will be ~~the winner.~~ In matches deemed to have created the most run outs while fielding for settlement purposes. In Matches determined by a super over, any run out during the super over will not count for settlement purposes. In Test Matches and First-Class Matches ~~all~~any run outs in any innings of the ~~match~~Match will count for settlement purposes.

- *Dismissal Method* Markets – Predict the method by which the ~~first~~1st/next batter will be given out. ~~In the event~~if there are no wickets in the ~~match or after the bet has been placed~~

during Live Betting, all bets will be void. Match, bets on such Match will be voided. For Live bets only, if there are no wickets in the Match after the Live bet was accepted by DraftKings, such Live bet will be voided.

○ ~~Method of Dismissal 2-Way~~ Markets – The ~~options~~ Selections available are: “Caught” and “Not Caught”. Not Caught includes Bowled, Leg Before Wicket (“LBW”), Run Out, Stumped, Hit Wicket, Hit the Ball ~~twice~~ Twice, Obstructing the ~~field~~ Field, Handled the ~~ball~~ or Ball, and Timed ~~out~~ Out. A batter retiring as hurt does not count as a wicket. ~~In the event no further for settlement purposes. If no wickets fall, all bets will be void. In the event after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out, all before the wicket falls,~~ bets placed on ~~the relevant~~ that wicket will be ~~void~~ voided.

○ ~~Method of Dismissal 6-Way~~ Markets – The ~~options~~ Selections available are: “Caught”, “Bowled”, “LBW”, “Run Out”, “Stumped-~~or~~”, and “Any Other Method-~~or~~”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball ~~twice~~ Twice, Obstructing the field, Handled the ~~ball~~ or Ball, and Timed ~~out~~ Out. A batter retiring as hurt does not count as a wicket. ~~In the event no further for settlement purposes. If no wickets fall, all bets will be void. In the event after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out, all before the wicket falls,~~ bets placed on ~~the relevant~~ that wicket will be ~~void~~ voided.

○ ~~Method of Dismissal 7-Way~~ Markets – The ~~options~~ Selections available are: “Bowled”, “Fielder Catch”, “Keeper Catch”, “LBW”, “Run Out”, “Stumped-~~or~~”, and “Any Other Method-~~or~~”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball ~~twice~~ Twice, Obstructing the field, Handled the ~~ball~~ or Ball, and Timed ~~out~~ Out. A batter retiring as hurt does not count as a wicket. ~~In the event for settlement purposes. If no further wickets fall, all bets will be void. In the event after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out, all before the wicket falls,~~ bets placed on ~~the relevant~~ that wicket will be ~~void~~ voided.

- Wickets Lost In “X” Runs Markets – Settlement is determined by the number of wickets lost in the Match by the time a specific score in the Match is reached. ~~In the event~~ If a team declares or reaches ~~their~~ its target or the quoted score is otherwise not reached, then the number of wickets lost at that time will be the result of the market in the Match at that point in the Match will be used for settlement purposes.

○ ~~Test and First-Class Matches~~ – ~~All bets will stand irrespective of~~ Bets will not be voided solely because the Match is delayed, including, but not limited to, delays caused by ~~rain~~ or for any other reason weather.

o ~~o~~ Limited Overs ~~Matches – All bets will be void in the event, Matches – If~~ after the ~~bets were placed~~ time the bet was accepted by DraftKings, the number of overs (or balls ~~is reduced for 100-Ball Matches~~) for the innings ~~in the Match is reduced~~ by more than the values stated below for the applicable ~~formats~~ format of the Match, bets on such Match will be voided unless settlement ~~has~~ is already ~~been determined. Unconditionally Determined:~~

- One Day Matches – 5 or more overs.
- Twenty20 Matches – 3 or more overs.
- T10 Matches – 1 or more overs.
- 100-Ball Matches – 21 or more balls.

- 1st Wicket Method Markets – Predict the method by which the 1st wicket in the ~~match~~ Match will be taken. ~~In~~ If the ~~event the match~~ Match is abandoned before a wicket is taken or there is no wicket taken at all in the ~~match, all 1<sup>st</sup> Wicket Method~~ Match, bets ~~on such Match~~ will be ~~void~~ voided. The ~~options~~ Selections available are: “Caught”, “Bowled”, “LBW”, “Run Out”, “Stumped”, and “Any Other Method”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball ~~twice~~ Twice, Obstructing the field, Handled the ~~ball or timed out. In the event~~ Ball, and Timed Out. If a batter retires out, ~~all on the 1<sup>st</sup> Wicket Method~~ wicket, bets ~~on that wicket~~ will be ~~void~~ voided.
- 1st Innings Lead Markets – ~~Both~~ If both teams ~~must in the Match don’t~~ complete their respective 1st innings ~~for, bets to stand (including declarations). Dead Heat rules apply on such Match will be voided.~~
- 1st Over Total Runs ~~Team 1st Over Total Runs~~ and 1st 5 Balls Total Runs Markets – Predict the total runs scored during the 1st ~~Over or over of the Match or the 1st 5~~ five Balls of the ~~match~~ Match, as applicable. Extras and penalty runs ~~will be included. In the event the 1st Over or 1<sup>st</sup> 5 Balls is not completed, bets will be void.~~ scored during the 1st over of the Match or the 1st five Balls of the Match will be deemed runs scored during the 1st over of the Match or the 1st five Balls of the Match, as applicable, for settlement purposes. If the 1st over or 1st five balls of the Match is not complete, bets on such 1st over or 1st five balls of the Match, as applicable will be voided.
- 1st Ball of the Match Markets – Predict the outcome of the 1st ball of the ~~match~~ Match. Runs scored from the bat and/or from extras (for example only, wides, no balls, byes, leg byes, or penalty runs) ~~count. In the event on~~ the 1st ball of the Match count for settlement purposes. If the 1st ball of the Match is not completed, bets ~~on that Match~~ will be ~~void~~ voided.
- Team with Highest 1st 6/10/15 Overs Score or 1st 25 Balls Score – Predict which team will have the higher score after the 1st 6/10/15 ~~Overs~~ overs of the Match or 1st 25 ~~Balls. In the~~

~~event~~balls of the Match. If either team does not complete the number of overs or balls stated, for the bet, such bets will be ~~void~~voided unless settlement ~~has already been determined. In the event of a tie, bets~~is already Unconditionally Determined. If both teams have the same score after the number of overs or balls stated for the bet, such bet will be settled as ~~push~~Push.

- Odd/Even Markets – Predict whether the sum of all runs scored in the relevant period ~~(match of play (for example only, the Match~~, innings, 1st over) will be an odd or even number. Extras and penalty runs will ~~be included~~count as runs scored in the relevant period of play for settlement purposes. ~~In the event~~If the relevant period of play specified for the bet is not finished, ~~all Odd/Even bets~~such bet will be ~~void~~voided.
- Team/Total Match Fours/Sixes Markets – Predict whether the total number of fours/~~or~~ sixes for a team or for the total in the ~~match~~Match will be over or under a specified ~~figure~~number. Only fours/~~and~~ sixes scored off the bat (off any delivery - legal or not) will count towards the total fours/~~and~~ sixes for a team or for a Match for settlement purposes. Overthrows, all run fours/sixes, and extras do not count. ~~All Total Match Fours/Sixes bets will be void in the event, after the bets were placed, the number of overs or balls is reduced for the innings by more than the values stated below for the applicable format unless as a fours or sixes for~~ settlement ~~has already been determined~~purposes.
  - ~~One Day Matches – 5 or more overs.~~
  - ~~Twenty20 Matches – 3 or more overs.~~
  - ~~T10 Matches – 1 or more overs.~~
  - ~~100 Ball Matches – 21 or more balls.~~
- Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs have been bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- Total Match Wides Markets – Predict whether the total number of wides will be over or under a specified figure. ~~All Total Match Wides bets will be void in the event, after the bets were placed, the number of overs or balls is reduced for the innings by more than the values stated below for the applicable formats unless~~Any runs resulting from a wide delivery, except penalty runs, will count towards the final total of wides for settlement ~~has already been determined~~purposes.

○ Test and First-Class Matches – In Drawn Matches, bets will be voided if fewer than 200 overs have been bowled, unless settlement is already Unconditionally Determined.

○ Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.

~~○ One Day Matches – 5 or more overs.~~

~~○ Twenty20 Matches – 3 or more overs.~~

~~○ T10 Matches – 1 or more overs.~~

~~○ 100-Ball Matches – 21 or more balls.~~

- *Total Match Run Outs Markets* - Predict whether the total number of run outs in the Match will be over or under a specified figure. ~~All~~

○ Test and First-Class Matches – In drawn Matches, ~~all~~ Total Match ~~Run-Outs~~ Wides bets will be ~~void in the event, after the bets were placed, the number of overs or balls is reduced for the innings by more than the values stated below for the applicable formats~~ voided if fewer than 200 overs have been bowled, unless settlement ~~has~~ is already ~~been determined~~ Unconditionally Determined.

○ Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.

~~○ One Day Matches – 5 or more overs.~~

~~○ Twenty20 Matches – 3 or more overs.~~

~~○ T10 Matches – 1 or more overs.~~

~~○ 100-Ball Matches – 21 or more balls.~~

- *Hat-trick in Match Markets* – Predict whether there will be a ~~hat-trick~~ Hat-trick in the ~~match~~ Match. A ~~hat-trick~~ “Hat-trick” is where a bowler takes three wickets in three consecutive deliveries in the ~~match~~ Match.

## **~~Match Specials Markets~~**

### **~~General Rules~~**

~~○ Test and First-Class Matches – All bets will stand irrespective of delays caused by rain or for any other reason.~~

○ ~~Limited Overs Matches — All bets will be void in the event, after the bets were placed, the number of overs or balls is reduced for the innings by more than the values stated below for the applicable formats unless settlement has already been determined.—~~

- ~~One Day Matches — 5 or more overs.—~~
- ~~Twenty20 Matches — 3 or more overs.—~~
- ~~T10 Matches — 1 or more overs.—~~
- ~~100 Ball Matches — 21 or more balls.—~~

● ~~Player Combined Runs/Wickets/Fours/Sixes — Bets will stand in the event either player has faced one delivery or is given out without facing a delivery.—~~

● ~~Most Runs/Fours/Sixes — Predict which team/batter will have the most runs/fours/sixes. In the event of a tie, all Most Runs/Fours/Sixes bets will be graded as lost. All Most Runs/Fours/Sixes bets will stand regardless of whether a selected player faces a single delivery.—~~

● ~~Top Batter/Top Bowler — Predict which player will be the Top Batters/Bowler. In the event of a tie, all bets will be lost. All bets will stand regardless of whether a selected player faces or bowls a single delivery.—~~

#### ● Tournament Markets

○ ● ~~Tournament Total 6s —For settlement purposes the~~Markets — The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~Matches in the relevant tournament being abandoned or reduced in overs. ~~Dead Heat rules apply.~~ Sixes (6s) scored in a super over do not count as 6s scored in the applicable tournament for settlement purposes.

○ ● ~~Tournament Total 4s —For settlement purposes the~~Markets — The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~Matches in the relevant tournament being abandoned or reduced in overs. ~~Dead Heat rules apply.~~ Fours (4s) scored in a super over do not count as 4s scored in the applicable tournament for settlement purposes.

○ ● ~~Tournament Total Wides~~ Markets — If a bowler bowls a wide, all extra runs taken from the wide delivery count for settlement purposes. For example only, if ~~it~~a wide delivery goes for ~~4~~four and is scored as ~~5~~five wides; ~~for betting purposes, then~~ the delivery will count as ~~5~~five wides for settlement purposes rather than ~~1~~as one wide delivery bowled. ~~For settlement purposes the~~The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~Matches in the relevant tournament being abandoned or reduced in overs. ~~Dead Heat rules apply.~~ Wides bowled in a super over do not count as wides bowled in the applicable tournament for settlement purposes.



- ● ~~Total Tournament Run Outs – For settlement purposes the~~ Markets – The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. Run outs in a super over do not count as run outs in the applicable tournament for settlement purposes.
- ● ~~Total Tournament Stumpings – For settlement purposes the~~ Markets – The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. Stumpings in a super over do not count as stumpings in the applicable tournament for settlement purposes.
- ● ~~Tournament Team to Hit Most 6s – For settlement purposes the~~ Markets – The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. If two or more Selections have the same number of sixes (6s) in the applicable tournament, Dead Heat Reduction rules apply. ~~Sixes~~ 6s scored in a super over do not count as 6s scored in the applicable tournament for settlement purposes.
- ● ~~Tournament Highest Individual Player Score – For settlement purposes the~~ Markets – The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. ~~Dead Heat rules apply.~~
- ● ~~Total Tournament Centuries – For settlement purposes the~~ Markets – The official total ~~will stand for the relevant tournament will be used for settlement purposes~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. ~~Dead Heat rules apply.~~
- ● ~~Tournament Highest Team~~ With Highest Innings Score – What ~~Markets – Predict which team will have the highest innings score during the applicable tournament. The highest official team score be during the series. For for the relevant tournament will be used for settlement purposes the official total will stand,~~ Markets – Predict which team will have the highest innings score during the applicable tournament. The highest official team score be during the series. For for the relevant tournament will be used for settlement purposes the official total will stand, regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs. If two or more Selections have the highest team score during the applicable tournament, Dead Heat Reduction rules apply.
- ● ~~Tournament Hat-Trick~~ Markets – Bets ~~settled as ‘Yes’, if a ‘hat-trick’ (deemed as when a bowler dismisses three batsmen with consecutive deliveries in the same match) is on the “Yes” Selection will be settled as won if there is a Hat-trick~~ officially recorded during a Match in the applicable tournament.

- ● **Bowler to take 5 Wickets in a Match** ~~2~~ Markets – Bets ~~settled as on the~~ “Yes” Selection will be settled as won if a bowler takes ~~5~~ five wickets in one ~~match. For~~ Match in the applicable tournament. The official number of wickets in a Match for the relevant tournament will be used for settlement purposes ~~the official total will stand~~ regardless of any ~~matches~~ Matches in the relevant tournament being abandoned or reduced in overs.
  
- ● **Batter Runs Match Bet** ~~Who~~ Markets – Predict who will score the most runs during the ~~World Cup or Series. Bets will stand regardless of whether a batter plays all matches or not, unless otherwise stated;~~ tournament specified for the bet. Bets will not be voided solely because a batter does not play all Matches during the applicable tournament. Except for runs scored in a super over, all runs scored during the relevant tournament or series will count. For as runs scored during the relevant tournament for settlement purposes ~~the official total will stand regardless of any matches being abandoned or reduced in overs. Runs scored in a super over do not count. Both batters involved in the Match Bet must play at least one match for bets to stand. In the event as runs scored in the applicable tournament for settlement purposes. The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If both batters specified for the bet do not play at least one Match during the applicable tournament, such bets will be voided. If both batters specified for the bet score the same number of runs then all in the applicable tournament or series, such~~ bets will be settled as ~~push~~ Push.
  
- ● **Bowler Match Bet** Markets – Predict who will take the most wickets during the ~~World Cup or Series. Bets will stand regardless of whether a bowler plays all matches or not, unless otherwise stated;~~ tournament specified for the bet. Bets will not be voided solely because a batter does not play all Matches during the applicable tournament. Except for wickets taken in a super over, all wickets taken during the relevant tournament or series will count. For as wickets taken during the relevant tournament for settlement purposes ~~the official total will stand regardless of any matches being abandoned or reduced in overs. Wickets scored taken in a super over do not count. Both bowlers involved in the Match Bet must play at least one match for bets to stand. In the event as wickets taken in the applicable tournament for settlement purposes. The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If both bowlers specified for the bet do not play at least one Match during the applicable tournament, such bets will be voided. If both bowlers specified for the bet take the same number of wickets then in the applicable tournament, the bowler with the least number of runs conceded during the applicable tournament will be deemed the winner to have taken the most wickets during the applicable tournament for settlement purposes. If both bowlers specified for~~

the bet take the same number of wickets and conceded the same number of runs during the applicable tournament, bets on such bowlers will be settled as Push.

• Futures **Other Props** Markets

- ● Winner Markets – Predict the winner of the tournament/league. ~~Bets are settled on the~~ The final league position, unless otherwise stated will be used for settlement purposes.
- Series Correct Score Markets – If the scheduled number of Matches for the series, as of the point the bet was accepted by DraftKings, are not played (for example only, a Match in the series is abandoned), bets on Series Correct Score Markets for such series will be voided.
- Series Winner Markets – If the series bet on ends in a tie, and tie was not offered as a Selection at the time the bet was accepted by DraftKings, bets on Series Winner Markets for such series will be voided.
- ● ~~Top Series/Tournament Batter/Bowler – Any quoted player who takes no part in the specified series or tournament, will be void.~~ Markets – For Top Series/Tournament Batter markets, in the event Markets, if two or more batters end on an equal number of runs scored, ~~then for the applicable series,~~ Dead Heat ~~Rules~~ Reduction rules apply. For Top Series/Tournament Bowler markets, in the event of Markets, if two or more bowlers ~~ending on~~ end the applicable series with an equal number of wickets, for the applicable series, then the bowler with the least number of runs conceded in the applicable series will be deemed ~~the winner. In the event~~ to have taken the most wickets in the applicable series for settlement purposes. If two or more bowlers ~~also concede~~ end the applicable series with an equal number of wickets and conceded the same number of runs in the applicable series, then Dead Heat Reduction rules apply.

## **Cycling**

### **Schedule and Format Changes**

If an Event has not started, is rescheduled, and does not, or the Event's official governing body announces the Event will not, Conclude within 365 calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Bets on a stage of a Competition will not be voided solely because the route for that stage is modified after the stage begins, unless the profile of the stage is changed (for example only, from a mountain stage to a time trial or sprint stage) by the Competition's official governing body, in which case, any bets placed before the profile of the stage is changed will be voided.

### **Market Specific Cycling Settlement Rules**

- Head-2-Head and Grouped Markets
  - Race Head-2-Head, Stage Head-2-Head, Race Grouped, and Stage Grouped Markets – If all of the Selections do not Participate in the Event, bets on any of such Selection for that Event will be voided. If at least one of the Selections does not complete the Race, bets on any such Selection for that Event will be voided.
  - Overall Head-2-Head and Overall Grouped Markets – Overall Markets are for Events that are multistage races (for example only, the Tour de France, the Giro d'Italia) and are settled based on the cumulative performance across all the stages of the applicable race. If any Selection does not start the multistage Event, bets on Overall Head-2-Head Markets and Overall Grouped Markets that include such Selection will be voided. Once the multistage race has started: (a) if all Selections withdraw, retire, forfeit, are disqualified, or otherwise similarly pull out of or are eliminated from the multistage race during the same stage of the race, Dead Heat Reduction rules apply, and (b) if all Selections withdraw, retire, forfeits, are disqualified, or otherwise similarly pull out of or are eliminated from the multistage race between the same stages of the race, the Selection with the highest position after the last completed stage will be settled as the winner, unless multiple Selections are tied for the highest position, in which case Dead Heat Reduction rules apply. A Selection who has completed more stages in the race will always be considered to have finished better than a Selection who has completed fewer stages of the race.

- *Futures Markets* – If the Event does not reach its intended, natural, or normal end within 365 calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.

## **Darts**

For the purposes of these Darts Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Schedule and Format Changes**

Except for *Futures Markets*, if a Match has not started, or the Match’s official governing body announces that the Match will not start, on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets for that Match will be voided. If there was no officially scheduled start date for the Match at the time the Match was accepted by DraftKings, the first official start date for the Match announced by the Match’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures, Markets, Moneyline Markets, and Match Winner Markets*, if a Match starts, is then Interrupted, and does not reach its intended, natural, or normal end on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Match’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

For *Moneyline Markets* and *Match Winner Markets*, if a Match starts, is then Interrupted, and does not reach its intended, natural, or normal end on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets will be settled based on the winner or official result (i.e., a tie) declared by the Match’s official governing body, the participant or team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared champion by the Game’s official governing body (if the Game is a final or championship). If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Match’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

### **Market Specific Darts Settlement Rules**

- *Match Treble Markets* – If the Selection bet on ties for any of the statistical categories specified for the bet, the bet will be settled as lost.

## **Football**

### **Participation**

Participation shall mean playing in at least one play in the applicable Event.

### **Schedule and Format Changes**

For National Football League (“NFL”), National Collegiate Athletic Association (“NCAA”), Canadian Football League (“CFL”), Indoor Football League (“IFL”), and United Football League (“UFL”), “Scheduling Week” shall mean an officially numbered week of the regular season (for example only, Week 1 of NFL regular season) as designated by the league or association’s official governing body.

“Football Playoff Game” shall mean any playoff or postseason NFL, NCAA, CFL, IFL, or UFL Game. Except for bets on Futures Markets, if a Football Playoff Game does not, or the Football Playoff Game’s official governing body declares the Football Playoff Game will not, Conclude within 90 days of the Football Playoff Game’s last instance of play (local stadium time), all bets on such Football Playoff Game will be voided unless settlement is already Unconditionally Determined. Bets on a Football Playoff Game will not be voided solely because a Football Playoff Game begins and is then Interrupted.

“Shortened NCAA Football Game” shall mean an NCAA football Game where after the start of the Game, the teams agree to shorten the length of any quarter(s) of the Game, agree any quarter(s) in the Game will not be played, and/or agree that the remainder of the Game will be played under a running clock. Except for Futures Markets, if 50 minutes or more of regulation Game time has been played in a Shortened NCAA Football Game and the NCAA declares a winner for the Game and deems the statistics from the Game to be official, the Shortened NCAA Football Game shall be considered Concluded for settlement purposes and bets, except for bets on Futures Markets, on such Game will be settled using the official winner and statistics declared official by the NCAA. If less than 50 minutes of regulation Game time has been played in a Shortened NCAA Football Game, wagers on such Shortened NCAA Football Game will be voided unless settlement is already Unconditionally Determined. For clarity, if 50 minutes or more of regulation Game time has been played in a Shortened NCAA Football Game, bets on such Shortened NCAA Football Game will not be voided solely due to the shortened length of any quarter(s) of the Game, any quarter(s) in the Game not being played, and/or the remainder of the Game being played under a running clock.

Except for Futures Markets and Football Playoff Games, if a Game has not started and is rescheduled for more than 7 calendar days from the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game’s official governing body shall be deemed the officially scheduled start date at the time such bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts, is then Interrupted with more than 10 minutes of regulation Game time remaining, and is not, or will not be, Concluded within 72 hours of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts, is then Interrupted with more than 10 minutes of regulation Game time remaining, but the Game is Concluded within 72 hours of the Game's last instance of play: (i) bets on such Game, except bets on *Moneyline Markets* for such full Game, will be voided unless settlement is already Unconditionally Determined, and (ii) bets on *Moneyline Markets* for such full Game will be settled based on the winner declared by the Game's official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition).

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts; is then Interrupted with 10 or fewer minutes remaining in regulation Game time, Interrupted after regulation Game time ends but before any overtime, or Interrupted during any overtime; and the Game will not be, or is not, Concluded within 72 hours of the Game's last instance of play, the Game will be considered Concluded for settlement purposes, and the statistics that existed in the Game as of the last instance of play when the Game was Interrupted will be used for settlement purposes.

For bets on a *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for bets on Shortened NCAA Football Games, for bets related to any specific time period(s) of play within the Game (for example only, the 3rd quarter of a Game or 2nd half of the Game), if the applicable time period of play does not reach its intended, natural, or normal end, all bets on such time period of play will be voided unless settlement is Unconditionally Determined.

Bets will not be voided solely because the venue of the Event remains the same, but the home and away team's designations are reversed (i.e., the home team becomes the away team, and the away team becomes the home team).

#### **General Football Settlement Rules**

- All bets include overtime statistics. Any time period of play markets for the 2nd half or 4th quarter of a Game include overtime statistics for settlement purposes.



- For markets related to scoring Occurrences (for example only, *Next Scoring Play* or *Anytime Scorer Markets*), statistics in connection with extra points and 2-point conversions (and 3-point conversions for UFL) after touchdowns are not counted for settlement purposes.

#### **Market Specific Football Settlement Rules**

- *Player Props Markets*

- *Touchdown Scorer Markets* – A touchdown scorer shall mean the player in possession of the football in the opposing team’s end zone. A touchdown scorer is not the player who throws the touchdown (i.e., passing touchdowns do not count towards for settlement purposes for *Touchdown Scorer Markets*). If any player is not listed as a Selection at the time the bet was accepted by DraftKings and such player scores the touchdown or if a penalty touchdown is awarded, all bets will be settled as lost.
- *Longest/Shortest Punt Markets* – Bets are settled on the gross punt yards. Return yards for the punt are not included for settlement purposes.
- *Period Player Yards Markets* (for example only, *1st Quarter Passing Yards*, *2nd Quarter Rushing Yards*, etc.) – If the specified player plays at least one play during the specified Game the player will be deemed to have Participated in the Game for purposes of these markets. Bets will not be voided solely because the player bet on does not play at least one play in the applicable quarter or half so long as such player has Participated in the Game.
- *Defensive Statistics Markets* (for example only *Player with the Most Tackles*, *Player with the Most Assists*, etc.) – Only defensive plays made by defensive players playing on the defensive side of the football when the football is snapped on that particular play are included for settlement purposes. Statistics from special teams plays, extra points, and 2-point conversions do not count for settlement purposes.
- *Regular Season Player Prop Season-Long Markets* – If the player bet on does not Participate in at least one Game during the applicable regular season, all bets on such player for these markets will be voided.
- *Yards on 1st Pass Completion, Yards on 1st Reception, and Yards on 1st Rush Attempt Markets* – If the player bet on does not record the applicable statistic (for example only, a completion, reception, or rush attempt) or does not Participate in the applicable Game, all bets on that player will be voided for these markets. If the applicable completion, reception, or rush attempt is negated by a penalty or is overturned during the Game, such

completion, reception, or rush attempt shall not be considered the player's "1st" for the purposes of this rule.

○ *Yards on Longest Completion, Yards on Longest Reception, Yards on Longest Rush Markets* – If the player bet on does not record the applicable statistic (for example only, a completion, reception, or rush), the "Under" Selection will be settled as won, and all other Selections will be settled as lost.

○ *Longest Xth Down Conversion Markets* – If there are no 1st down conversions in the Game made on the down specified for the wager, the "Under" Selection will be settled as won. Penalty conversions that result in a 1st down do not count for settlement purposes.

● *Daily Propositions Markets*

○ If all the Games specified in the market header on the DraftKings Platform do not reach their normal, natural, or intended end, bets on such markets will be voided.

○ *1st Player to Score a Touchdown on Sunday Markets* – The first player listed as a Selection who scores a touchdown will be settled as the winner. If a player that is not listed as a Selection at the time the bet was accepted by DraftKings scores the first touchdown, such touchdown shall not be considered the first touchdown for settlement purposes. Bets are settled based on the individual game clock elapsed for the applicable Game via the Game's official statistics rather than the time of day.

● *Futures Markets*

○ If the Event's official governing body declares a winner for the relevant Event, the winner declared by the Event's official governing body will be used for settlement purposes.

○ *Regular Season Wins Markets* – If all officially scheduled regular season Games of the team(s) bet on, using the official schedule at the time the bet was accepted by DraftKings, are not Concluded, such bets on that team(s) will be voided unless settlement is already Unconditionally Determined. Bets for this market will not be voided solely because a Game is rescheduled within the same applicable regular season but the opponent remains the same or there is a venue change for any Game(s). If a regular season Game is forfeited and the Game's official governing body declares a winner for such forfeited Game, the team declared the winner for such forfeited Game will be deemed to have won the Game for settlement purposes. For clarity, a tie in any Game will not be considered a win for settlement purposes for *Regular Season Wins Markets*.

