



NOTICE OF MEETING AND AGENDA

Pursuant to the Massachusetts Open Meeting Law (G.L. c. 30A, §§ 18-25), St. 2022, c. 107, and St. 2023, c. 2, notice is hereby given of a public meeting of the **Massachusetts Gaming Commission**. The meeting will take place:

Thursday | August 24, 2023 | 10:00 a.m.
VIA REMOTE ACCESS: 1-646-741-5292
MEETING ID/ PARTICIPANT CODE: 111 978 3706
All meetings are streamed live at 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.

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 - #474

1. Call to Order – Cathy Judd-Stein, Chair

2. Meeting Minutes
 - a. January 27, 2023 **VOTE**
 - b. January 30, 2023 **VOTE**
 - c. February 2, 2023 **VOTE**

3. Administrative Update – Todd Grossman, Interim Executive Director & General Counsel
 - a. Overview of FY23 Financial Gaming Obligations – Burke Cain, Gaming Agents Division Chief

4. Community Affairs Division – Joe Delaney, Chief of Community Affairs
 - a. Encore Boston Harbor Quarterly Report (Q2)
 - b. Plainridge Park Casino Quarterly Report (Q2)



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5. Sports Wagering Division – Bruce Band, Director of Sports Wagering, Crystal Beauchemin, Sports Wagering Business Manager, Andrew Steffen, Interim Sports Wagering Operations Manager
 - a. Penn Sports Interactive Quarterly Report (Q2) – Adam Kates, Sr. Director, Compliance, Greg Cordivari, VP, Finance, Samantha Haggarty, Deputy Chief Compliance Officer – Penn Sports Interactive
 - b. Caesars Sportsbook Quarterly Report (Q2) – Curtis Lane, Digital Compliance Manager – Caesars Sportsbook
 - c. Caesars Sportsbook Request for Temporary Waiver from Reporting Requirement 205 CMR 255.04 (5) **VOTE**
 - d. Sports Wagering Operator Requests for Temporary Waivers from Certain Provisions of 205 CMR 257 and 205 CMR 238 **VOTE**
 - e. Encore Boston Harbor – Update to House Rules **VOTE**
 - f. Plainridge Park Casino – Update to House Rules **VOTE**
 - g. MGM Springfield - Update to House Rules **VOTE**
 - h. BetMGM - Update to House Rules **VOTE**
 - i. Betfair Interactive US, LLC (FanDuel) – Update to House Rules **VOTE**
 - j. Event Catalog Addition Request – Pickleball **VOTE**

6. Community Affairs Division – Joe Delaney, Chief of Community Affairs
 - a. Continued Discussion of Potential Modifications to the Community Mitigation Fund **VOTE**
 - b. North Attleboro Community Mitigation Fund 2021 Reserve Grant Change in Scope **VOTE**

7. Legal – Todd Grossman, Interim Executive Director & General Counsel, Caitlin Monahan, Deputy General Counsel
 - a. 205 CMR 230: Review of a Proposed Agreement with a Category 3 Licensee – Review of Regulation and Amended Small Business Impact Statement for final adoption, and filing **VOTE**
 - b. 205 CMR 256.05: Advertising to Youth – Review of Regulation and Amended Small Business Impact Statement for final adoption, and filing **VOTE**
 - c. 205 CMR 219: Temporary Licensing Procedures – Discussion and Review of Regulation and Small Business Impact Statement for possible emergency adoption, and/or authorization to begin the promulgation process **VOTE**
 - d. 205 CMR 231: Renewal of a Sports Wagering License – Discussion and Review of Regulation and Small Business Impact Statement for possible



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emergency adoption, and/or authorization to begin the promulgation process
VOTE

8. Permanent Executive Director Hiring Process

- a. Continued Discussion of Potential Use of a Search Firm – David Muldrew, Chief Human Resources Officer, Derek Lennon, Chief Financial Officer
VOTE
- b. Continued Selection of Screening Committee for Executive Director – All Commissioners, Mina Makarios, Partner, Anderson & Kreiger LLC **VOTE**

9. Commissioner Updates

- a. Farewell to Loretta Lillios, Director, Investigations & Enforcement Bureau

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

I certify that this Notice was posted as “Massachusetts Gaming Commission Meeting” at www.massgaming.com and emailed to regs@sec.state.ma.us. Posted to Website: August 22, 2023 | 10:00 a.m. EST |

August 22, 2023

Cathy Judd-Stein

Cathy Judd-Stein, Chair

If there are any questions pertaining to accessibility and/or further assistance is needed, please email Grace.Robinson@massgaming.gov.



Massachusetts Gaming Commission



Massachusetts Gaming Commission Meeting Minutes

Date/Time: January 27, 2023, 1:00 p.m.
Place: Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292
PARTICIPANT CODE: 112 163 3597

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 Cathy Judd-Stein
Commissioner Eileen O'Brien
Commissioner Bradford Hill
Commissioner Jordan Maynard

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

Chair Judd-Stein called to order the 430th Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted. Chair Judd-Stein, Commissioner O'Brien, Commissioner Hill, and Commissioner Maynard were present. Commissioner Skinner was not present for this meeting.

2. [Administrative Update](#) (00:42)

Executive Director Karen Wells stated that the vote on the category one sports wagering operators' certificate of operations would occur on January 30th and that Gaming Laboratories International ("GLI") was expecting to be ready to present their findings to the Commissioners by that date.

Executive Director Wells stated that each category one sports wagering operator had submitted a request for variance for their advertisements. She noted that 205 CMR 256, the sports wagering advertising regulation, had been updated in the week prior. The regulation had the unintended consequence of affecting the licensees' current media buys and promotional activities they had

already engaged in. She stated that the Commission staff recommended granting a two-week waiver request so that each licensee's advertisements would not be out of compliance with the new regulation.

Mark Vander Linden, Director of Research and Responsible Gaming stated that the requests were reasonable, as the licensees' efforts were in compliance with the previous version of the regulation. Commissioner O'Brien inquired how different the sizing of the responsible gaming messaging was. Jacqui Krum, Senior Vice President and General Counsel for Encore Boston Harbor ("EBH") stated that the font size being used was typical for their gaming operations advertisements, but smaller than the requirement under the 205 CMR 256.00.

Director Vander Linden inquired if the tagline for the problem gambling helpline could be removed to free up additional space to account for the new font size. Ms. Krum stated that the current suggested language and font size requirement would preclude marketing on billboards. She stated that any way to shorten the length while ensuring that the message remain visible would be helpful. Director Vander Linden stated that the Department of Public Health stated their satisfaction with the language being shorter.

Chair Judd-Stein acknowledged Executive Director Wells and Director Vander Linden recommendations for the adoption of the three requests and added that the Commission had the flexibility to revisit the language regarding the font in the future. Commissioner Maynard expressed an interest in the responsible gaming language being practical. Ms. Krum stated that EBH could configure different marketing materials in accordance with the new regulation and work with Director Vander Linden on those initiatives. Commissioner Hill expressed an interest in having an in-depth discussion with each sports wagering licensee.

Commissioner O'Brien noted that the language in the regulation was similar to Pennsylvania's advertising rules. She noted that licensee Penn Entertainment, who operated Plainridge Park Casino ("PPC"), also operated in that jurisdiction. General Manager of PPC North Grounsell stated that the language was similar, but that Pennsylvania's required disclosure language was shorter. He expressed an interest in working with Director Vander Linden to address the issue in the future. Vice President and Legal Counsel for MGM Springfield ("MGM") Augustine "Gus" Kim stated that MGM would also work to ensure that responsible gaming messaging was on their marketing materials but requested a discussion to change the wording of the language.

General Counsel Grossman stated that the granting of a waiver or variance required the Commission to have four findings pursuant to 205 CMR 102.03(4). He stated that the four findings were that the waiver or variance was consistent with the statute; the waiver or variance would not interfere with ability of the Commission or Investigations and Enforcement Bureau ("IEB") to do its work; that granting the waiver would not adversely affect the public interest; and that not granting the waiver or variance would create a substantial hardship for the requestor. He noted that an amendment to 205 CMR 202 allowing waivers or variances to be requested for sports wagering matters had been approved by emergency in the previous public meeting.

Chair Judd-Stein expressed an interest in looking at the changes to the advertising regulations. Commissioner O'Brien noted that the change was to 205 CMR 256.06(4). Chair Judd-Stein stated that the waiver would be for this round of media buying, but that it would be beneficial for licensees develop a plan prior to the next media buy.

Ms. Krum noted that EBH had already designed marketing for the Superbowl. Chair Judd-Stein asked if that design could be pulled. Ms. Krum stated that EBH would not have time to pull the advertisement, re-design it, and re-submit it prior to the Superbowl. Commissioner O'Brien suggested granting the waiver through February 15, 2023.

Commissioner Maynard moved that the Commission, in accordance with 205 CMR 102.03 in consideration of 205 CMR 256.06(4) as received by a letter by Encore Boston Harbor and expressed here today by MGM and Plainridge Park Casino, that grant a variance in relation to the advertising regulation as the four factors were met. The four factors being that granting the waiver or variance is consistent with the purposes of M.G.L. Chapter 23N; granting the waiver or variance will not interfere with the ability of the Commission or the bureau to fulfill its duties; that granting the waiver or variance would not adversely affect the public interest; and that not granting the waiver or variance would cause a substantial hardship to the persons requesting the waiver or variance.

Commissioner O'Brien offered an amendment to add language that it was consistent with the requirement of 205 CMR 202.03(2). Commissioner Maynard accepted Commissioner O'Brien's amendment and offered an amendment that this variance remains in effect through February 15, 2023. General Counsel Grossman offered clarification that all three category one sports wagering licensees had submitted written comments. Commissioner O'Brien seconded the motion.

Roll call vote:

Commissioner O'Brien: Aye.

Commissioner Hill: Aye.

Commissioner Maynard: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously, 4-0.

3. [Legal](#) (33:15)

- a. Discussion regarding M.G.L. c. 23N, § 24: Determination of Whether Winner of Cash Prize Owes Past-Due Child Support or Tax Liability to The Commonwealth; Duties of Operator.

General Counsel Grossman explained that General Law Chapter 23N, § 24 was added to the sports wagering law after the initial enactment of most of the sections. He stated that the

provision was related to the operator's duty to intercept certain winnings from players relative to possible outstanding child support and tax obligations. He stated that the language was similar to G.L. c. 23K, § 51 for the interception of casino gaming winnings.

Chair Judd-Stein asked if this change had to occurred prior to the January 31, 2023, launch of category one sports wagering. General Counsel Grossman stated that licensees were required to review and sign the amended memorandum of understanding ("MOU") with the Department of Revenue ("DOR"). He stated that all licensees were aware of the requirement.

Chair Judd-Stein asked if DOR was aware that the launch date was January 31, 2023. General Counsel Grossman confirmed that the DOR was aware of the timeline issue and thanked the agency for their quick response. He noted that the agreements would need to be executed and that historically, the Executive Director did the execution.

General Counsel Grossman stated that the second issue was whether sports wagering kiosks could detect when a taxable event threshold was reached, so that the intercept review would be performed prior to payment. Commissioner Maynard asked if the kiosks were configured to perform that check. Director of Sports Wagering Bruce Band explained that he was waiting to hear back from GLI for confirmation on that specific function.

Chair Judd-Stein inquired whether there was a possible retroactive option. General Counsel Grossman stated that there had previously been a technical problem between the communication of PPC and the DOR database, and confirmed it was possible to review which payments had not been previously intercepted.

General Counsel Grossman stated that the arrangement would be similar with category two operators, but he was unsure if it was technologically feasible to integrate this requirement into category three mobile sports wagering platforms. He noted there was a difference between manual payouts at kiosks and mobile applications.

Executive Director Wells stated that the Commission staff would ensure that all licensees comply with state and federal laws, and that she would communicate with DOR, GLI, and the licensees to rectify the situation. Commissioner O'Brien stated that this issue could be addressed further at the meeting on January 30, 2023. Executive Director Wells noted to Commissioners that she had received a communication from PPC; and their kiosks were configured to recognize a taxable event.

Kevin Mulally, Vice President of Government Relations & General Counsel from GLI, stated that kiosks would check for any payouts that would trigger the taxable event reviews. He stated that the review would be a manual search through available information in the account in association with the payout. He stated that the kiosk would then display instructions that would direct the player to proceed to the sports wagering cage.

Director Band noted that over \$3 million dollars had been intercepted each year for the past couple of years through this process. Sports Wagering Operations Manager Sterl Carpenter added that any winning wager with payout odds of 300 to 1 would be directed to the sports wagering cage, and that there would not be a payout at the kiosk.

Chair Judd-Stein stated that there did not seem to be a technical problem for the retail sports wagering operators, and that the MOUs would need to be updated with each facility. She confirmed that Executive Director Wells could execute the updated MOUs on behalf of the Commission. She then inquired how this intercept protocol would function with category three sports wagering operators. Mr. Mulally stated that some mobile operators already had this functionality, as other jurisdictions had similar requirements. He stated that GLI would ask the prospective licensees if they had the feature available.

Joe Bunevith, Director of Client Solutions, from GLI stated that Louisiana had similar language for both retail and mobile operators. Indiana required this provision only for retail operators, and that he would need to check the other jurisdictions where sports wagering was in effect. Chair Judd-Stein stated that some of the provisional licensees operated in those jurisdictions and could have the feature available in the Commonwealth.

Commissioners thanked Commission staff and members of GLI for their comments and discussion.

5. [Other Business](#) (1:09:12)

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

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

Roll call vote:

Commissioner O'Brien: Aye.

Commissioner Hill: Aye.

Commissioner Maynard: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously, 5-0.

List of Documents and Other Items Used

1. [Revised Notice of Meeting and Agenda](#) dated January 25, 2023



Massachusetts Gaming Commission Meeting Minutes

Date/Time: January 30, 2023, 12:00 p.m.
Place: Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292
PARTICIPANT CODE: 111 584 2061

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:

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

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

Chair Judd-Stein called to order the 431st Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted. Chair Judd-Stein, Commissioner O'Brien, Commissioner Hill, and Commissioner Maynard were present. Commissioner Skinner was not present for this meeting.

2. [Administrative Update](#) (01:19)

Executive Director Karen Wells stated that the category one licensees were working towards the operations certificate for the launch of sports wagering the following day. Director of Research and Responsible Gaming Mark Vander Linden stated that the sports wagering specific voluntary self-exclusion list was live and had begun accepting enrollments. He noted that the GameSense team had received trainings specific to sports wagering. He stated that each licensee had submitted a problem gambling plan which was shared with the Department of Public Health. He stated that Division had found that each licensees' plan was sufficient for launch.

Commissioner Hill inquired about the significance of the 421 numbering on the GameSense jerseys. Director Vander Linden explained that it was associated with the numbers for lower risk

in the gambling guidelines. He stated that the '1' referred to the percent of gross annual income that should be considered as a form of entertainment for patrons who gamble; the '2' represented the types of gambling patrons should consider their maximum; and the '4' represented the number of days in a month patrons should consider gambling as entertainment.