- Divisional Winners Markets – The team that the sport’s official governing body declares as the winner of the division, including, but not limited to, through any official tie-break rules set by the sport’s official governing body, will be used for settlement purposes.
- Conference Number 1 Seed Markets – Bets are settled by the team that finishes as the number one seed in its respective conference at the end of the applicable regular season including, but not limited to, through any official tie-break rules set by the sport’s official governing body, which will be used for settlement purposes.
- To Make the Playoffs Markets – If the number of teams that are eligible to make the playoffs or postseason changes after the bet was accepted by DraftKings, such bets will be voided.
- Draft Propositions Markets – A player’s draft position will be determined for settlement purposes based on the specified position according to the draft’s official governing body. “EDGE” is classified as defensive lineman for settlement purposes. Punters, kickers, and long snappers do not count as offensive or defensive players for settlement purposes. Fullbacks are classified as running backs for settlement purposes. If a player is undrafted, bets on “Over” on draft position will be settled as won, and bets on “Under” on draft position will be settled as lost.
- Next Player to Record X Yards in a Game Markets – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time that the Games are played. The winner will be settled based off of players who are offered as Selections only. Bets will not be voided solely because none of the Selections achieve the specified statistical outcome.
- Record After 5 Games Markets – Any Game ending in a tie shall be considered a loss for settlement purposes.
- Race to X Regular Season Wins, Race to X Regular Season Touchdowns, Race to X Regular Season Points Markets – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time that the Games are played. If two teams achieve the specified outcome in the same Scheduling Week, Dead Heat Reduction rules apply.
- Team to Have a Perfect Regular Season and Team to Have a Winless Regular Season Markets – If all scheduled regular season Games, using the official schedule at the time the bet was accepted by DraftKings, for the team(s) bet on are not Concluded, such bets for that team(s) will be voided unless settlement is already Unconditionally Determined. Any forfeited Game that is considered an official result by the Game’s official governing body will count as a loss to the forfeiting team and a win to the non-forfeiting team for

settlement purposes. A perfect season is when a team wins all its scheduled regular season Games. For clarity, a tie is treated as a loss for settlement purposes.

○ *Last Winless Team and Last Undefeated Team Markets* – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time of the Games played. If a Game is rescheduled to a different Scheduling Week, the Game would not be counted as occurring within the originally scheduled Scheduling Week. For example only, if a Game originally scheduled for Scheduling Week 2 gets rescheduled to Scheduling Week 5, such Game is not counted as a Scheduling Week 2 Game for purposes of this rule. “Winless” shall mean having 0 wins, and “undefeated” shall mean having 0 losses and 0 ties. For clarity, a tie is treated as a loss for settlement purposes.

○ *Team Exact Seed Markets* – Bets are settled as lost if the team bet on fails to make the playoffs or postseason round.

○ *Player Playoff Futures Markets (for example only, Playoff Most Rushing Yards, Playoff Most Receiving Yards, To Score in 3+ Playoff Games)* – If a player does not Participate in any Game during the playoffs, all bets on such player will be voided.

○ *Awards Markets*

■ For all Awards Markets, if a player is not listed as a Selection at the time the bet was accepted by DraftKings, and such player wins the applicable award, all such bets on the applicable Awards Market will be settled as lost.

■ If an award is not awarded, all bets on such award market will be voided.

■ Regular Season Comeback Player of the Year (NFL), Coach of the Year (NFL), and all NCAA Awards Markets – If the player or coach bet on does not Participate or coach on the sidelines, as applicable, in at least one Game during the specified regular season, all bets on such player or coach, as applicable, will be settled as lost.

■ Super Bowl Most Valuable Player Markets – If the player bet on does not Participate in the applicable Super Bowl, bets on such player will be settled as lost.

● *Moneyline 3-Way Markets* – Bets include overtime statistics.

● *Double Result (Half Time/Regulation Time) Game Markets* – Bets are settled based on the statistics at half-time and the end of regulation Game time. Bets do not include overtime statistics.

- Quarter / Half Game Markets – If the entire period of play specified for the wager (for example only, the 3rd quarter of the Game or 2nd half of the Game) does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined.
- Highest Scoring Half Markets – 2nd half will include statistics from overtime. If the Game does not reach its intended, natural, or normal end, all bets on such market will be voided unless settlement is already Unconditionally Determined. If “Tie” is not offered as a Selection and the same number of points are scored in both halves of the Game, bets will be settled as Push. If “Tie” is offered as a Selection and the same number of points are scored in both halves of the Game, bets on the “Tie” Selection will be settled as won, and bets on all other Selections will be settled as lost.
- Highest Scoring Quarter Markets – 4th quarter will include statistics from overtime. If the Game does not reach its intended, natural, or normal end, all bets on such market will be voided unless settlement is already Unconditionally Determined. If two or more quarters tie for the highest number of points in the Game, Dead Heat Reduction rules apply.
- 1st To Score/Moneyline Markets – If the team bet on scores the 1st point in the Game and wins the Game, bets on “Yes” as a Selection will be settled as won, and bets on “No” as the Selection will be settled as lost. If the team bet on does not score the 1st point in the Game or does not win the Game, either by losing or tying the Game, bets on “No” as the Selection will be settled as won, and bets on “Yes” as the Selection will be settled as lost.
- Defensive/Special Teams Touchdown Scored Markets – Statistics from defensive conversions on point(s) after touchdown attempts do not count for settlement purposes. For example only, an interception that is returned to the opposing team’s end zone by the defensive team during a 2-point conversion attempt will not be settled as a defensive or special teams touchdown.
- 1st Offensive Play from Scrimmage Markets – Kick-off return plays or any snap that is negated by a penalty do not count as an offensive snap for settlement purposes.
- Offensive Score on 1st Drive of the Game Markets – Field goals and rouges (for CFL), along with touchdowns, count as an offensive score for settlement purposes.
- Result of Offensive Drive Markets – The applicable drive starts on the 1st offensive play. Any drives that begin and conclude due to the end of the half or Game and do not explicitly result in one of the Selections below will be voided. The available Selections for these markets may include:
  - “Offensive Touchdown”

- “Field Goal Attempt”. The determination of what constitutes a field goal attempt, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes.
- “Punt”. The determination of what constitutes a punt, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes
- “Turnover”. The determination of what constitutes a turnover, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes. Additionally, the following will also be deemed a turnover for settlement purposes:
  - An Interception or Fumble Lost. If during the drive wagered on a player on the defense intercepts the football or recovers a fumble and maintains official possession of the football and then fumbles the football back to the other team during the same play, the drive wagered on will be settled as a turnover.
  - Defensive Touchdown. Blocked field goals and punts that are returned for touchdowns will not be settled as a defensive touchdown.
  - Turnover on Downs.
- Drive Crosses X Yard Line Markets – If the line of scrimmage during the drive bet on is established beyond the yard line specified for the bet or an offensive touchdown is scored on the drive bet on, bets on the Selection “Yes” will be settled as won. For example only, if a punt is returned to the opponent’s 30-yard line, the Drive Crosses 50 Yard Line and Drive Crosses Opponent’s 35 Yard Line Markets will be settled as “Yes”. At the end of a half or regulation Game time, the final scrimmage spot of the ball, which could either be the forward progress line of the ball during a play while time expires, or the line of scrimmage of a play that is not ran due to time expiring, will be considered the final yard line for settlement purposes. If the ball is fumbled and recovered by the defense, settlement is determined on the yard line of fumble. A line of scrimmage equaling the yard line stated in the bet will be settled as a “No”.
- Next Play Total Yards, Next Play 1st Down, Next Play Touchdown, and Next Play Attempt Type Markets – If a play does not occur due to the end of the half or Game, bets on such play will be voided. A sack will be settled as a pass attempt for NFL Games. A sack will be settled as a rush attempt for NCAA Games. For 1st Down Markets, a touchdown scored will be settled as 1st Down “Yes”. If there is an accepted post-snap penalty that negates the specified play for the bet, all bets on such play will be voided.

- *X Drive (for example only, Team A's 3rd Drive of Game), X Play to be a Touchdown Live Betting Markets* – Defensive touchdowns do not count for settlement purposes.
- *Kickoff Touchback Markets* – If there is an onside kick attempted or a penalty negates the play, bets on such play will be voided.
- *Extra Point Made, 2 Point Conversion, and 3 Point Conversion Markets* – If the applicable play is not attempted, bets for such market will be voided. If a penalty negates the play, bets on such play will be voided.
- *Field Goal Made Markets* – All applicable bets are voided if no field goal is attempted. All applicable bets are voided if a pre- or post-snap penalty is called before the play is completed and the play is negated.
- *Punt Fair Catch Markets* – If a fair catch is completed or if a fair catch is muffed and recovered by the receiving team bets on the Selection "Yes" will be settled as won and bets on the Selection "No" will be settled as lost. If a fair catch is muffed and recovered by the kicking team, bets on the Selection "No" will be settled as won, and bets on the Selection "Yes" will be settled as lost. Bets will be voided if a pre- or post-snap penalty is called before the play is completed and the play is negated. Bets will not be voided solely because a penalty is called on conduct occurring after the play is completed. All applicable bets are voided if there is a fair catch interference penalty on the kicking team.
- *DK Squares Markets* – Pick a correct "square score" for any end of quarter result. Bets will be settled based on the 2nd number of each team's score at the end of each quarter. The score for the 4th quarter includes the score from overtime. For example only, if the score in the Game is 3-7 at the end of 1st quarter, 3-21 at the end of 2nd quarter, 21-21 at the end of 3rd quarter, and 27-24 at the end of Game including overtime, then the winning squares selections will be 3:7, 3:1, 1:1 and 7:4. Winning Selections will only be paid once and will be settled at the Conclusion of the applicable quarter.
- *Final Two Minute Markets* – Bets are settled based only on plays snapped after the 2-minute warning of the 2nd quarter of the Game but before halftime and after the 2-minute warning of the 4th quarter of the Game but before the end of regulation Game time. Overtime statistics are not included for settlement purposes.
- *Any Placekick to Hit the Uprights Markets* – Only kicks during field goal and extra point attempts count for settlement purposes, and punts and kick-offs do not count for settlement purposes. If the football hits one of the flags attached to the top of the upright or hits the crossbar of the upright, such placekick will be deemed to have hit the upright for settlement purposes. If the football hits the curved or angled vertical post that extends from the crossbar

to the ground (i.e., the gooseneck), such kick will be deemed to have not hit the uprights for settlement purposes.

- Coin Toss Winner Markets – Bets are settled based on the opening coin toss of the Game only.
- Octopus Markets – An “octopus” is when a player scores a touchdown, and the same player scores a valid 2-point conversion immediately after the touchdown. A player throwing a passing touchdown and a player throwing a 2-point conversion does not count as that player scoring an octopus.
- Three and Out Markets – A “three and out” is a drive consisting of exactly three valid plays from scrimmage followed by a punt. Any play that is negated due to penalty is not counted for settlement purposes.
- Red Zone Play Markets – A “red zone play” is any play when the football is snapped at or inside of the 20-yard line of the opponent's side of the field.
- Red Zone Touchdown Percentage Markets – Red zone touchdown percentage is calculated as the number of valid touchdowns scored from snaps at or inside of the 20-yard line of the opponent's side of the field divided by the number of drives where at least one play was snapped at or inside of the 20-yard line of the opponent's side of the field.
- Quarterback Sneak Markets – A quarterback (“QB”) sneak is when the QB snaps the ball while under center and attempts an immediate rush up the middle by pushing or diving ahead with the offensive line. Any other rushing attempt by the QB will not be considered a QB sneak for settlement purposes.
- Flea Flicker Markets – A “flea flicker” is a play in which the QB gives the ball to a player in the backfield who runs with it and then throws the ball back to the QB before the QB subsequently throws it to an eligible receiver beyond the line of scrimmage. Bets will be settled as a winner with any attempted flea flicker that isn't negated by a penalty.
- Pick 6 Markets – A “pick 6” shall mean an interception that is subsequently returned for a touchdown by the defense on the same play. Touchdowns by the defense or special teams during an extra point or 2-point conversion attempts do not count towards settlement.
- Scorigami Markets – “scorigami” is a final scoring combination that has never previously happened in NFL history according to official NFL statistics.
- Player’s Next Team Markets – Bets are settled based on which team the applicable player is on when such player Participates in the player’s next or 1st regular season Game. If the player



bet on does not Participate in another Game in the same league during the applicable regular season, all bets on such player will be voided.

- *Coach's Next Team Markets* – Bets are settled based on the team the coach bet on is under contract with for such team's stated Game week (for example only, week one) of the applicable regular season, regardless of whether or not the applicable coach is on the sideline for that Game. If the coach bet on is not under contract with a team at the specified time period for the bet, bets on such coach will be voided.
- *Longest Kickoff Return Markets* – If there is no kick return in the applicable Event, all bets for such market will be voided.
- *Longest Punt Return Markets* – If no punt return is attempted in the Event, all applicable bets for such market will be voided.
- *Player Fantasy Points Markets* – Bets are settled based on the version of the DraftKings' Daily Fantasy Football Scoring System (available by clicking [HERE](#)) in effect at the time the bet was accepted by DraftKings.
- *1st Defensive Sack Markets* – If there is a shared sack (for example only, Player A records 0.5 sack and Player B records 0.5 sack on the same play), Dead Heat Reduction rules apply.
- *Race to X Points (2nd Half) Markets* – Settlement of bets includes overtime statistics.
- *Team Head-2-Head to Win a Playoff Game Against Markets* – If the applicable teams do not play against each other, bets on such markets will be settled as lost.
- *Team Head-2-Head: Which Team Will Progress Further in the Playoffs? Markets* – Bets are settled based on round of elimination. If both teams are eliminated in the same round of the playoffs, and "Eliminated in the same round" or "Tie" is offered as a Selection, bets on the "Eliminated in the same round" or "Tie" Selection, as applicable, will be settled as won, and bets on all other Selections will be settled as lost. If both teams are eliminated in the same round of the playoffs, and no "Eliminated in the same round" or "Tie" Selection is offered, such market will be settled as Push. Winning the Super Bowl is considered progressing further than losing the Super Bowl.
- *Cross Sport Specials Markets* – If all Selections for the bet do not Participate in the stated Events specified within the bet, all bets on such Selections will be voided. If all Events specified within the bet do not reach their intended, natural, or normal end on the date specified for the bet, bets for such market will be voided unless settlement is already Unconditionally Determined.

- Wire to Wire Markets – For a team to lead wire to wire, such team must lead the Game at the end of each quarter, or half if only halves are played in the Game. If the score of the Game is tied at the end of any quarter or half, a team has not led the Game wire to wire. If the Selection bet on does not lead the Game at the end of each quarter, or half if only halves are played in the Game, the bet is settled as lost.

## **Golf**

### **Participation**

Participation shall mean a golfer taking at least one stroke in the applicable Event.

### **Schedule and Format Changes**

If an Event starts and the number of holes scheduled to be played for the Event is subsequently reduced to fewer than half of the total number of holes that was officially announced or scheduled for the Event at the time the bet was accepted by DraftKings, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If an Event starts and the number of holes scheduled to be played for the Event is reduced, but at least half of the total number of holes that was officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are still scheduled to be played, bets on such Event will not be voided solely due to the reduction in the number of holes scheduled to be played for the Event. If no official number of holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of holes at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's number of holes is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of holes customarily played in the previous three iterations of the Event or similar Events played in the applicable organized series (for example only, PGA TOUR) will be deemed the officially announced or scheduled number of holes for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for bets that specify individual hole(s) or individual shots where settlement is already Unconditionally Determined, if a Competition has started and the number of rounds for the Competition is changed from the number of rounds that was officially announced or scheduled at the time the bet was accepted by DraftKings, all bets placed after the final shot of the last completed round of the Competition will be voided. If no official number of rounds was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds for the Event that was first announced or scheduled by the Event's official governing body shall be deemed to be the Event's official number of rounds at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's number of rounds is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

For the men's golf Masters tournament, US PGA Championship tournament, US Open Championship tournament, and the Open Championship tournament and for the women's golf Chevron Championship tournament, US Women's Open tournament, Women's PGA Championship tournament, the Evian Championship tournament, and the Women's Open

Championship tournament (collectively the “Majors” and each a “Major”), if the Major is not Concluded in the same calendar year (local course time) as it was originally scheduled for at the time the bet was accepted by DraftKings, such bets on that Major will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Major at the time the bet was accepted by DraftKings, the first official start date for the Major announced by the Major’s official governing body shall be deemed the officially scheduled start date for the Major at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for Majors, if an Event has not started, is rescheduled, and does not start within three days from the official start date (local course time) for the Event that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for Majors, if an Event starts, is then Interrupted, and such Event does not resume within 72 hours from the Event’s last instance of play, bets for such Event will be voided unless settlement is already Unconditionally Determined.

If an Event that is a tournament has started and the period of play (for example only, a round or partial round) is reset or stopped, and the Event’s official governing body vacates the statistics from such period of play, all bets placed after the 1st shot of the vacated period of play up to the last shot of the vacated period of play will be voided. If a period of scoring is reset or stopped by the Event’s official governing body and then replayed, bets will be settled only on the official statistics of the replayed period of play.

#### **General Golf Settlement Rules**

- The “Green” shall mean the green surface according to the Event’s official governing body or official statistical provider. For settlement purposes, the Green shall be the designated Green for only the applicable hole the golfer or team is playing. A shot finishing on a Green designated for a different hole other than the one the golfer or team is playing will not count as a Green hit for settlement purposes. A ball finishing on the fringe does not count as finishing on the Green for settlement purposes.
- The “Fairway” shall mean the designated fairway for only the applicable hole the golfer is playing. A shot finishing on a fairway of a different hole other than the one the golfer is playing will not count as a Fairway hit for settlement purposes.
- The lie a ball finishes in after the shot, but before any free relief, drop or ruling which changes the lie of the shot, will be used for settlement purposes. For example only, if Golfer A hits their drive into the rough, but the ball lands on a sprinkler head giving Golfer A free relief to

drop the ball, even if the dropped ball lies in the Fairway, the lie of the ball after the drive will be deemed to be in the rough for settlement purposes.

- A golfer or team missing the cut is deemed to have completed the officially scheduled number of holes or rounds for the Event for settlement purposes.
- Dead Heat Reduction rules apply to all bets with multiple winning Selections, unless: (i) "Tie" is offered as a Selection, in which case bets on "Tie" as the Selection will be settled as won and bets on any other Selection will be settled as lost; (ii) the bet specifies "(Inc. ties)" or "Including ties" in which case a bet on a winning Selection will be settled as won; or (iii) there is a playoff or tie breaker used by the Event's official governing body to determine the winner of the tie.
- For any bets that are settled based on the final standings of an Event, all results from any playoff holes played will be included for settlement purposes, and for any bets which are not settled based on the final standings of an Event (for example only, a bet on the number of birdies a golfer will make during 72 holes of the Masters), results from any playoff holes played will not be included for settlement purposes.
- For markets based on an Event that is a tournament: (i) a golfer who has completed more rounds in the tournament will always be considered to have finished better than a golfer who has completed fewer rounds in the tournament, and (ii) if golfers have completed the same number or rounds in the tournament, but have not completed all rounds of the tournament, the score of such golfers after the last completed round of the tournament, ignoring any partial round completion, will be used for settlement purposes.
- For four hours after the applicable round of a tournament has Concluded, bets may be re-settled for any subsequent statistic changes to correct a score reporting error in the official statistics for that round. Bets will not be re-settled due to any penalties, disqualifications, or other rulings after the initial settlement even if such situations occur within four hours after the applicable round of a tournament has Concluded. However, all bets that have not yet been settled will be settled to include any penalties (including, but not limited to, a shot clock penalty), disqualifications, or other rulings assessed prior to the bet being settled.
- A score handicap shall mean an addition or subtraction of shots by the sport's official governing body that apply to all golfers participating in that Event. For example only, the PGA Tour Championship tournament may begin with golfers starting the tournament with different scores based on their season rank at the start of the PGA Tour Championship tournament.
- Bets on any market pertaining to eight or more golfers will not be voided solely because: (i) one or more of the golfers the bet pertains to does not start the 1st hole of the Event, (ii) one

or more of such golfers does not Participate in any of the applicable hole(s) of the Event, or (iii) one or more of the golfers the bet pertains to withdraws, retires, forfeits, is disqualified, or otherwise does not finish the Event.

- Bets will not be voided solely because golfers do not play with the group or pairing specified on the DraftKings Platform.
- For any bets relating to a golfer's or group of golfers' nationality, the nationality specified in the Official World Golf Ranking ("OWGR") will be used as the official source of nationality for settlement purposes. The Selection "Rest of the World" for any bets relating to a golfer's or group of golfers' nationality includes all golfers on the OWGR with a nationality other than the United States of America or any country or nation in Europe as defined by OWGR. If a golfer's or a group of golfers' nationality is unavailable on the OWGR, DraftKings reserves the right to settle bets using statistics from reliable sources, but if a golfer's or group of golfers' nationality is not available on OWGR and/or reliable sources, all applicable bets on a golfer's or group of golfers' nationality, as applicable, will be voided.
- Once a shot is played from the Green, that shot and all subsequent shots are considered putts, regardless of the club used, or lie the shot is taken from. Shots using a putter from off the Green before the golfer's 1st shot on the Green do not count as putts for settlement purposes.
- Distance measurements of all shots are rounded to the nearest whole number for settlement purposes. Any distances with a decimal less than 0.5 will be rounded down to the nearest whole number, and any distance with a decimal of 0.5 or higher will be rounded up to the nearest whole number. For example only, 235.3 yards would be rounded down to 235 yards; 175.8 yards would be rounded up to 176 yards; 145.5 yards would be rounded up to 146 yards; and 34.2 feet would be rounded down to 34 feet.
- An eagle score on a hole is settled as birdie or better but does not count as two birdies for settlement purposes. An albatross score on a hole is settled as a birdie or better or eagle or better, as applicable, but does not count as two eagles or two or more birdies for settlement purposes. A double bogey (or worse) score on a hole will be settled as a bogey or worse but does not count as multiple bogeys for settlement purposes.
- When betting on future years' Event markets, only the 1st iteration of the applicable Event played that year will be considered for settlement. If the future year's Event is not played in the calendar year specified on the DraftKings Platform, all bets on such future years' Event will be voided.
- Conditions of competition or local rules (for example only, preferred lies; or lift clean, and place) a round is played under will not affect settlement of bets.

- Any golfers who qualify for a playoff for an Event and do not have their exact finishing position determined by such playoff will be deemed to tie for the next available unclaimed finishing position after the winner of the playoff for settlement purposes. For example only, if three golfers qualify for a playoff to determine a tournament winner but the playoff does not determine which of the golfers will get second and third place, after Conclusion of the playoff one golfer will be settled as the winner of the tournament, and the other two golfers would be settled as tied for 2nd place (i.e., T-2).
- These Golf Sport Rules apply to any bets on golf Events played under the Stableford or modified Stableford format.
- Where a bet specifies a score on a certain hole or certain group of holes, if all of the specified holes are not completed by all the golfers specified in the market, such bets will be voided unless settlement is already Unconditionally Determined.

#### **Market Specific Golf Settlement Rules**

- *Fairways Hit Markets*
  - Bets are settled on the golfer's 1st official attempt at the tee shot only, and provisional balls or re-tees do not count for settlement purposes.
  - For par four and par five holes, tee shots that land on the Green or the fringe will be deemed to have landed in the Fairway for settlement purposes.
  - Tee shots on par three holes do not count for settlement purposes.
  - Any tee shot that does not finish on the Fairway, fringe, or Green designated for the applicable hole will be deemed a missed Fairway for settlement purposes.
- *Winner Markets Settled by the Final Standings*
  - *Winning Score, Winning Margin, and Finishing Positions Markets* – If the full number of rounds or holes, respectively, as applicable, that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, all bets on that Event will be voided for these markets. If no official number of rounds or holes, respectively, as applicable, was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as

applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.

○ *Straight Forecast and Dual Forecast Markets*

- *Straight Forecast Markets* – For this market, the bet is on a specified golfer to finish 1<sup>st</sup> for the Event and another specified golfer to finish 2<sup>nd</sup> for the Event, in that exact order.
- *Dual Forecast Markets* – For this market, the bet is on two golfers to finish 1<sup>st</sup> and 2<sup>nd</sup> for the Event, in any order.
- Any statistics from playoff hole(s) will be included for settlement purposes, and if either of the golfers bet on do not Participate in the Event, such bets will be voided.
- If there is a tie between two or more golfers in any applicable finishing position, Dead Heat Reduction rules apply.
- If the forecast bet does not specify straight or dual, the bet is on a straight forecast.

○ *Winner Without Markets* – Bets are settled on the highest finishing golfer for the Event, excluding the golfer(s) named in the market title. Statistics from any playoff holes will be included for settlement purposes.

○ *Finishing Position Markets* – Bets are settled on the positions as stated in the final standings, including ties. For example only, if nine players tie for 15<sup>th</sup> place, all nine golfers are considered to have finished in 15<sup>th</sup> place.

● *Tournament Markets Not Settled Directly by the Final Standings*

- If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
- *Number of X Markets* (for example only *Number of Birdies in a Round*) – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet



was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule. Statistics from any playoff holes will not be included for settlement purposes.

- *Round X Lead and Win Markets* – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule. Any golfer tied for the lead at the Conclusion of a round of a tournament, except the final round, will be deemed a "leader" for settlement purposes. Any statistics from playoff hole(s) after the final round will be included for settlement purposes.

- *Lowest Round Score Markets* – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, bets on this market will be voided. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.

○ *Golfer with X in an Event Markets* (for example only, *Golfer with Hole-In-One in an Event* or *Golfer To Have an Eagle In Round 1*) – If the golfer bet on does not complete the full number of rounds or holes that were officially announced or scheduled for an Event at the time the bet was accepted by DraftKings, such bets on that golfer will be voided unless settlement is already Unconditionally Determined. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.

● *Complete Round Markets*

○ If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.

○ *Round Markets* – Statistics from any playoff holes do not count for settlement purposes.

○ *Round Score Markets* – If a golfer Participates in an Event but withdraws, retires, forfeits, is disqualified from, or otherwise does not finish the Event, all bets on such golfer will be voided unless settlement is already Unconditionally Determined.

○ *Golfer or Group Number of Occurrences in the Round Markets* – If the golfer bet on does not complete the applicable round, bets on such golfer will be voided unless settlement is already Unconditionally Determined.

○ *Round Leader and Round X Top Y Markets* (for example only, *Round 2 Top 5*) – Bets are settled only on the total statistics from the applicable round stated for the bet. If play begins in the next round before all players have completed the round stated for the bet, any statistics from the next round do not count for settlement purposes for this market.

○ *Group of Holes Markets* (for example only, *Player Holes Score - Holes 4-6*) – Only the statistics of the holes stated for the bet will be used for settlement purposes.

● *2 Ball, 3 Ball, and 4 Ball Markets*

- If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
- If any golfer in the group specified for the bet (for example only, in a 3 Ball Market that specifies Golfer 1 vs. Golfer 2 vs. Golfer 3, the group is Golfer 1, Golfer 2, and Golfer 3) does not start the Event, all bets on such group will be voided. For example only, for a 3 Ball Market listing Golfer 1 vs. Golfer 2 vs. Golfer 3, if Golfer 1 does not start the Event, any bets on a 3 Ball Market listing the group of Golfer 1 vs. Golfer 2 vs. Golfer 3 will be voided.
- For all markets relating to the combined score of the group of golfers specified in the bet on a single hole or group of holes, if all of the golfers in the group specified in the bet do not complete all of the designated hole(s), bets on such group of golfers will be voided unless settlement is already Unconditionally Determined.
- 1st Player to X or Next player to X Markets – “1st” and “Next” are defined by the number of holes completed, not the 1st chronological result. For example only, for a 1st Golfer to Make 3 Birdies Market, Golfer A makes his 3rd birdie on hole six at 11:00am, and Golfer B makes his 3rd birdie on hole five at 11:05am. Bets on Golfer B would be settled as won since Golfer B achieved the outcome 1st according to the number of holes completed. If two or more Selections for the bet achieve the specified result on the same hole, Dead Heat Reduction rules apply. If no Selections for the bet achieve the specified result during the Event, bets will be settled as Push. If one or more of the Selections for the bet does not start the final hole of the Event, bets on such market will be voided unless settlement is already Unconditionally Determined.
- Next Golfer to Win a Hole Markets – Bets will be settled on which of the golfers specified for the bet wins a hole outright against the other golfers in the group specified for the bet. In 3 Ball Markets and 4 Ball Markets, if two or more golfers in the group specified for the bet tie for a hole, all golfers in the specified group remain eligible to win the next hole. If one or more golfers in the group specified for the bet does not start a hole, such hole will not be considered for settlement purposes. If none of golfers in the group specified for the bet wins a hole outright against the other golfers specified for the bet by the end of the round, the market will be settled as Push. Any playoff hole(s) do not count for settlement purposes for this market.
- Group Par 3/4/5 Winner Markets – If any golfer in the group specified for the bet (for example only, in a 3 Ball Market that specifies Golfer 1 vs. Golfer 2 vs. Golfer 3, the group is Golfer 1, Golfer 2, and Golfer 3) does not start the 1st applicable hole of the Event, all bets on such group (for example only, Golfer 1 vs. Golfer 2 vs. Golfer 3) will be voided unless settlement is already Unconditionally Determined.

- Specified Hole Markets

- If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
- Bets listing a hole number will be voided if the hole is not played. For example only, Golfer A in match play for an 18-hole match is up by two holes with one hole left to play in the match. If the 18th hole is not played, any bets listing the 18th hole will be voided. For further example only, in a stroke play tournament, if the format is shortened to 54 holes, any bets listing the 72nd hole will be voided.
- Bets on the final hole are settled on the statistics of the last hole of the Event, excluding any playoff hole(s).

- Shot Markets

- If the golfer bet on does not Participate in the specific Occurrence (i.e., the next shot that the market applies to), all bets for that golfer on those specific shots will be voided unless settlement is already Unconditionally Determined.
- Field Nearest The Pin and Field Longest Drive Markets - If 50% or more of the total golfers offered as Selections do not start the hole bet on, all bets on such hole will be voided.

- Match Play Markets

- A hole ending by concession will be deemed Concluded for settlement purposes.
- Only bets on markets pertaining to the result of the applicable match for that market will include statistics of any playoff hole(s) for settlement purposes.
- If the golfer in a match-up is substituted with a new golfer, all bets on the match-up that include the removed golfer will be voided.
- If a hole is conceded, for any bets settled based on a golfer's or team's number of shots on the conceded hole (for example only, Player A to score a birdie or better on the conceded hole), the shots of each golfer or team, as applicable, for the conceded hole will be determined as follows for settlement purposes:
  - If the non-conceding golfer or team has not finished the hole and would win the hole by only one stroke if they holed their next shot at the point of concession, based on both the conceding and non-conceding golfers or teams score for the hole at the point of concession, the non-conceding golfer or team will be deemed to have holed their next shot for settlement purposes, regardless of the distance the ball is from the hole.

For example only, if Golfer A has hit three strokes on the hole, Golfer B has hit four strokes on the hole, and neither golfer has holed out, then Golfer B concedes the hole, Golfer A will be deemed to have made her next shot for settlement purposes, regardless of the distance from the hole, meaning Golfer A will be deemed to have made a four on the hole for settlement purposes.

- If the score on the conceded hole for the non-conceding golfer or team cannot be established for settlement purposes, bets on such golfer or team for such hole will be voided unless settlement is already Unconditionally Determined. For example only, on a par five hole, Team A has taken three shots, Team B has taken five shots, and neither team has holed out, then Team B concedes the hole; A bet on Team A to make a par or better on the hole would be settled as won, since settlement was already Unconditionally Determined (i.e., the best score Team B could have on the hole is a six, so Team A would only win the hole with a par or better); however, bets on Team A to make birdie or better on the hole will be voided since settlement was not already Unconditionally Determined (i.e., Team A would win the hole with a par).
- If the golfer on the team that loses the hole does not hole out, bets on such losing golfer or team will be voided unless settlement is already Unconditionally Determined. For example only, on a par four hole, Golfer A has taken four shots but has not holed out, Golfer B then makes a birdie on the hole; a bet on Golfer A to be birdie or better on the hole would be settled as lost, since settlement was already Unconditionally Determined (i.e., Golfer A had already missed his birdie shot). For another example only, on a par five hole, Golfer A has taken three shots but has not holed out, Golfer B then makes an eagle on the hole; a bet on Golfer A to be birdie or better on the hole will be voided, since settlement was not already Unconditionally Determined (i.e., Golfer A could have still made his birdie shot).
- If a hole is won by hammer rejection, bets settled based on the stroke score for the hole will be voided unless settlement is already Unconditionally Determined. If a hole is won by hammer rejection, the hole winner is the golfer or team who played the hammer for settlement purposes.
- If there are any shot clock penalties assessed on a hole prior to the hole being completed, such penalties will be included for settlement purposes.
- 1st Full Point Markets – This market is settled as the 1st team to win a scheduled match and, as a result, acquire a full point for the Competition. If all scheduled matches for a Competition end in a tie, bets will be settled as Push.
- Winning Point Markets – The winning point in a Competition is the point scored by a golfer who wins the Competition for that golfer's team. For example only, Golfer A makes a shot

to win a hole; as a result of winning that hole, Golfer A's team is awarded the point in the Competition that wins the Competition for Golfer A's team (in such case, bets on Golfer A as the Selection would be settled as won, and bets on all other Selections would be settled as lost). For further example only, Golfer B makes a shot, and then the opposing golfer concedes the hole; as a result of winning that hole, Golfer B's team is awarded the point in the Competition that wins the Competition for Golfer B's team (in such case, bets on Golfer B as the Selection would be settled as won, and bets on all other Selections would be settled as lost). For further example only, Golfer C makes a shot and then the opposing golfer misses a shot to lose the hole; as a result of winning that hole, Golfer C's team is awarded the point in the Competition that wins the Competition for Golfer C's team (in such case, bets on Golfer C as the Selection would be settled as won, and bets on all other Selections would be settled as lost) If there is a tie in the applicable Competition, all applicable bets for such Competition will be voided.

○ Day or Session Markets – Bets will be settled based on results of the match(es) on the day or session specified for the bet, not on any results from matches on any other day or session.

- Season Long Markets – Bets will be settled following Conclusion of the last tournament of the relevant season. Any monetary bonuses will not be counted for settlement purposes.
- 1st Time Winner Markets - This market will be settled on whether the winner has won the tournament before or not. A tournament may change names, courses, or sponsors and still be classed as the same tournament if specified as such by the tournament's official governing body.
- Next 1st Time Winner on a Tour Markets – This market is settled only on sanctioned and co-sanctioned tournaments and rounds of the tour specified for the bet, including, but not limited to, all Majors. If none of the Selections for a market wins a tournament on the applicable tour during the calendar year specified for the bet, bets on such markets will be voided.
- Player X Grand Slam Markets – If all four Majors are not played in the calendar year specified on the bet, bets on the golfer bet on will be voided. If the golfer bet on does not play in the 1st Major in the calendar year specified on the bet, bets on such golfer will be voided.
- To Qualify and To Reach Markets – Bets are settled on the results from the applicable qualification Event or qualification criteria only. Bets will not be re-settled if golfer(s) or team(s) that qualify for the Event change after qualification.

- *Cut-Line Markets* – Bets are settled based only on the 1st official cut of the tournament. Bets will not be settled or re-settled according to any subsequent cuts after the 1st official cut of the tournament, including, but not limited to, made cut didn't finish cuts.
- *To Make the Cut and To Miss the Cut Markets* – Any golfer who starts a tournament and withdraws, retires, forfeits, is disqualified, or otherwise pulls out or is eliminated from the tournament prior to the 1st official cut of the tournament being made will be deemed to have missed the cut for the tournament for settlement purposes.
- *Tournament Hole in One Markets* – If the number of holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official number holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of holes at the time the bet was accepted by DraftKings for purposes of this *Tournament Hole in One Markets* rule. If no such announcement or schedule regarding the Event's number of holes is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of holes customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of holes for the Event at the time the bet was accepted by DraftKings for purposes of this market.
- *Group of Golfers Versus The Field Markets* – The field is designated as all golfers in the Event except the group of golfers specified in the bet. If any of the golfers in the group specified for the bet (i.e., the group that is against the field) does not Participate in the Event, such bet will be voided.
- *Bogey Free Markets* – Any score that is a bogey or worse (for example only, double bogey) will be considered a bogey for settlement purposes.
- *Distance Off the Tee Group of Golfers Markets* – If the tee shots of all the golfers in the group bet on miss the Fairway, Green, or fringe on the hole specified for the bet, bets on the Selection "no fairway" will be settled as won, and bets on all other Selections will be settled as lost.
- *Tee Shot Markets* – Bets are settled on the golfer's 1st official attempt at the tee shot only, and provisional balls or re-tees do not count for settlement purposes for *Tee Shot Markets*. For *Tee Shot Markets* on par four and par five holes, tee shots that land on the Green or the fringe for the designated hole will be deemed to have landed in the Fairway for settlement purposes. If the tee shot lands in any other lie that is not listed as a Selection for the bet, bets on the Selection "Rough or Other" will be settled as won, and bets on any other Selection will be settled as lost. Any tee shot that does not finish on the Fairway designated for the

applicable hole will be deemed as a missed Fairway for settlement purposes. For all Selections in a Tee Shot Market concerning a shot's distance off the tee, the shot must finish on the Fairway of the designated hole to be counted as a Fairway hit for settlement purposes.

- Proximity to Hole Markets – If the shot bet on misses the Green, bets on the Selection “Over” will be settled as won, and bets on any other Selection will be settled as lost. Only the 1st tee shot will count for settlement purposes, and provisional balls or re-tees do not count for settlement purposes for this market.
- Nearest to the Hole Markets – A golfer's shot must finish on the Green to qualify. If a golfer's shot does not finish on the Green, bets on such golfer for this market will be settled as lost. Dead Heat Reduction rules apply if two or more golfers are an equal distance from the hole. If all golfers listed as Selections for the bet miss the Green, bets on the Selection "No Green" will be settled as won, and bets on all other Selections will be settled as lost. If any Selection does not start the applicable hole, bets on all Selections will be voided.
- Green In Regulation Markets – Green in regulation is when a golfer's shot lies on the Green with two or more strokes less than par for the hole. For example, on a par four hole, getting the ball on the Green in two or fewer strokes is a Green in regulation.
- Wire to Wire – For a golfer to lead a tournament from wire to wire, the golfer must be the leader of the tournament at the end of each round of the tournament and wins the tournament. If multiple golfers are tied as the tournament leader at the end of a round of the tournament, except for the final round of the tournament, each of those tied golfers is a leader of the tournament for purposes of settlement. If the number of rounds for the tournament bet on changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on that tournament will be voided. If the number of rounds for the tournament bet on was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds first announced or scheduled by the tournament's official governing body shall be deemed the official number of rounds for the tournament at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the number of rounds for a tournament is made by the tournament's official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily played in the previous three iterations of the tournament will be deemed the officially announced or scheduled number of rounds for the tournament at the time the bet was accepted by DraftKings for purposes of this Wire to Wire rule.



## **Handball**

For the purposes of these Handball Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Schedule and Format Changes**

Except for *Futures Markets*, if a Match does not start, or the Match’s official governing body declares the Match will not start, on the Match’s start date (local arena time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets for such Match will be voided. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first official start date for the Match announced by the Match’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets* and Matches where a mercy rule call was made, if a Match starts, is then Interrupted, and such Match does not, or the Match’s official governing body declares the Match will not, reach its intended, natural, or normal end within 24 hours from the Match’s last instance of play, bets on *Moneyline Markets* for such full Match will be voided (regardless of a winner for such Match being declared, a participant or team in the Match advancing to the next stage of the Competition, or a team in the Match being declared the champion) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined.

### **General Handball Settlement Rules**

- ~~• All settlements are based on the statistics and results provided by the official website of the league’s/competition governing body.~~
- ~~• Dead Heat rules are applied for certain markets and as stated in the individual market rule.~~

## Darts

### General Rules

- ◆ All games must start on the scheduled date for bets to have action. The exception is if we advertise an incorrect start time.
- ◆ All bets on a game which starts but is then abandoned or postponed will be void unless rearranged and played on the same date (local time) or unless it is otherwise stated in the rules.
- ◆ Bets on any match market abandoned before the full completion of the statutory number of legs/sets will be void unless settlement is already determined.
- ◆ In the event the statutory number of sets/legs is changed or differs from those offered for betting purposes, then all bets are void, unless settlement is already determined or unless otherwise stated.
- ◆ For futures markets, if a player does not play, bets on that participant will be void—with the exception of bets placed on any player who takes part in a given tournament's qualifier but fails to qualify for the main tournament. Such bets will be deemed losers for settlement purposes.

### Specific Market Rules

- ◆ **Moneyline/Winner**—In the event a match starts but is not completed, the player progressing to the next round or being awarded the victory will be deemed the winner for settlement purposes. All bets will be settled as push in the 2 way market if the match result is a tie. In the event the statutory number of sets/legs is changed or differs from those offered for betting purposes then all bets will stand.
- ◆ **Match Winner & Highest Checkout & Most 180s**—Predict which player will win the match, score the highest checkout, and have the most 180s. In the event one (1) of the conditions is not met, then bets will be settled as lost. For example, in the event both players score the same highest checkout or have the same amount of most 180s, then bets will be settled as lost.
- ◆ **Daily Specials**—All scheduled games must be played on the specified day for bets to have action unless settlement has already been determined.

### Settlement Rules

- ◆ All settlements are based on the statistics and results provided by the official website of the league's/competition governing body.
- ◆ In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.

## Golf

### General Rules

- ◆ Notwithstanding any other house rule(s) and unless settlement has already been determined, in the event there is a reduction in scheduled rounds played, bets placed on any market will be void if either less than thirty-six (36) holes of the tournament have been completed by all remaining golfers or the bet(s) are placed after the final shot of the most recently completed round.
- ◆ If the start of a round is delayed, or if play during a round is suspended, all pending wagers will remain valid for 48 hours. If the postponement lasts more than 48 hours, all pending wagers will be cancelled, and stakes refunded.
- ◆ For the four 'Majors', namely the US Masters, USPGA, US Open and British Open Championships, pre-tournament futures winner bets will stand so long as the event is completed in the calendar year, otherwise they will be void.
- ◆ Where a golfer withdraws before the start of a tournament then all bets on that participant will be declared void.

### Specific Market Rules

- ◆ **Tournament Futures Winner**—All futures bets are settled on the player/team winning the trophy. The result of playoffs is taken into account. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void. In the event that there is a change to or decrease in the booked number of rounds or openings played in the competition, wagers set on this market will stand if 36 holes of the tournament have been completed. If less than 36 holes have been completed, or futures bets were placed after the last shot of the previous completed round, bets will be void.
- ◆ **Top Nationality/Player Betting**—The winners will be settled in the same way as futures bets, subject to Dead Heat deductions, with only the players quoted counting for settlement purposes. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- ◆ **End of Round Leader /End of Round (X) Top (X) Finish**—The player with the leading score/those in the specified top finish positions at the end of the named round will be deemed the winner/s. Dead Heat rules apply. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- ◆ **Winner Without Favorite/Nominated Players**—Predict who will win the market without selected players. Dead Heat rules apply.
- ◆ **Top Specified Finish**—A Player to finish within the Top 5, 10, 20 etc. of a specific tournament. Dead Heat rules apply. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- ◆ **Top Specified Finish (including ties)**—A Player to finish within the Top 5, 10, 20, etc. of a specific tournament. In the event of ties, winning selections will be paid in full. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.

- **Outright betting including “The Field”**—In betting with a “group of players” vs. “The Field”, if any of the named players within the “group of players” against the field do not tee off on their first hole, then all bets will be void. The field is deemed as all other players excluding any referenced player or group of players whether the players in the field are quoted or not. Above Tournament Futures Winner rules apply to determining the winner.
- **18 Hole 2 & 3 Ball Match Bet Markets**—Bets void in the event the players do not tee off on their first hole. If a round is abandoned, bets on that round will be void. In the event that pairings or groups change, then all bets will be void. The winner will be the player with the lowest score over 18 holes. For tournaments using the Stableford scoring system the highest points scorer during the round is the winner. For 2 ball betting, where a price is not offered for the tie, bets will be settled push in the event of a tie and wagers refunded. In 3 ball betting Dead Heat rules will apply. For hole winner markets, bets void in the event the players do not tee off on their first hole. Dead Heat rules apply in the event of tied scores. If a player withdraws during the hole, bets on the withdrawn player will be settled as losers. Bets are settled once the players leave the green. For hole group betting, bets are settled based on the score over a specified group of holes. Dead Heat rules apply in the event of tied scores. Bets will be void if one of the players does not tee off on the first of the specified holes. If a player withdraws during the specified group of holes, bets on that player will be settled as losers.
- **Six Shooter**—Predict which of the 5 or 6 players in a group will win the round. Dead Heat rules apply. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- **Player Finishing Positions**—All rounds of the tournament scheduled to be played as of bet placement must be completed for bets to qualify otherwise bets will be void. In the event a player misses the cut, then their finishing position will be determined at this point. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- **Tournament Match Bets**  
In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void. If a player withdraws, whichever player completes the most holes is deemed the winner. If both players complete the same number of holes, the player with the lowest score is deemed the winner.
  - If the scheduled number of rounds is reduced by bad weather, bets will be settled so long as there is a deemed tournament winner and a minimum of 36 holes played. The winner will be the player leading after the last completed official round.
  - If a player is disqualified or withdraws after starting, either prior to the completion of two rounds or after both players have made the cut, then the other player is deemed the winner. If a player is disqualified during either the 3rd or 4th rounds, when the other player in the match bet has already missed the cut, then the disqualified player is deemed the winner.

- If an individual match-up ends in a tie, bets will be settled as push. For match betting where a price for the tie is offered and the match is tied, bets on either player will be settled as losers.
- Playoff is taken into account for settlement purposes.
- **Tournament Trio/Group Betting**—Bet on which player will achieve the highest placing at the end of the tournament from the group of named players. Players are grouped together for betting purposes. In the event a player in the group does not tee off on their first hole, the market will be void. Dead Heat rules apply. At least 36 holes must be completed.
- **Tournament Specials/Props**
  - **To Make or Miss the Cut Markets**
    - The first official cut will be used to settle this market. Any subsequent cut will be irrelevant. Any player who withdraws or is disqualified prior to the first cut will be deemed to have missed the cut.
    - For bets on what score to par the tournament cut be made at, the first official cut will be used to settle this market. Any subsequent cut will be irrelevant.
  - **Hole in One Markets**
    - **Tournament Hole in One**—Bet on if a hole in one will be scored during the tournament. Bets will stand as long as a minimum of 36 holes of a tournament are played.
    - **Round Hole in One**—Bet on if a hole in one be scored during a particular round of a tournament. Bets will stand as long as the particular round is completed.
    - **Will a Hole in One Be Scored on a Particular Hole During the Tournament**—Bets will stand as long as a minimum of 36 holes of a tournament are played.
    - **Will Specified Player Make a Hole in One During the Specified Round or Tournament**—In the event the player selected for this market does not tee off on their first hole, bets on such selected player will void.
  - **Total Players Under Par**—Bet on how many players will finish the tournament with an overall score under par. 36 Holes must be completed for bets to stand.
  - **First Time Winner?**—Bet on if the tournament will be won by a player who has never won the specific tournament before.
  - **Tournament Winning Margin**—Bet on how many shots the winning player will win the specified tournament by (i.e. How many strokes between the winner and second place). Bets will stand so long as a minimum of 36 holes are played.
  - **Tournament Wire to Wire Winner**—Bet on the winner of the tournament to be the tournament leader at the end of each specified round. All rounds of the tournament scheduled to be played as of bet placement must be completed for bets to stand.
  - **Tournament Winning Score**—Bet on what the tournament winner's winning score is at the end of the tournament. Settlement will be upon the completion of 72 holes otherwise bets will be void.

- **Highest Tournament Round Score**—Predict the highest individual round score carded by a player during the tournament. Where markets contain a specific list of players to shoot the highest tournament round score, Dead Heat rules will apply.
- **Lowest Tournament Round Score**—Predict the lowest individual round score carded by a player during the tournament. Where markets contain a specific list of players to shoot the lowest tournament round score, Dead Heat rules will apply.
- **Will There Be an Albatross?**—Bet on if an Albatross will be scored during the tournament. An Albatross is a score of 3 under par on any particular hole. Bets will stand as long as a minimum of 36 holes of a tournament are played.
- **Double/Triple Chance**—Bet on whether one of the two/three named players will win the tournament. In the event of one or more of the selections not playing in the tournament, bets will be void.
- **Straight/Dual Forecast**—For straight forecasts, players must come 1st and 2nd in the specified order, and in dual forecasts, players must come 1st or 2nd in either order. Both players must tee off for bets to stand; otherwise bets will be void. In the event of a tie for second place, Dead Heat rules will apply.
- **Player Round Score**—Bet on what score a player will shoot for a given round. Bets will be void if there is a change in Par to the course. Player must complete the whole round for bets to stand.
- **Player Round Handicap**—The handicap is applied to the specified players' round scores, with the lowest score being the winner. e.g. Player A +0.5 scores 70, Player B -0.5 scores 70, Player B is settled as the winner once the handicap has been applied.
- **Player Hole Scores**—Bet on what score a player will shoot on a given hole. Bets void if there is a change in par of the hole. If a player withdraws before teeing off on a given hole, bets on that hole will be void. If a player withdraws having started a hole, bets will be settled as 'Over Par'.
- **Player Hole Group Scores**—Bet on what score a player will shoot on a given group of holes. Bets void if there is a change in par of the hole(s). If a player withdraws before teeing off on a given group of holes or doesn't complete the specified number of holes in the group, bets on that hole group will be void.
- **Any Player Over/Under Par on X Hole**—Bet on if any player in the group will shoot under or over par on a certain hole. If a player withdraws having teed off on a certain hole, their score will be treated as 'Over Par'. If any of the players do not tee off, bets will be void.
- **Player Bogey Free Round**—Bet on if a player will score zero bogeys during their round. If a player withdraws before the round is complete, then if they have already scored a bogey the bet will be deemed a loser. If the player withdraws before completing the round without having scored a bogey, bets will be void.

- **Specified Hole Played** – Bet on if hole X be played during the match/tournament (or i.e. if the match will reach the last possible designated hole to be played. Bets void if the number of holes/rounds are reduced.
- **Last Hole Played** – Bet on what hole in the round will the match end. For 36 hole matches, bets will be void if the number of rounds are reduced. Bets will be void if a player withdraws at a point in the match where the result is still to be determined. For 18 hole matches, if a player withdraws after the 16th hole when the match is tied or after the 17th when a player leads by 1, then the Last Hole Played is settled as Hole 18, since any natural conclusion to the match would require the 18th hole to be played.
- **To Lead After Specified Hole** – Bet on which player/team will lead the match round after a certain hole. For 36 hole matches, bets will be void if the number of rounds are reduced. Bets will be settled as push if the players are tied after a given hole unless the tie is an option. Bets will be void if a player withdraws at a point where the result is still to be determined.
- **Winner 72 Hole Performance** – Bet on what score the winner of the tournament will shoot on the last hole. Under Par, Par or Over Par. If the tournament is reduced to 54 or 36 holes, the last hole score of the player will count so long as there is an official result.
- **Will the Winner of the Tournament Be in the Last Pairing that Tees Off in Round 42** – This is the leading group by scores going into the final round.
- ◆ **Match Play Markets**
  - ◆ **Match Winning Margin** – Bet on by how many holes (or strokes in stroke play format matches) a player/team will win the match. For 36 hole matches, bets will be void if the number of rounds is reduced. For 18 hole matches, if a match finishes before the completion of the stated number of holes, bets will be settled on the official result. Bets will be void if a player withdraws at a point in the match where the result is still to be determined (e.g. The number of holes remaining is greater than or equal to the score at the time of withdrawal). For stroke play matches, matches will be void if a player withdraws or 18 holes are not completed.
  - ◆ **Match Handicap** – The handicap is applied to the specified Player/Team's match scores, with the Player/Team winning the most holes being the winner. e.g. Player A/Team A + 0.5 holes, Player B/Team B - 0.5 holes. If the match is level, Player A/Team A is settled as the winner once the handicap has been applied.
  - ◆ **Most Birdies in the Match** – Bet on who will make the most birdies in the match. In the event of a draw bets will be settled as push unless the tie is offered.
  - ◆ **To Lead the Match First** – Bet on who will take the lead first in the match. Bets void if no one takes the lead during the match.
  - ◆ **Par 3/4/5 Winner** – Bet on who will score better/win the most holes on a specific par hole. For example, bet on who will score better on just the par 3 holes. Bets stand so long as the match is completed.
  - ◆ **Will Player Hit the Fairway in Regulation on a Specified Hole?** – Bet on if a player will find the fairway with their first tee shot.

- **Will Player Hit the Green in Regulation on a Specified Hole?**—Bet on if a player will hit the green in the regulated number of shots for the hole (1 shot for par 3's, 2 shots for par 4's and 3 shots (or two shots if specified) for par 5's).
- **Whose Ball Will Finish Closest to the Pin on a Specified Hole?**—Bet on whose ball will finish nearest to the pin/hole in regulation shots for the hole (1 shot for par 3 holes, 2 shots for par 4's etc.). At least one ball must be on the green in the regulated number of shots for the par of the hole to count, otherwise bets will be void.
- **How Close to the Pin Will the Ball Finish on Specified Hole?**—Bet on how close to the pin/hole the ball will finish after regulation shots. Balls must finish on the green to count, otherwise bets will be void.
- **Who Will Have the Longest Drive on a Specified Hole?**—Bet on who will have the longest drive/tee shot for the hole. Balls must finish on the fairway to count. Bets void if no balls finish on the fairway.
- **Will Player Hit the Ball Out of Bounds from the Tee Shot on a Specified Hole?**—Bet on if a player will hit the ball out of the course boundaries with their tee shot. Official website stats will be used to determine the result.
- **Will Player Hit the Ball in the Water from the Tee Shot on a Specified Hole?**—Bet on if a player's ball will finish in the water hazard from their tee shot. Official website stats will be used to determine the result.

## Futures/Other Props

- **Seasonal Money List**—Bets placed on money lists such as the Race to Dubai & PGA Money List are to predict which golfer tops the official money list at the end of the European season for the Race to Dubai and the American season for the PGA Tour Money List. For the US Seniors Tour, it is the PGA Champions Tour money List and for the US Women's main tour it is the LPGA Tour Money List. Bets will be determined by the overall winner following the last relevant tournament and will not be affected by any subsequent enquiries or alterations. Does not include FedEx Cup Winner Bonus.

## Major Markets

- **Total Majors Won/To win a Major**—Bet on how many of the four major men's golf tournaments a player will win in the calendar year/if a player will win any one of the four majors in that year, Yes/No. The majors are the US Masters, USPGA, US Open and British Open. A player must play all four majors for bets to stand unless the result has already been determined.
- **Majors Match Bets**—For example, bet on which of two players will win the most majors by the end of the calendar year 2025. If the match-up ends in a tie, bets will be settled as push.
- **Which Player Will Win a Major First Match Bet**—For example, bet on which player will be the first to win a Major before 2025. Bets will be void if neither player wins by the end of 2025.
- **Race to X Majors**—For example, bet on which player will be the first to win 5 Majors by the end of 2025. If no one manages to reach 5 Majors won, bets will be void.



- **Player to Win a Major by Year X** — For example, bet on if a player will win a major by 2025, Yes/No.
- **Skins Matches** — Each player/team tees off in turn and play continues until each player finishes the hole. The player/team with the lowest score on the hole wins the Skin for that hole. The Skin is a set number of points or a monetary value for the hole. If the hole is tied then the Skin is rolled over to the next hole. For example, holes 1 & 2 are tied, but hole 3 is then won, the winning team wins 3 Skins. Once a hole is won the next hole is played for one Skin again. Dead Heat rules apply. If a playoff is required, that will be used for settlement purposes.