3. [Sports Wagering Implementation](#) (07:57)

a. Certificate of Operations Approval

Bruce Band, Chief of the Sports Wagering Division presented the category one licensees' certificate of operations approval requests, pursuant to the requirements in 205 CMR 251. The *Sports Wagering Operations Certificate Checklists* were included in the Commissioner's Packet on pages 13 through 19.

Commissioner Maynard stated that he had inspected the sportsbook cage, the software, and the kiosks at Plainridge Park Casino ("PPC"). He expressed that he had no concerns with PPC commencing sports wagering. Director Band stated that PPC had complied with each of the required items on the checklist. He noted that the operations certificate was required to be posted in the sportsbook cage pending its issuance by the Commission. He added that each category one licensee's license would contain the condition that they must complete operational audits of wagering procedures and practices and technical security controls within 90 days of the commencement of sports wagering operations.

Executive Director Wells explained that Gaming Laboratories International ("GLI") had recommended the operational audits occur after operations commenced. Kevin Mullaly, Vice-President of Government Relations and General Counsel for GLI explained that this process was a standard best practice, and that testing should be in a non-theoretical environment. He noted that this requirement should be a condition on the operations certificate and that it was included in the regulations.

Chief Band reported that MGM Springfield ("MGM") had complied with all the required items on the checklist. He stated that the operations certificate was required to be posted in the sportsbook cage pending its issuance by the Commission. He noted that each category one licensee's license would contain the condition that they complete operational audits of wagering procedures and practices and technical security controls within 90 days of the commencement of sports wagering operations.

Commissioner Hill stated that he toured the area sports wagering would take place at in MGM and that the test of the kiosks went well. He expressed that he was content with the kiosk placement, and the responsible gaming messaging onsite at the property.

Executive Director Wells stated that work was still underway at Encore Boston Harbor ("EBH") and that a vote would not be held on their operation certificate until GLI finished their testing.

Chair Judd-Stein asked if the legal team was prepared to present on the memorandum of understanding (“MOU”) with the Department of Revenue (“DOR”).

General Counsel Todd Grossman stated that the MOU with the DOR had yet to be completed or circulated to the licensees. He stated that the MOU would likely be ready by the end of the day. Chair Judd-Stein stated that GLI had indicated that the kiosks were ready to recognize taxable events on the technical side. Deputy General Counsel Caitlin Monahan stated that the technical component appeared to be in place with all three properties. Chair Judd-Stein stated she wanted to make certain it was functional and in place from the Commission’s staff.

Chair Judd-Stein asked Commissioner O’Brien about the operations onsite at EBH. Commissioner O’Brien stated that she had seen where the kiosks would be placed in the facility, but that she had not placed a mock wager. She noted that EBH did not have issues with its earlier runs of mock wagers. She noted that an ATM in the parking garage may need to move based on the redefined edges of the gaming establishment. She stated that she was waiting for GLI to complete their evaluation.

The Commissioners reached a consensus to take a break until GLI completed work at EBH and the MOU was ready to present.

Transcriber’s note: The meeting was held open, and [reconvened at 5:00 pm.](#)

The public meeting was reconvened, and Chair Judd-Stein took a roll call to ensure all Commissioners were present. Commissioners O’Brien, Hill, and Maynard were present.

Executive Director Wells provided confirmation was received from GLI that EBH’s submissions to GLI had been approved.

With that, Commissioner Hill moved that the Commission find that the requirements outlined in 205 CMR 251 had been satisfied, and that an operational certificates be awarded to Encore Boston Harbor, Plainridge Park Casino, and MGM Springfield for the purposes of operating a category one sports wagering operation commencing January 31, 2023; conditioned upon Encore Boston Harbor, Plainridge Park Casino, and MGM Springfield completing operational audits of wagering procedures and practices and technical security controls as required by the Commission's technical standards governing sports wagering at 205 CMR 243.01(1)(s) and 205 CMR 243.01(1)(x) within 90 days of commencement of sports wagering operations. Commissioner Maynard seconded the motion.

Roll call vote:

Commissioner O’Brien: Aye.

Commissioner Hill: Aye.

Commissioner Maynard: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously, 4-0.

4. [Legal](#) (08:08)

- a. Discussion regarding M.G.L. c. 23N, § 23: Determination of Whether Winner of Cash Prize Owes Past-due Child Support or Tax Liability to the Commonwealth; Duties of Operator.

Executive Director Wells stated that the DOR would submit the MOU to the Commission at some point the following morning. She explained that the category one licensees had a program in place under their existing gaming MOUs that maintained a log of potential payouts if the system went down. She reported that the licensees could follow that protocol until the MOU was received from DOR for the licensees to execute. General Counsel Grossman added that he anticipated this issue would be resolved early tomorrow morning.

Chair Judd-Stein noted that in the past, MOUs were executed by the Executive Director. She confirmed that the Commission did not need to vote to authorize Executive Director Wells to sign the MOUs in this matter.

5. [Other Business](#) (13:52)

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

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

Roll call vote:

Commissioner O'Brien: Aye.

Commissioner Hill: Aye.

Commissioner Maynard: Aye.

Chair Judd-Stein: Aye.

The motion passed unanimously, 4-0.

List of Documents and Other Items Used

1. Notice of Meeting and Agenda dated January 25, 2023
2. [Commissioner's Packet](#) from the January 30, 2023, meeting (posted on massgaming.com)



Massachusetts Gaming Commission Meeting Minutes

Date/Time: February 2, 2023, 10:00 a.m.
Place: Massachusetts Gaming Commission

VIA CONFERENCE CALL NUMBER: 1-646-741-5292
PARTICIPANT CODE: 111 723 8569

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:

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

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

Chair Judd-Stein called to order the 432nd Public Meeting of the Massachusetts Gaming Commission ("Commission"). Roll call attendance was conducted, and all five commissioners were present for the meeting.

2. [Administrative Update](#) (00:55)

Executive Director Karen Wells provided a brief report that the launch of the category one sports wagering in the Commonwealth had been successful. She stated that the Commission staff would continue to monitor for issues and update the Commissioners as necessary.

3. [Legal](#) (2:04)

a. Sports Wagering Regulations:

i. 205 CMR 105: IEB: Regulation and Amended Small Business Impact Statement for final review and possible adoption.

Associate General Counsel Judith Young provided a brief overview that 205 CMR 105 was an existing regulation, and that amendments were brought before the Commission on November 10, 2022, to extend the authority of the Investigations and Enforcement Bureau (“IEB”) to include sports wagering authorized by General Law Chapter 23N. She stated that a public hearing was held on January 31, 2023, presided over by Commissioner O’Brien. She explained that no public comments were received at the hearing, but that written comments were received in advance of the hearing.

Attorney Mina Makarios, outside counsel from the law firm Anderson and Krieger, outlined the changes to 205 CMR 105. He stated that the legal team did not recommend that adoption of any suggestions within the public comments. The *Draft 205 CMR 105, Amended Small Business Impact Statements, and Public Comments* were included in the Commissioner’s Packet on pages 3 through 16.

Mr. Makarios presented a comment from BetMGM, suggesting a change to 205 CMR 105.01(4) that would require notice to operators whose information was shared with third parties including law enforcement. He noted that this could compromise an investigation and recommended against adopting this suggestion.

Mr. Makarios presented a comment from BetMGM, suggesting a change to 205 CMR 105.01(4) that would require any information shared with federal agencies to be done through secure methods. He noted that the IEB and Commission already place a high importance on confidentiality and security and stated that he did not recommend the change.

Mr. Makarios presented an additional comment from BetMGM, suggesting a change to the language in 205 CMR 105.04 to create a reasonableness standard. He stated that the language was misconstrued and that the purpose of the language was to suggest that the Commission may have other sources of authority. He recommended against making this change as well.

Mr. Makarios explained that two comments were received regarding the management of confidential or sensitive information by the IEB’s contract investigators. He stated that the suggested changes could unduly tie the hands of the Commission or investigators regarding the retention of information for the purposes of assisting law enforcement. He recommended against making this change.

With that, Commissioner Hill moved that the Commission approve the Amended Small Business Impact Statement and draft of 205 CMR 105 as included in the Commissioner’s 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. Commissioner Skinner seconded the motion.

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.

ii. [205 CMR 243](#): Sports Wagering Equipment - Regulation and Amended Small Business Impact Statement for final review and possible adoption. (13:27)

Associate General Counsel Ying Wang explained that 205 CMR 243, related to the technical standards for sports wagering equipment, was voted to be promulgated by emergency on November 17, 2022. She stated that a public hearing was held on January 31, 2023, presided over by Commissioner O'Brien. The *Draft 205 CMR 243, The Amended Small Business Impact Statement, and Public Comments* were included in the Commissioner's Packet on pages 21 through 41.

Attorney Paul Kominers from Anderson and Krieger explained that 205 CMR 243 adopts the GLI 33 technical standards modified to conform with Massachusetts' statutes and industry best practices. He explained that the first edit was based on the comment from GeoComply to shorten the time between location checks to 20 minutes.

Mr. Kominers stated that DraftKings had submitted a comment that the provision preventing a sports wagering operator's employees from placing wagers with any sports wagering operator was more restrictive than the requirement within General Law Chapter 23N. He stated that GLI recommended a change so that the sports wagering operator employees would be prevented from placing bets with their employer and any operator tethered to their employer.

Chair Judd-Stein sought clarification regarding the language of the exception of private pools in this provision. Mr. Kominers stated that it corresponded to integrity concerns that an employee may have greater access to private information, but that the same integrity concerns do not occur when the betting was in a private pool.

Mr. Kominers explained that BetMGM suggested language to further clarify the provision requiring operators to forward independent security audits. He recommended the adoption of this comment.

Mr. Kominers presented BetMGM's suggestion that the Commission narrow the obligation to provide a remediation plan. He stated that the language offered would undermine the Commission's authority over security issues and concerns. He recommended that the language be partially adopted; with a new provision that retained the Commission's authority to order

operators to take corrective action with respect to any item identified by the independent technical experts.

Mr. Kominers stated that GLI 33 required operators to obtain prior Commission approval for all wager cancellations, even those made within approved house rules and internal controls. He explained that this requirement was inconsistent with 205 CMR 238.35. He presented edits that would conform to the regulation and streamline appropriate wager cancellations.

Mr. Kominers explained that DraftKings had noted the difference between sports wagering regulations and daily fantasy sports regulations regarding the minimum time period before players who set deposit limits could change or extend them. He noted that the sports wagering regulation had a time period of 24 hours, while daily fantasy sports had a time period of 90 days before the extension could be made. He noted that DraftKings wanted the time periods to be uniform, as they were required to conform with the daily fantasy sports law due to their shared platform for both types of wagering. He recommended this change not be adopted, and suggested DraftKings could request that the Attorney General's Office amend their regulation regarding daily fantasy sports.

Mr. Kominers stated that DraftKings had requested a change to multi-factor authentication requirements. He noted that GLI expressed the multi-factor authentication requirements were industry standard, that DraftKings complied with in other jurisdictions. Chair Judd-Stein asked if this was related to multifactor authentication being required for login purposes. Mr. Kominers clarified that the change was for transactions that required multi-factor authentication.

Commissioner O'Brien sought clarification regarding DraftKings comment regarding the time period for extending deposit limits. Chair Judd-Stein stated that because DraftKings has a shared wallet for daily fantasy sports and sports wagering, the Commission's sports wagering regulation would compete with the Attorney General's regulations on daily fantasy sports. Commissioner O'Brien stated that there was a big difference between the 24 hours for sports wagering and 90 days for daily fantasy sports.

Commissioner O'Brien asked if other jurisdictions had competing regulations where shared wallets were a concern. Mr. Kominers stated that he had yet to research this issue in other jurisdictions. Chair Judd-Stein expressed an interest in researching the other jurisdictions and having a conversation with the Attorney General's Office to learn their perspective on the issue.

Commissioner Maynard expressed that it was rare for an operator to request more restrictive regulations, and he wondered if there could be a technological challenge for companies that present both products.

Commissioner Skinner moved that the Commission approve the Amended Small Business Impact Statement and the draft of 205 CMR 243 as included in the Commissioner's 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. Commissioner Hill seconded the motion.

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.

iii. [205 CMR 244](#): Approval of Sports Wagering Equipment and Testing Laboratories - Regulation and Amended Small Business Impact Statement for final review and possible adoption. (37:18)

Associate General Counsel Wang presented 205 CMR 244 related to the approval of sports wagering equipment and testing laboratories. She explained that the regulation was promulgated by emergency on November 17, 2022, and that a public hearing was held on January 31, 2023, presided over by Commissioner O'Brien. The *Draft 205 CMR 244, The Amended Small Business Impact Statement, and Public Comments* were included in the Commissioner's Packet on pages 42 through 53.

Attorney Annie Lee from Anderson and Krieger stated that she did not recommend adopting changes from any of the public comments that were submitted to the Commission. She noted that Penn Entertainment and Kambi had sought clarification regarding 205 CMR 244.03, and whether vendors could submit information to the Commission. She suggested the language be clarified to clarify that in accordance with GLI's change management program, the operator was responsible for change management even if a vendor was submitting the information to the Commission. Ms. Lee also clarified that with respect to 205 CMR 244.04(6), both laboratories must be certified by the Commission and that one laboratory must accept the others results for the provision to apply.

Ms. Lee presented two suggested changes from BetMGM. She explained that the first suggested change was to 205 CMR 244.026 to replace "promptly" with "within 48 hours". She noted that some serious issues require reporting as soon as the operator is aware and recommended against adopting this suggested amendment.

Ms. Lee stated that the second suggestion was to add a provision to 205 CMR 244.044 that logs communications submitted by the operator to the Commission should be made confidential. She noted that the Commission does not have authority over what is considered a public record, and that logs were not considered from public records withholding exceptions in the sports wagering act. She recommended against adopting this change.

With that, Commissioner Skinner moved that the Commission approve the Amended Small Business Impact Statement and the draft of 205 CMR 244 as included in the Commissioner's

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. Commissioner Hill seconded the motion.

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.

iv. [205 CMR 143](#): Gaming Devices and Electronic Gaming Equipment - Regulation and Amended Small Business Impact Statement for Final Review and Possible Adoption. (48:15)

Deputy General Counsel Caitlin Monahan presented the draft 205 CMR 143, which was amended to require sports wagering operators and vendors to adhere to the technical standards of GLI 20. She stated that the regulation was promulgated by emergency on November 17, 2022, and had a public hearing on January 31, 2023 presided over by Commissioner O'Brien. She noted that there had been no changes or comments since the November 17, 2022, meeting. The *Draft 205 CMR 143 and Amended Small Business Impact Statement* were included in the Commissioner's Packet on pages 17 through 20.

Commissioner Skinner moved that the Commission approve the Amended Small Business Impact Statement and the draft of 205 CMR 143 as included in the Commissioner's 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. Commissioner Skinner seconded the motion

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.

4. [Commissioner Updates](#) (51:07)

The Commissioners had no updates to discuss or address.