## Ryder/Presidents/Solheim Cup and Any Other International Matchplay Markets

- All markets, including Futures, Draw No Bet, Handicap(s), Top Points Scorer and Correct Score, Format Correct Score, and Total Point Markets, will be settled on the official result unless otherwise stated. In the Presidents Cup, To Lift Trophy (without the Tie option), Dead Heat rules will apply.  
  
If a match does not start (e.g. player is injured or disqualified before the start of a match), then all bets on that match will be void. Uncompleted single hole bets will be void.
- **Single Markets** — If an individual match up ends in a tie, bets will be settled as push, with the exception of if playoff holes are required to determine which team advances to the next stage. In this case settlement will include any playoff holes. For team match play events, bets on the winner of any singles match will be void if that match does not reach its natural conclusion. A singles match will be deemed not to have reached its natural conclusion if, for example, the applicable players agree to a half because the overall team contest has already been determined. Uncompleted single hole bets will be void in this scenario also.
- **Fourballs/Foursomes/Greensomes/Scramble** — In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void. For all other bets involving groups of more than 3 players together over 18 holes (e.g. 4 ball, 5-ball, etc.) Dead Heat rules apply.  
  
Please note, in these formats, for any scoring markets in the match, such as an individually named player to score an eagle, hole in one etc., the scores count only when an individual player plays their own ball throughout the entirety of the hole as in the fourball format. Alternate shot formats do not count for scoring markets unless specifically stated.
- **Tournament Correct Score** — Bet on what the final match score will be for the number of matches won by each team (e.g. Ryder Cup 14-14, Europe 15-13, USA 16-12). All scheduled matches must be completed in full for bets to stand, regardless of if an interruption results in a match being completed on a forthcoming day.

- ◆ ~~Day/Session Correct Score~~—Settlement will be based on the score after the scheduled number of matches in the specified format, regardless of an interruption results in a match being completed on a forthcoming day.
- ◆ ~~Day/Session Winner Markets~~—Settlement will be based on the score after the scheduled number of matches, regardless of if an interruption results in a match being completed on a forthcoming day.
- ◆ ~~Top Tournament Points Scorer/Top Nationality Points Scorer Markets/Top Team/Top Rookie/Top Wildcard (or Top Captain's pick) Markets~~—Markets will be settled on the whole tournament. Dead Heat rules apply. In the event a player selected for this market does not tee off on their first hole, bets on such selected player will void.
- ◆ ~~Team to Score 1st Full Point~~—The settled winner will be the first team to win a scheduled match and as a result acquire a full point. In the event of every scheduled match ending in a tie, bets will be settled as push.
- ◆ ~~Player to Hole Winning Tournament Putt~~—Settlement will be based on the player who gains the winning half or full point which gets their team to 14.5 points. In the event of a 14-14 tie, bets will be void (including the player who holes the putt to retain the trophy).

### Settlement Rules

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- ◆ In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.

## Handball

- Except for Futures Markets, if an Event does not finish in a tie but overtime is still necessary for aggregate score formats, statistics from overtime will not be included for settlement purposes. For Futures Markets, statistics from any overtime will be included for settlement purposes.

### General Rules

- ~~All games must start on the scheduled date (local stadium time) for bets to have action. The exception is if we advertise an incorrect start time.~~
- ~~In the event a match venue is changed, bets already placed will stand provided the home team is still designated as the home team. In the event the home and away team for a listed match are reversed (i.e. the home team becomes the away team), bets placed based with the original listing will be void.~~
- ~~In the event a match is abandoned before the end of regular time, all bets on the match will be void, unless settlement has already been determined.~~
- ~~All bets exclude overtime, unless otherwise stated. In the event a game does not finish in a tie, but overtime is played for qualification purposes, then bets will be settled excluding overtime.~~
- ~~In 2-way markets, push rules apply unless otherwise stated.~~
- ~~**Mercy Rule**~~—The ~~score~~statistics at the time of ~~the relevant league's "Mercy Rule"~~a mercy rule call will be used for settlement purposes.

### ~~Specific~~Market Specific Handball Settlement Rules

- Futures Markets
  - Season-Long Head-2-Head Markets – If either of the Selections do not Participate in at least one regular season Match for the applicable season, bets will be voided.
  - ~~Half Markets~~—The relevant half must be completed for bets to have action, unless settlement has already been determined.
  - ~~Player Matchups/Performance Markets~~—Relevant player must receive playing time for bets to have action.
  - ~~Top Team Goalscorer~~Goal Scorer and Tournament Top Goalscorer—Goals scored in regular time and extra time count. ~~Goals~~Goal Scorer Markets – Only goals scored in regulation Match time and overtime, including, but not limited to, any goals scored during a penalty shot during regulation Match time and overtime, are deemed goals scored for settlement purposes. Any goals scored in a penalty ~~shootouts~~shootout do not count. ~~Dead Heat rules apply.~~ as a goal scored for settlement purposes.

## Ice Hockey

### Schedule and Format Changes

“Hockey Playoff Game” shall mean a hockey playoff or postseason Game. Except for bets on Futures Markets, if a Hockey Playoff Game starts, is then Interrupted, and is not, or the Hockey Playoff Game’s official governing body announces that the Hockey Playoff Game will not, Conclude within 90 days of the Hockey Playoff Game’s last instance of Play (local stadium time), all bets on such Hockey Playoff Game will be voided unless settlement is already Unconditionally Determined.

Except for Futures Markets and Hockey Playoff Games, if a Game starts, is then Interrupted with more than five minutes of regulation Game time remaining, and is not Concluded within two calendar days of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Game will be voided unless settlement is already Unconditionally Determined.

Except for Futures Markets and Hockey Playoff Games, if a Game starts, is then Interrupted with more than five minutes of regulation Game time remaining, but the Game is not Concluded within two calendar days of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings: (i) such bets on that Game, except Moneyline Markets for such full Game, will be voided unless settlement is already Unconditionally Determined, and (ii) bets on Moneyline Markets for such full Game will be settled based on the winner declared by the Game’s official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition). If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Game announced by the Game’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for Futures Markets and Hockey Playoff Games, if a Game starts; is then Interrupted with five or fewer minutes of regulation Game time remaining, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and the Game will not be, or is not, Concluded within two calendar days of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, the Game will be considered Concluded for Settlement purposes, and bets on such Game will be settled by using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted. If there was no originally scheduled start date (local stadium time) at the time the bet was accepted by DraftKings, the first scheduled start date for the Game announced by the sports’ official governing body will be deemed the originally scheduled start date for purposes of this paragraph.

For bets on a *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

#### General Hockey Settlement Rules

- All Hockey markets include overtime statistics for settlement purposes, unless: (i) the market's header denotes that overtime is not included for settlement purposes, including, but not limited to, "Excl OT", "Regulation Time" or "60 minutes" in the market header in which case overtime and shootout statistics are not included for settlement purposes or (ii) the Game does not finish in a tie score at the end of regulation Game time, but overtime is played for aggregate scoring purposes, in which case bets on such Game will be settled excluding overtime statistics.

- ◆ ~~Tournament MVP/Tournament All-Star Goalkeeper~~ — All settlements are based on results published by the official governing body.

#### ~~Settlement Rules~~

- ◆ ~~All settlements are based on the statistics and results provided by the official website of the league's governing body on the day of the game.~~
- ◆ ~~In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.~~

# Hockey

## General Rules

- Game must start on the scheduled day (local stadium time) for bets to have action.
  - There must be 5 minutes or less of scheduled game time left for bets to have action unless the specific market outcome is already unconditionally determined.
  - In the event a game is halted before the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, bets will be void unless the specific market outcome is already determined (unless otherwise stated, i.e., playoff game rule).
  - In the event a game is halted after the minimum time has been played, and not completed within 48 hours of the scheduled start date and time, the score when the game was halted will determine the betting results (unless otherwise stated, i.e., playoff game rule).
  - **Playoff Game Rule**—In the case of a halted playoff game (or postseason tournament game), all wagers have action until completion of the game, as determined by the league's governing body.
  - In the event a game is halted at any time, and replayed in full as opposed to resumed, all bets will be void.
  - In the event a game venue is changed, and the home team remains designated as the home team, bets will stand.
  - In the event a game venue is changed, and the home and away team's listings are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.
- In the event of the game being[Except for bets on National Collegiate Athletic Association Hockey Games and bets that exclude overtime statistics for settlement purposes, if a Game is](#) decided by a penalty shootout, one goal will be added to the winning team's [end of regulation](#) score and the [gameGame's](#) total [goals](#) for settlement purposes. ~~This does not apply to markets that exclude overtime nor does it apply to regular season NCAA Hockey games.~~
- All markets include overtime/shootout, unless otherwise stated. In the event a game does not finish in a tie, but overtime is played for qualification purposes, then bets will be settled excluding overtime. Markets that exclude overtime are denoted by "(Excl. OT)" or includes phrases such as "Regular Time" or "60 minutes." Period related markets exclude overtime unless otherwise stated. Goalscorer/Player Performance markets exclude shootouts.
  - In 2-way markets, push rules apply, unless otherwise stated.
  - 3-way markets are settled on the score at the end of regulation time, unless otherwise stated.

## Specific Market Rules

**Pre-Game Markets Excluding Overtime**—All markets in this section are based on the 3 x 20 minute periods of regular time play, unless otherwise stated. Markets that exclude overtime are denoted by “[Excl. OT]” or state “Regular Time” or “60 minutes” in the market header. Period related markets also exclude overtime, unless otherwise stated.

- **Period Markets (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)** – The entire relevant period of play must be completed for bets to have action unless the result is already determined.
- **Odd/Even Markets** – If regulation time is completed without a goal being scored, zero is considered an even number.
- **Race to Goals (2,3,4,5)** – First team to reach the stated number of goals will be settled as the winner. If neither team reaches the stated number of goals, 'Neither' will be settled as the winner.
- **Spread (3-Way)** – Every selection within this market is graded as either a win or a loss. No selection is graded as a "push" in this market. (Ex: A wager on "Team A (+2)" means Team A must win by 3+ goals. Any other result is graded as a loss. A wager on "Tie, Team A (-2)" means Team A must win by exactly 2 goals. Any other result is graded as a loss).

- If no goals are scored in a Game during regulation Game time and overtime (if played in the Game), and the Selection “No Goalscorer” was offered at the time DraftKings accepted the bet, then bets on the Selection “No Goalscorer” will be settled as won, and bets on all other Selections will each be settled as lost.

## Market Specific Hockey Settlement Rules

- Player Props Markets

- *Goalie Performance Markets* – If the goalie(s) bet on do not start the Game, bets on such goalie(s) will be voided.
- *Goalie Shutout Markets* – Bets on “Yes” as the Selection will only be settled as won if the goalie bet on was the only goalie that played for their team the entire Game, including any overtime, and no goals were scored on the goalie bet on. If the goalie bet on was not the only goalie who played for their team the entire Game, including any overtime, and no goals were scored on the goalie bet on, bets on such goalie will be voided.
- *Goalscorer and Player Performance Markets* – If the Selection wagered on does not dress for the Game bet on and get announced as part of the lineup for his or her team for the Game bet on, bets on that Selection for such Game will be voided. Bets on a Selection will not be voided solely because the Selection wagered on doesn’t receive any playing time in the Game bet on. All *Goalscorer Markets* will be settled as lost if there are no goals scored by either team in the Game during regulation Game time and overtime. Bets will include overtime statistics, but do not include shootout statistics for settlement purposes. *Player Performance Markets* do not include *Goalie Performance Markets*.

- Futures Markets

- Eastern Conference Winner and Western Conference Winner Markets – For bets on National Hockey League (“NHL”) conference winner, bets are settled based on the teams that compete in the Stanley Cup Final.
- NHL Regular Season Points and NHL Regular Season Wins Markets – If at least 97% of the regular season games of the team(s) bet on are not Concluded, using the official NHL schedule for the applicable regular season at the time the bet was accepted by DraftKings, such bets on that team(s) will be voided unless settlement is already Unconditionally Determined. If there was no official NHL schedule for the applicable regular season at the time the bet was accepted by DraftKings, the first official schedule announced by the NHL for the applicable regular season will be deemed the schedule for the applicable regular season for purposes of this paragraph.
- To Make the Playoffs and To Make a Tournament Markets – If the sport’s official governing body changes the number of teams that make the applicable playoffs or tournament after the bet was accepted by DraftKings, such bets will be voided.
- Series Betting Markets (for example only, Playoff Series Head-2-Head Markets, Leading Goal Scorer in a Playoff Series Markets, Leading Point Scorer in a Playoff Series Markets) – If the format or number of Games in a series changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that series will be voided. If no official format or number of Games was announced or scheduled for the series at the time the bet was accepted by DraftKings, the format or number of Games for the series first announced or scheduled by the series’ official governing body shall be deemed the series’ official format or number of Games at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the format or number of Games in the series is made by the series’ official governing body at the time the bet was accepted by DraftKings, the format or number of games customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format or number of Games for the Event at the time the bet was accepted by DraftKings for purposes of this Series Betting Markets rule.
- NHL Top Regular Season Points and NHL Top Regular Season Goals Scorer Markets –Bets will not be voided solely because a player does not Participate in the applicable regular season. If two or more players tie with the same number of regular season points or regular season goals, as applicable for the bet, Dead Heat Reduction rules apply.



- Calder Trophy Award Market – If the player bet on does not Participate in at least one Game during the specified regular season, all bets on such player will be settled as lost.
- Draft Props (Ice Hockey) Markets – Bets will be settled using the statistics from the sport’s official governing body.
- Draft Position Over/Under Markets – If a player declares for the draft and goes undrafted, bets on the “Over” Selection for that player will be settled as won. If a player does not declare for the draft or withdraws before the draft starts, bets on that player will be voided.
- Period Related Markets (for example only, 3<sup>rd</sup> Period Total Goals) – Bets do not include statistics from overtime for settlement purposes.
- Daily Props Markets – If the number of Games stated in the market header do not reach their intended, natural, or normal end on the date specified in the market header, bets on such markets will be voided.
- Period Markets (for example only, 1st Period, 2nd Period, 3rd Period) – If all 20 minutes of the relevant period of the Game is not played, bets on such period will be voided unless settlement is already Unconditionally Determined.
- ~~○ Time~~ 1st Goal Markets – If ~~regulation time is completed without a goal being~~ is not scored during regulation Game time, bets on the ~~“over” will be the winner~~ “Over” Selection will be settled as won and bets on the “Under” Selection will be settled as lost.
- ~~○ Highest Scoring Period~~ Markets – If ~~2~~ two or more periods ~~have~~ tie for the ~~joint~~ highest number of goals, ~~“Draw” bets on the Selection “Tie” will be settled as the winner~~ won, and bets on all other Selections will be settled as lost.
- ~~○ Winning Margin~~ Markets – If ~~the~~ regulation Game time is completed and the score is tied, ~~“Draw” bets on “Tie” as the Selection will be settled as the winner~~ won, and all other Selections will be settled as lost.
  - ~~10 Minute Markets (Over/Under Goals, etc.)~~ – The entire specified time period stated in the market header must be completed for the bets to have action unless the specific market outcome is already determined.
  - ~~Other Pre-Game Markets Excluding OT~~
    - Moneyline Regular Time
    - 3-Way Total Goals OU
    - Tie No Bet

- *X Minute Markets (for example only, Shots in 1st Two Minutes, Goal in First Ten)* – If the entire specified interval of Game time stated for the bet is not completed, bets on that interval of game time will be voided unless settlement is already Unconditionally Determined.
- *Next Goal Markets (2nd Goal, 3rd Goal, etc.)* – If the remainder of regulation Game time after the bet was accepted by DraftKings is completed without another goal being scored, bets on the “Neither” Selection will be settled as won, and bets on all other Selections will be settled as lost.

## **Jai Alai**

For the purposes of these Jai Alai Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Participation**

If any of the players (singles or doubles) specified for the bet do not start the Match, all bets on such Match will be voided. Bets on a specific player will not be voided solely because such player is substituted out during the Match.

### **Schedule and Format Changes**

If a Match starts, is then Interrupted after the 1st set of the Match has reached its intended, natural, or normal end, and does not Conclude within 14 days (local stadium time) from the last instance of play, bets on such Match will be voided unless settlement is already Unconditionally Determined.

If a Match starts, is then Interrupted, and the 1st set of the Match has not reached its intended, natural, or normal end within 14 days (local stadium time) from the Match’s last instance of play, bets on *Moneyline Markets* on that full Match will be voided (regardless of a winner for such Match being declared or a participant or team in the Match advancing to the next stage of the Competition) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined.

### **Market Specific Jai Alai Settlement Rules**

- *Moneyline Markets* – If a player or team forfeits a Match after the 1st set of the Match has reached its intended, natural, or normal end, the forfeiting player or team will be deemed the loser of the Match for settlement purposes, and the non-forfeiting team will be deemed the winner of the Match for settlement purposes. For example only, in a Match between Team A and Team B, if the 1st set of the Match has reached its intended, natural, or normal end, and during the 2nd set of the Match Team A forfeits, bets on Team A as the Selection will be settled as lost, and bets on Team B as the Selection will be settled as won. If the Match starts, the 1st set of the Match has reached its intended, natural, or normal end, and the Match is then Interrupted and does not, or the Match’s official governing body announces the Match will not, reach its intended, natural, or normal end within 14 days (local stadium time) from the last instance of play, bets will be settled based on the winner declared by the Match’s official governing body, the player or team that advanced to the next stage of the Competition (if no winner of the Match is declared, but a player or team in the Match is advanced to the next stage of the Competition), or the player or team declared champion by the Match’s official governing body (if the Match is a final or championship).

- *Point Winner Markets* – If the point specified for the bet is not played, bets on such point will be voided. If all of the players (singles or doubles) specified for the bet do not start the specified point, bets on that point will be voided.

## Lacrosse

### Schedule and Format Changes

Except for *Futures Markets*, if a Game starts, is then Interrupted with more than five minutes of regulation Game time remaining, and does not reach its normal, natural, or intended end within 48 hours of the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within 48 hours of the Game's last instance of play, bets on *Moneyline Markets* for such full Game will be voided (regardless of a winner for such Game being declared, a team in the Game advancing to the next stage of the Competition, or a champion being declared) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, if a Game starts; is then Interrupted with five or fewer minutes of regulation Game time remaining, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and the Game will not be, or is not, Concluded within 48 hours of the Game's last instance of play, the Game will be considered Concluded for Settlement purposes, and bets on such Game will be settled by using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted.

## ~~■ Double Chance~~ Mixed Martial Arts

These mixed martial arts (“MMA”) sport rules apply to all forms of full-contact fighting, including, but not limited to, UFC, PFL, Dana White’s Contender Series, Bellator, BKFC, Legacy Fighting Alliance, ONE Championship, Cage Warriors, and PFL. These MMA rules do not apply to boxing, as boxing has its own Sport Rules.

For the purposes of these MMA Sport Rules, any reference to “Fight” shall mean “Game” (as defined in the General Rules).

- ~~Total Number of Goals~~
- ~~Team Total Goals~~
- ~~Both Teams to Score~~
- ~~Team to Win with a Shutout~~
- ~~1st Period/Full Time~~
- ~~Asian Lines~~
- ~~Correct Score~~
- ~~First/Last Goal~~

## Participation

If either fighter in a Fight is replaced after the bet has been accepted by DraftKings, such bet will be voided.

- ~~Pre-Game Markets Including Overtime (and shootout)~~—All markets in this section are settled in accordance with the general rules (outlined above) and include overtime/shootouts, unless otherwise stated. Goalscorer markets do *not* include shootouts.
  - ~~First/Last/Anytime Goalscorer~~—Player must be dressed/active for bets to stand (as per official source). Own goals are ignored for settlement purposes and if only own goals are scored in a game, then ‘No Goalscorer’ will be settled as the winner. Any stats accrued in shootouts do not count towards settlement purposes of this market.
  - ~~Other Pre-Game Markets Including OT~~
    - ~~2 Way ML~~
    - ~~2 Way HC~~
    - ~~2 Way OU~~
    - ~~Odd/Even~~
    - ~~Winning Margin~~
    - ~~Correct Score~~
    - ~~Alternate Puck Line~~
    - ~~Alternate Goals~~

## Schedule and Format Changes

Except for Fights with a confirmed official date of December 31, all Fights that are specified on the DraftKings Platform with the date as Dec 31st are considered “Future Fights” and are without a set date. All Future Fights must have a confirmed date by December 31 of the calendar year the bet was accepted by DraftKings; otherwise, all bets on such Future Fights will be voided.

- ◆ **Live Markets Excluding Overtime**—All markets in this section are settled in accordance with the general rules (outlined above) and based on the 3 x 20-minute periods of regular time play, unless otherwise stated. These markets are denoted by “[Excl. OT]” or state “Regular Time” or “60 minutes” in the market header. Period related markets also exclude overtime, unless otherwise stated.
  - **Asian Handicap Lines**—Bets are settled according to the score of the remainder of the game after the bet was placed. Any goals scored before the bet was placed do not count for settlement purposes.
  - **Next Goal (Second Goal, Third Goal, etc.)**—If the remainder of regulation time is completed without another goal being scored (from the moment the bet is placed), ‘Neither’ will be settled as the winner.
  - **Odd/Even**—If regulation time is completed without a goal being scored, zero is considered an even number.
  - **Race to Goals**—First team to reach the stated number of goals will be settled as the winner. If neither team reaches the stated number of goals in regulation time, then ‘Neither’ will be settled as the winner.
  - **Period Markets (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)**—The entire relevant period of play must be completed for bets to have action unless the result is already determined.
  - **Winning Margin**—If regulation time is completed and the score is tied, ‘Draw’ will be settled as the winner.
  - **10 Minute Markets (Over/Under Goals, etc.)**—The entire specified time period stated in the market header must be completed for the bets to have action unless the specific market outcome is already determined.
  - **Other Live Markets Excluding Overtime**
    - Moneyline Regular Time
    - 3-Way Handicap
    - 3-Way Total Goals OU
    - Tie No Bet
    - Double Chance
    - Number of Goals
    - Number of Team Goals
    - Both Teams to Score
    - Correct Score
    - Overtime (Yes/No)
    - Team to Win All 3 Periods
    - Both Teams to Score At Least 2 Goals (or 3 Goals, etc.)
    - Team to Win with a Shutout
    - First/Last to Score

If a Fight starts but is not Concluded within 48 hours of the start of the Fight, bets on such Fight will be voided unless settlement is Unconditionally Determined.

- ◆ ~~Live Markets Including Overtime (and shootout)~~—All markets in this section are settled in accordance with the general rules (outlined above) and include overtime/shootouts, unless otherwise stated. Goalscorer markets do not include shootouts.

○ List of Live Markets Including Overtime (and shootout):

- 2-Way Moneyline
- 2-Way Handicap
- 2-Way Over/Under
- When Will Game End
- Winning Margin
- Odd/Even
- Total Team Goals (2-Way)
- Total Goals (2-Way)
- Correct Score

## Player Props

All markets in this section are settled in accordance with the general rules (outlined above), unless otherwise stated.

- ◆ ~~Player Performance Markets~~—Relevant player(s) must receive ice time for bets to have action. Stats accrued during overtime count for settlement purposes. However, stats accrued during shootouts do not count for settlement purposes.
- ◆ ~~Goalscorer Markets (First/Last/Anytime)~~—Player must be dressed/active for bets to have action. Stats accrued during overtime count for settlement purposes. However, stats accrued during shootouts do not count for settlement purposes.
- ◆ ~~Goalie Performance Markets~~—Relevant goalie(s) in wager must start for bets to have action.
- ◆ ~~Goalie Shutout~~—For “Yes” to win, the goalie must play the entirety of the game without giving up a goal. If the goalie is subbed out and no goal has been scored against the subbed out goalie, bets will be void.

## Daily Props

All markets are settled in accordance with the general rules (outlined above) and include overtime, unless otherwise stated.

- ◆ The scheduled number of games, as stated in market header, must be completed (in accordance with general rules) on the specified date for bets to stand.
- ◆ In the event of a tie, Dead Heat rules apply.
- ◆ ~~Daily Player Markets~~—If the player wagered on does not receive any playing time, bets on that player are void.



## Futures/Other Props

- ◆ ~~Futures (Stanley Cup/Conference Champion/Division Winner/Presidents' Trophy Winner etc.)~~ — If the league/governing body officially declares a winner for the relevant season on the specified market, bets are action, regardless of season length, team relocation, or team name change (unless otherwise stated).
- ◆ ~~Eastern/Western Conference Winner~~ — Determined by the teams that progress to the Stanley Cup Final.
- ◆ ~~Name the Finalists/Exact Result~~ — All bets are action unless the Stanley Cup/Championship is not played.
- ◆ ~~NHL Regular Season Points/Wins~~ — Team(s) listed on the wager must complete at least 97% of scheduled regular season games (using the schedule as listed on day 1 of the regular season) for bets to have action unless the remaining games would not affect the result.
- ◆ ~~To Make the Playoffs/Tournament~~ — If the league does not begin a post-season for that respective season, bets will be void. If the number of teams that make the postseason change during the season, bets will be void.
- ◆ ~~Series Betting~~ — Bets are void if the statutory number of games, as specified by the respecting governing organization, are changed, or not completed.
- ◆ ~~Awards Markets~~ — All bets are action unless the award is not given, in which case, bets will be void. Dead Heat rules apply.
- ◆ ~~NHL Top Regular Season Points/Goal Scorer~~ — All bets are action and Dead Heat rules apply. Market settled per stats from the league's governing body.

## Pre-live Same Game Parlays

- ◆ In the event a pre-live Same Game Parlay contains a selection which is settled as void or push, the pre-live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a pre-live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.
- ◆ All Hockey specific rules also apply to pre-live Same Game Parlays.

If the number of rounds for a Fight changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that Fight will be voided. If no official number of rounds was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds first announced or scheduled by the Fight's official governing body shall be deemed the Fight's official number of rounds at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Fight's number of rounds is made by the Fight's official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily used in the previous three iterations of the Fight will be deemed the officially announced or scheduled number of rounds for the Fight at the time the bet was accepted by DraftKings for purposes of this paragraph.

### **~~Live Same Game Parlays~~**

- ~~• In the event a live Same Game Parlay contains a selection which is settled as void or push, the live Same Game Parlay will be repriced based on the odds available on the DraftKings website at the time of bet placement. In the event all selections in a live Same Game Parlay are settled as void or push, then the whole bet will be settled as void.~~
- ~~• All Hockey specific rules also apply to live Same Game Parlays.~~

### **General MMA Settlement Rules**

- Unless the official results applicable to the settlement of a bet are officially changed within one hour of the Fight's Conclusion or there is clear and convincing evidence that the information applicable to the settlement of a bet is incorrect, settlement will be determined using (i) the official announcement made in the ring after the Conclusion of the Fight or (ii) where the official in-ring announcement at the Conclusion of the Fight does not include the information applicable to settlement of a bet, the information provided by the Fight's official governing body at the time of the official in-ring announcement at the Conclusion of the Fight.
- ~~• All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.~~
- ~~• Player markets, or other statistically dependent markets, are settled when the game is final, and when the necessary statistics are readily available on the league's official website, or by the official statistical provider of the league. Any subsequent stat changes after these markets are settled will not result in a re-settlement.~~
- ~~• In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.~~
- If a Fight Concludes in a no contest, all bets on such Fight will be voided, unless settlement is already Unconditionally Determined.
- If a Fight Concludes in a technical decision, the Fight will be deemed to have Concluded in a decision for settlement purposes.
- If a Fight Concludes in a technical decision, any bets on such Fight where "To Go the Distance" was offered as a Selection for the bet at the time the bet was accepted by DraftKings will be voided.

## MMA

### General Rules

- Bets will be settled on the official result announced at the end of the fight. Subsequent appeals/amendments do not affect settlement (unless the amendment is made to correct human error when announcing the result).
- In the event a fight ends in a "No Contest", all bets void unless settlement has already been determined. If a fighter withdraws or the referee stops the fight between rounds, the fight will be deemed to have finished in the previous round.
- If an event is postponed, cancelled, either fighter is replaced or the number of rounds in a fight change, all bets will be void and stakes returned.
- If the fight does not take place as scheduled, and does not occur on the same date (local time), all bets are void. Exceptions are 1) if we advertise an incorrect start time and 2) if we set up a fight using an expected date before the exact date is known. Once an official announcement is made regarding the fight date, the fight will be corrected to the official date and will then be subject to normal rules. Except for fights with a confirmed date of 31st December, all fights that are listed with the date as 31st December are considered "Future Fights", these are fights that are without a set date. All "Future Fights" must have a confirmed date by 31st December otherwise all bets on such fights will be void.

### ~~Specific~~ Market Specific MMA Settlement Rules

- ~~Fight Winner~~ — If the fight results in a draw, all bets on the Moneyline will be settled as push and stakes returned, unless the draw option was included in the offered market.
- ~~Point Spread~~ — In the event a fighter wins via knockout, submission, or disqualification then bets placed on the winning fighter will be settled as won. In the event the fight requires a decision via the judges' scorecards, the point spread will be applied to the fighter's combined total points. For example, in a three round fight that requires a decision via the judges' scorecards, if all three judges scored the fight 29-28 for Fighter X and the point spread is Fighter X -3.5, then bets on Fighter X -3.5 will be settled as lost and bets on Fighter Y +3.5 will be settled as won.
- ~~Method of Victory and Exact Method of Victory~~ — If the fight is stopped due to an injury or disqualification either by the referee or the doctor, then this will be considered a technical knockout (TKO). In the event of a technical decision, all markets will be settled as a decision or points victory. In the event of a technical draw, all markets will be settled as a draw. A technical or verbal submission, including a submission to strikes, as announced at the end of the fight will be settled as a submission.
- ~~Fight to Go the Distance~~ — "Yes" will only be settled a winner if the full number of scheduled rounds have been completed.
- ~~Round Betting~~ — In the event of a technical decision, all markets will be settled as a decision or points victory. In the event of a technical draw, all markets will be settled as a draw.

- ◆ **Total Rounds/Minutes**—For settlement purposes, where a half round is stated, then 2 minutes 30 seconds of the respective round will define the half to determine under or over. For example, over 2 minutes and 30 seconds into the 2nd round will equal over 1.5 rounds. In the event of a technical decision or technical draw, the market will be settled by the point the fight was stopped. If the fight ends at exactly 2 minutes 30 seconds of the round, over bets will be settled as won and under bets will be settled as lost.
- ◆ **To Win Fight and Over/Under Rounds**—The market will be settled as per the winner of the fight combined with the time they do so in. For settlement purposes, where a half round is stated then 2 minutes 30 seconds of the respective round will define the half to determine under or over. For example, over 2 minutes and 30 seconds into the 2nd round will equal over 1.5 rounds. In the event the fight ends at exactly 2 minutes 30 seconds of the round, over bets will be settled as won and under bets will be settled as lost. In the event a fight ends in a draw, all bets will be settled as lost.
- ◆ **Fighter to Win by Finish**—To win by finish means to win by KO/TKO/disqualification, submission, or any other form of stoppage. Any decision made by the judges will not count as a finish.

## ● Futures/Other Props—Markets

### ◆ **General Rules—**

- Any Bets will not be voided solely due to a fighter retiring or leaving the relevant organization for any reason ~~will still be considered for settlement purposes.~~

- ◆ **To Be Champion**—Interim titles do not count for settlement purposes. If a division has a vacant champion on the selected date, all bets will be void. Titles must be contested at least once prior to the selected date associated with the market for bets to have action.—

- To Be Champion Markets—A fighter being awarded an interim title or becoming interim champion does not count as the fighter becoming champion for settlement purposes. If a fighter division does not have a champion on the date specified for the market, all bets on a champion for that fighter division will be voided. If the title for champion for a fighter division is not contested at least once by the date specified for the bet, bets on champion for such fighter division will be voided.

- ◆ **To Be Ranked Markets (for example only, Fighter to be Ranked in the Top 5/10/15)**—~~To~~ To be ranked in the relevant ~~positions~~ position includes ~~being champion as the~~ champion as well as ~~up to~~ and including the specified ranking number. For example, only, to be ranked in the top ~~5~~ five will have ~~6 positions~~ six positions; the champion plus positions ~~1~~ one through ~~5~~ five.

- ◆ **Match Bets**—Predict which fighter will have the highest ranking on the specified date. Highest ranking means champion and below. If a fighter is unranked they will still

~~be considered for settlement purposes. If both fighters are unranked, all bets will be void.~~

- Match Bet Markets – Predict which fighter will have the highest ranking on the date specified for the market. Highest ranking means champion and below (i.e., a fighter with a ranking of two is ranked higher than a fighter with a ranking of three). Champion is ranked higher than the number one position and any interim champion. If a fighter is unranked on the date specified for the bet and the other fighter is ranked on the date specified for the bet, the ranked fighter will have the higher rank for settlement purposes. If both fighters specified for the bet are unranked on the date specified for the bet, such bet will be voided.

- **Pre-live** MMA Pre-Match Same Game Parlays ~~Parlays~~

- All MMA Sport Rules also apply to MMA Pre-Match Same Game Parlays. If there is a conflict between these MMA Pre-Match Same Game Parlay rules and any other rule in these MMA Sport Rules, solely as they relate to a MMA Pre-Match Same Game Parlay, these MMA Pre-Match Same Game Parlay rules prevail.

- ◆ ~~Settlement of these bets will be based on the following criteria:-~~

- ~~in the event a pre-live Same Game Parlay contains at least one (1) selection which is settled as void or push, then the whole pre-live Same Game Parlay will be settled as void, irrespective of whether the pre-live Same Game Parlay contains other winning or losing selections, unless the fight associated with the pre-live Same Game Parlay is abandoned.~~
- ~~in the event the fight~~ Except where the Fight associated with ~~the pre-live~~ a Pre-Match Same Game Parlay ~~is abandoned, and the pre-live~~ starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, if a Pre-Match Same Game Parlay contains ~~an already losing selection at the time of abandonment, the pre-live~~ at least one leg that is voided or settled as Push, such Pre-Match Same Game Parlay will be ~~settled as lost, otherwise the pre-live~~ voided, irrespective of whether the Pre-Match Same Game Parlay ~~will be settled as void~~ contains other winning or losing legs.
- If a Fight starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, any Pre-Match Same Game Parlay on that Fight that contains a losing leg at the time of the Interruption will be settled as lost.
- If a Fight starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, any Pre-Match Same Game Parlay on that Fight that does not contain a losing leg at the time of the Interruption will be voided.

- If the outcome of a leg in a Pre-Match Same Game Parlay is a tie, and “Tie” was not offered as a Selection for that leg at the time the Pre-Match Same Game Parlay was accepted by DraftKings (for example only, “Race to X Knockdowns” where neither fighter reaches the number of knockdowns specified for the market and “Tie” was not offered as a Selection), then such Pre-Match Same Game Parlay will be settled as lost.

- MMA Live Same Game Parlays

- ~~in the event a selection is a tie, and no tie outcome is offered for that selection (for example “Race to X Knockdowns” where neither fighter reaches the number of knockdowns), then the pre-live Same Game Parlay will be settled as lost.~~
- ~~A fight is abandoned in the event:~~
  - ~~the fight does not start on the same date (local time) of the original official start time. The exception to this is as follows:~~
    - ~~DraftKings makes a fight available for betting using an expected date because an official start time has not yet been announced. Once an official announcement is made regarding the fight date, the fight will be corrected to the official date and will then be subject to normal rules.~~
- ● All MMA specific rules also Sport Rules apply to pre-live MMA Live Same Game Parlays. In the event of ~~if there is~~ a conflict between ~~any other these~~ MMA specific rule and the MMA pre-live Live Same Game Parlay rules and any other rule in these MMA Sport Rules, solely as they relate to a MMA pre-live Live Same Game Parlay, ~~the pre-live these MMA Live~~ Same Game Parlay rules prevail.

## ~~Live Same Game Parlays~~

- ● ~~In the event a live~~ If a Live Same Game Parlay contains a ~~selection which is leg that is voided or~~ settled as ~~void or push, the live~~ Push, that Live Same Game Parlay will be repriced based on the odds available on the DraftKings ~~website~~ Platform at the time ~~of bet placement. In the event all selections in a live~~ the Live Same Game Parlay was accepted by DraftKings. If all legs in a Live Same Game Parlay are ~~settled as void or push, then the whole bet will be settled as void~~ voided, then that Live Same Game Parlay will be voided.
- ~~All MMA specific rules also apply to live Same Game Parlays.~~

## **Settlement Rules**

- Total Rounds and Time-Based Markets – Settlement is based on the time the Fight ends, even if the Fight ends in a technical decision. For Fights with five-minute rounds, two minutes 30 seconds of a round will delineate the half to determine over or under. For example only, two minutes and 30 seconds into the 2nd round of a Fight will equal over 1.5 rounds.

● ~~All settlements are based on the statistics and results provided by the official website of the league's/competition governing body. For UFC, [www.ufc.com](http://www.ufc.com) is used.~~

- Point Spread Markets – If a fighter wins via knockout/technical knockout, submission, or disqualification, bets placed on the winning fighter will be settled as won. If the Fight requires a decision via the judges' scorecards, the point spread will be applied to the fighter's combined total points. For example only, in a 3-round Fight that requires a decision via the judges' scorecards, if Judge A scores the Fight 30-27 for Fighter X, Judge B scores the Fight 29-28 for Fighter X, and Judge C scores the Fight 28-29 for Fighter Y, resulting in a combined score of 87-84 in favor of Fighter X, if the point spread is Fighter X -3.5, then bets on Fighter X -3.5 will be settled as lost, and bets on Fighter Y +3.5 will be settled as won.
- Round Betting, Method of Victory, and Exact Method of Victory Markets – If the Fight is stopped by the referee or the doctor due to an injury or disqualification, the Fight will be considered to conclude in a technical knockout for settlement purposes. If there is a technical draw, the Fight will be considered to Conclude in a draw for settlement purposes. A technical or verbal submission, including a submission to strikes, will be considered a submission for settlement purposes.
- Fight to Go the Distance Markets – Bets on "Yes" as a Selection will only be settled as won if the full number of rounds for the Fight, officially scheduled at the time the bet was accepted by DraftKings, have reached their intended, natural, or normal end.
- To Win Fight and Over/Under Rounds Markets – Bets will be settled based on the winner of the Fight combined with the time the winner wins the Fight in. If a Fight ends in a draw, bets on such Fight will be settled as lost.
- Fighter to Win by Finish Markets – "To Win by Finish" means the fighter wins the Fight by any result other than by judges' decision.

## Motor **RacingSports**

These Motor Sports Sport Rules apply to all bets on automotive racing, including, but not limited to, Formula 1, National Association for Stock Car Auto Racing ("NASCAR"), Indy Car, Supercross, Motocross, Nitrocross, United States Auto Club ("USAC"), National Hot Rod Association ("NHRA"), Moto GP, Superbikes, and Speedway.

For the purposes of these Motor Sports Sport Rules, any reference to "Race" shall mean "Game" (as defined in the General Rules).

### **General Rules**Participation

Except for Supercross and Formula 1, Participation shall mean starting a timed lap at any point during the Event. For Supercross, Participation shall mean starting a timed lap at any point during the Event or starting a qualification session or practice session related to the Event. For Formula 1, Participation shall mean being listed in the official results for the Event with any result other than "Did Not Start". For Formula 1, if the driver bet on is listed in the official results as "Did Not Start" for an Event, bets on that driver for such Event will be voided.

### Schedule and Format Changes

If a Race starts, is then Interrupted, and is not Concluded within 10 calendar days of the Race's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on that Race will be voided unless settlement is already Unconditionally Determined. If a Race starts, is then Interrupted, and is Concluded within 10 calendar days of the Race's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets on such Race will be settled based on the results from the Race's official governing body at the time of the Race's podium presentation. For a Race that is scheduled to have a podium presentation, but there is no podium presentation, such bets will be settled in accordance with the first results of the Race's official governing body after Conclusion of the Race. Any subsequent inquiries, penalties, or disqualifications after the Race's podium presentation will not affect settlement. If there was no officially scheduled start date for the Race at the time the bet was accepted by DraftKings, the first official start date for the Race announced by the Race's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

- ~~• The race must be completed within one week of the scheduled start time for bets to have action.~~
- ~~• If a race is abandoned/suspended before an official result is declared by the league's governing body and not completed within one week of the official start time, all bets on that race will be void except bets on any markets which have been determined.~~
- ~~• If a race is abandoned/suspended after an official result is declared by the league's governing body, that official result will be recognized to grade wagers.~~



- If the scheduled venue of a Race is changed after a bet ~~is placed, the wager will be void~~was accepted by DraftKings, such bets on that Race will be voided.

#### General Motor Sports Settlement Rules

- All bets on an individual Motor Sports Race will be settled based on the results from the Race's official governing body at the time of the Race's podium presentation. Any subsequent inquiries, penalties, or disqualifications after the Race's podium presentation will not affect settlement.

#### ~~Specific~~Market Specific Motor Sports Settlement Rules

- ~~Match-ups~~ — Both drivers must start the session for bets to have action. For race settlement if a driver fails to complete the race, the other driver in the match-up wager will be declared the winner. If both drivers fail to complete the race, the number of full laps completed will determine the winner. If both drivers fail to complete the race on the same lap, the official placing assigned by the league's governing body will be used for settlement. For all other sessions the official placing assigned by the league's governing body at the end of the stated session will be used for settlement.
- ~~Group Betting~~ — All listed drivers in the group must start the race for bets to have action.
- ~~Race Props (lap markets, caution markets, etc.)~~ — For NASCAR, the entire race must be completed for bets to have action unless the result is already determined. For other motor racing leagues, all bets will stand.
- ~~Stage Winner/Stage Props~~ — The entire stage must be completed for bets to have action unless the result is already determined.
- ~~Race Winner/Top Finish~~ — All bets are action unless the driver who was wagered on does not start the race.
- ~~Qualifying Markets~~ — In the event the qualification session is not completed, markets will be settled on the official grid/official starting positions for the race. Grid/starting position penalties and subsequent disqualifications do not apply for settlement purposes.

#### ● Futures Markets

- The driver/rider or team declared the winner for the season by the applicable official governing body will be used for settlement purposes, regardless of the number of races in, or the length of, the applicable season.
- If drivers/riders or teams have the same number of points or position on a leaderboard, settlement will be based on the driver/rider or team that finishes higher in the official governing body's standings.

- Total Fastest Qualifier and Season Qualifying Match-Ups Markets – For Formula 1 only, qualifications for Formula 1 Sprint Races do not count as qualifiers for settlement purposes.
- Total Race Wins, Podium Finishes, Top 10 Finishes, and Fastest Laps Markets – For NASCAR only: (i) settlement of bets is based only on Races for Cup Series points, and (ii) any exhibition Races and all-star Races will not count towards the settlement of bets. For Formula 1 only, Formula 1 Sprint Races do not count towards the settlement of bets.
- Leader After X Lap Markets – If no driver/rider completes the lap specified for the bet, such bet will be voided.
- Match-Up Markets
  - If both Selections fail to complete the Event, the official placing assigned to the Selections for the Event by the Event's official governing body will be used for settlement purposes.
  - For Supercross, if both Selections do not Participate in the main event Race, bets on such Selections will be voided.
- Groups Markets – If all Selections in the group listed for the bet do not Participate in the Event, bets on such group will be voided.
- Stage Winner and Stage Props Markets – If a stage of a Race is not Concluded within 10 calendar days of the Race's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such stage will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Race at the time the bet was accepted by DraftKings, the first official start date for the Race announced by the Race's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.
- Qualification Markets – If the qualification session does not Conclude within 10 calendar days of the qualification session's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets on such qualification session will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the qualification session at the time the bet was accepted by DraftKings, the first official start date for the qualification session announced by the qualification session's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.
- ~~Practice 1/2/3 Winner & Free Practice 1/2/3 Winning Car – Relevant~~ Markets – If the driver/rider or team must bet on does not record a lap in the specified-session of practice specified for the bet, bets to stand on such driver/rider or team will be voided.

- ~~Winning Manufacturer/Team~~ — All bets are action regardless of certain and Winning Team Markets — Bets on Winning Manufacturer and Winning Team will not be voided solely as a result of drivers/riders not starting the raceParticipating.
- ~~Leader After 1st/5th/10th Lap~~ — For settlement purposes the winner is deemed to be the driver leading the race as they cross the start/finish line after the named classified race lap (formation lap not included). In the event the number of lap(s) specified in the bet are not fully completed all bets will be void. In the event that a race starts or laps are completed under safety car conditions, bets placed on this market will stand.
- ~~Odd/Even~~ — 0 and 00 are considered even numbers for settlement purposes.
- ~~Will There Be a Safety Car?~~ Markets — The safety car must appear on the track during racing for ~~it to count~~ bets on the “Yes” Selection to be settled as won. A virtual safety car does not count as there being a safety car on the track during racing for settlement purposes.
- ~~Fastest Pit Stop~~ ~~Only~~ Markets — The bet is for, and settlement is based on, the stationary time of the pit stop ~~counts~~.
- ~~“Field”~~ includes any driver who is not listed in that specific market.
- ~~Not/To Be Classified~~ — In the event a driver does not start, all bets will be void.
- ~~1<sup>st</sup> to Retire~~ — In the event two or more drivers retire on the same lap, then Dead Heat Rules apply. In the event a driver does not start, all bets will be void.
- ~~1st to Retire and~~ Car 1st to Retire Markets — ~~In the event~~ If two or more ~~cars~~ Selections retire on the same lap, ~~then~~ Dead Heat ~~Rules apply. In the event all~~ Reduction rules apply. For Formula 1 only, if no drivers for a team ~~do not start the Race, all-bets on that team will be void~~ voided.
- ~~Last Classified Driver~~ ~~The~~ Markets — For Formula 1 only, the driver who is in the ~~final~~ last numbered position in the FIA Fédération Internationale de l'Automobile classification will be deemed the ~~winner~~ last classified driver for settlement purposes.
- ~~Fastest Speed~~ ~~The~~ Markets — For Formula 1 only, the fastest recorded speed by the FIA Fédération Internationale de l'Automobile or relevant official governing body will be used for settlement purposes.
- Most Fastest Laps Markets — For NASCAR only, bets will be settled based on the driver who records the greatest number of laps with the fastest lap time, as published by the raw feed on NASCAR.com.
- ~~Most Team Points~~ — In the event two or more teams are tied on points, then Dead Heat Rules apply.

## Futures/Other Props

- ◆ If the league/governing body officially declares a winner for the season, that driver will be settled as the winner for wagering purposes regardless of the number of races or the length of the season. After the season results are initially declared any subsequent penalties or demotions will not affect settlement. In the event drivers/teams are tied in any markets then the driver/team that finishes higher in the championship will be deemed the winner unless otherwise stated.
- ◆ **Season Qualifying Match-ups** — In the event of a tie then Dead Heat rules apply. Sprint Qualifying does not count.
- ◆ **Total Fastest Qualifier** — Total Q3 session winners over the season.
- ◆ **Total Race Wins/Podium Finishes/Top 10 Finishes/Fastest Laps** — For NASCAR, only races for cup points will count and any exhibition races or all-star races will not count. For Formula 1, any sprint races will not count.
- ◆ **Fastest Car Testing** — The fastest timed lap during an official FIA test.

## Settlement Rules

- ◆ **NASCAR** — All markets will be initially settled based on the unofficial results sent out by NASCAR. If, after post-race inspections are completed, there is any change in the official race result, all previous winners will stand and new winners will also be settled as won. Any subsequent inquiries/disqualifications after the official post-race inspection will not affect settlement.
- ◆ **Other Motor Racing Leagues** — All markets will be settled by the official results from the website of the league's relevant governing body at the time of the podium presentation. Any subsequent inquiries/disqualifications after the podium presentation will not affect settlement.
- ◆ In the absence of a statistic/result required for settlement of a specific market from the official website of the league's governing body, another reputable statistical source will be used to support bet settlement.

## Rugby Union/League

### General Rules

- **Matches must start on the scheduled date and time for bets to stand.**
- **All bets on a match which starts but is then abandoned or postponed will be void unless the match is rearranged and played on the same scheduled day (local stadium time) or settlement has already been determined. The exception is if we advertise an incorrect kick-off time.**
- **If a venue is changed from the one advertised then all bets on that match will be void. In the event of a change of opponent from the one advertised, then all bets for that match will be void.**

### Specific Market Rules

- **1<sup>st</sup> Half Winner/Handicap**—Bets settled on the 1<sup>st</sup> half result only. Bets will be void if the match is abandoned before half time. If a match is abandoned during the 2<sup>nd</sup> half then all first half bets are still valid.
- **1<sup>st</sup> Team to Score/1<sup>st</sup> Team to Score a Try**—Predict which team will score the first points or the first try in the match.
- **Total Match Points/Tries—Over/Under**—Predict whether the total number of points or tries scored in the match will be over or under a specific figure. Same applies to 1<sup>st</sup> half markets.
- **Total Team Points/Tries—Over/Under**—Predict whether the total number of points or tries scored by either the home team or the away team will be over or under a specific figure. Same applies to 1<sup>st</sup> half markets.
- **Total Team Points/Tries—Odd/Even**—Predict whether the total number of points or tries scored in the match will be an odd or an even number. Same applies to 1<sup>st</sup> half markets.
- **Winning Margin 5 Way/17 Way**—Predict the winning margin and team of the match.
- **Double Result**—Predict the correct result at half time and at full time.
- **First Scoring Play 6 Way**—Predict the first scoring play and team of the match.
- **Race to 10/20/30 Points**—Predict which team will be the first to reach a certain number of points—Home Team/Away Team/Neither selections are available for betting.
- **Alternative 2 Way Handicap**—Predict which team will win the match after the handicap scores have been applied.
- **Alternative Total Points Over/Under**—Predict the total number of points in the match.
- **Player of the Match**—Bets are settled on the officially declared player of the match. Dead Heat rules apply. In the event no player of the match is officially declared, then all Player of the Match bets will be void.

### Futures/Other Props

- **Tournament Winner**—Bets settled on final league position include playoffs, unless stated otherwise.
- **Group Winner**—Bets are settled on final group position.
- **To Qualify**—Predict the team to qualify. Settlement will include extra time and kicking competition, if played.

## **Non-Sports Special Events**

These Non-Sports Special Events Sport Rules apply only to non-sport and non-athletic awards, including, but not limited to, the Academy Awards. For purposes of these Non-Sports Special Events rules, "Events" shall mean any non-sport and non-athletic award on which a bet is placed. These Non-Sports Special Events Sport Rules do not apply to awards in connection with statistical performance or achievement related to any sport or athletic competition (for example only, Most Valuable Player in football award).

### **General Non-Sports Special Events Settlement Rules**

- Bets will be settled based on the results that are publicly announced and confirmed by the official presenters of the award.
- Bets will be settled at the time of the award's presentation ceremony or if there is no presentation ceremony, at the time the winner of the award is announced, in each case, regardless of any subsequent protests, amendments to results, or disqualifications, except in cases of clear and obvious error.
- If two or more Selections tie for an award, Dead Heat Reduction rules will apply.
- Bets on a Selection will not be voided solely because that Selection becomes ineligible to win the applicable award.

## **Rodeo and Professional Bull Riding**

### **Schedule and Format Changes**

Except for *Futures Markets*, if an Event does not start, or the Event's official governing body announces that such Event will not start, within seven calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if an Event starts but does not reach its normal, natural, or intended end within seven calendar days (local venue time) of the Event's last instance of play, the Event's official governing body announces the Event will not be resumed, or the Event's official governing body announces the Event will not be resumed within seven calendar days (local venue time) from the Event's last instance of play, bets on *Moneyline Markets* and *Head-to-Head Matchups Markets* for such full Event will be voided (regardless of a winner for such Event being declared, a participant or team in the Event advancing to the next stage of the Competition, or a champion being declared) and all other bets on such Event will be voided unless settlement is already Unconditionally Determined.

For bets on *Futures Market*, if the Event is not Concluded within 10 calendar days (local venue time) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on *Futures Markets* for such Event will be voided unless settlement is already Unconditionally Determined. If the Event starts, is then Interrupted, but is Concluded within seven calendar days (local venue time) of the Event's last instance of play, bets on *Futures Markets* for that Event will be settled based on the winner declared by the Event's official governing body, the participant advanced to the next stage of the Competition (if no winner of the Event is declared, but a participant in the Event is advanced to the next stage of the Competition), or the participant declared champion by the Event's official governing body (if the Event is a final or championship). If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

### **General Rodeo and Professional Bull Riding Settlement Rules**

- Bets will not be voided solely because a bull is changed.
- If there is a technical issue, at no fault of the rider, that prevents a time from being recorded accurately, bets will be settled by the subsequent re-ride that Concludes. If there is no re-ride, all bets on such applicable Event will be voided unless settlement is already Unconditionally Determined.

## **Rugby Union and Rugby League**

For the purposes of these Rugby Union and Rugby League Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **General Rugby Settlement Rules**

- If there is a change of opponent from the one specified for the bet, then all bets for that Event will be voided.
- Except for *Top Points Scorer Markets, Top Tryscorer Markets, Top Team Tryscorer Markets, Total Team Tournament Points Markets, and Total Team Tournament Tries Markets*, only statistics from regulation Game time and stoppage time will be used for settlement purposes, and golden point(s), extra-time, or overtime statistics do not count for settlement purposes.
- Except for *1st Try Scorer Markets, Last Try Scorer Markets, and Anytime Try Scorer Markets*, penalty tries count as a try for settlement purposes.

### **Market Specific Rugby Settlement Rules**

- *Player Prop Tryscorer Markets*
  - If a player does not Participate in the Match, bets on such player will be voided.
  - Except for *1st Tryscorer Markets*, if a player Participates in the Match at any point, bets on such player will not be voided solely because the player was not on the field when a try was scored.
  - *Top Tryscorer Markets* – If two or more Selections are tied for the most tries, Dead Heat Reduction rules apply.
  - *1st, Last, and Anytime Tryscorer Markets* – Penalty tries do not count as a try for settlement purposes. If the 1st try scored in the Match is from a penalty try, the next try scored in the Match that is not off a penalty try will be deemed to be the 1st try scored in the Match for settlement purposes. If the last try scored in the Match is from a penalty try, the previous try scored in the Match that was not from a penalty try, will be deemed the last try scored of the Match for settlement purposes. If no try is scored in the Match or if the only tries scored in the Match are penalty tries, bets on the “No Tryscorer” Selection will be settled as won, and bets on all other Selections will be settled as lost.
  - *1st Tryscorer Markets* – If a replacement (substitute) has not Participated in the Match before the 1st try of the Match is scored, other than from a penalty try, bets on such player will be voided.