5. [Other Business](#) (51:24)

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 January 27, 2023
2. [Commissioner's Packet](#) from the February 2, 2023, meeting (posted on massgaming.com)

Financial Gaming Obligations FY23

Topic	Encore Boston Harbor	MGM Springfield	Plainridge Park Casino	Massachusetts Total for FY23
DOR Intercepts	\$2,190,119.94	\$532,759.99	\$884,523.94	\$3,607,403.87
Expired Vouchers	\$446,407.70	\$232,065.40	\$271,672.03	\$950,145.13
Expired Lost & Found	\$146,941.03	\$15,395.91	\$38,650.84	\$200,987.78
Expired Unclaimed Jackpots	\$185,137.81	\$34,084.24	\$25,212.00	\$244,434.05
VSE Payments	\$146,608.03	\$66,027.13	\$45,285.00	\$257,920.16
State Excluded Payments	\$0.00	\$0.00	\$0.00	\$0.00
Underage Forfeited	\$1,650.45	\$348.06	\$2,557.00	\$4,555.51

Financial Gaming Obligations FY22 & FY23 - Comparison

Topic	FY22	FY23	Difference
DOR Intercepts	\$3,643,467.59	\$3,607,403.87	(\$36,063.72)
Expired Vouchers	\$705,214.75	\$950,145.13	\$244,930.38
Expired Lost & Found	\$205,972.58	\$200,987.78	(\$4,984.80)
Expired Unclaimed Jackpots	\$105,804.81	\$244,434.05	\$138,629.24
VSE Payments	\$219,067.25	\$257,920.16	\$38,852.91
State Excluded Payments	\$1,904.15	\$0.00	(\$1,904.15)
Underage Forfeited	\$6,602.69	\$4,555.51	(\$2,047.18)



Quarterly Report Q2 2023

August 24, 2023

Massachusetts Gaming Commission

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Gaming Revenue, Taxes & Lottery Sales

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Gaming Revenue & Taxes: Q2 2023

Year	Month	Table Games GGR	Slots GGR	Total GGR	State Taxes Collected
2023	April	\$27,831,387.32	\$36,152,795.82	\$63,984,183.14	\$15,996,045.79
	May	\$27,952,315.35	\$34,589,478.32	\$62,541,793.67	\$15,635,448.42
	June	\$30,698,770.38	\$34,797,034.24	\$65,495,804.62	\$16,373,951.16
	Total	\$86,482,473.05	\$105,539,308.38	\$192,021,781.43	\$48,005,445.37

Gaming Revenue & Taxes: Year-Over-Year

Year	Quarter	Table Games GGR	Slots GGR	Total GGR	State Taxes Collected
2022	Q1	\$51,147,252.30	\$72,828,463.99	\$123,975,716.29	\$30,993,929.07
	Q2	\$66,827,652.69	\$88,842,261.01	\$155,669,913.70	\$38,917,478.42
	Q3	\$76,482,024.77	\$97,880,731.41	\$174,362,756.18	\$43,590,689.05
	Q4	\$86,322,321.24	\$94,064,782.51	\$180,387,103.75	\$45,096,775.94
	Total	\$280,779,251.00	\$353,616,238.92	\$634,395,489.92	\$158,598,872.48
2023	Q1	\$87,514,647.65	\$103,225,625.66	\$190,740,273.31	\$47,685,068.33
	Q2	\$86,482,473.05	\$105,539,308.38	\$192,021,781.43	\$48,005,445.37
	Q3				
	Q4				
	Total (to date)	\$173,997,120.70	\$208,764,934.04	\$382,762,054.74	\$95,690,513.70

Sports Wagering Revenue & Taxes: Q2 2023

Year	Month	Monthly Win	State Retail Taxes Collected
2023	April	\$250,766.00	\$34,621.20
	May	\$1,378,902.00	\$204,319.00
	June	\$91,932.00	\$12,089.00
	Total	\$1,721,600.00	\$251,029.20

Lottery Sales: Q2 2023*

Year	Month	Lottery Sales	% Change 2021
2023	April	\$553,626.25	75.6%
	May	\$436,743.25	68.2%
	June	\$477,033.00	87.8%
	Total	\$1,467,402.50	77.0%

*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
2022	Q1	\$818,421.75	33.4%
	Q2	\$828,894.50	14.0%
	Q3	\$879,137.50	13.0%
	Q4	\$1,111,519.50	22.4%
	Total	\$3,637,973.25	20.2%
2023	Q1	\$1,076,576.75	31.5%
	Q2	\$1,467,402.50	77.0%
	Q3		
	Q4		
	Total (to date)	\$2,543,979.25	

Workforce

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Employment: Non-Sports Wagering Related Employees

Sector	Goal	Q1% ¹	Q1 Total # of Employees	Q2%	Q2 Total # of Employees	Q3%	Q3 Total # of Employees	Q4%	Q4 Total # of Employees
Minority	40%	58%	2,061	59%	2,093	-	-	-	-
Veteran	3%	2%	83	2%	77	-	-	-	-
Women	50%	45%	1,587	45%	1,591	-	-	-	-
Local/Host/Surrounding Community Resident ²	75%	88%	3,105	88%	3,097	-	-	-	-
MA Residents	-	91%	3,207	91%	3,226	-	-	-	-
Total Number of Employees³			3,526		3,530				
Full-time			2,452		2,490				
Part-time			1,074		1,040				
On-call			0		0				

1 All Q1 figures are as of March 10, 2023.

2 All Q2 figures are as of July 1, 2023.

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.

Employment: Non-Sports Wagering Related Employees Supervisory and Above

	Minority	Women	Veteran	Total Head Count (including non-minority employees)
ALL EMPLOYEES				
Number of Employees	2,093	1,591	77	3,530
% Actual	59%	45%	2%	-
MANAGER AND ABOVE				
Number of Employees	96	93	11	222
% Actual	43%	42%	5%	-
SUPERVISORS AND ABOVE				
Number of Employees	322	235	22	552
% Actual	58%	43%	4%	-

Employment: Sports Wagering Related Employees

Sector	Goal	Q1% ¹	Q1 Total # of Employees	Q2%	Q2 Total # of Employees	Q3%	Q3 Total # of Employees	Q4%	Q4 Total # of Employees
Minority	40%	52%	34	25%	7				
Veteran	3%	0%	0	0%	0				
Women	50%	52%	34	39%	11				
Local/Host/Surrounding Community Resident ²	75%	88%	57	82%	23				
MA Residents	-	89%	58	89%	25				
Total Number of Employees³			65		28				
Full-time			42		25				
Part-time			23		3				
On-call			0		0				

1 All Q1 figures are as of March 10, 2023.

2 All Q2 figures are as of July 1, 2023.

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.

Employment: Sports Wagering Related Supervisory and Above Employees

	Minority	Women	Veteran	Total Head Count (including non-minority employees)
ALL EMPLOYEES				
Number of Employees	7	11	0	28
% Actual	25%	39%	0%	-
MANAGER AND ABOVE				
Number of Employees	2	1	0	4
% Actual	50%	25%	0%	-
SUPERVISORS AND ABOVE				
Number of Employees	2	3	0	8
% Actual	25%	38%	0%	-

Employment: Recruiting Update

13



- ❖ Greater Boston Chamber of Commerce Women's Network Lunch
- ❖ 15th Annual Women Veteran's Conference with over 1,000 attendees
- ❖ Big Sisters, Rosie's Place, and Latina Center Maria a la Comunidad
- ❖ Attended and/or hosted 38 recruiting events

Operating Spend

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Operating Spend¹: Diversity

Diversity Category	Annual Goal	Q2%	Q2 Spend
MBE Vendor Spend	8%	8%	\$1,736,521.23
VBE Vendor Spend	3%	2%	\$534,013.88
WBE Vendor Spend	14%	11%	\$2,383,620.90
Total Diverse Spend	25%	21%	\$4,654,156.01

1 All spend figures referenced herein are based upon Encore Boston Harbor's Q2 discretionary spend amount of \$22,203,190.91.

Operating Spend: Local

Locality	Annual Goal	Q2%	Q2 Spend
Boston	\$20,000,000.00	11%	\$2,403,203.56
Chelsea	\$2,500,000.00	2%	\$398,913.42
Everett	\$10,000,000.00	7%	\$1,647,453.03
Malden	\$10,000,000.00	1%	\$130,645.94
Medford	\$10,000,000.00	0%	\$71,759.89
Somerville	\$10,000,000.00	6%	\$1,365,776.57
MA (Statewide)	-	50%	\$11,152,075.94

Compliance

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Compliance: Minors¹ Prevented from Gaming²

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	Numbers of Minors on Gaming Floor Under 18 Years of Age
April	4	1	0	1	1	1	4	1
May	3	0	0	0	0	1	0	2
June	3	1	1	0	0	1	3	3
Total	10	2	1	1	2	3	7	6

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 from or engaged in any sports wagering during Q2.

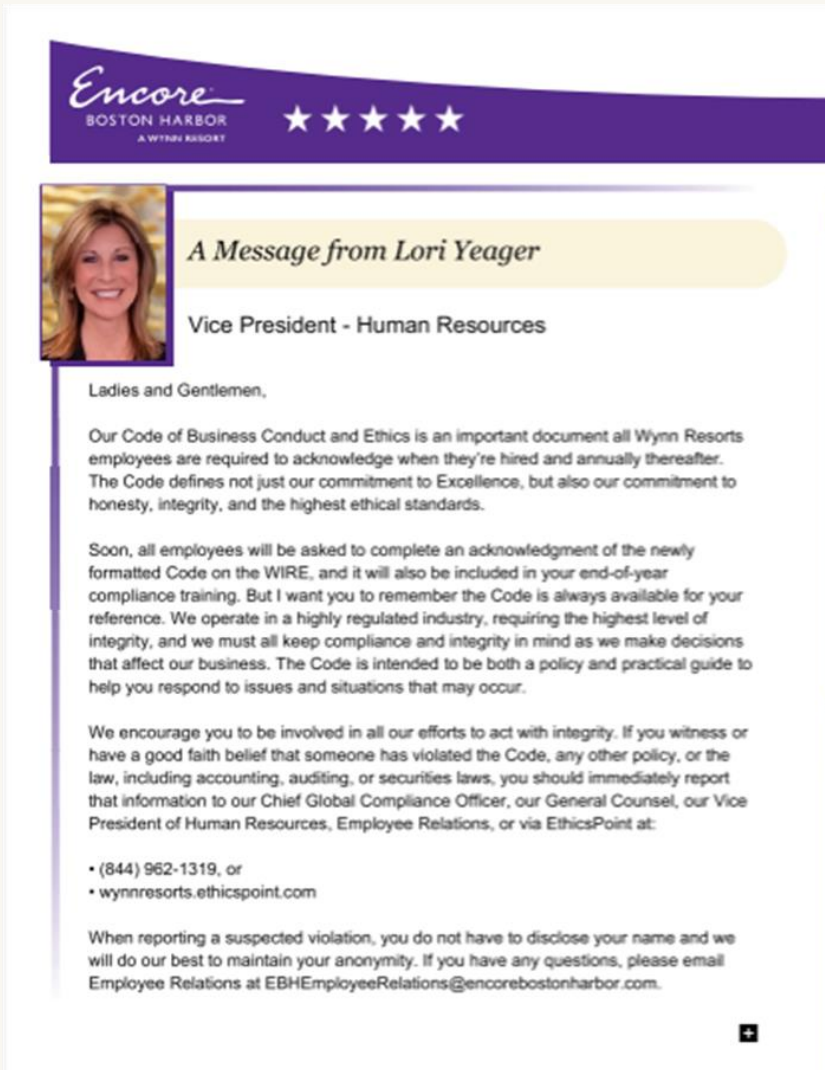
- The average length of time spent by a minor on the casino floor was 48 minutes.
- The longest length of time spent by a minor on the casino floor was 3 hours, 4 minutes.
- The shortest length of time spent by a minor on the casino floor was 1 minute.



Human Resources Initiatives


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Code of Business Conduct



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★★★★★



A Message from Lori Yeager
Vice President - Human Resources

Ladies and Gentlemen,

Our Code of Business Conduct and Ethics is an important document all Wynn Resorts employees are required to acknowledge when they're hired and annually thereafter. The Code defines not just our commitment to Excellence, but also our commitment to honesty, integrity, and the highest ethical standards.

Soon, all employees will be asked to complete an acknowledgment of the newly formatted Code on the WIRE, and it will also be included in your end-of-year compliance training. But I want you to remember the Code is always available for your reference. We operate in a highly regulated industry, requiring the highest level of integrity, and we must all keep compliance and integrity in mind as we make decisions that affect our business. The Code is intended to be both a policy and practical guide to help you respond to issues and situations that may occur.

We encourage you to be involved in all our efforts to act with integrity. If you witness or have a good faith belief that someone has violated the Code, any other policy, or the law, including accounting, auditing, or securities laws, you should immediately report that information to our Chief Global Compliance Officer, our General Counsel, our Vice President of Human Resources, Employee Relations, or via EthicsPoint at:

- (844) 962-1319, or
- wynnresorts.ethicspoint.com

When reporting a suspected violation, you do not have to disclose your name and we will do our best to maintain your anonymity. If you have any questions, please email Employee Relations at EBHEmployeeRelations@encorebostonharbor.com.

+

- ❖ In April, a pre-shift from Lori Yeager was sent to team members to describe the Code of Business Conduct and Ethics, explaining it is a mandatory document for all employees of EBH
- ❖ It emphasizes EBH's dedication to excellence, honesty, integrity, and upholding the highest ethical standards
- ❖ Team members acknowledge the Code when hired and on an annual basis thereafter

Personal Relationships

The poster features a tree with various branches labeled with family relationships: STEP-SIBLINGS, GRANDCHILD, SPOUSE, CHILDREN, SON-IN-LAW, COUSIN, SISTER, and SIBLING. A banner at the bottom of the tree reads "YOUR FAMILY TREE". To the right of the tree, there is a graphic of a document and the text: "IF YOU HAVE RELATIVES AT WORK, YOU ARE REQUIRED TO FILL OUT AND SUBMIT A PERSONAL RELATIONSHIP AFFIRMATION FORM". Below this, it states: "All employees who have any relatives or roommates at work are required to submit a Personal Relationship Affirmation Form." It then lists examples: "Examples of personal relationships include an employee's spouse, mother, father, stepparent, sister, brother, step-siblings, son, daughter, children, stepchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunts, uncles, cousins, grandchildren, grandparent, step-grandparent, the grandparents of a spouse, and roommates." Finally, it says: "For more information, and to find the Personal Relationship Affirmation Form, visit the Policies section of The WRE."