- Period Markets (for example only, 1st Half Winner and 1st Half Handicap) – Only statistics from the period of play specified for the bet will be used for settlement purposes. If the period of play specified for the bet starts but does not reach its intended, natural, or normal end, bets on such period of play will be voided unless settlement is already Unconditionally Determined. Bets will not be voided solely because the Match is not Concluded after the period of play specified for the bet. For example only, a bet on the 1st half of a Match will not be voided solely due to the Match being suspended and not Concluded during the 2nd half of the Match.
- Futures Markets
  - Top Points Scorer Markets – If two or more winning Selections are tied for the most points, Dead Heat Reduction rules apply. Statistics from overtime are included for settlement purposes.
  - Top Tryscorer and Top Team Tryscorer Markets – Statistics from overtime are included for settlement purposes. If two or more winning Selections are tied, Dead Heat Reduction rules apply.
  - ~~●~~ Grand Slam Winner – Predict Markets – Settlement is based on which team, if any, will win all five of its matches Matches in the Six Nations Competition. If no Selection wins all five of its Matches in the Six Nations Competition, bets on the Selection “No Winner” will be settled as won, and bets on any other Selection will be settled as lost.
  - Triple Crown Winner Markets – Settlement is based on which team, England, Ireland, Scotland, or Wales will win all three of their Matches against England, Ireland, Scotland, and Wales, as applicable, in the Six Nations Competition. If neither England, Ireland, Scotland, or Wales wins all three Matches against the other three countries, bets on the Selection “No Winner” will be settled as won, and bets of any other Selection will be settled as lost.
  - To Finish Bottom Markets – Settlement is based on the team that finishes in the lowest position (based on overall record) in the standings of the league after the completion of the regular season or after completion of the Competition, as applicable.
- ~~Triple Crown Winner – Predict which team out of England, Ireland, Scotland and Wales, if any, will win all three of their matches against the other three teams in the Six Nations.~~
- ~~Futures Betting Without – Predict which team will progress furthest in the tournament without the nominated team listed.~~
- ~~To Finish Bottom – Predict which team will finish bottom of the league after the completion of the regular season.~~
- ~~To Reach Quarter Final/Semi Final / Final – Predict if a certain team will make it through to the stage of the tournament.~~

- ◆ ~~Name the Finalists~~ – Predict which two teams will make it through to the tournament final.
- ◆ ~~First Time Winner~~ – Predict if the tournament winner has won the same tournament before.
- ◆ ~~Winning Pool~~ – Predict the pool which the tournament winner will come from.
  
- ~~● Stage of Elimination~~ – Predict the exact stage of the tournament in which a certain team gets eliminated. If the nominated team Markets - If the Selection bet on gets disqualified, then all bets on the market will be void after the Competition starts, bets on such Selection will be voided.
  
- ~~● Top Rugby Championship Team/Top Six Nations Team~~ – Predict which team will progress Markets – Bets settle based on which Rugby Championship team makes it furthest in the competition Rugby World Cup. In the event ~~that there are~~ two or more winning Selections (for example only two Rugby Championship teams reach make it to the same stage finals of the tournament then Rugby World Cup) Dead Heat Reduction rules will apply.
  
- Top Six Nations Team Markets – Bets will be settled based on which Six Nations team makes it furthest in the Rugby World Cup. In the event there are two or more winning Selections (for example only, two Six Nations teams make it to the finals of the Rugby World Cup) Dead Heat Reduction rules apply.
  
- ◆ ~~Top Tryscorer~~ – Predict the player who scores the most tries in the tournament. This market includes extra time. In the event of two or more players scoring the most tries, Dead Heat rules will apply.
- ◆ ~~Top Team Tryscorer/Point Scorer~~ – Predict the player who will score the most tries or points in the tournament for the nominated team. This market includes extra time. In the event of two or more players scoring the most tries or points, Dead Heat rules will apply.
  
- ~~● Total Team Tournament Points/Tries~~ – Predict the total amount of points or or Tries Markets – Points and tries scored in the tournament. This market includes during extra time. ~~Penalty tries count~~ are deemed to be points and tries scored during the applicable tournament for settlement purposes.
  
- ◆ ~~Total Team Tournament Points/Tries~~ – Predict the total amount of points or tries scored in the tournament by the specified team. This market includes extra time.
  
- Tournament or Competition Winner Markets – The final league position, including playoff results, are used for settlement purposes.

## **Sailing**

### **Participation**

Participation shall mean the Selection (for example only, team, crew, country, or boat) getting in the body of water for the Event at the start of the Event.

## Snooker

### Schedule and Format Changes

Except for *Futures Markets*, if a Game has not started and is rescheduled to another date (local venue time) other than the start date that was officially scheduled at the time the bet was accepted by DraftKings, such bets for that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets* and except for Games that have formats intended to cover multiple calendar days, if a Game starts, is then Interrupted, and such Game does not Conclude on the same day (local venue time) on which the Event was first Interrupted, bets on such Event will be voided unless settlement is already Unconditionally Determined.

### General Snooker Settlement Rules

- Except for *Moneyline Markets*, if a Selection Participates in a Game and is then disqualified, withdraws, forfeits, retires, or otherwise similarly pulls out from or is removed from the Game, bets on such Selection for that Game will be voided unless settlement is already Unconditionally Determined.
- ~~All Rugby bets are settled on 80 minutes' play. The term "80 minutes' play" includes any stoppage time, unless otherwise stated. Golden point does not count.~~
- ~~Unless otherwise stated, Rugby 7s match bets are settled on the specific tournament regulation play and exclude extra time (overtime) if played.~~
- ~~Penalty tries count towards the total number of tries, but aren't included in First, Last & Anytime try scorer markets.~~
- ~~Tournament futures markets—all bets are settled via official tournament website results.~~
- ~~Bets are settled as losers if the team you select is disqualified from the tournament.~~
- ~~All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.~~
- ~~In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.~~

# Snooker

## General Rules

- ◆ All games must start on the scheduled date for bets to have action. The exception is if we advertise an incorrect start time.
- ◆ All bets on a game which starts but is then abandoned or postponed will be void unless the game is rearranged and played on the same scheduled day (local stadium time) or unless it is otherwise stated in the rules.
- ◆ If the statutory number of frames in a game are not completed or are changed or differ from those offered for betting purposes, bets will be void, unless otherwise stated or unless settlement has already been determined.
- ◆ In the event of a disqualification or retirement in a game, all bets will be void, unless otherwise stated.
- ◆ For futures markets, if a player does not play, bets on that participant will be void—with the exception of bets placed on any player who takes part in a given tournament's qualifying but fails to qualify for the main tournament. Such bets will be deemed losers for settlement purposes. All participants in a given tournament will be priced to win the tournament futures.

## ~~Specific~~ Market Specific Snooker Settlement Rules

- Moneyline Markets – If a Selection Participates in a Game and is then disqualified, withdraws, forfeits, retires, or otherwise similarly pulls out of or is eliminated from the Game, bets on such Selection for that Game will be settled as lost, and bets on the Selection progressing to the next round or being declared the winner of the Game will be settled as won.
  - ◆ ~~Moneyline/Winner~~ – In the event a match starts but is not completed, the player progressing to the next round or being awarded the victory will be deemed the winner for settlement purposes. All bets will be settled as push in the 2-way market if the match result is a tie.
  - ◆ ~~First/Next Frame Markets~~ – In the event the nominated frame is not played at all, bets will be void. Similarly, in the event the nominated frame is awarded to a player without a shot being played, then all bets will be void. In the event the nominated frame is not completed, bets will be void unless the outcome has already been determined.
  - ~~First/Next Frame Player Total Points Odd/Even~~ – For settlement purposes zero counts as Even.
- 1st Frame and Next Frame Markets
  - ~~First/Next Frame Total Points~~ – In the event of Markets – If there is a re-rack during the frame bet on, all points in the frame bet on, both before and after the re-rack, count towards the frame total points for settlement purposes.

- Breaks of 50 and Breaks of 100 Markets – If there is a re-rack during a frame within the Game bet on, any breaks of above 50 points and any breaks of above 100 points from before and after such re-rack will count as a break of 50 or break as 100, as applicable, for settlement purposes.
- Foul Markets – If there is a re-rack during a frame within the Game bet on, and a foul occurred either before or after such re-rack, bets on the “Yes” Selection will be settled as won.
  - ~~First/Next Frame Breaks~~ – In the event of a re-rack, breaks of above 50 and 100 count before and after a re-rack is agreed.
  - ~~First/Next Frame Foul~~ – In the event of a re-rack a foul can occur any time before or after a re-rack is agreed.
- ~~First 1st Legally Potted Color~~ To Pot ~~First 1st Ball~~ and To Pot Last Ball – In the event of Markets – If there is a re-rack, the results of the original frame before the re-rack will count for settlement purposes as long as if a color or ball has been potted. Betting does not include foul shots. was potted. If no color or ball was potted before the re-rack, only the results of the frame after the re-rack will count for settlement purposes. Any balls potted through a foul shot are not considered a potted ball for settlement purposes.

## **Soccer**

For the purposes of these Soccer Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Schedule and Format Changes**

For friendly Matches only, if the Match starts, is then Interrupted after 70 or more minutes of regulation Match time have been played, and the Match’s official governing body declares the Match will not be resumed, the Match will be considered Concluded for settlement purposes, and bets on such Match will be settled by using the statistics that existed in the Match as of the last instance of play when the Match was Interrupted. For friendly Matches only, if the Match starts, is then Interrupted before 70 minutes of regulation Match time have been played, and such Match does not Conclude on the same calendar day of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Game’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Bets on Matches that have Concluded in a Competition will not be re-settled if a team is subsequently disqualified, withdraws from, or is otherwise no longer competing in the Competition.

### **General Soccer Settlement Rules**

- Except for *Extra Time Markets* and *Futures Markets*, bets are settled based on the statistics at the end of regulation Game time (including injury and stoppage time), and any statistics from extra time are not included for settlement purposes.
- Except for *Penalty Shootout Markets*, statistics from any shootout are not included for settlement purposes.
- For *Player Prop Markets*, bets will not be voided solely because a player first Participates in a Game as a substitute player instead of a starter.
- For *Cards Markets*, only cards shown to players playing in the Game count for settlement purposes, and no other cards to other individuals, including, but not limited to, managers, coaches, substituted out players, and players on the bench will count as a card for settlement purposes. Any card shown after the full-time whistle has been blown will not count for settlement purposes. Both yellow and red cards count for settlement purposes.

### **Market Specific Soccer Settlement Rules**

- Player Prop Markets

- 1st Goalscorer, Last Goalscorer, Anytime Goalscorer, and Next Goalscorer Markets – Own goals do not count as a goal scored for settlement purposes, and if an own goal is scored, the next non-own goal scored in the Event, if any, will be considered the 1st or next goal scored, as applicable, for settlement purposes. If an own goal is the last goal scored of the Event, the last non-own goal scored, if any, will be considered the last goal of the Event for settlement purposes. If only own goals are scored in an Event, then bets on the “No Goal” Selection will be settled as won, and bets on all other Selections will be settled as lost.
- Player Cards Markets – Predict which player will be carded either with a yellow card or with a red card during the applicable Event.
- Player Prop Markets will be settled using the following definitions:
  - “Shot on Target” means a deliberate attempt to score that is on target and includes all goals being scored and shots on target saved by the goalkeeper. It also includes shots on target that are blocked by a last line defending player, preventing the ball from entering the goal.
  - “Shot Off Target” means a deliberate attempt to score that misses the target, without contact from a player diverting the ball from on target to off target. A shot hitting the frame of the goal is classified as a Shot Off Target unless the ball subsequently enters the net. A blocked shot is not classified as a Shot Off Target.
  - “Body Part for Goals/Shots” means attributing a goal or shot event to the following four body parts: right foot, left foot, head, or other. Foot includes any connection with the leg.
  - “Location for Goals/Shots” means the position of the ball when the shot is taken (i.e., shot origin). Any shot originating on a line will be settled as inside that area. For example only, a shot on the 18-yard line will count as being inside the 18-yard line.
  - “Goal Assist” means the final touch from a teammate, which leads to the recipient of the ball scoring a goal. If the assist is deflected by an opposition player, it must be deemed as travelling to the goal-scorer irrespective of the deflection. For an own goal, direct free kick goal, and direct corner goal, a Goal Assist will not be awarded for settlement purposes. A Goal Assist will not be awarded for penalties for settlement purposes, unless the penalty taker chooses to pass the ball for another player to score.
  - “Tackle” means a player connects with the ball in a legal, ground level challenge and successfully takes the ball away from the opposition player. The tackled player must



be in controlled possession of the ball to be Tackled by an opposition player. A “Tackle Won” is when the tackler or one of their teammates regains possession because of the challenge, or that the ball goes out of play and is safe. A “Tackle Lost” is when a Tackle is made but the ball goes to an opposition player. Both are categorized as Tackles for settlement purposes, but the outcome of the Tackle (won or lost) is different based on where the ball goes after the Tackle.

- “Foul Conceded” means any infringement penalized as foul play by a referee that results in a free-kick or penalty event. Offsides are not given as a Foul Conceded for settlement purposes. Incidents where a match official has played advantage and subsequently cautioned a player do not contribute towards the total foul count for the player or team for settlement purposes. In a Foul Conceded scenario, a free-kick or penalty event must occur for a foul to be awarded for settlement purposes. Collection of the foul event is settled only on the referee awarding a free-kick or penalty and not the taking of either.
- “Foul Won” shall mean when a player wins a free kick or penalty for their team after being fouled by an opposing player. Collection of the foul action is settled only on the referee awarding a free-kick or penalty and not the taking of either. There are no Fouls Won for a handball, dive, back pass, illegal restart, dissent, goalkeeper 6-second violation, or obstruction where a free kick is conceded.
- “Offside” means an action attributed to the player deemed to be in an offside position when a free kick is awarded. If two or more players are in an Offside position when the ball is played, the player considered to be most actively involved is given Offside for settlement purposes.
- “Save” means a goalkeeper prevented the ball from entering the goal with any part of their body when (i) facing an intentional attempt from an opposition player or (ii) an unintentional or misplaced efforts on target from a goalkeeper’s own teammates that was not a routine collection of the ball. If after a goalkeeper’s intervention, a more prominent defensive action from a teammate prevents the ball from entering the goal, this will be categorized as a block for the teammate for settlement purposes, not a Save for the goalkeeper. If the ball goes behind the goal because of a goalkeeper intervention, the match officials must award a corner for it to be recognized as a Save.

● Futures Markets

- Season Long Futures Markets – Point deductions incurred or point deductions that have been reversed or reduced, in each case, prior to the applicable season ending will apply to the settlement of bets, but any deductions, reversals, or reductions after the season has Concluded will not apply to the settlement of bets.

- *Winner Markets* – The league’s final table positions at the end of the applicable season will be used for settlement purposes, unless a playoff is used to determine the winner of the season. If a playoff is used to determine the winner of the applicable season, the winner of the playoff will be the winner for settlement purposes.
- *Promotion and Relegation Markets* – Bets are settled on the league’s final table positions at the end of the applicable season, unless a playoff is used to determine the final table positions. If a playoff is used to determine the final table position, these markets will be settled including the playoff results. For *Relegation Markets*, if a team is removed from the league before the season has started, bets on such team will be voided.
- *Season Over/Under Points Markets* – If a team does not play all of its Matches in the applicable season, as scheduled at the time the bet was accepted by DraftKings, such bets on that team will be voided unless settlement is already Unconditionally Determined. If the number of Matches for the applicable season was not officially announced or scheduled at the time the bet was accepted by DraftKings, the number of Matches for the applicable season first announced or scheduled by the season’s official governing body shall be deemed the official number of Matches for the applicable season at the time the bet was accepted by DraftKings for purposes of this rule.
- *Season Team Head-to-Head and Tournament Team Head-to-Head Markets* – If one or more of the Selections offered at the time DraftKings accepts the bet does not Participate in the applicable season or Competition, bets will be voided.
- *Team Goalscorer Markets* – Predict which player of a certain team will score the most goals in a league’s season or Competition. If two or more players score the same number of goals in the applicable league’s season or Competition, Dead Heat Reduction rules apply.
- *Top Goalscorer Markets* – If a player is transferred to a different club within the same league, goals scored prior to the transfer will be counted for settlement purposes. If a player is transferred to a club in another league, goals scored prior to the transfer will not count as goals scored in the player’s new league for settlement purposes. If two or more players score the most goals during the time period of play specified for the bet (for example only, season), Dead Heat Reduction rules apply. Bets will not be voided solely because a player transfers to a different club (within or outside their current league). Own goals will not count as a goal scored for settlement purposes, and only goals scored in the league stated in the bet will be counted for settlement purposes. For example only, for *Premier League Top Goalscorer Markets*, goals scored in non-Premier League Games will not count for settlement purposes. Goals scored in end of season playoff Games are not counted as goals scored for settlement purposes.

- To Qualify and To Win the Cup Markets – Bets on the Selection that advances to the next round or wins the Competition are settled as won.
- Group Winner, Group Qualify, Group Forecast, and Group Points Markets – Final group standings will be used for settlement purposes.
- Tournament Total Markets – Bets are settled based on the number of times the outcome or statistic specified for the bet happens during a tournament. Penalty kick shootout statistics do not count for settlement purposes. Offsides subsequently overturned by video assistance referee (VAR) will not count as offsides for settlement purposes.
- Any Player to Score in Every Match Markets – If any player scores in every stage of the Competition, including all group Matches, bets on the Selection “Yes” will settle as won. If there is a Match to determine the 3rd place winner of the Competition, such 3rd place Match is a stage of the Competition for settlement purposes.
- Extra Time Markets – All bets are settled on the official statistics for the extra time period only. Any statistics (for example only, goals, corners) that were taken or scored during regulation Match time do not count towards the extra time period for settlement purposes. Extra time does not include a penalty shootout for settlement purposes. If the applicable Match does not go to extra time, all bets for the applicable extra time market are voided.
- Transfer Specials Markets
  - Player to Play for X on Y Date Markets – The club a player plays for includes any loan deals for settlement purposes. If the player bet on plays for a club that is not a Selection at the time the bet is accepted by DraftKings, bets on all Selections will be settled as lost.
  - Next Manager Markets – The next permanent manager of the club or country, as officially announced by the relevant official governing body, will be used for settlement purposes. Caretaker bosses and interim managers do not count as a permanent manager of a club or country for settlement purposes.
- Penalty Shootout Markets – Bets are settled only on results of valid kicks taken during the penalty shootout. If a kick is invalid and needs to be retaken, the result from the invalid kick will not be used for settlement purposes, and the next valid kick taken during the penalty shootout will be used for settlement purposes.

- Double Chance Half Period Markets – Bets are settled according to only the statistics of the half of the Match specified for the bet. For example only, a bet on a Double Chance 1st Half Market will be settled only according to the statistics of the 1st half of the Match.
- Moneyline Rest of The Match Markets – Any statistics that occurred in the Match prior to the time the bet is accepted by DraftKings will not be included for settlement purposes.
- Corner Markets – Only corners taken within the time period of play specified for the bet will be counted for settlement purposes. Any corners awarded but not taken during the time period of play stated for the bet (for example only, for 1st Half Corner Markets, there is a corner awarded in the 1st half, but before the corner is taken, the referee signals the end of the 1st half) will not count as a corner for settlement purposes. If a corner needs to be retaken for any reason, the corner will only count as one corner for settlement purposes.
- Asian Handicap and Over Under Corners Markets – If there is a tie after the handicap has been applied, bets will be settled as Push.
- Cards Markets – Except for Player Cards Markets, bets are settled by the number and color of cards shown to each or both teams, as applicable; a yellow card counts as one point, and a red card counts as two points for settlement purposes. If a player receives two yellow cards, resulting in a red card, no points are counted for the 2nd yellow card for settlement purposes (i.e., a player will be counted as receiving one yellow card and one red card). The maximum number of points a player can accumulate during a Match for settlement purposes is three.
- 1st Card and Last Card Markets – If players from both teams are booked for the same incident in which the 1st or last card is received, bets on both teams will be voided.
- Score a Penalty and Miss a Penalty Markets – Penalty kicks during a penalty shootout after extra time are not considered penalty kicks for settlement purposes. Penalties that were canceled by the referee will not be counted for settlement purposes. If no valid penalty kick is taken, bets will be settled as lost.
- Team X Penalty Prop Markets – If the penalty is scored or missed in a way that was not offered as a Selection for the bet at the time the bet was accepted by DraftKings, bets will be settled as lost.

## **Softball**

### **Schedule and Format Changes**

Except for *Futures Markets*, *Pre-Match Moneyline Markets*, and Games where a mercy rule call is made, if a Game starts, is then Interrupted, and such Game does not, or will not, reach its intended, natural, or normal end within 24 hours from the Game's last instance of play, bets for such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Pre-Match Moneyline Markets*, and Games where a mercy rule call is made, bets on a Game will be voided if the Game does not go at least seven full innings, or 6.5 innings should the home team be leading at the commencement of the bottom of the 7th inning, in each case, unless settlement is already Unconditionally Determined.

For *Pre-Match Moneyline Markets*, except for a mercy rule call, if a Game does not go at least five full innings, or 4.5 innings should the home team be leading at the commencement of the bottom of the 5th inning, all bets on *Pre-Match Moneyline Markets* for such Game will be voided (regardless of a winner for such Game being declared, a team in the Game advancing to the next stage of the Competition, or a team in the Game being declared the champion).

### **General Softball Settlement Rules**

- Bets on a Game will not be voided solely because of a change in the starting pitcher(s) for the Game.
- The statistics at the time of the relevant league's mercy rule call will be used for settlement purposes for all non-Live bets. Live bets placed on *Moneyline Markets* for a Game that ends due to a mercy rule call will be voided, and all other Live bets placed on a Game that ends due to a mercy rule call will be voided unless settlement is already Unconditionally Determined. If there is a mercy rule call in a Game, any rules within these Softball Sport Rules that require a minimum number of innings for the Game shall not apply to such Game.

### **Market Specific Softball Settlement Rules**

- *Futures Markets* – Bets will not be voided solely because the Selection bet on does not Participate in the Event.

## **Surfing**

### **Participation**

Participation shall mean entering the water once the Event has started.

### **Schedule and Format Changes**

If the Event is not Concluded within the league's official waiting period, bets on such Event will be voided unless settlement is already Unconditionally Determined.

Bets will not be voided solely due to a venue change.

### **Market Specific Surfing Settlement Rules**

- *Head-2-Head and Heat Winner Markets* – If any of the Selections offered for the bet at the time the bet was accepted by DraftKings do not Participate in the Event, the bet will be voided.

## **Swimming**

### **Participation**

Participation shall mean taking to the starting line in the Event and/or in any qualification rounds or prior rounds related to the Event. Bets will not be voided solely due to a swimmer or team being disqualified from the Event, including, but not limited to, as a result of a false start.

## **Table Tennis**

For the purposes of these Table Tennis Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Participation**

Participation shall mean Concluding at least one point in the Event.

### **Schedule and Format Changes**

Except for bets on *Futures Markets*, if a Match has started, is then Interrupted, and the Match does not reach its intended, natural, or normal end on the same day (local time) the Match started on, bets on *Moneyline Markets* for such full Match will be voided (regardless of a winner for such Match being declared or a participant or team in the Match advancing to the next stage of the Competition) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

### **General Table Tennis Settlement Rules**

- For the Tournaments Champions League, Champions League Women, Europe Cup, Europe Cup Women, Europe Trophy, and Europe Trophy Women, if the match reaches 2-2 games, a 5th game is played to six points. If the score is 5-5 points in a 5th game, the next point will determine the winner of the Match.

### **Market Specific Table Tennis Settlement Rules**

- Game - Winner, Point Winner, Game - Total Points, Game - Race to X Points, Game Odd/Even, and Game – Point Spread Markets – If the point or game bet on is awarded by the umpire as a penalty, bets on such point or game will be voided unless settlement is already Unconditionally Determined.



## **Tennis**

For the purposes of these Tennis Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

### **Schedule and Format Changes**

Except for *Futures Markets*, if a Match that is part of a Competition starts and is then Interrupted, bets on such Match will be voided if the Match does not reach its intended, natural, or normal end within the same Competition, unless settlement is already Unconditionally Determined.

For bets on a *Futures Market*, if the Event is not Concluded within 30 calendar days (eastern prevailing time due to the location of DraftKings’ headquarters) from the Event’s completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the 1st official completion date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Unless otherwise stated in these Tennis Sport Rules, if a Match starts but does not reach its intended, natural, or normal end (for example only, it ends by way of retirement, disqualification, forfeiture, or withdrawal), bets on such Match will be voided unless settlement is already Unconditionally Determined.

### **General Tennis Settlement Rules**

- Bets will not be voided solely because of a change from indoor court to outdoor court, or vice versa, or due to any change of court surface.
- A “Walkover” occurs when a player or team automatically advances to the next round or Match or becomes the champion in the case of a final, before the Match starts as a result of their opponent not Participating or receiving a code of conduct penalty. If a player or team is given a Walkover in a Match, all bets placed on that Match will be voided.
- The terms "Break" and "Broken" refer to a player or team losing a full-service game when they are the server. The loss of serve in a tie break does not count as a Break or a player or team being Broken for settlement purposes.
- For a Match involving a “10 Point” tiebreak, any bets that are placed on a period of play of the Match that does not occur will be voided. For example only, if a three set Match is reduced to a two set Match with a 10-point tiebreak, all bets on the 3rd set of that Match will be voided.

### **Market Specific Tennis Settlement Rules**

- Futures Markets

- Bets for a specific player or team (for example only, *Stage of Elimination* or *Name the Finalists Markets*) will be voided if the player or team bet on does not Participate in at least one point in the Competition.
- *Not to Win, Stage of Elimination, and Player to Reach Round or Further Markets* – If a Selection retires, is disqualified, forfeits, withdraws, or will no longer Participate in the Event, all bets placed on such Selection after information is publicly announced about such retirement, disqualification, forfeiture, withdrawal, or non-Participation will be voided.
- *Tournament Total Tie Breaks and Tournament Total Matches to Go to 5 Sets Markets* – If at least one point is played in a tie break, that tie break will be considered a full tie break for settlement purposes. If at least one point is played in the 5th set of a Match, that Match will be considered a 5 set Match for settlement purposes.
- *Total Games in Round and Match with Least Games Markets* – If at least one of the Matches applicable to the bet does not reach its intended, natural, or normal end, bets will be voided.
- *End of Year and End of Season Markets* – Bets will be settled using statistics from the official governing body on December 1st of the year specified for the bet. For Matches in Association of Tennis Professionals (“ATP”), Women’s Tennis Association (“WTA”), and Grand Slam sanctioned tournaments, only statistics from official ATP, WTA, and Grand Slam sanctioned tournaments count for settlement purposes.

- Total Sets Markets

- A super tie breaker is considered as one set for settlement purposes.
- *Total Sets in a Match Markets* – If the Match bet on starts and does not reach its intended, natural, or normal end, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- *Total Sets (3-Way) Markets (Best of 5 Sets Match Format)* – If the Match bet on starts and does not reach its intended, natural, or normal end, bets on such Match will be settled according to the following:
  - If the “3 sets” Selection is bet on and the last point in the Match was played in sets one or two, bets on the “3 sets” Selection will be voided.

- If the “3 sets” Selection is bet on and the last point in the Match was played in set three, bets on the “3 sets” Selection will be settled as won.
  - If the “3 sets” Selection is bet on and the last point in the Match was played in sets four or five, bets on the “3 sets” Selection will be settled as lost.
  - If the “4 sets” Selection is bet on and the last point in the Match was played in sets one, two, or three, bets on the “4 sets” Selection will be voided.
  - If the “4 sets” Selection is bet on and the last point in the Match was played in set four, bets on the “4 sets” Selection will be settled as won.
  - If the “4 sets” Selection is bet on and the last point in the Match was played in set five, bets on the “4 sets” Selection will be settled as lost.
  - If the “5 sets” Selection is bet on and the last point in the Match was played in sets one, two, three, or four, bets on the “5 sets” Selection will be voided.
  - If the “5 sets” selection is bet on and the last point was played in set five, bets on the “5 sets” selection will be settled as won.
- *Match Moneyline Markets* – If a player or team withdraws, retires, forfeits, is disqualified, or otherwise similarly pulls out of or is removed from the applicable Match: (i) if the player or team withdraws, retires, forfeits, is disqualified, or otherwise similarly pulls out of or is removed from the applicable Match before the 1st set of the Match reaches its normal, natural, or intended end, bets on such Match will be voided; (ii) for International Tennis Federation (“ITF”) Matches, Universal Tennis Rating (“UTR”) Matches, and exhibition Matches, if the player or team withdraws, retires, forfeits, is disqualified, or otherwise similarly pulls out of or is removed from the applicable Match, after the 1st set of the Match reaches its normal, natural, or intended end, bets on such Match will be voided; and (iii) for non-ITF, non-UTR, and non-exhibition Matches, if the player or team withdraws, retires, forfeits, is disqualified from, or otherwise similarly pulls out of or is eliminated from the Match after the 1st set of the Match reaches its normal, natural, or intended end, bets on the player or team declared the winner of the Match by the Match’s official governing body, the player or team in the Match progressing to the next round of the Competition, or the player or team in the Match declared the champion in the case of the Match being a final, will be settled as won and bets on the other Selection will be settled as lost.
  - *Games and Set Spread Markets* – If a Match does not reach its intended, natural, or normal end, bets on such Match will be voided unless one set in that Match has reached its intended, natural, or normal end and settlement is already Unconditionally Determined. For example only, in a three set Match where the Match is Interrupted with a set one score of 6-3 in favor of Player A and a 4-2 score in set two in favor of Player A, and such Match is not resumed, Player B could not possibly win the Match by six or more games, and therefore, all bets on game spread lines for +5.5 games and above for Player A (i.e., +6.5 and +7.5) are Unconditionally Determined.

- Total Games Markets – If a Match does not reach its intended, natural, or normal end, bets on such Match for this market will be voided unless settlement is already Unconditionally Determined. For this market, settlement of a bet is Unconditionally Determined if the total number of games played in the Match combined with the minimum number of additional games required to complete the Match is over the total number of games bet on. For example only, in a three set Match with a score of 6-3 in set 1 and a score of 4-2 in set 2, the minimum number of games the Match could be completed in is 17, which means bets on over 16.5 games would be settled as won and bets on under 16.5 games would be settled as lost. Forfeited points and games will count for settlement purposes, and tie breakers and super tie breakers are each considered as one game for settlement purposes.
- Point Winner, Game Winner, Game Correct Score, Game Total Points, and Game to Deuce Markets – If the point is awarded by the umpire as a penalty, bets on such point will be voided, and if the game is awarded by the umpire as a penalty, bets on such game will be voided unless settlement is already Unconditionally Determined.
- Specific Point Markets
  - X Point Serve Outcome Markets – Bets will be voided if (i) the point is awarded by the umpire as a penalty; or (ii) a game or Match win is awarded by the umpire as a penalty.
  - X Point Total Non-Error Shots Markets – Bets are settled based on the total number of non-error shots in a rally. If the last shot in the rally is an error or a double fault serve, such shot doesn't count towards settlement of the shot total for this market. An error shall mean a ball that lands in the net or lands out of bounds following a shot for settlement purposes.
  - X Point Outcome Markets – Bets on the Selection "Winner" will be settled as won when a player wins a point with a shot the opponent doesn't touch or only nicks the ball. A "nick" for settlement purposes shall mean a touch of the ball with the racket but the ball's trajectory is not materially changed by the touch. Bets on the Selection "error" will be settled as won if the ball gets into the net or out of bounds after a shot. A touch of the ball that is not a nick and lands in the net or out of bounds will be deemed an error for settlement purposes.

## Settlement Rules

- ◆ All settlements are based on the statistics and results provided by the official website of the league's/competition governing body.
- ◆ In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.



# Volleyball

## General Rules

- If a match is not completed, all full time bets will be void, unless otherwise stated.
- In the event a match venue is changed, bets already placed will stand as long as the home team is still designated as the home team. In the event the home and away teams for a listed match are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.
- All bets on a match which starts but is then abandoned or postponed will be void unless the match is rearranged and played on the same scheduled day (local stadium time) or unless it is otherwise stated in the rules. An exception is made if an incorrect start time is announced on our website.
- Golden sets do not count unless otherwise stated.

## Specific Market Rules

- **Live Betting**—Points are considered regardless of whether they are scored before or after the bet is placed.
- **Winner**—Predict the winner of the game. A best-of-five sets format is used.
- **Set Handicap**—Predict the winner of the game in sets. Bets are determined by sets accumulated by both teams, applying the given handicap. Bets are void if the statutory number of sets is not completed or changed.
- **Over/Under Sets**—Predict over or under a given number of sets will be played for the winner to be determined.
- **Set Score**—Predict the sets scores at the end of the match. Bets are void if the statutory number of sets is not completed or changed.
- **Total Points**—Total Points is similar to handicap and over/under wagering. Win/loss is determined by the number of points accumulated by both teams, and then by comparing these points with the handicap and/or over/under given before the match started.
- **Set Markets**—The entire relevant period of play must be completed for bets to have action.
- **Point Betting**—Predict which team will win the nominated point in the specified set. In the event the relevant point is not played, due to the set ending, bets on the specific point will be void.
- **Futures**—Predict the winner of the relevant competition. Bets are settled according to the final league position, after playoffs (if played), unless otherwise stated.

## Settlement Rules

- All bets are settled on the official results/standings.

## Winter Sports

### General Rules

- ◆ All bets are settled according to the official results of winter sports federations governing the relevant race, even if not all of the scheduled events are held. Bets will be settled according to the official result declared after the race has finished. Any later appeals and disqualifications will not affect bets.
- ◆ If an event does not take place as scheduled, unless it is postponed due to weather conditions, all bets will be void. An exception is made if we advertise an incorrect start time.
- ◆ If an event is abandoned or suspended and not staged within 36 hours (local time) and at the same venue, all bets are void.
  - There is an exception to the above rule for Winter Olympic events; see the “Olympics” rules.

### Specific Market Rules

- ◆ **Futures**—Predict the winner of the stage, race (it will be specified in the name of the futures). If the participant does not start the official event, bets will be void.
- ◆ **Podium Position**—Predict if a participant will finish on the podium (1st, 2nd, or 3rd place). If the participant does not start the official event, bets will be void.
- ◆ **Head to Head / Winner Full Time**—Both participants must start the race for bets to stand. If both of them don't finish the event, bets will be void, unless it is a multistage event. In that case, the player that completes the later stage will be settled as the winner. For example, if Player A withdraws or gets disqualified in the 1st Round and Player B finishes the 1st Round, Player B will be the winner. If both of them withdraw or get disqualified at the same stage, bets will be settled as push.

### Settlement Rules

- ◆ Bets on any participant who takes part in qualifying for a specified event, but then fails to qualify for the main round(s), will be settled as losers.
- ◆ Dead Heat rules apply.

## Bowls

### General Rules

- ◆ All games must start on the scheduled date for bets to have action. The exception is if we advertise an incorrect start time.

### Specific Market Rules

- ◆ **Moneyline/Winner** — In the event a match starts but is not completed, the player progressing to the next round or being awarded the victory will be deemed the winner for settlement purposes. If no draw selection is offered and a match finishes in a tie, the result at the end of the tiebreaker will be used for settlement purposes. If no draw selection is offered and no tiebreaker takes place, all bets on the market will be settled as push.
- ◆ For the following markets, bets will be void if the statutory number of sets are either not completed or are changed, unless the specific market outcome is already determined:
  - Match Handicap
  - Total Points (2-way)
  - Total Sets
  - Player Total Points (2-way)

### Settlement Rules

- ◆ The statistics provided by the official website of the relevant competition or match will be used for settlement purposes.
- ◆ In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.



## Jai Alai

### General Rules

- ◆ In the event the named (listed) players do not all start an individual match (singles or doubles), all bets will be void.
- ◆ In the event the first set of a match is not completed, all bets will be void, unless settlement has already been determined, or unless otherwise stated.
- ◆ In the event a starting player is substituted during a match, all bets are action, unless otherwise stated.
- ◆ In the event a player or team forfeit the match, and the first set of the match is not completed, all bets will be void, unless settlement has already been determined, or unless otherwise stated. In the event a player or team forfeit the match, and the first set of the match is completed, all bets will be action, unless otherwise stated. For example, if during the second set, no substitute is available, then any bets placed on the player or team who forfeit the match will be settled as lost in the Moneyline market and bets on the player or team who do not forfeit the match will be settled as won.
- ◆ For future bets, in the event a team does not start their first match of the season, all bets on that team will be void.

### Specific Market Rules

- ◆ **Point Winner** — Predict which player/team will win the nominated point. Listed players must start the nominated point for action, in the event the relevant point is not played, all bets on that specific point will be void.

### Settlement Rules

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.

## Lacrosse-

### General Rules-

- ◆ In the event a game is postponed and rescheduled to take place within 48 hours of the original start time, all bets on the game will stand.
- ◆ In the event a game begins and is halted with more than five (5) minutes of scheduled game time left to be played, and the game is not completed within forty eight (48) hours of the scheduled start date and time, bets will be void, unless the specific market outcome is already determined (or unless otherwise stated).
- ◆ In the event a game begins and is halted with five (5) minutes or less of scheduled game time left to be played, and the game is not completed within forty eight (48) hours of the scheduled start date and time, the score when the game was halted will determine the betting results (unless otherwise stated).
- ◆ In the event a game is halted at any time, and then replayed in full as opposed to resumed, all bets will be void.
- ◆ In the event a game venue is changed, and the home team remains designated as the home team, bets will stand.
- ◆ In the event a game venue is changed, and the home and away team's listings are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.

### Settlement Rules-

- ◆ All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- ◆ In the absence of a statistic or result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.

## Olympics (Summer/Winter)

### General Rules

- ◆ For futures to have action, the competitor/nation must participate in the event. For the competitors/nations that do not compete in the first round/qualification, bets will be void. In the event of the competition starting but not concluding, all bets that are not unconditionally determined will be void.
  - An exception to the rule directly above is that if any team/athlete is disqualified, including for false starts, bets will be settled as losers on that selection.
- ◆ With the exception of weather related or other event specific schedule changes, in the event the Olympics are postponed or cancelled, bets will be void, unless the settlement has unconditionally been determined.
- ◆ Should the result of an event be amended following an inquiry, competitors awarded gold, silver and bronze at the original medal ceremony will be deemed 1st, 2nd, and 3rd respectively for settlement purposes. Subsequent appeals/disqualifications will not alter settlement.
- ◆ Team events will count as one gold medal/medal for any totals markets.
- ◆ If two or more countries/athletes share the applicable finishing positions and no odds have been offered for a drawn outcome, the payout will be calculated via Dead Heat Reduction rules. An exception to this rule is an event where 2 bronze medals are awarded (for example, in Boxing). In that case, for the "To Win a Medal" market, both athletes awarded bronze would be settled as winners.
- ◆ In the event a competitor is not listed due to regulatory restrictions and wins the event, the settlement will be based on the highest quoted athlete/team.
- ◆ For futures markets where there is a conflict with sports specific rules, the Olympic rules stated above shall prevail for Olympic futures markets.

### Specific Market Rules

- ◆ **Match Bets** — If, in a head to head match, both teams/athletes go out in the same round, the bet is settled on who has achieved the better time/highest position in that round. If better time/highest position isn't applicable, then bets will be void.
- ◆ **Number of Medals Won (Country)** — The full quota of events must be completed for bets to stand unless the result has been unconditionally determined.
- ◆ **Number of Medals Won (Athlete)** — In the event of an athlete also being part of a team, the named athlete must appear in the final in order for that event to count towards the total medals.
- ◆ **Medal Clean Sweep** — Gold, silver and bronze are won by same country.
- ◆ **Winning Last Digit** — Predict the last digit of the official winning time. E.g. 9.96 in Men's 100m settles as 6.

### Settlement Rules

- ◆ Bets are settled according to the official competition website, unless otherwise stated.

- ~~In the absence of a statistic/result required for settlement of a specific market from the sources listed above, another reputable statistical source will be used to support bet settlement.~~

## Table Tennis

### General Rules

- ◆ In the event any of the named players in a match are replaced before the match starts, all bets will be void.
- ◆ Bets on a match that starts but is later abandoned, postponed, interrupted, or left incomplete will be void, unless the match is re-scheduled within 24 hours of the original start time.
- ◆ Bets will be void in the event the match does not reach its natural conclusion (e.g. retirement, disqualification, walkover, or cancellation), unless settlement has already been determined, or unless otherwise stated.
- ◆ In the event any market does not reach its natural conclusion (e.g. the end of a game/point for a game/point market), bets will be void unless settlement has already been determined, or unless otherwise stated.

### Specific Market Rules

- ◆ **Total Points**—Win/loss is determined by the number of points accumulated by both players, unless otherwise stated. In the event that the total is exactly equal to the betting line, then all bets on this offer will be settled as push.

### Fast Markets

- ◆ **Winner—Listed Game**—Predict the player who will win the listed game. In the event the game is not played due to the end of the match, all bets on the specific game will be void.
- ◆ **Point Winner—Listed Game**—Predict the player who will win the listed point. In the event the point is not played due to the end of the game or match, all bets on the specific point will be void.
- ◆ **Games Decided by Extra Points**—An extra point is defined as when one or more of the players wins with 12 points or more in a game.

### Futures/Other Props

- ◆ **Outright**—Bets are settled based on the player's position at the end of the specific tournament. In the event a player withdraws without playing at least one (1) point in the tournament, bets on the player will be void. In the event a player is disqualified, bets on that player will be lost.

### Settlement Rules

- ◆ All settlements are based on the statistics and results provided by the official website of the league as of the time of settlement, unless otherwise stated.

## Other Sports/Specials

### Other Sports

The General Rules and Settlement Rules under this Other Sports section shall apply to any sport listed under it and any sport that does not have a dedicated section under the Sport Rules section.

#### General Rules

- All matches/fights/races/tournaments must start on the scheduled date (local time) for bets to have action unless otherwise stated. In the event the match/fight/race/tournament takes place prior to the date or start time denoted, bets will stand as long as the wager is placed prior to the revised start time.
- Bets on a match/fight/race that starts but is later abandoned, postponed, interrupted, or left incomplete will be void, unless it is re-scheduled for the same date (local time), unless otherwise stated. An exception is made if an incorrect start time is announced on our website.
- In the event any of the named players in a match/fight/race/ride are replaced before it starts, all bets will be void.
- In the event a venue is changed, and the home team remains designated as the home team, bets will stand.
- In the event a venue is changed, and the home team and away team's listings are reversed (i.e. the home team becomes the away team), bets placed with the original listing will be void.
- Bets will be void in the event the match/fight/race does not reach its natural conclusion, unless settlement has already been determined, or unless otherwise stated.
- In 2-way markets, Push Rules apply, unless otherwise stated.
- For future markets, all bets will be void on competitors not competing in the first round/qualification.
- For futures markets for the Olympics (Summer and Winter), where there is a conflict with sports specific rules, the Olympics rules shall prevail.

#### Settlement Rules

- All settlements are based on the statistics and results provided by the official website of the league's governing body, or league's official statistical provider, unless otherwise stated.
- In the absence of a statistic/result required for settlement of a specific market, another reputable statistical source will be used to support bet settlement.

### Specific Sport Rules

#### Badminton

Bets on a match that starts but is later abandoned, postponed, interrupted, or left incomplete will be void, unless it is re-scheduled for within 48 hours (local time), unless otherwise stated.

Official points deductions will be taken into account for all undetermined markets. Markets which have already been determined will not take deductions into account.

### **Beach Volleyball**

Bets on a match that starts but is later abandoned, postponed, interrupted, or left incomplete will be void, unless it is re-scheduled for within 48 hours (local time), unless otherwise stated.

Official points deductions will be taken into account for all undetermined markets. Markets which have already been determined will not take deductions into account.

### **Cycling**

Mountain Bikes and BMX Racing have the same rules as Cycling.

For futures markets, the specified event must be completed in full (statutory number of stages), otherwise bets will be void unless settlement has already been determined.

- ◆ **Individual/Team Head 2 Head** — Predict which team/cyclist will achieve a higher finishing position in the race. All teams/cyclists in question should start the race, otherwise bets will be voided. At least one of the teams/cyclists in question should finish the race, otherwise bets will be voided.
- ◆ **Special Bets** — Predict the winner of a special category in the race, such as 'King of the Mountains', 'Best sprinter', 'Best young player' etc., which are awarded with relevant colored jerseys (red, green, white, etc.)

### **Field Hockey**

All match odds are based on the result at the end of a scheduled 70 minutes play, unless otherwise stated. Bets are settled on the score standing at the end of the scheduled 70 minutes including any added injury or stoppage time. This scheduled period does not include extra time or time allocated for a penalty stroke shootout.

### **Futsal**

- All match markets ~~X Point Last Stroke Markets – A smash~~ will be settled ~~on regulation time,~~ unless otherwise stated as a volley.

### **Rowing**

For a one-off race, in the event the race starts but is not completed all bets will be void.

In a tournament such as the Olympics:

- ◆ **To Win Match** — In the event a race starts but is not completed, the player/team progressing to the next round or being awarded the victory will be deemed the winner for settlement purposes.

### **Sailing**

Events must start within one (1) week (i.e., seven (7) calendar days) of the originally scheduled date for action. In the event a race is suspended or shortened and a winner is declared, then all bets will stand. In the event that no winner is declared, all bets are void unless otherwise determined or settled.

- 1st Outcome Markets (for example only 1st Player to Break Serve) – If the Match starts but the outcome bet on (for example only, a Break occurring in the Match for a 1st Player to Break Serve Market) does not occur, bets will be settled as lost. For example only, a bet on a 1st Player to Break Serve Market will be settled as lost if the Match bet on ends without a Break.
- Most Statistic Markets (for example only, Player with Most Aces) – If “Draw” or “Tie” is not offered as a Selection at the time the bet was accepted by DraftKings and two or more Selections tie for the most of the applicable statistic, bets on such Selections will be settled as lost. For example only, a bet on Player A to have the most aces in a Match will settle as lost if both Player A and Player B have five aces in the Match and “tie” was not offered as a Selection at the time the bet was accepted by DraftKings.
- 1st Set Markets – If the 1st set of a Match starts, but the 1st set of that Match does not reach its intended, natural, or normal end for any reason, including, but not limited to, a player or team in the Match retiring, withdrawing, forfeiting, or being disqualified from the Match during the 1st set, bets on such 1st set will be voided unless settlement is already Unconditionally Determined.
- Player Total Games Won Markets – Bets are settled based on the number of games won by the specified player or team. If after the Event starts, a player or team retires, withdraws, forfeits, is disqualified, or otherwise similarly pulls out from or is eliminated from the Match, bets will be settled based on the number of games won at the time the player or team retires, withdraws, forfeits, is disqualified, or otherwise similarly pulls out from or is eliminated from the Match. For example only, a bet on under 12.5 total games won would be settled as lost if there was a retirement with the score 6-4 games after set one, 4-6 games after set two, and 3-3 games during set 3.
- Total Tie Break Markets – A super tie break is not considered as a tie break for settlement purposes.
- Final Set Tie Break Markets – The “final set” for settlement purposes refers to the 3rd set in a best of three sets Match format and the 5th set in a best of five sets Match format.



## Volleyball

### Swimming

#### Schedule and Format Changes

- ◆ ~~Match Bets~~ — One of the two competitors in any match bet must complete the race for the bets to stand. In the event both competitors do not complete the race then bets will be void.

Except for bets on *Futures Markets*, if a Game has started, is then Interrupted, and the Game does not reach its intended, natural, or normal end on the same day (local time) the Game started on, bets on *Moneyline Markets* and *Point Spread Markets* for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game ~~Water Polo~~

~~All match markets will be settled on regulation time, unless otherwise stated. Regulation time must be completed for bets to stand, will be voided unless settlement has already been determined~~ Unconditionally Determined.

If a Game's format changes (for example only, the number of sets being played in the Game is reduced from a best of five sets format to a best of three sets format), from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official format for the Event was announced or scheduled at the time the bet was accepted by DraftKings, the format first announced or scheduled by the Event's official governing body shall be deemed the Event's official format at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's format is made by the Event's official governing body, the format customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

## Specials

### General Rules

- ◆ All Specials markets are singles only. Unless otherwise stated, if a selection does not participate in an event, all bets on that selection will be settled as losers.

### Market Specific Volleyball Settlement Rules

- ◆ Settlement of Specials markets will be determined based on results that are publicly announced by the official organizers of the events, where relevant. In the absence of an official organizer of an event, bets will be settled based on information sourced from reliable media sources.
- Match Markets (for example only, Moneyline Markets, Point Spread Markets, 1st Set Winner Markets) – Golden sets do not count towards settlement.
- Team to Advance, Team to Qualify, Tournament Total(s), and Futures Markets – Statistics from golden sets do count for settlement purposes.

## Winter Sports

These winter sports sport rules apply only to cross-country skiing, biathlon, ski jumping, and alpine skiing.

### Participation

Participation shall mean taking to the starting gate or starting line for an Event.

### General Winter Sports Settlement Rules

- If two or more countries, teams, or athletes share the applicable finishing position, and draw is not listed as a Selection for the bet, Dead Heat Reduction rules apply, except for *To Win a Medal Markets* where multiple medals are awarded for the same position, in which case bets on all countries, teams, or athletes awarded a medal will be settled as won.

## I. DRAFTKINGS SPORTSBOOK POOL GAME CONDITIONS

### ~~DraftKings Sportsbook Pools~~ ~~Game Conditions~~

#### 1. Rules and Regulations

a) The following set of DraftKings Sportsbook Pools Game Conditions (the “**Game Conditions**”) shall govern the use of the DraftKings Sportsbook Pick’Em Pools Product (the “**Pools**”) and are subject to the ~~Terms and~~ DraftKings Sportsbook Terms of Use located at <https://sportsbook.draftkings.com/legal/ma-terms-of-use> (“**Terms**”) and the “DraftKings Massachusetts Sportsbook House Rules (the “**Rules**”)”. To the extent these Game Conditions or Pool Terms and Conditions (as defined below) conflict with the ~~Terms~~ Rules, the Game Conditions or Pools Terms and Conditions shall govern. In the event these Game Conditions conflict with the Pool Terms and Conditions, the Pool Terms and Conditions shall govern.

b) The use of Pools is also subject to the regulations imposed by the Massachusetts Gaming Commission.

c) DraftKings may update, amend, edit, and supplement these Game Conditions at any time in DraftKings sole discretion. subject to any required regulatory approvals.

d) Any terms defined in these Game Conditions shall only apply to these Game Conditions and shall not apply to the Rules or Terms.

Commented [ML22]: MGC: Added regulatory approval language

#### 2. Definitions

(a) “Card” is the list of Events from which a ~~player~~ customer can make a Pick for a given Pool.

(b) “Combo Play” means a method of play whereby a ~~player~~ customer concurrently submits multiple entries into a Pool in a single transaction by selecting more than one Pick on the same Event within a Card with each such Pick being assigned to a distinct entry into the Pool.

(c) “Event” means a game, match-up or other event described in the Card, whether sports related or not, from which each set of outcomes are attributed to.

(d) “Pick” means the selected outcome of an Event on a Card.

(e) “Pool” means a betting or promotional offering where ~~Players~~ customers may make Picks of outcomes on a set number of Events on a Card in order to enter for a chance to win all or a portion of the Prize Pool.

(f) “Pool Closing Time” means the date and time on which a ~~Player~~ customer can no longer submit a Card in order to enter a Pool as set out in the applicable Pool Terms and Conditions.



- (g) "Pool Terms and Conditions" means such terms and conditions including prize entitlements relating to a specific Pool as established and posted on DraftKings Sportsbook.
- (h) "Prize Pool" means the prizing available for an individual Pool. The Prize Pool allocation will be set out in the [applicable](#) Pool Terms and Conditions.
- (i) "Props" means any question related to an event for which outcomes are derived from.
- (j) "Quick Pick" is an optional auto-populate function that will automatically select a random or defined combination of Picks on the ~~player's~~[customer's](#) behalf, based on the ~~player's~~[customer's](#) selection.
- (k) "Ticket" means the online form provided by the DraftKings listing Events that enables a ~~player~~[customer](#) to enter a Pool by completing such form and making payment as required.
- (l) "Winner" means a ~~Player~~[customer](#) who submits a Card in accordance with these Game Conditions meeting the criteria on the relevant Pool Terms and Conditions to win all or a portion of the Prize Pool.
- (m) "User Generated Pool" means a Pools contest created via the DraftKings Sportsbook by a DraftKings ~~Authorized Account Holder~~[customer](#).

### 3. Use of Pools

#### Pool Entry

To participate in a Pool, a ~~Player~~[customer](#) must pay the entrance fee (where required) for that Pool as outlined in the applicable Pool Terms and Conditions and submit a Card for that Pool including selecting a Pick for each listed [Prop for an](#) Event. Sportsbook ~~free bonus~~ bets/tokens cannot be used for ~~DraftKings Sportsbook~~ Pools entries. ~~Players~~[Customers](#) may purchase and submit more than entry per Pool subject to maximum entry limits that may be established in the applicable Pool ~~Game Terms and~~ Conditions. The ~~Player~~[customer](#) must select one Pick from each Event on the Card for a valid entry, though in the case of Combo Play more than one Pick may be selected creating multiple entries. Once a ~~Player~~[customer](#) has submitted their Card and received a Ticket, the ~~Player~~[customer](#) can alter their picks until each ~~event~~[Event](#) start time. Where DraftKings determines that a ~~Player~~[customer](#) entered a Pool after an Event in that Pool commenced, DraftKings reserves the right to void that Pool entry.

#### Combo Play

As an example of Combo Play, if a ~~Player~~[customer](#) selects two Picks for the same Event using Combo Play (i.e. Pick A and Pick B) for a Pool with a \$5 entrance fee, the ~~Player~~[customer](#) will now have two potential entries, one based on Pick A and the other based on Pick B, with a total cost for the ticket of \$10. When Combo Play is offered by DraftKings, the number of Events for which multiple Picks can be selected may be limited as set out



in the applicable Pool [Game Terms and Conditions](#). Entries created through Combo Play will be settled under a single ticket number in the [Player's/customer's](#) account history.

#### Correct Picks

Subject to the applicable [Pools Game Pool Terms and Conditions](#), a correct Pick will be determined by DraftKings with reference to the [DraftKings Sportsbook betting house rules Rules](#) that are applicable to the [Settlement/settlement](#) of the Pick in question as determined by DraftKings. Picks are settled on the official result published by the [Event's](#) governing body or as otherwise verified by DraftKings. After [Settlement/settlement](#) of a Pool and corresponding payment of the Prize Pool when applicable, any subsequent corrections or amendments by the [Event's](#) governing body to the result will not be applicable. Where DraftKings determines that an error was made, including ~~on~~ in the Pool [Game Terms and Conditions](#), the Pool Card including errors in listings of Events or Picks, or in the settlement of a Pool, then DraftKings reserves the right to: correct such error and settle, or [Resettle/resettle](#), the Pool with the error corrected; or to settle or [Resettle/resettle](#) the Pool with all Picks for Events DraftKings deems affected by the error as a correct Pick.

#### Ties

In the occurrence of a tie result on any Event whereby neither available [Selection/selection](#) for that Event is the correct result (i.e. a Tie result is not offered as a [Selection/selection](#)) the outcome of all [Selections/selections](#) for that Event will be settled as a correct Pick unless stated otherwise in the Pool [Game Terms and Conditions](#).

#### Determining Winners

Winners will be determined by DraftKings with reference to the criteria set out in the Pool [Game Terms and Conditions](#) subject to the conditions set out above for determining correct Picks.

#### Event Postponement, Cancellation, or Void Events

If DraftKings determines an Event has been ~~cancelled~~[canceled](#) or postponed or where DraftKings would otherwise have the right to treat an Event as void, DraftKings reserves the right to settle the Pool with all Picks for such ~~cancelled~~[canceled](#) or postponed Events settled as a correct Pick or alternatively to void all ~~tickets~~[Tickets](#) on that Pool. DraftKings may continue to offer Picks including when applicable, Combo Play Picks, on such Events even if it has become aware of the cancellation, postponement or voiding of the Event, while reserving its rights to settle the Pool with all such Picks as correct or alternatively voiding all ~~tickets~~[Tickets](#) on that Pool. Where there is evidence or suspicion of illegal or fraudulent activity, or of rigging or fixing of an Event within a Pool, DraftKings may declare Picks or Tickets on such Events or Pools void in ~~accordance~~ addition to its rights set out in the Rules dealing with fraud ~~or~~, [Influence Betting \(as defined in the Rules\)](#), [Syndicate Betting \(as defined in the Rules\)](#), suspicious activity, event rigging or fixing.