ESOL Graduation



STAR of the Year Award



Leadership Training – Effective Leadership Communication



- ❖ Beginning on April 27th, this class is the 5th module in the leadership development training program, which provides leaders with the ability to identify what makes communication effective and understand how word choice, tone and body language can impact understanding and help foster positive relationships with staff

EQ Certification Training



- ❖ EQ (Emotional Intelligence) Certification training was taken by the Learning and Development team over a period of two days
- ❖ This course will be offered to EBH leaders to understand and develop their EQ, which is the ability to identify and regulate one's emotions and understand the emotions the others

HRCP Focus Groups

- ❖ EBH is committed to creating and maintaining a culture where employees feel safe, heard, valued and engaged
- ❖ As part of our ongoing compliance efforts, we conducted 17 focus groups from May 8th – May 18th to better understand how we are doing in these areas and gather information related to our Culture of Compliance and HRCP
- ❖ 137 team members participated
- ❖ Responses from the focus groups will be used to inform and make continuous improvements to EBH's procedures and culture

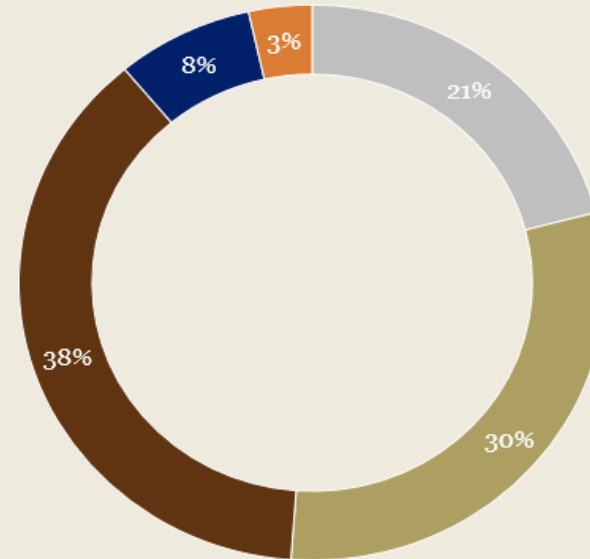
HRCP Focus Groups

Has the company made you aware of these policies?
If so, how?

“Yes. Speak Up – I see it all over the place in the Heart of House.”



Of the 137 participants – 100% responded “Yes” ⁶



■ Wire ■ HOH Bulletin Boards ■ Trainings/WELearn ■ Preshifts ■ NHO



38%, or 65 participants, stated they were aware of these policies due to trainings and/or WELearn.



30%, or 52 participants, stated HOH posters, signs and bulletins were the primary way they were made aware of these policies.

EBH's Gamesense Champion Awards



Lower Mystic TMA – Bike Tune-up



Asian American & Pacific Islander Heritage Month Video Panel



Preventing Harassment & Discrimination

WE
SHEET

WEDNESDAY | MAY 17, 2023

★★★★★ *Encore*
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A Message From Brian Gullbrants, COO - Wynn North America

Ladies and Gentlemen -

Today, I want to address an important issue: Speaking up.

Our company's Core Behaviors include caring about everyone and everything and treating everyone with dignity and respect. These are behaviors we expect from everyone: employees, vendors, and guests.

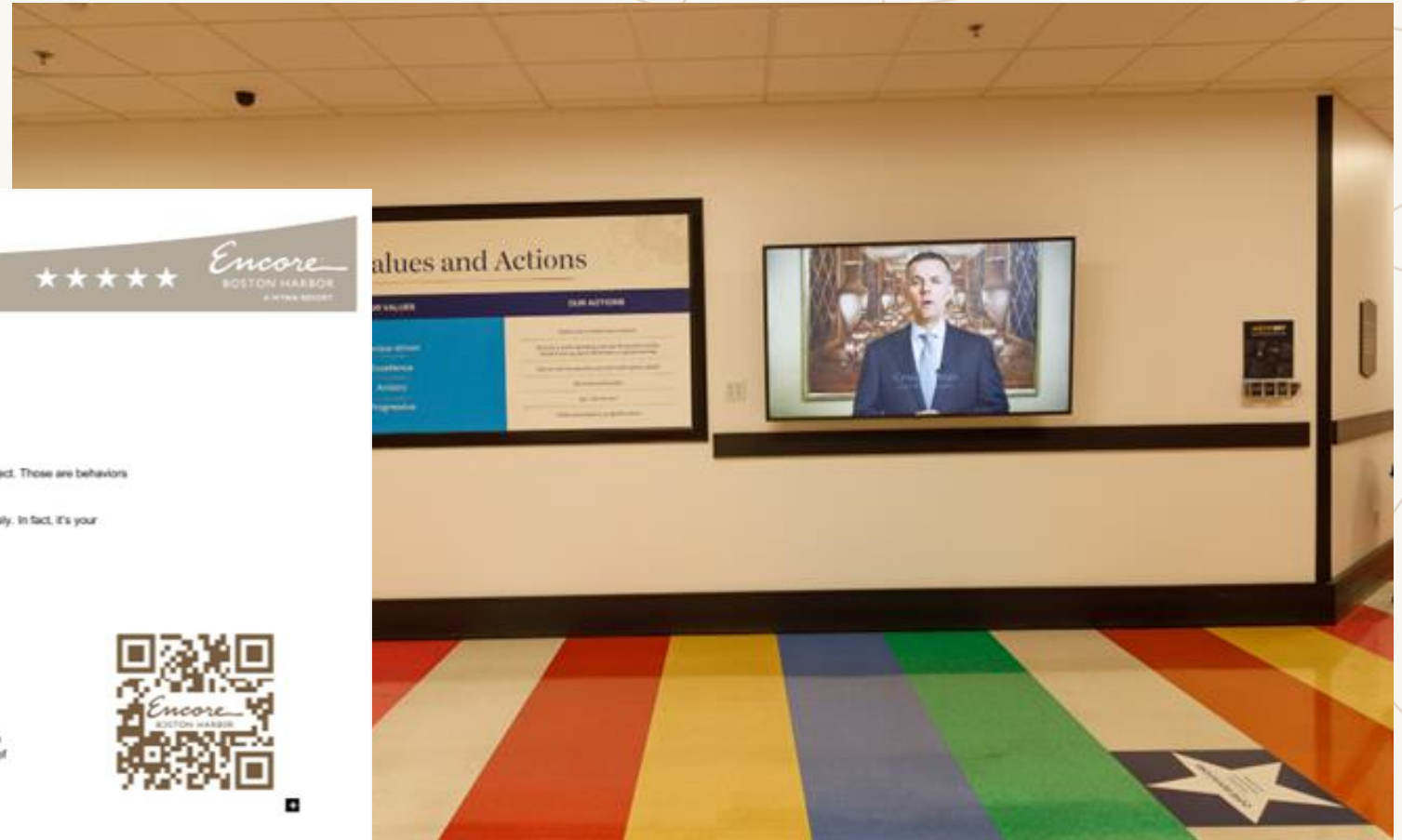

When anyone crosses the line into disrespectful or offensive behavior, our company encourages you to report it immediately. In fact, it's your responsibility to report it!

So, if you see or experience harassment, please immediately report the incident to any of the following sources:

- Your supervisor
- The Employee Relations department
- The Vice President of Human Resources
- The Chief Global Compliance Officer
- The property's General Counsel or Wynn Resorts General Counsel
- Your divisional vice president
- The Company's hotline, EthicsPoint (wynnresorts.ethicspoint.com or 844-962-1319)

All reports remain confidential. And if you're worried about "getting in trouble" for reporting anything, we promise retaliation will never be tolerated when it's reported in good faith. It is unlawful to retaliate against an employee for filing a complaint of harassment or discrimination or for cooperating in an investigation into complaints of discrimination or harassment.

For more on this important subject, please scan the QR code for a video message from our CEO, Craig Billings.



Speak up Campaign



See Something Say Something



Compliance Pop Up Event - May 19, 2023



- ❖ Jenny Holaday, President of EBH, along with other Executives, visited the HoH to conduct a pop-up event on important compliance policies for team members

Leading at Wynn

35



- ❖ Brian Gullbrants, Chief Operating Officer for Wynn North America, facilitated his course “Leading at Wynn” at EBH for supervisors and above on June 8th and June 9th. This session discussed our culture, the passion pyramid to address employee needs, building trust with team members and goal setting to improve leadership skills.

MBTI Training



- ❖ MBTI stands for Myers-Briggs Type Indicator. It's the most widely used personality test in the world. Information from MBTI assessments helps leaders better understand their own and their employees' strengths, weaknesses, and the way they perceive and process information.
- ❖ MBTI provides a framework for understanding individual differences and a dynamic model of individual development.
- ❖ When you understand type preferences, you can approach your work in a way that best fits your style and better understand how to communicate with team members, how your team likes to learn and receive information, and how to improve employee engagement and develop new skills.

Casino Service and Sales Training Sessions

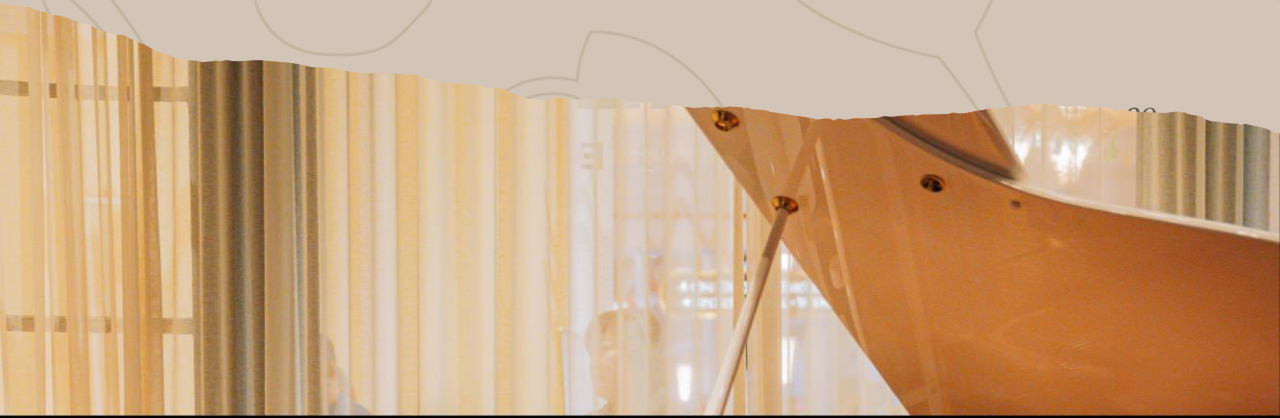


- ❖ Kate Buhler owner of ProfitabletoTrain, came to facilitate sessions with our Table Games Dealer, Slot Technicians, Cage, Call Center, Wynn Rewards Representatives, Executive Casino Hosts, and Sportsbook
- ❖ She facilitated discussions of customer service expectations and strategies. We will role play typical scenarios to find the best responses to common challenges and looked at sales techniques to determine the most effective way to approach making an offer

The background features a repeating pattern of stylized floral and leaf motifs in a light beige color. The motifs include various flower shapes with five petals and leaves with circular centers, all rendered in a simple line-art style. The overall aesthetic is clean and elegant.

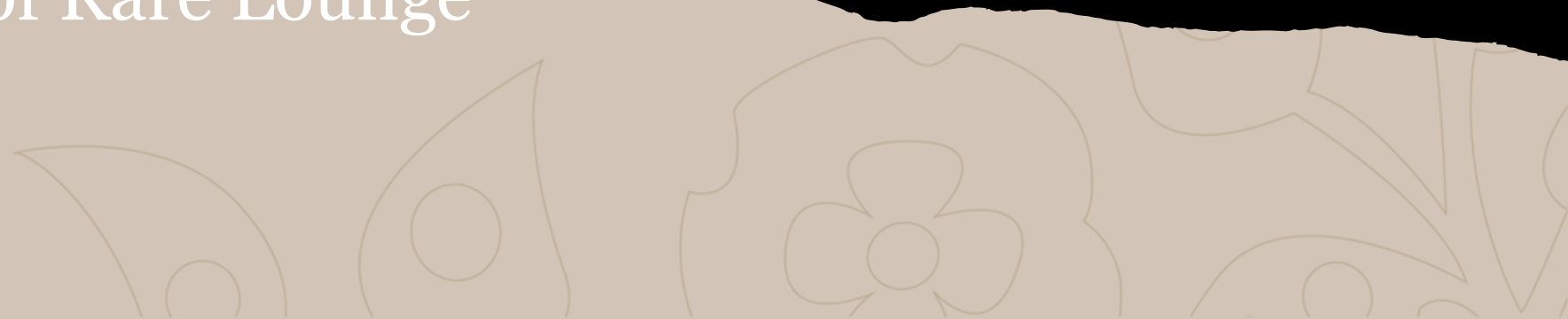
Promotions, Marketing, Special Events and Volunteerism

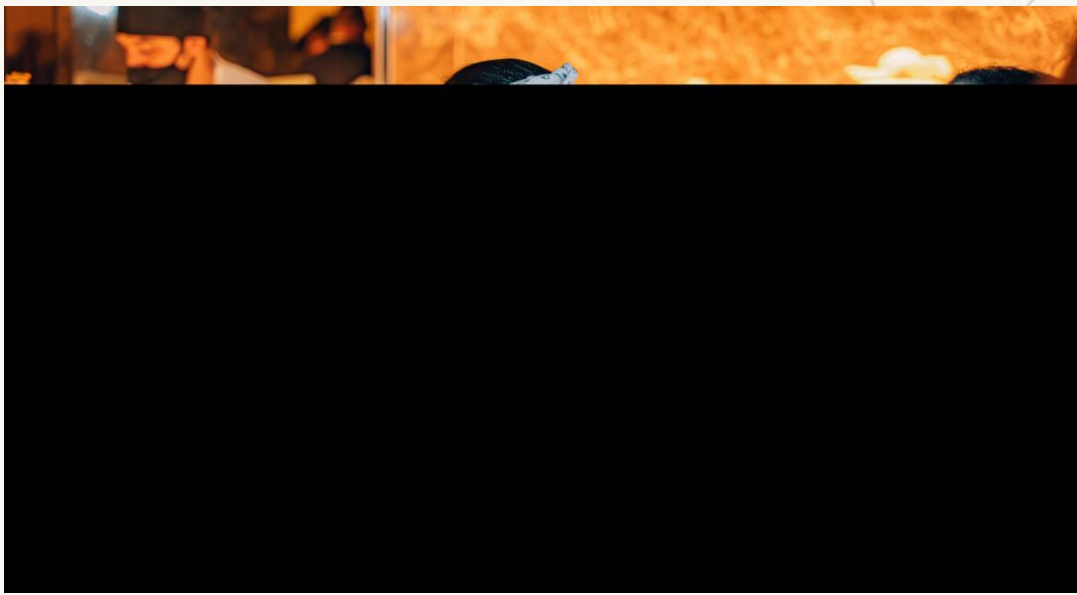
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Grand Opening of Rare Lounge May 16, 2023

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Q2* TRU Patron Charitable Contributions

Charitable Organization	Dollar Amount	Number of Tickets
Casa Myrna	\$5,276.24	39,921
Last Hope K9 Rescue	\$18,455.60	72,218
Pan-Mass Challenge	\$7,244.01	44,494
Urban League of Eastern MA	\$5,441.12	39,400
Total	\$36,416.97	196,033

*Contributions are from April 1, 2023 through June 30, 2023. From the inception of the program to date, the change balances of more than 1.6 million tickets have been donated.

Q2 Community Relations Highlights

42



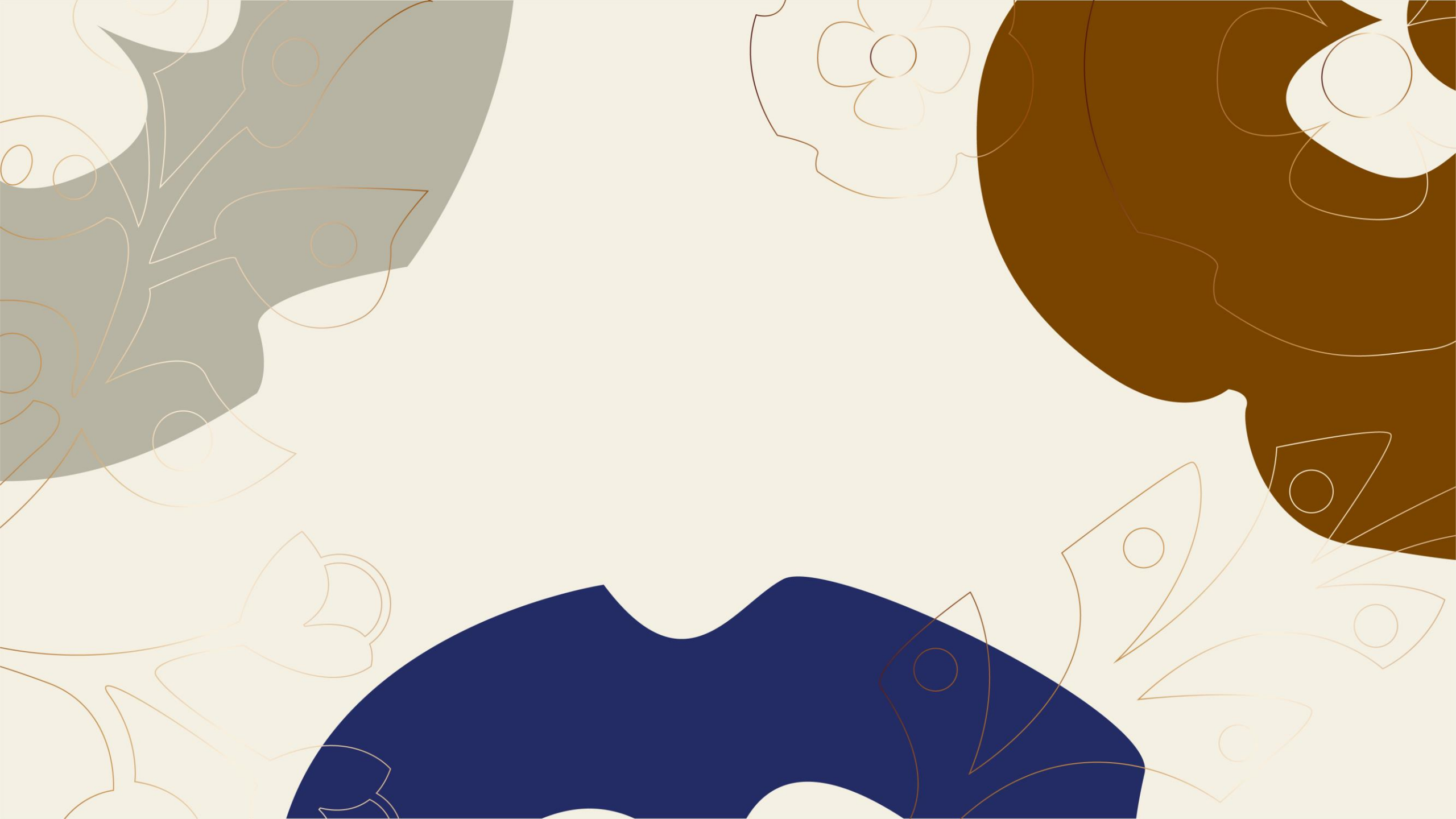
❖ Employees volunteered 2,725.6 hours of their time (2x last quarter!) serving organizations such as BARCC, Mystic River Watershed Association, Camp Harborview, and Cradles to Crayon.

❖ Collected over 980 hygiene items for domestic violence survivors at Casa Myrna.



❖ Employees raised \$2,320 during the Mother's Day Floral Sale which was matched by the company. \$4,640 was donated to the Community Grant Fund.

❖ Employees raised \$1,725 during the Pride Day Bake Sale which was matched by the company. \$3,450 was donated to Fenway Health.





PLAINRIDGE PARK

Q2 2023 REPORT



RETAIL SPORTS WAGERING REVENUE AND TAXES

Year	Quarter	Taxable Sports Wagering Revenue	Sports Wagering Taxes
2023	Q1	\$972,663	\$145,899
	Q2	\$630,385	\$94,558
	Q3		
	Q4		
	Total		\$1,603,048

In addition to the Retail Sportsbook, Plainridge Park has 20 sports wagering kiosks.

GAMING REVENUE AND TAXES

Year	Quarter	Net Slot Revenue	State Taxes	Race Horse Taxes	Total Taxes
2022	Q1	\$33,730,006	\$13,492,002	\$3,035,701	\$16,527,703
	Q2	\$36,607,522	\$14,643,009	\$3,294,677	\$17,937,686
	Q3	\$36,659,335	\$14,663,734	\$3,299,340	\$17,963,074
	Q4	\$36,066,338	\$14,426,558	\$3,245,970	\$17,672,528
	Total	\$143,063,201	\$57,225,303	\$12,875,688	\$70,100,991
2023	Q1	\$38,463,638	\$15,385,455	\$3,461,727	\$18,847,182
	Q2	\$39,147,502	\$15,659,001	\$3,523,275	\$19,182,276
	Q3				
	Q4				
	Total	\$77,611,140	\$31,044,456	\$6,985,002	\$38,029,458

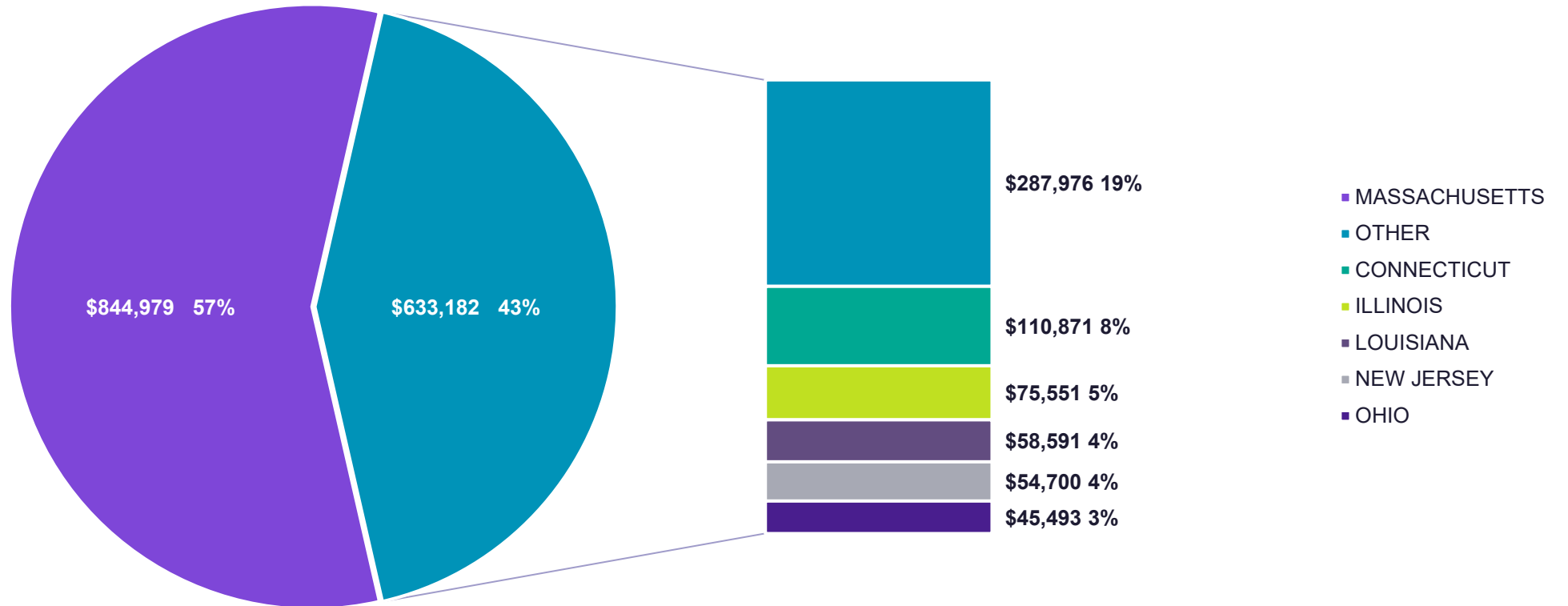
LOTTERY SALES

Quarter	2023	2022	\$ Difference	% Difference
Q1	\$588,793	\$507,710	\$81,083	16.0%
Q2	\$645,963	\$485,744	\$160,219	33.0%
Q3		\$529,297		
Q4		\$532,016		
Total		\$2,054,767		

- PPC currently has five instant ticket machines and four online terminals
- Prior to the casino opening the property had one instant ticket machine and two online machines

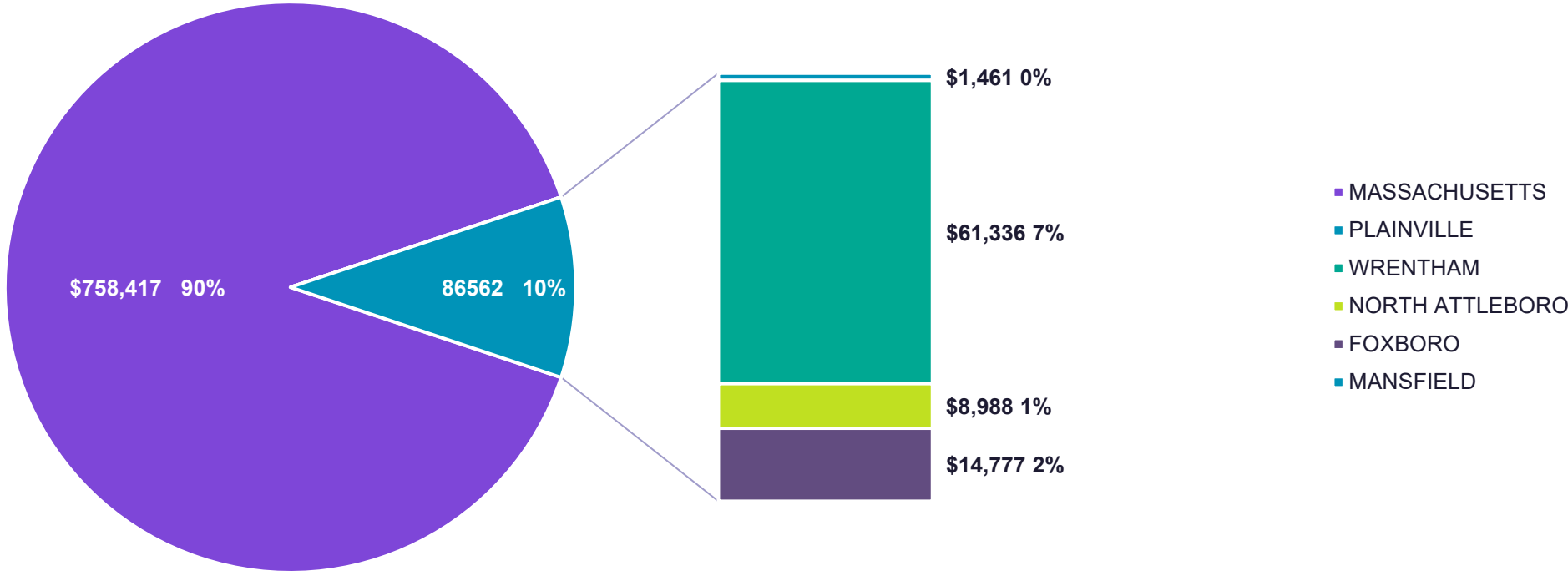
SPEND BY STATE

Q2 2023 Total Qualified Spend By State



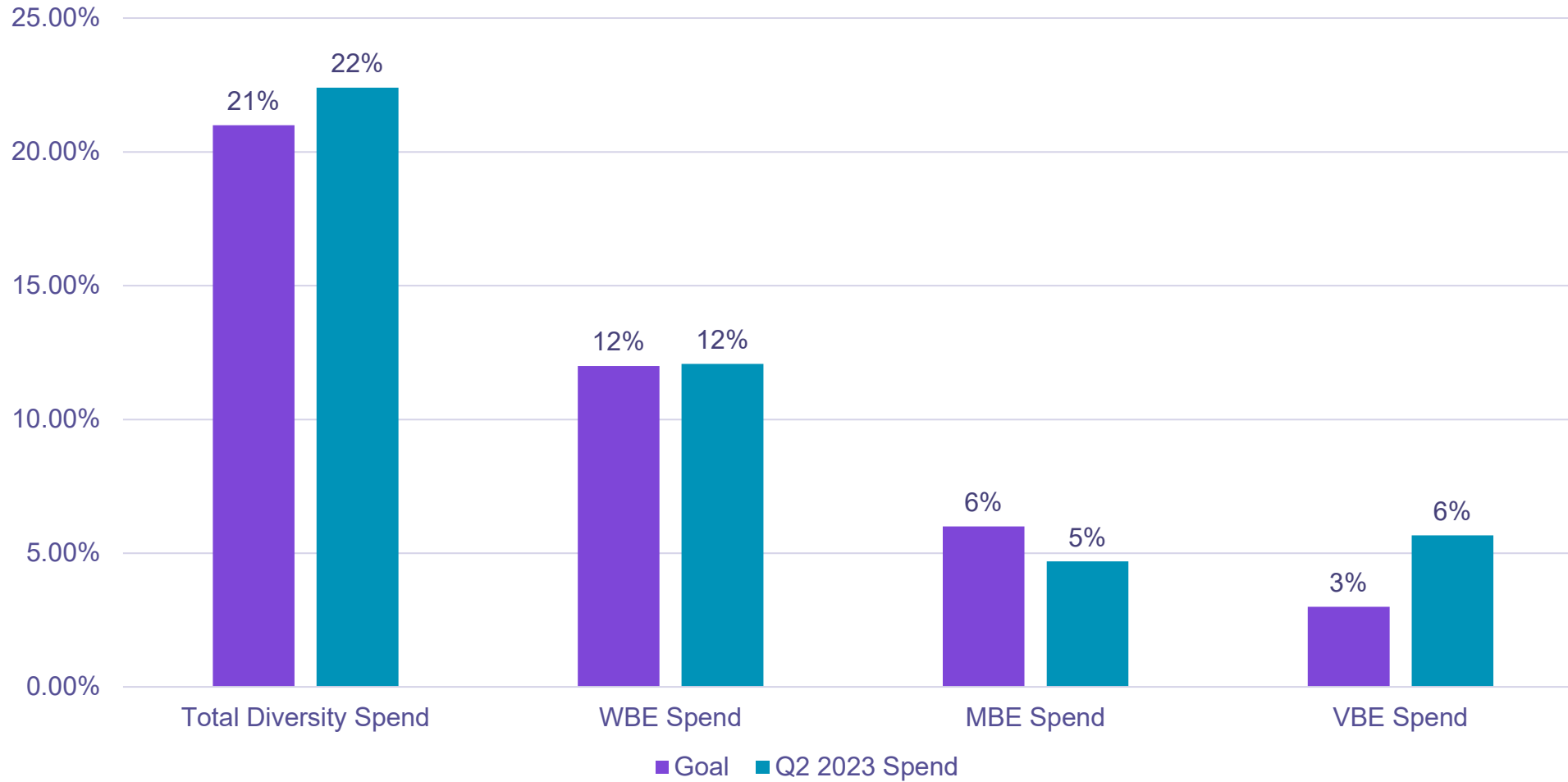
LOCAL SPEND

Q2 2023 Massachusetts vs Host & Surrounding Community Qualified Spend



VENDOR DIVERSITY

Q2 2023 vs Goal



DIVERSE SPEND

Category ¹	Q2 2023	Q1 2023	\$ Difference	% Difference
WBE	\$178,602	\$166,014	\$12,588	7.58%
MBE	\$69,311	\$104,937	-\$35,626	-33.95%
VBE	\$83,833	\$65,802	\$18,031	27.40%
Total Diverse Spend	\$331,746	\$336,753	-\$5,007	-1.49%
Qualified Spend	\$1,478,161	\$1,501,408	-\$23,247	-1.55%

¹ Includes vendors that are certified in multiple diversity categories. Spend is reported in all qualified categories.