For clarity, if the start time for an Event within a Pool is changed by the [Event's](#) official governing body within the same calendar day as the previous listed start time, either prior to or after the Pool Closing Time, submitted Cards will remain valid.



### **Tiered Prizing**

Where there are tiered prize levels for a Pool, the number of correct Picks on the Pools Card for each prize level will be set out in the Pools [GameTerms and](#) Conditions.

### **Prizes**

DraftKings will pay out the Prize Pool or portion thereof, to Winners in accordance with the prize structure as specified in the Pool [GameTerms and](#) Conditions.

### **Guaranteed Prize Fund**

DraftKings may at its sole discretion, guarantee a minimum prize fund for a Pool by potentially adding to the Prize Pool as set out in the Pool [GameTerms and](#) Conditions. Pools do not have a guaranteed Prize Pool unless otherwise stated in the applicable Pool [GameTerms and](#) Conditions.

### **Limits/Maximum Payouts**

The limits/maximum daily payouts outlined in the Rules do not apply to Pools. There is no set daily payout limit for Pools; nor does any winning affect the daily payout maximums from any other winnings from [Sports](#) bets [on DraftKings Sportsbook](#).

### **Rollovers**

If there are no Winners for any given Pool and the pool contest is defined as a 'rollover' type, then DraftKings may, though is not obligated to, rollover the Prize Pool for that Pool (i.e. Pool A) to a Prize Pool for another Pool (i.e. Pool B). In the event DraftKings rolls over the Prize Pool for Pool A to the Prize Pool for Pool B and Pool B then ends without any Winner(s), then the Prize Pool for Pool A will either be rolled over as part of a rollover of the Prize Pool for Pool B to another Pool (i.e. Pool C) in accordance with Pool B's [GamePool Terms and](#) Conditions, or failing that, the Prize Pool for Pool A will be paid out by DraftKings to [playerscustomers](#) in proportion to their contribution to the Prize Pool for Pool A. A Prize Pool may be rolled over through numerous Pools until either, there are Winner(s), or the Prize Pool is paid out to [playerscustomers](#) in proportion to their contribution.

### **Prop Pools**

DraftKings may at its sole discretion offer 'Prop Pools' related to outcomes specific to an [eventEvent](#) or a series of [eventsEvents](#) that are not entirely related to the outcome of the event.

### **User Generated Pools**



~~Authorized Account Holders~~[Customers](#) may create ~~Private or Public~~[private or public](#) Pools for specified ~~“contest sets”~~[“contest sets”](#) which are made available for User Generated Contests at the sole discretion of DraftKings.

#### ~~Contest~~ Results

~~Contest~~[Pools](#) results and prize calculations are based on the final statistics and scoring results at the completion of the last ~~professional sports game~~[Event](#) of each individual ~~Contest~~[Pool](#). Once ~~Contest~~[Pools](#) results are reviewed and graded, prizes are awarded. The scoring results of a ~~Contest~~[Pool](#) will not be changed regardless of any official statistics or scoring adjustments made by the ~~leagues~~[Event's official governing body](#) at later times or dates, except in DraftKings' sole discretion.

DraftKings reserves the right, in its sole and absolute discretion, to deny any ~~contestant~~[customer](#) the ability to participate in ~~head-to-head contests~~[any Pool\(s\)](#) for any reason whatsoever. Further, DraftKings may, in its sole and absolute discretion, invalidate any ~~head-to-head contest result~~[Pool\(s\)](#) for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or ~~in the event that~~[if](#) there is a risk of any such abusive, illegal, or unfair activity.

#### 4. Sport Specific Rules

~~Applicable sport specific rules found under the 'All Sports' heading of the DraftKings Sportsbook house rules~~[The Sport Rules \(available by clicking HERE\)](#) will apply to Events [within a Pool](#) as determined by DraftKings. In addition:

##### Baseball

(a) An Event that is based on the outcome of more than one game including a series of games or other group of games as described in the Card is considered complete when the group or series of games are completed. An Event that is based on a match-up between specific players' performances is considered complete when the inning(s), game, or series of games the Event is associated with, as set out in the Card, are completed.

(b) Where an Event is based on a match-up between specific players' batting performances in an inning(s), game or series of games as set out in the Card, such players must each make at least one completed plate appearance in applicable inning(s), game or series of games, which results in either an out for that player, or in that player reaching a base safely (in any number of possible ways in accordance with the game of baseball), failing which all Picks for such Event will be settled as a correct Pick.

(c) Where an Event is based on a matchup between specific players' pitching performances in an inning(s), game or series of games as set out in the Card, such players must make at least one pitch, within the applicable inning(s), game or series of games failing which all Picks for such Event will be settled as a correct Pick.

(d) When two games between the same two teams are played in one day, the Event start time listed on the Pools Card will determine what the appropriate game is for settlement purposes.



**Basketball**

(a) An Event that is based on the outcome of more than one game including a series of games or other group of games as described in the Card is considered complete when the group or series of games are completed. An Event that is based on a match-up between specific players' performances is considered complete when the quarter, half, game, or series of games the Event is associated with, as set out in the Card, are completed.

(b) Where an Event is based on a match-up between specific players' performances in a quarter, half, game or series of games as set out in the Card, such players must have playing time within the applicable quarter, half, game or series of games, failing which all Picks for such Event will be settled as a correct Pick.

**Football**

(a) An Event that is based on the outcome of more than one game including a series of games or other group of games as described in the Card is considered complete when the group or series of games are completed. An Event that is based on a match-up between specific players' performances is considered complete when the quarter, half, game, or series of games the Event is associated with, as set out in the Card, are completed.

(b) Where an Event is based on a match-up between specific players' performances in a quarter, half, game or series of games as set out in the Card, such players must have played at least one down within the applicable quarter, half, game or series of games, failing which all Picks for such Event will be settled as a correct Pick.

**Hockey**

(a) An Event that is based on the outcome of more than one game including a series of games or other group of games as described in the Card is considered complete when the group or series of games are completed. An Event that is based on a match-up between specific players' performances is considered complete when the period, game, or series of games the Event is associated with, as set out in the Card, are completed.

(b) Where an Event is based on a match-up between specific players' performances in a period, game, or series of games as set out in the Card, such players must have ice time within the applicable period, games, or series of games, failing which all Picks for such Event will be settled as a correct Pick.

**Golf**

(a) Where an Event is based on a match-up between specific players' performances on a hole, in a day, in a tournament or series of tournaments as set out in the Card, such players must have teed off within the applicable hole, day, tournament or series of tournaments, failing which all Picks for such Event will be settled as a correct Pick.

**Soccer**

(a) An Event that is based on the outcome of more than one game including a series of games or other group of games as described in the Card is considered complete when the group or series of games are completed. An Event that is based on a match-up between specific players' performances is considered complete when the period, game, or series of games the Event is associated with, as set out in the Card, are completed.

(b) Where an Event is based on a match-up between specific players' performances in a period, game, or series of games as set out in the Card, such players must have ~~iee~~[playing](#) time within the applicable period, games, or series of games, failing which all Picks for such Event will be settled as a correct Pick.

#### **MMA/Boxing**

(a) Where an Event is based on a match-up between specific players' performances ~~on~~ in a round, in a fight, in a tournament or series of tournaments as set out in the Card, such players must have participated on the applicable fight card, tournament or series of tournaments, failing which all Picks for such Event will be settled as a correct Pick.

#### **Tennis**

(a) Where an Event is based on a match-up between specific players' performances ~~on~~ in a game, in a set, in a match, in a tournament or series of tournaments as set out in the Card, such players must have participated in the applicable match, tournament or series of tournaments, failing which all Picks for such Event will be settled as a correct Pick.

#### **Motor Sports**

(a) Where an Event is based on a match-up between specific players' performances ~~on~~ in a lap, in a series of laps, in a race, in a series of races, in a tournament or series of tournaments as set out in the Card, such players must have participated in the applicable race, series of races, tournament or series of tournaments, failing which all Picks for such Event will be settled as a correct Pick.

<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.1.3 Document comparison done on 8/5/2025</b>	
<b>3:23:29 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> MA DKE House Rules v10.0 (CLEAN) (1).docx	
<b>Modified filename:</b> MA DKE House Rules v11.0 (DK edits) 8.5.2025 v2.docx	
<b>Changes:</b>	
<u>Add</u>	2954
<del>Delete</del>	3593
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	2
<del>Table Delete</del>	2
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	6551



**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Tom Lam – Operations & Compliance Manager, Sports Wagering

**MEMO** **MEETING**  
**DATE:** 8/4/2025 **DATE:** 8/14/2025

**RE:** Update to BetMGM Sportsbook House Rules

---

**REGULATION BACKGROUND:**

Pursuant to 205 CMR 247.02(4), a Sports Wagering Operator shall not change or modify the House Rules without prior written approval of the Commission.

**EXECUTIVE SUMMARY:**

BetMGM Sportsbook has requested changes to their Massachusetts online house rules. A full detailed summary of the latest updates and additions can be found in the attached redlined exhibit.

The summary of changes is as follows:

1. **General Sports Book Rules:** Slight alteration of the allowable minimum wager.
2. **Baseball:** Minor revisions to the settlement clarification for the mercy rule and grand salami prop bets.
3. **Basketball:** Removed buzzer beater market and added additional language to address a new market for NBA teams to make or miss the playoffs.

**CONCLUDING STATEMENT:**

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and recommends approving these changes.

**Exhibit**

**Revisions:**

**General Sports Book Rules**

2. BetMGM will determine minimum and maximum wager amounts per patron on all events to include all periods, segments, propositions, and future book wagers. Maximum payouts limits shall only be established through limiting the amount wagered and cannot be applied to reduce a winning wager amount. Minimum Wager: ~~\$ .10~~~~\$ .50~~. Maximum Wager: \$10,000,000.00.

**Baseball Rules**

**Baseball Mercy Rule**

If the game ends by the relevant league's mercy rule, then all pre-game wagers will be settled according to the results at the time the mercy rule is applied (this will include softball). Live wages will be settled based on the "Live Wagers" rule as specified above.

**Baseball Grand Salami Props**

Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). All wagers that have been unconditionally determined will stand (e.g. Team X will be deemed the winner of a three-game series in which it wins two games, regardless if the third game is finished). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled

**Basketball Rules**

**Basketball Wagers**

**Buzzer-Beater Markets**

~~A wager on if a shot will be successfully made at the end of the game from either team and said shot put the team ahead in the game, with 2 seconds or fewer on the clock. The team who makes the shot must either be losing, or the game is tied the moment before the shot goes in. Only second half and overtime periods are counted in this market. The market will be settled according to ESPN play-by-play data. This can be a 2 point or 3 point attempt. Settled at the end of the game. Postponed/Cancelled match rules apply.~~

**To Make/Miss the Playoffs (NBA):**

Settled based on the teams that make the final top 8 in each Conference, after the conclusion of any play-in games or tiebreakers. If the number of teams that make the postseason changes during the season, bets will be void.

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**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Tom Lam – Operations & Compliance Manager, Sports Wagering

**MEMO** **MEETING**  
**DATE:** 8/4/2025 **DATE:** 8/14/2025

**RE:** Update to MGM Springfield House Rules

---

**REGULATION BACKGROUND:**

Pursuant to 205 CMR 247.02(4), a Sports Wagering Operator shall not change or modify the House Rules without prior written approval of the Commission.

**EXECUTIVE SUMMARY:**

MGM Springfield has requested changes to their Massachusetts online house rules. A full detailed summary of the latest updates and additions can be found in the attached redlined exhibit.

The summary of changes is as follows:

1. **General Sports Book Rules:** Slight alteration of the allowable minimum wager.
2. **Baseball:** Minor revisions to the settlement clarification for the mercy rule and grand salami prop bets.
3. **Basketball:** Removed buzzer beater market and added additional language to address a new market for NBA teams to make or miss the playoffs.

**CONCLUDING STATEMENT:**

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and recommends approving these changes.

## Exhibit

### Revisions:

## General Sports Book Rules

2. BetMGM will determine minimum and maximum wager amounts per patron on all events to include all periods, segments, propositions, and future book wagers. Maximum payouts limits shall only be established through limiting the amount wagered and cannot be applied to reduce a winning wager amount. Minimum Wager: ~~\$ .10~~~~\$ .50~~. Maximum Wager: \$10,000,000.00.

## Baseball Rules

### Baseball Mercy Rule

If the game ends by the relevant league's mercy rule, then all pre-game wagers will be settled according to the results at the time the mercy rule is applied (this will include softball). Live wages will be settled based on the "Live Wagers" rule as specified above.

### Baseball Grand Salami Props

Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). All wagers that have been unconditionally determined will stand (e.g. Team X will be deemed the winner of a three-game series in which it wins two games, regardless if the third game is finished). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled

## Basketball Rules

### Basketball Wagers

#### Buzzer-Beater Markets

~~A wager on if a shot will be successfully made at the end of the game from either team and said shot put the team ahead in the game, with 2 seconds or fewer on the clock. The team who makes the shot must either be losing, or the game is tied the moment before the shot goes in. Only second half and overtime periods are counted in this market. The market will be settled according to ESPN play-by-play data. This can be a 2 point or 3 point attempt. Settled at the end of the game. Postponed/Cancelled match rules apply.~~

#### To Make/Miss the Playoffs (NBA):

Settled based on the teams that make the final top 8 in each Conference, after the conclusion of any play-in games or tiebreakers. If the number of teams that make the postseason changes during the season, bets will be void.

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**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Tom Lam – Operations & Compliance Manager, Sports Wagering

**MEMO** **MEETING**  
**DATE:** 8/4/2025 **DATE:** 8/14/2025

**RE:** Update to FanDuel Sportsbook House Rules

---

**REGULATION BACKGROUND:**

Pursuant to 205 CMR 247.02(4), a Sports Wagering Operator shall not change or modify the House Rules without prior written approval of the Commission.

**EXECUTIVE SUMMARY:**

FanDuel Sportsbook has requested changes to their Massachusetts online house rules. A full detailed summary of the latest updates and additions can be found in the attached redlined exhibit.

The summary of changes is as follows:

1. **Results and Market:** Settlement clarification on wagers placed on prohibited collegiate players, teams or selections.
2. **Event Listing Error Settlement:** Additional clarifying language to cancel, with MGC approval, listed events which did not take place.
3. **American Football:** Removal of first offensive play yard line market.
4. **Baseball:** Adjustment language added to address prop bet markets related to plate appearances, immaculate inning, inning range and two-way players props. Grammatical update to rules related to the MLB All-Star Game. And additional clarification of rules specific to the World Baseball Classic.





5. **Basketball:** Slight adjustment language to settlement clarifications for points scored by a player in the 1<sup>st</sup> quarter.
6. **Boxing:** Adjustment to settlement clarification to round betting, group round betting, and alternative group round betting markets.
7. **Golf:** Clarifying settlement language for ties and change in pairings on wagers placed in 2/3 markets.
8. **Ice Hockey:** Added example to clarify wagers placed on a game must go past a specific amount of game time and clarifying language to its daily specials market.
9. **Table Tennis:** Added minor adjustment for settlement clarification if an event does not finish.
10. **Tennis:** Added minor adjustment for settlement clarification on wagers to be settled in accordance with the official website of each tournament's governing body.

**CONCLUDING STATEMENT:**

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and recommends approving these changes.

## Exhibit

### Revisions:

#### 6. Results and Market Settlement

##### 6.1 General

- In the event a player, team or selection are deemed the winner of a specified Outright market with one winner (e.g. NCAA Men's Basketball Championship) but were not offered for betting due to state regulations forbidding betting on that player, team or selection (either because a player was under 18 and/or player/team from a state that prohibits in-state collegiate wagering) then all bets placed on that market will be void, subject to regulatory approval, unless the market explicitly states that the market is without teams from X State, in which case the winner would be the runner up. In this scenario, if a market named College Football Conference Winner (Without NY Schools) market contains a NY team who wins the conference, the winning selection would be the losing finalist for the conference and all bets will be action. If both finalists are from NY in this scenario, the winning selection would be the next highest finishing seed not from NY, utilizing Dead Heat rules if necessary. ~~then all bets placed on that market will be void.~~ This does not include cashed out bets, which will be settled at the specified cash out offer received by the customer. For markets with multiple winners (e.g. To Make Final Four), if a non-listed player, team or selection wins, then all bets are action. If a team/player wins who was initially unlisted due to reasons other than state regulations preventing FanDuel from offering the selection, then all bets will be action, and FanDuel customers can request these selections be added.

##### 15. Event Listing Error

- In the event that a match is displayed in error on the FanDuel site that cannot occur as it is listed because:
  - One or more participants listed is incorrect therefore invalidating the matchup. OR:
  - A match between two participants is listed under the incorrect competition
  - FanDuel, with MGC approval, reserves the right to cancel any wagers placed on these events on the grounds that the basis for the wager is not possible and no official source for settlement is available.

#### 1. American Football

##### 1.1 General Rules

- ~~First offensive play yard line:~~
  - ~~In the event of the kick off being returned for a touchdown, bets stand for the first offensive play following the subsequent kick off.~~
  - ~~In the event of a turnover, the result is determined on where the first offensive play takes place with respect to the receiving team's yard line.~~

#### 4. Baseball

##### 4.3 Player Props

- For bets to have action on any markets relating to Plate Appearances (First Pitch Result, Plate Appearance Result, Pitch by Pitch, Pitches per PA, 3-Way Plate Appearance), the plate appearance must occur to completion. If a player begins a plate appearance but the

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inning ends before the plate appearance is completed (e.g. via caught stealing or other base-running out), the appearance shall not count for settlement purposes. Any statistics from a plate appearance that did not complete in the previous half inning do not have action, until the plate appearance is completed in the following half inning. If the player does not have another plate appearance in the game, the associated markets will be voided.

- Immaculate Inning: an Immaculate Inning occurs when there are 3 strikeouts on no more than 9 total pitches. Automatic strikes do count as strikes for an Immaculate Inning. For a market that offers "any team to pitch an Immaculate Inning", a combined Immaculate Inning between two pitchers would be deemed a winning selection. For a market that offers a specific pitcher to pitch an Immaculate Inning, the listed pitcher must complete the inning alone.
- For a player prop that specifies an inning range within the game, players must record a plate appearance in that listed range for action. For example, a player must record a plate appearance in the first 5 innings for action on a "Player to Hit a Home Run in the First 5 Innings" market.
- For any Two-Way Players, strikeouts refer to those recorded while pitching unless otherwise specified.

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#### 4.4 Future Markets + Other Specials

- All Star Game:
  - Reserve Pitcher Strikeouts may be offered for the All-Star game. Bets will stand if the listed pitcher throws a pitch at any point during the game.

#### 4.7 Overview of Specific World Baseball Classic Markets

- Should a mercy rule be applied, for settlement purposes, markets (for both pre-match and live betting) will be settled according to the result as determined by the application of the mercy rule.
- Batter Markets: Listed players must record at least 1 plate appearance for bets to stand. If listed players do not record a plate appearance, bets on that player will be void.
- Pitcher Markets: Strikeouts may be offered for starting or relief pitchers throughout the tournament. The listed pitcher must throw at least one pitch within the game for bets to stand.
- Pool Winner: The Pool Winner will be settled upon the nation determined to finish on top after Pool Play. If any two teams are tied for winning percentage, ranking will be determined by WBC tiebreaker rules.
- To Qualify for Quarterfinals: To qualify markets will be settled upon the two nations from each Pool determined to reach the Quarterfinals. If any two teams are tied for winning percentage, rankings will be determined by WBC tiebreaker rules.
- MVP/MOP: If an award is shared by two players dead-heat rules will apply. For bets to have action players must record at least one plate appearance and pitchers must face at least one hitter, in any listed World Baseball Classic game.

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## 5. Basketball

### 5.3.1. Player Props – NBA, NCAA and WNBA Basketball

- [Player 1<sup>st</sup> Quarter Points: Player must take the court in the first quarter for bets to stand.](#)

## 6. Boxing

### 6.1 Boxing

- Round Betting/Group Round Betting/Alternative Group Round Betting:
  - For "Total Rounds" settlement purposes, 1 minute and 30 seconds will represent half a round [for a fight with 3 minute rounds \(1 minute is considered half a round for 2 minute rounds\)](#). For example, for a bet on "Over 10.5 rounds" to be a winner, the fight must last beyond 1 minute and 30 seconds in round 11. If the number of rounds for a fight is changed after this market has been set then all bets on this market will be void.

## 7. Boxing and Mixed Martial Arts

### 7.3.1. Boxing

- 7.3.1.1. Round Betting/Group Round Betting/Alternative Group Round Betting:
  - 7.3.1.1.1. For "Total Rounds" settlement purposes, 1 minute and 30 seconds will represent half a round [for a fight with 3 minute rounds \(1 minute is considered half a round for 2 minute rounds\)](#). For example, for a bet on "Over 10.5 rounds" to be a winner, the fight must last beyond 1 minute and 30 seconds in round 11. If the number of rounds for a fight is changed after this market has been set then all bets on this market will be void.

## 10. Golf

### 10.3 2/3 Balls

- ~~Odds-Where odds~~ for a tie are offered in 2 ball betting, ~~therefore~~ in the event of a tie bets on both players are losers and bets on the tie are winners. [Where no tie selection is offered in 2 ball betting, in the event of a tie, bets on both players will be void.](#) ~~Dead heat rules apply in the event of a tie in 3 ball betting. See Section 10.1 for dead heat example.~~
- Mythical 2-balls:
  - ~~If-Where~~ odds for a tie are offered in mythical 2 ball betting and in the event of a subsequent tie, then bets on both players/groups are losers and bets on the tie are winners. [Where no tie selection is offered, in the event of a tie, bets on both players will be void.](#)
  - Any tournament that applies the stableford scoring system, the highest point scorer during the round will be deemed the winner.
- [In the event of a 2/3 ball being rearranged all bets in that 2/3 ball will stand as per original pairings/groups.](#)

## 13. Ice Hockey

### 13.1. US Ice Hockey (General)

- Games must go 55 minutes for bets to stand. In the event a game is suspended prior to the 55th minute of play and will not resume within 24 hours, bets will be void unless the result of a market has been unequivocally determined during the normal course of play.

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- [For Example: If the score is 3–3 at the end of the second period, a bet on Over 6.5 Total Goals will still be settled as a winner — even if the game is later suspended. This is because with the game tied, it would normally require a winning goal \(in overtime or shootout\) to determine the result. Since that seventh goal would be inevitable under standard game completion, the outcome of the Over 6.5 market is considered decided.](#)
- Daily Specials – Markets including but not limited to: daily goals scored, highest & lowest scoring teams, highest & lowest scoring games, and team and player specials, are quoted with the listed date and number of games scheduled for the respective day. In the event that any of the following takes place then all bets will be voided (unless outcome unequivocally determined):
  - [“Every Period of Every Game” does not include OT or Shoot Out, unless specifically mentioned.](#)

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### 13.5. Overview of Player Prop Markets (US Ice Hockey)

- 1st/2nd/3rd Period Player Related Props: Players must receive any time on ice, in the quoted period market name, as per the governing body box score to be considered as action. If a player does not receive any time on the ice in quoted period, then all bets on the player will be void. Overtime Player Period Markets are, however, subject to all-in betting (see [below 13.5.6](#)).
- [Overtime Specific Player Markets](#) ~~Overtime Specific Player Markets:~~
  - All-In rules apply to these markets. In the event a player does not receive time on ice in Overtime, bets will be settled as per results. Game to Reach Overtime & OT Goal Scorer(s): Market quoted to reflect that game must be tied at end of Regulation and effectively overtime must be played. If game ends in regulation, all subsequent wagers are a loss.

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## 27. Table Tennis

- In the event of a table tennis game not taking place or begins and does not finish ([including as a result of disqualification or retirement](#)), bets on the game which have not already been unconditionally determined are declared void.

## 28. Tennis

- In the event of a retirement or disqualification at any time after the match has started, all bets on the completed service games & points will stand. For moneyline betting purposes, regardless of the point in the match, bets on the retiring player or pair will be void, while bets on the player or pairing progressing to the next round (or winning the tournament in the case of a final) will be deemed the winner, across all grades of tennis. All other selections will be voided unless the selection has already been unequivocally determined, or unless otherwise stated. Any selections that have already been determined will be settled as such. [Set Betting market, including all selections within it, will be void.](#)
- [Unless otherwise stated, all All-tennis bets](#) (including any specials or statistics-based bets) will be settled in accordance with the official website of each tournament's governing body. Please note that some tennis matches will have differing match formats (i.e., 4 Game Sets, Championship Tie Break etc.). It is solely the customer's responsibility to understand the formatting of a match before placing a bet. FanDuel Sportsbook will not be liable for any erroneous bets made under the assumption that a match would use a certain format.

## **MEMORANDUM**

**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Diandra Franks, Enforcement Counsel, IEB

**CC:** Caitlin Monahan, Director, IEB  
Kathleen Kramer, Chief Enforcement Counsel/Asst. Director, IEB  
Justin Stempeck, Interim General Counsel

**DATE:** August 5, 2025

**RE:** Sports Wagering Noncompliance Matters

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At the August 14, 2025, Public Meeting, the IEB will be presenting the following Sports Wagering Noncompliance matters to the Commission:

1. Betfair Interactive LLC, d/b/a FanDuel, Temporary Category 3 Sports Wagering Operator, 2024-SWN-081: This matter relates to FanDuel offering wagering on the Maharlika Pilipinas Basketball League, which is an unapproved event in contravention of 205 CMR 247.01(1), 205 CMR 247.01(2)(i) and the Massachusetts Sports Wagering Catalog. FanDuel accepted wagers on the Maharlika Pilipinas Basketball League from June 4, 2024, through April 2, 2025. During this timeframe, FanDuel accepted 62,851 wagers for total stakes of \$3,250,840.90.
2. Crown MA Gaming, LLC d/b/a DraftKings, Category 3 Sports Wagering Operator, 2024-SWN-080: This matter relates to DraftKings offering wagering on the Maharlika Pilipinas Basketball League, which is an unapproved event in contravention of 205 CMR 247.01(1), 205 CMR 247.01(2)(i) and the Massachusetts Sports Wagering Catalog. DraftKings accepted wagers on the Maharlika Pilipinas Basketball League from March 14, 2023, through April 11, 2025. During this timeframe, DraftKings accepted 151,508 wagers for total stakes of \$7,493,177.91.



Massachusetts Gaming Commission



## **MEMORANDUM**

**TO:** Chair Jordan Maynard  
Commissioner Eileen O'Brien  
Commissioner Bradford Hill  
Commissioner Nakisha Skinner  
Commissioner Paul Brodeur

**FROM:** Nathaniel Kennedy, Enforcement Counsel, IEB

**CC:** Caitlin Monahan, Director, IEB  
Kathleen Kramer, Chief Enforcement Counsel/ Asst. Director, IEB  
Justin Stempeck, Interim General Counsel

**DATE:** August 7, 2025

**RE:** Sports Wagering Noncompliance Matter

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At the August 14, 2025 Public Meeting, the IEB will be presenting the following Sports Wagering Noncompliance matters to the Commission:

1. Bally's Interactive, LLC ("Bally's"), Temporary Category 3 Sports Wagering Operator: This matter relates to Bally's contacting individuals on the Voluntary Self Exclusion list and in "cool off" status, in violation of 205 CMR 256.07 and 205 CMR 256.06. Bally's sent one promotional email to the individual who was active on the voluntary self-exclusion list and five (5) promotional emails to the individual who was in a "cooling off" status.



Massachusetts Gaming Commission