COMPLIANCE

Month	Prevented from Entering Gaming Establishment			Expired, Invalid, No ID	Fake ID	Minors and Underage Escorted from the Gaming Area	Minors and Underage found Gaming at Slot Machines	Minors and Underage Escorted from the Sports Wagering	Minors and Underage found Sports Wagering	Minors and Underage Consuming Alcoholic Beverages
	Total	Minors ¹	Underage ²							
April	73	7	9	57	0	2	0	0	0	0
May	80	8	16	56	0	0	0	0	0	0
June	82	10	22	50	0	0	0	0	0	0
Total	235	25	47	163	0	2	0	0	0	0

¹ Person under 18 years of age

² Person 18-21 years of age



EMPLOYMENT¹: ALL EMPLOYEES²

Employee Category	Percentage Goal	Total # of Employees in Category	Q2-23 Actual Percentage of Total Employees	Q1-23 Actual Percentage of Total Employees
Diversity	15%	91	21%	20%
Veterans	2%	17	4%	5%
Women	50%	176	43%	43%
Local ³	35%	129	32%	33%
MA Employees		239	65%	63%

¹ All employees referenced in this slide were current as of Q2 2023

² Total number of employees Q2 2023:

³ Local includes Attleboro, Foxboro, Mansfield, North Attleboro, Plainville & Wrentham

	Employees	Full-Time	Part-Time	Seasonal
Total	385	238	147	0
% of Total	100%	62%	38%	0%

EMPLOYMENT¹: SPORTSBOOK

Employee Category	Total # of Employees in Category	Actual Percentage of Total Employees
Diversity	3	17%
Veterans	0	0 %
Women	4	22 %
Local ³	3	17%
Full-Time	10	56%

¹ All employees referenced in this slide were current as of Q2 2023

² Total number of Sportsbook employees Q2 2023

³ Local includes Attleboro, Foxboro, Mansfield, North Attleboro, Plainville & Wrentham

EMPLOYMENT¹: SUPERVISOR AND ABOVE²

Employee Category	Total # of Employees in Category	Actual Percentage of Total Employees
Diversity	13	17 %
Veterans	4	5 %
Women	24	32 %

¹ All employees referenced in this slide were current as of Q2 2023

² Total number of Supervisor and Above Q2 2023:

PPC CARES: OUR COMMUNITY



Q2 Memorial Day – American Legion



Q2 Rolling Thunder – Ride for Freedom



Q2 Derby Day Fundraiser

DERBY DAY Watch Party FUNDRAISER

May 6, 2023

4pm - 8pm
Scan QR Code for Tickets
\$50.00|\$75.00 per person
Comes with a glass of bubbly beverage & charcuterie board

Tickets

Donations

A portion of the proceeds from this event will be donated to Making Strides Against Breast Cancer Boston or donate at www.makingstrideswalk.org/bostonna
Wear Pink!

Racing + Making Strides Against Breast Cancer

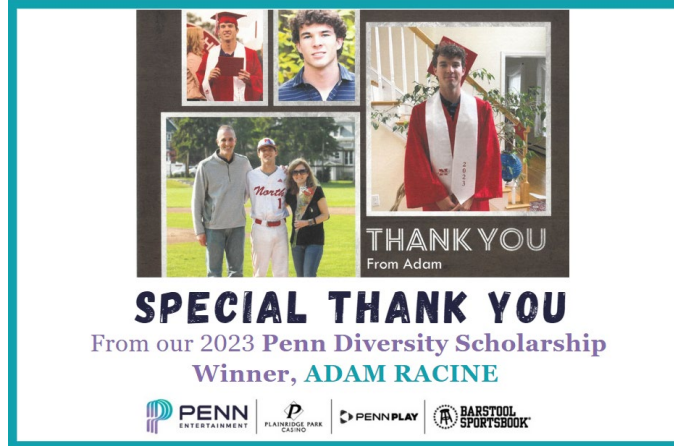


Q2 Derby Day – American Cancer Society

PPC CARES: OUR TEAM



Q2 – PPC's 8 Year Anniversary!



Q2 – PENN Diversity Scholarship Winner



Q2 – Team Member Recognition



Q2 – Pride Month



Q2 – Team Member Celebrations



Q2 – Juneteenth Freedom Day



PENN SPORTS INTERACTIVE

Q2 2023 Report

1

REVENUE

REVENUE

Month	Total SW Revenue	MA SW Taxes Collected	Handle
March	\$2,893,576.49	\$578,715.30	\$29,505,722.12
Q1 Total	\$2,893,576.49	\$578,715.30	\$29,505,722.12
April	\$1,899,936.60	\$379,987.32	\$24,580,107.85
May	\$1,784,970.28	\$356,994.06	\$18,049,208.38
June	\$1,022,283.37	\$204,456.67	\$16,446,807.80
Q2 Total	\$4,707,190.25	\$941,438.05	\$59,076,124.03



2

WORKFORCE DIVERSITY

WORKFORCE DIVERSITY

- We continue to grow diversity in our workforce. Over the last quarter, we've achieved sizable increases in the hiring of women and minority candidates.
 - We're actively attending recruitment and networking events that focus on traditionally under-represented groups and engaging with organizations such as the *Black Professionals in Tech Network* and *WomenHack*.

	Minority	Women	Veteran	MA Resident	Total Employees
All Employees					
Employees	199	181	13	28	509
%	39%	36%	3%	6%	
Manager & Above					
Employees	32	42	0	14	124
%	26%	34%	0%	11%	
Non-Manager					
Employees	167	139	13	14	385
%	43%	36%	3%	4%	

3

VENDOR/SUPPLIER DIVERSITY

VENDOR/SUPPLIER DIVERSITY

- PENN is focused on fostering diversity throughout every aspect of its business and in the communities where we operate. As we continue to scale our online business, we're working closely with our Corporate procurement team to explore opportunities to work with diverse vendors and suppliers.

<i>Diversity Certification</i>	Q1	Q2	Q3	Q4
MBE	\$986.88	\$2,567.91		
VBE	\$0	\$0		
WBE	\$1,750	\$0		
Total Diversity Spend	\$2,736.88	\$2,567.91		

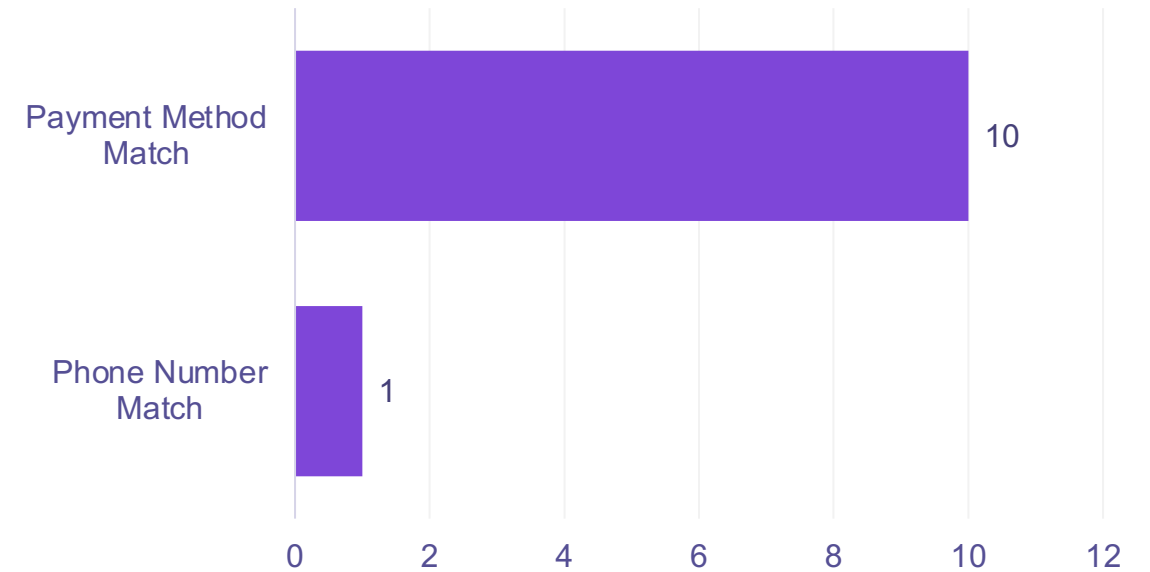
4

COMPLIANCE

COMPLIANCE

<i>Underage Activity</i>		
<i>Time Period</i>	<i>Found/ Attempted</i>	<i>Account Suspended</i>
March	6	6
April	1	1
May	1	1
June	3	3
Total	11	11

Underage Activity Detection

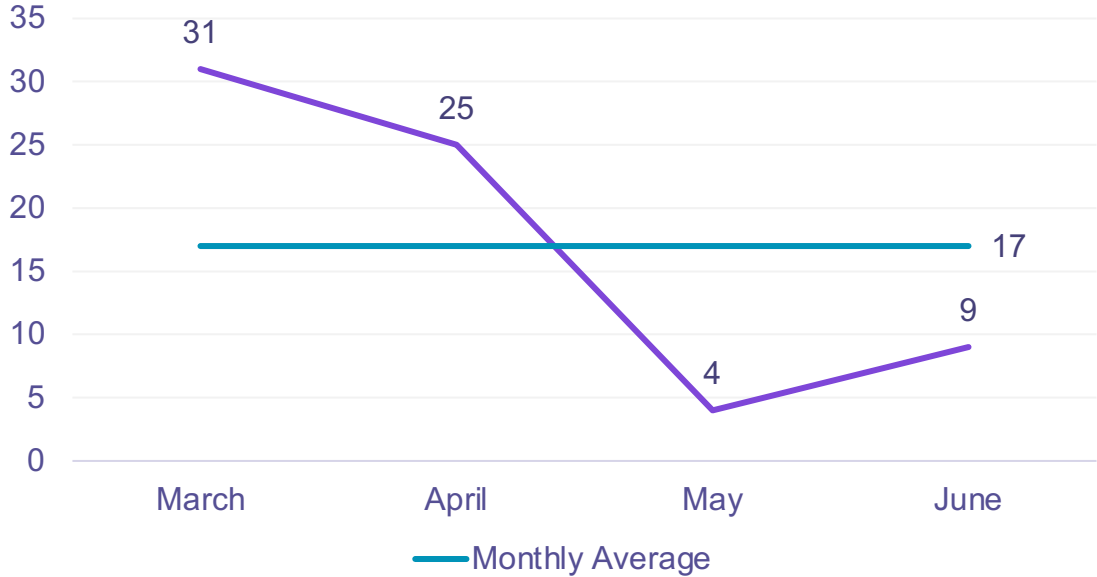


5

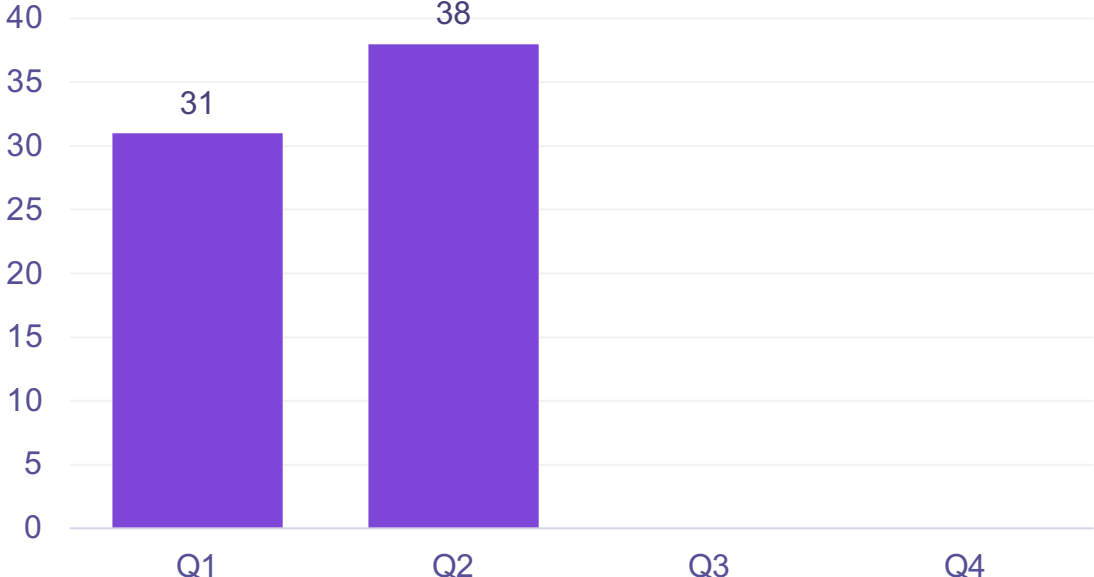
RESPONSIBLE GAMING

RESPONSIBLE GAMING

Voluntary Self-Exclusions by Month



Voluntary Self-Exclusions by Quarter



6

LOTTERY

LOTTERY

- Discussions between **PSI, Plainridge Park Casino (“PPC”), and the Massachusetts Lottery (“Lottery”)** have begun, with the initial meeting taking place on June 2, 2023.
 - PSI and PPC shared potential ideas that involve using Penn's unique omnichannel approach and various forms of marketing assets for Lottery initiatives.
- The Lottery expressed that they are fully committed to the collaboration and are excited about the potential opportunities.
 - Another call with the Lottery will be scheduled once specific proposals and assets have been formalized.

7

**COMMUNITY/ OUTREACH/
CHARITABLE IMPACTS**

COMMUNITY/OUTREACH/CHARITY



- In celebration of Earth Day, team members gathered to clean up local parks, revitalizing important green spaces near our offices.
- In May, approximately 100 team members volunteered at the Jays Care Foundation Affiliate Schools Jamboree, which supports community programs.
- We sponsored a team in the Baycrest Foundation's ***Bike for Brain Health***, which supports research, innovation, education, and care in the field of aging and brain health.
- Also, PENN Entertainment committed \$75,000 over five years to the Reading Hospital Foundation in support of programs that provide care for the underserved in the greater Reading community.

COMMUNITY/OUTREACH/CHARITY



- For International Women's Day in March, our **Women in Interactive** employee resource group hosted a panel and networking session focused on equality and inclusivity in the workplace.
- We held additional employee learning seminars to increase awareness and education during PRIDE Month in June, Autism Acceptance Month in April, and Juneteenth.





Caesars Sportsbook
8/24/23 Meeting – Massachusetts Gaming
Commission

*Q2 2023 Sports Wagering Quarterly
Report*



Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

➤ **Revenue:** Quarter 2 2023:

Month	Total SW Revenue	MA SW Taxes Collected	Handle
April	1,681,749.75	326,640.35	9%
May	1,385,015.51	267,488.30	7%
June	687,023.52	131,061.10	5%
TOTALS	3,753,788.78	725,189.76	7%





➤ **Workforce / Workforce Diversity**

- Caesars embraces diversity and aims to create an inclusive working environment that celebrates all our Team Members as individuals. We have set company goals to increase the representation of women and people of color in leadership roles (supervisory roles and above) on a path to achieve full gender and racial parity.
- Our 2025 goals:
 - Women: 50% of management roles will be held by women within both the mid-level and senior leadership populations
 - Racial/Ethnic:
 - 50% of leadership roles will be held by people of color (POC)
 - Caesars also commits to increase the representation of POC in senior leadership by 50%



➤ **Workforce / Workforce Diversity**

- We plan to achieve our DEI goals through a range of actions that include reinforcing our DEI culture across all communications and training channels, ensuring equitable access to development programs for all Team Members and ensuring our hiring practices continue to create opportunities for Team Members of all genders and backgrounds. This includes:
 - **Attracting Diverse Candidates:** Extending searches to historically Black colleges and universities (HBCUs) and other schools with diverse student bodies and eliminating bias from the hiring process by using inclusive language in job postings and building diverse candidate slates.
 - **Driving inclusion and retention:** Conducting ongoing inclusion assessments among our Team Members through surveys, leveraging allyship through our Business Impact Groups (BIGs) and other executive-sponsored inclusion networks.
 - **Developing our Team Members:** Advancing leadership development and succession planning for Team Members with DEI in mind, providing training, sponsorship and mentorship with a DEI focus and expanding inclusive human resources policies and processes.





➤ Workforce / Workforce Diversity

Our 2025 DEI Goals	Performance in 2021**	Performance in 2022
Women: 50% of leadership roles* will be held by women within both the mid-level and senior leadership populations.	46% in mid-level leadership roles 32% in senior leadership roles	45% in mid-level leadership roles 30% in senior leadership roles
Racial/Ethnic: 50% of leadership roles* will be held by people of color. We also commit to increasing the representation of people of color in senior leadership by 50%.	43% in leadership roles 24% increase in senior leadership roles since the baseline of Dec 31, 2020	43% in leadership roles 106% increase in senior leadership roles since the baseline of Dec 31, 2020

*Leadership roles include supervisors and above. Mid-level leadership roles include supervisors and managers. Senior leadership roles include Directors, Vice Presidents, Senior Vice Presidents and C-Suite. Goals cover direct Team Members in the U.S.

**Note that performance data in 2021 does not include Caesars Digital Team Members. Through the acquisition of William Hill, Caesars Digital Team Members are included in 2022.



➤ Vendor / Supplier Spend / Supplier Diversity

Q2 2023 Overview of Total Spend, including any MA Spend/Impacts

- In 2022, our operational and capital spend* with certified diverse vendors totaled 7.1% and 9.3%, respectively, of total addressable spend.
- The below statistics are anticipated company-wide vendor spend statistics for Q2 2023, which are not yet validated:

2023 Q2 Results	Total Diversity Spend	%
\$312,803,976	\$32,890,829	10.51

- Caesars Sportsbook continues to participate in the Company's DEI initiatives and overall goals pertaining to minority-owned, women-owned, disability-owned, LGBTQ-owned and veteran-owned business enterprises.
- As previously advised, Caesars Sportsbook expenses are primarily covered by centralized services functions in Nevada and New Jersey, but we intend to continue to source from Massachusetts vendors whenever possible.

*Addressable spend does not include taxes, utilities and some highly regulated gaming trade sectors defined as addressable.





➤ Compliance

Q2 2023 Chart Compiling The Monthly Minors/Underage Access Numbers Submitted To The Commission

- The below statistics are the number of prohibited individuals found sports wagering or attempted to sports wager on Caesars Sportsbook (“CSB”) platform, individuals turned over to law enforcement, and accounts suspended due to underage activity.

FY23 MONTH	Found sports wagering or attempting to SW on CSB SW platform	Turned over to proper law enforcement authority by CSB	Account Suspended due to underage activity
April	0	0	0
May	0	0	0
June	0	0	0
TOTAL	0	0	0



Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

➤ **Responsible Gaming**

Q2 2023

- Q2 2023 VSE Enrollees:
 - 83 VSE enrollees were noted for the quarter.

- Notable Updates /Modifications/Technical Enhancements Related To Responsible Gaming:
 - In Q2 2023, Caesars expanded its self-exclusion program and raised the minimum age for participating in our Caesars Rewards program, as well as gambling online and at our properties to 21. Caesars Entertainment universal exclusion policy expands across our entire gaming portfolio — including retail and online casinos and sportsbooks.

 - Additionally, Caesars implemented an enhanced 21+ gaming policy” which includes restricting access to our Caesars Rewards royalty program and all domestic gaming, pari-mutuel, sports, and iGaming options to individuals over the age of 21.



Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

➤ **Lottery Engagement**

Caesars Sportsbook held an introductory call with Massachusetts Lottery representative and plans to continue to discuss potential cross-marketing strategies.





Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

➤ **Community / Outreach / Charitable Contribution** **Q2 2023**



- Caesars Entertainment recently provided financial support in the amount of \$50,000 to the Massachusetts Military Support Foundation.
- The mission of this organization is to provide programs, services and goods that help satisfy critical needs and enhance the well-being and quality of life for Veterans, active-duty Military and their families in Massachusetts.
- Each of their programs are designed to have maximum impact on the many issues Veterans and active-duty Military face.
- Similar to the work MMSF does to support Veterans and active-duty military, Caesars Entertainment also seeks to harness the skills and aptitudes Veterans acquire throughout their military career and apply them to the business world. At Caesars Entertainment, there is no shortage of examples of Veterans transitioning from successful careers in the military to successful careers in the gaming industry in a range of functions from property management, logistics, human resources, and more.





Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

➤ **Community / Outreach / Charitable Contribution** **Q2 2023**

Each year, Caesars Foundation provides financial support to several national non-profit partners. Those with reach in Massachusetts are shown below:

- Meals on Wheels of America
 - Our partnership with Meals on Wheels of America spans over two decades
 - 2023 Caesars Foundation grant - \$300,000
 - Meals on Wheels Massachusetts has 24 chapters across the state providing different medically tailored and culturally appropriate meals to seniors
- Boys & Girls Clubs of America
 - This partnership began in 2022 with a \$500,000 grant
 - 2023 Caesars Foundation grant - \$250,000
 - Boys & Girls Clubs of America serves children at over 90 clubs across the Commonwealth
- National Park Trust
 - 2023 Caesars Foundation grant - \$144,000
 - National Park Trust's mission is to acquire the missing pieces of our national parks, the privately owned land located within and adjacent to our national parks' boundaries. They also bring thousands of kids from under-served communities to our national parks through the Buddy Bison program
 - NPT preserves Minute Man National Historical Park and provides Buddy Bison programs at Adams School and McKay Elementary School near Boston





Caesars Sportsbook Sports Wagering Quarterly Report – Q2 2023

Questions and comments can be sent to:

- Heather Rapp, SVP of Corporate Social Responsibility, hrapp@caesars.com
- Lisa Rankin, VP of Compliance & Licensing, lrarkin@caesars.com
- David Schulte, VP of procurement, DSchulte@caesars.com
- Greg Shinbur, Dir of Diversity, Equity and Inclusion, GEShinbur@caesars.com
- Curtis Lane Jr., Digital Compliance Manager, curtis.lane@caesars.com





TO: Chair Cathy Judd-Stein
Commissioner Eileen O'Brien
Commissioner Brad Hill
Commissioner Nakisha Skinner
Commissioner Jordan Maynard

FROM: Crystal Beauchemin, Sports Wagering Business Manager

CC: Mark Vander Linden, Director of Research and Responsible Gaming

DATE: August 16, 2023

RE: Caesars Request for Temporary Waiver from Reporting Requirement
205 CMR 255.04 (5)

EXECUTIVE SUMMARY:

Caesars Sportsbook is seeking a temporary waiver from the reporting requirement, [205 CMR 255.04 \(5\)](#) pertaining to Play Management through October 15, 2023, stating, "Per internal discussion with Caesars Business Intelligence team, we will need to design a report which contains the requested various data points. Caesars would need time to build, then validate the report data."

SUPPORTING DOCUMENTS:

The waiver request is included in the packet.

CONCLUSION/ RECOMMENDATION:

The Sports Wagering Division has provided guidance to the operators as to the types of data required for these reports, based on conversations with Director Mark Vander Linden. As such, we have inquired whether Caesars would be able to provide any data to the Commission in the interim (manually) to provide to Research and Responsible Gaming (RRG) while the automated report is being developed. If not, we would recommend that this waiver be granted only if Caesars will be able to provide the data retroactively that would have been required for each missed reporting period (July, Aug, Sept) once the report functionality is enabled.



MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 7/26/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Caesars Sportsbook

NAME OF INDIVIDUAL COMPILING REQUEST: Curtis Lane Jr

TITLE OF INDIVIDUAL COMPILING REQUEST: Digital Compliance Manager

CONTACT EMAIL ADDRESS: Curtis.lane@caesars.com

CONTACT PHONE NUMBER: 609-335-2737

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
Same as above

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 255.04(5)

REGULATION SECTION TITLE: Responsibilities of the Sports Operator

REGULATION LANGUAGE/TEXT:

A Sports Wagering Operator shall produce monthly reports containing data and other information regarding the play management program, as specified and requested by the Commission; and

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: October 15, 2023

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT: Per internal discussion with Caesars Business Intelligence team, we will need to design a report which contains the requested various data points. Caesars would need time to build, then validate the report data.

Per 205 CMR 102.03 (4)(a)(4)



PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION: Caesars would not be able to provide until October 15th submission date. Caesars would be non-compliant to the Commission's Play Management Report monthly request for August and September 2023.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





TO: Chair Cathy Judd-Stein
Commissioner Eileen O'Brien
Commissioner Brad Hill
Commissioner Nakisha Skinner
Commissioner Jordan Maynard

FROM: Crystal Beauchemin, Sports Wagering Business Manager
Bruce Band, Director of Sports Wagering

DATE: August 14, 2023 **COMMISSION MEETING:** August 24, 2023

RE: Operator Requests for Temporary Waivers from Certain Provisions of 205
CMR 257 and 205 CMR 238

EXECUTIVE SUMMARY:

On August 8, 2023, the Commission voted to finalize the draft of [205 CMR 257: Sports Wagering Data Privacy](#), and to begin the formal regulation process. These regulations go into effect September 1, 2023.

Due to the extensive technological impacts, the sports wagering division has received temporary waiver requests from all of our sports wagering operators in relation to this regulation, indicating additional time needed to evaluate the regulation, get clarification on specific portions of the regulation, investigate and evaluate the technical aspects which will require modification, and develop a plan for building the required technology to implement the regulation in Massachusetts. The operators have communicated that such a project could take years before full compliance could be achieved, and that they will also require greater engagement and clarity from the Commission and/or staff to move forward with developing detailed plans and timelines.

In addition, as 205 CMR 238.02 includes requirements in compliance with 205 CMR 257, operators have noted that they would also need a temporary waiver from those specific provisions to ensure compliance with the regulation.

SUPPORTING DOCUMENTS:

The operators have included significant detail in their waiver requests, much beyond what is summarized in this memo. The full waiver requests from each operator are included in the packet.

WAIVER REQUESTS: **205 CMR 257 – Sports Wagering Data Privacy**

A majority of the sports wagering operators have requested a temporary waiver through 60-days from the date the final version of the regulation is posted to the Massachusetts Registry (which would be on or around October 31, 2023). These include:

BetMGM	Fanatics Sportsbook (FBG Enterprises
Ceasar’s Sportsbook (American Wagering,	Opco LLC)
Inc.)	FanDuel
DraftKings	MGM Springfield

The 60-day waiver period which the above operators have requested would allow time for a thorough evaluation of the regulation and gather more clarity from the Commission, and coordination with development/technical teams to determine the extent of the work required and assess a realistic timeline.

In addition, **Penn Sports Interactive (Barstool) and Plainridge Park Casino** submitted similar requests for an initial waiver period through October 15, 2023. **WynnBet** did not specify a specific waiver date, but indicated scoping was in process and more time was needed to fully evaluate the timeline required.

All of the above indicated they would need to return with additional waiver requests that contained more defined specifications and timelines.

In addition, **Betr** submitted a specific temporary waiver request in relation to developing a form to address specific components of 205 CMR 257.

Betr

Specifically referencing provisions 205 CMR 257.02(2)(a)-(c); 205 CMR 257.04(1)(a)-(e) ... *“so that our software engineers, product team, and legal team can implement within the Betr mobile application (the “App”), a clear and conspicuous consent form asking patrons to consent to Betr’s use of their Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), as well as implement a form within the App where patrons may, at any time, withdraw their consent of Betr’s use of patron Confidential Information or Personally Identifiable Information or otherwise make any request specified in 257.04(1).”*

Waiver sought through December 30, 2023.

WAIVER REQUESTS: *205 CMR 238.02 (7) (L) and (M) – Internal Controls*

The sports wagering division has received temporary waiver requests from the following operators in relation to 205 CMR 238.02 which governs internal controls related to 205 CMR 255.

BetMGM

MGM Springfield

The operators are requesting temporary waivers through the same time period approved for 205 CMR 255.

CONCLUSION/ RECOMMENDATION:

The Sports Wagering division would recommend granting a temporary uniform waiver of both the data privacy provisions (205 CMR 255) and the internal controls requirements (205 CMR 238.02 (7) (L) and (M) until at least Friday, November 17, 2023. This would allow each operators the full 60-day period for evaluation, planning and submission of the next wave of waiver requests and provide MGC staff with time to review the requests and provide the reports to the Commission in line with the likely public meeting timelines (approximately November 16, 2023.) This time frame would also provide the commission and staff with time to engage in the requested further communication, close gaps related to the operators' lack of clarity and potentially gain greater insight via roundtable discussion with industry and technical experts.

The SW division might also recommend that the Commission consider prescribing that the waiver requests outline the specific provisions of 205 CMR 257 which will require a waiver (rather than the full regulation), describe a brief outline of the plan that the operators will set forth for reconciling their platforms with the regulation, and include set reporting periods for providing updates to the SW team regarding progress.



MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): BetMGM

NAME OF INDIVIDUAL COMPILING REQUEST: Robyn Bowers

TITLE OF INDIVIDUAL COMPILING REQUEST: Regulatory Administration Manager, Compliance

CONTACT EMAIL ADDRESS: robyn.bowers@betmgm.com

CONTACT PHONE NUMBER: 732-782-5127

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):

sarah.brennan@betmgm.com, alexis.cocco@betmgm.com

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

205 CMR 257: SPORTS WAGERING DATA PRIVACY

- 257.01 : Definitions
- 257.02 : Data Use and Retention
- 257.03: Data Sharing
- 257.04: Patron Access
- 257.05: Data Program Responsibilities
- 257.06: Data Breaches

257.01:Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.

Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited



to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

257.02:Data Use and Retention

- (1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against legal claims, and for other reasonable safety and security purposes.
- (2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.
 - (a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.
 - (b) Consent shall not be deemed to be a waiver of any of the patron's other rights.
 - (c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.
- (3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on:
 - (a) a period of dormancy or non-use of a Sports Wagering Platform;
 - (b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron;
 - (c) the communications of the patron with any third party other than the Operator;



- (d) the patron's actual or predicted.
 - i. income, debt, net worth, credit history, or status as beneficiary of governmental programs;
 - ii. medical status or conditions; or
 - iii. occupation.
- (e) Any computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming platform more addictive.
- (f) Engagement or utilization of play management options, including type of limit, frequency of engagement or utilization of play management options, and frequency of changing limits;
- (g) Engagement or utilization of cooling-off options, including duration of cooling-off period, frequency of engagement or utilization of cooling-off options, and frequency of changing cooling-off periods;
- (e)(h) Engagement or utilization of any measure in addition to those described in 205 CMR 257.02(3)(f)-(g) intended to promote responsible gaming.
- (4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

(5) A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

257.03 : Data Sharing

- (1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity.
- (2) If a Sports Wagering Operator shares a patron's Confidential Information or Personally Identifiable Information pursuant to 257.03(1), the Operator shall take commercially reasonable measures to ensure the party receiving a patron's Confidential Information or Personally Identifiable Information keeps such data private and confidential, except as required to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity. The party receiving such data shall only use a patron's Confidential Information or Personally Identifiable Information for the purpose(s) for which the data was shared.
- (3) If a Sports Wagering Operator deems it necessary to share a patron's Confidential Information or Personally Identifiable Information with a Sports Wagering Vendor, Sports Wagering Subcontractor, or Sports Wagering Registrant in order to operate its Sports Wagering Area, Sports Wagering Facility or



Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, a Sports Wagering Operator shall enter into a written agreement with the Sports Wagering Vendor, Sports Wagering Subcontractor or Sports Wagering Registrant, which shall include, at a minimum, the following obligations:

- (a) The protection of all Confidential Information or Personally Identifiable Information that may come into the third party's custody or control against a Data Breach;
- (b) The implementation and maintenance of a comprehensive data-security program for the protection of Confidential Information and Personally Identifiable Information, which shall include, at a minimum, the following:
 - i. A security policy for employees relating to the storage, access and transportation of Confidential Information or Personally Identifiable Information;
 - ii. Restrictions on access to Personally Identifying Information and Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
 - iii. A process for reviewing data security policies and measures at least annually; and
 - iv. An active and ongoing employee security awareness program for all employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law.
- (c) The implementation, maintenance, and update of security and breach investigation and incident response procedures that are reasonably designed to protect Confidential Information and Personally Identifiable Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
- (d) A requirement that the maintenance of all Confidential Information and Personally Identifiable Information by a Vendor, Subcontractor or Registrant must meet the standards provided in 257.03.
- (4) Sports Wagering Operators shall encrypt or hash and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

257.04 : Patron Access

- (1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.
- (a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;
- (b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;



- (c) Updates to their Confidential Information or Personally Identifiable Information;
 - (d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and
 - (e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.
- (2) A Sports Wagering Operator shall provide a written response to a request submitted pursuant to 257.04(1) that either grants or denies the request.
- (a) If the Sports Wagering Operator grants the patron's request to access a copy of their Personally Identifiable Information, the Sports Wagering Operator shall provide the patron their Confidential Information or Personally Identifiable Information in a structured, commonly used and machine readable format.
 - (b) If the Sports Wagering Operator denies the request, the Sports Wagering Operator shall provide in its written response specific reason(s) supporting the denial and directions on how the patron may file a complaint regarding the denial with the Commission.
 - (3) A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if:

It is no longer necessary to retain the patron's Confidential Information or Personally Identifiable Information (or to retain it without the requested restriction) to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity; and

- (a) The patron withdraws their consent to the Sports Wagering Operator's retention of their Confidential Information or Personally Identifiable Information;
 - (b) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;
 - (c) The patron's Confidential Information or Personally Identifiable Information was used in violation of 205 CMR 257.00; or
 - (d) Restriction or erasure is necessary to comply with an order from the Commission or a court.
- (4) If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request commercially reasonable confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c.



23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

(5) An Operator, or a Vendor, Registrant or Subcontractor of an Operator shall not require a Patron to enter into an agreement waiving any of the Patron's rights under this Section 257.

257.05 : Data Program Responsibilities

- (1) A Sports Wagering Operator shall develop, implement and maintain comprehensive administrative, technical and physical data privacy and security policies appropriate to the size and scope of business and addressing, at a minimum:
- (a) Practices to protect the confidentiality, integrity and accessibility of Confidential Information or Personally Identifiable Information;
 - (b) The secure storage, access and transportation of Confidential Information or Personally Identifiable Information, including the use of encryption and multi-factor authentication;
 - (c) The secure and timely disposal of Confidential Information or Personally Identifiable Information, including data retention policies;
 - (d) Employee training on data privacy and cybersecurity for employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;
 - (e) Restrictions on access to Personally Identifying Information or Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
 - (f) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information or Personally Identifying Information;
 - (g) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis;
 - (h) Cybersecurity insurance, which shall include, at a minimum, coverage for data compromise response, identity recovery, computer attack, cyber extortion and network security;
 - (i) Data Breach investigation and incident response procedures;
 - (j) Imposing disciplinary measures for violations of Confidential Information and Personally Identifiable Information policies;
 - (k) Active oversight and auditing of compliance by Vendors, Registrants, or Subcontractors with 257.03(3) and with the Operator's Confidential Information and Personally Identifying Information policies.
 - (l) Quarterly information system audits; and



- (m) A process for reviewing and, if necessary, updating data privacy policies at least annually.
- (2) A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information.
- (3) A Sports Wagering Operator, Sports Wagering Vendor, Sports Wagering Subcontractor, Sports Wagering Registrant, or Person to whom an Occupational License is issued shall comply with all applicable state and federal requirements for data security, including M.G.L. c. 93A, M.G.L. c. 93H, 940 CMR 3.00, 940 CMR 6.00 and 201 CMR 17.00.

257.06 : Data Breaches

- (1) In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be completed commenced in no less than five (5) days from the discovery of the suspected breach, and completed as soon as reasonably practicable thereafter.
- (2) Following completion of the investigation specified pursuant to 257.06(1), the Sports Wagering Operator shall submit a written report to the Commission describing the suspected Data Breach and stating whether any patron's Confidential Information or Personally Identifying Information was subjected to unauthorized access. Unless the Sports Wagering Operator shows that unauthorized access did not occur, the Sports Wagering Operator's written report shall also detail the Operator's plan to remediate the Data Breach, mitigate its effects, and prevent Data Breaches of a similar nature from occurring in the future.
- (3) Upon request by the Commission, the Sports Wagering Operator shall provide a report from a qualified third-party forensic examiner, the cost of which shall be borne by the Sports Wagering Operator being examined.
- (4) In addition to the other provisions of this 205 CMR 257.06, the Sports Wagering Operator shall be required to comply with any other legal requirements applicable to such Data Breaches or suspected Data Breaches, including its obligations pursuant to G.L. c. 93H and 201 CMR 17.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: 60 days from when the final version of 205 CMR 257 Sports Wagering Data Privacy is posted to the Massachusetts Registry.

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

These changes require significant technical and product development.



Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

BetMGM would not fully comply with section 205 CMR 257 Sports Wagering Data Privacy.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

BetMGM is requesting a sixty (60) day exception to request further guidance from MGC before undertaking a technical project that could potentially take multiple years of resources to fully complete. During this time, as BetMGM receives further guidance from MGC, BetMGM will also coordinate with its technical teams to determine more specific timelines to meet the requirements in 205 CMR 257 and the extent of development work needed to ensure compliance. BetMGM expects that, with the requested MGC guidance, BetMGM will be able to create a timeline for compliance it can provide to MGC within 60 (sixty) days. Once a solution is approved by MGC, the technical functionalities will be developed and tested to ensure compliance with the regulation.

BetMGM primarily requests guidance from MGC to understand what determines to be “necessary to operate a . . . Sports Wagering Platform” so that MGM can determine the type of product changes MGC requires and their impact on BetMGM patrons. BetMGM needs to better understand when MGC expects BetMGM to present separate opt-in and which sharing is permitted and which is prohibited. BetMGM is also concerned about the impact on the regulation as drafted on a patron’s inability to consent to certain partnerships where data sharing provides patrons with benefits such as Single Sign On or program rewards; patrons expect certain data sharing when patrons have already opted in and/or linked their accounts. In addition to reviewing many different internal systems to see whether and how BetMGM can segregate Massachusetts patrons from patrons in other states, BetMGM will also need to review third party contracts and data flows to determine which third party relationships may need to be revised or terminated and will need time to address those relationships. As many BetMGM patrons have accounts in more than one state, and BetMGM is currently updating its platforms to a “Single Account Single Wallet” model, these changes may have significant impacts outside of Massachusetts.

While BetMGM has already implemented and/or is compliant with many of the provisions of 205 CMR 257 for Massachusetts patrons and will be able to comply with other provisions with minor updates and/or changes, the provisions of 205 CMR 257 relating to individual consents and data require considerably more product development. The proposed consent and sharing limitations depart in significant ways from all other privacy laws in both the US and the EU. These changes require substantial technical and product development. Significant assessments of our technical systems and data flows and time-intensive manual builds may be necessary to address the regulation as drafted. Those legislatures provided businesses with a significant period of ramp-up time to address the technical changes and revise or upgrade systems; as with those laws, a similar onboarding period should exist here.

BetMGM respectfully requests a further meeting with the MGC or its staff on this regulation, and is available at MGC’s convenience.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:



1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): BetMGM

NAME OF INDIVIDUAL COMPILING REQUEST: Robyn Bowers

TITLE OF INDIVIDUAL COMPILING REQUEST: Regulatory Administration Manager, Compliance

CONTACT EMAIL ADDRESS: robyn.bowers@betmgm.com

CONTACT PHONE NUMBER: 732-782-5127

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):

sarah.brennan@betmgm.com; alexis.cocco@betmgm.com

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 238

REGULATION SECTION TITLE: 238.02(7)(l) and (m)

REGULATION LANGUAGE/TEXT:

(l) A plan, as required by 205 CMR 257, to safeguard Confidential Information and Personally Identifiable Information and to ensure compliance with the requirements of 205 CMR 257.00, G.L. c. 93H, G.L. c. 93I, 201 CMR 17, and any other applicable law, regulation or order of a governmental body regarding data privacy and security; and

(m) A description of the Operator's use of computerized algorithms, automated decision-making, machine learning, artificial intelligence, or any similar system, which shall include, at a minimum a description of permissible and impermissible uses of such practices and capabilities, the purposes for which they are used and the types of input and output data and an accounting of the source of each, and a description of how the Operator may use such systems to minimize risky play behavior.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: 60 days from when the final version of 205 CMR 257 Sports Wagering Data Privacy is posted to the Massachusetts Registry.



Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

BetMGM's internal controls would not comply due to the changes that require significant technical and product development.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

BetMGM would not fully comply with the recently adopted 205 CMR 257 Sports Wagering Data Privacy regulation.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

BetMGM is requesting a sixty (60) day exception to request further guidance from MGC before undertaking a technical project that could potentially take multiple years of resources to fully complete. During this time, as BetMGM receives further guidance from MGC, BetMGM will also coordinate with its technical teams to determine more specific timelines to meet the requirements in 205 CMR 257 and the extent of development work needed to ensure compliance. BetMGM expects that, with the requested MGC guidance, BetMGM will be able to create a timeline for compliance it can provide to MGC within 60 (sixty) days. Once a solution is approved by MGC, the technical functionalities will be developed and tested to ensure compliance with the regulation.

BetMGM primarily requests guidance from MGC to understand what determines to be "necessary to operate a Sports Wagering Platform" so that MGM can determine the type of product changes MGC requires and their impact on BetMGM patrons. BetMGM needs to better understand when MGC expects BetMGM to present separate opt-in and which sharing is permitted and which is prohibited. BetMGM is also concerned about the impact on the regulation as drafted on a patron's inability to consent to certain partnerships where data sharing provides patrons with benefits such as Single Sign On or program rewards; patrons expect certain data sharing when patrons have already opted in and/or linked their accounts. In addition to reviewing many different internal systems to see whether and how BetMGM can segregate Massachusetts patrons from patrons in other states, BetMGM will also need to review third party contracts and data flows to determine which third party relationships may need to be revised or terminated and will need time to address those relationships. As many BetMGM patrons have accounts in more than one state, and BetMGM is currently updating its platforms to a "Single Account Single Wallet" model, these changes may have significant impacts outside of Massachusetts.

While BetMGM has already implemented and/or is compliant with many of the provisions of 205 CMR 257 for Massachusetts patrons and will be able to comply with other provisions with minor updates and/or changes, the provisions of 205 CMR 257 relating to individual consents and data require considerably more product development. The proposed consent and sharing limitations depart in significant ways from all other privacy laws in both the US and the EU. These changes require substantial technical and product development. Significant assessments of our technical systems and data flows and time-intensive manual builds may be necessary to address the regulation as drafted. Those legislatures provided businesses with a significant period of ramp-up time to address the technical changes and revise or upgrade systems; as with those laws, a similar onboarding period should exist here.

BetMGM respectfully requests a further meeting with the MGC or its staff on this regulation, and is available at MGC's convenience.

DETERMINATION



Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Betr Holdings, Inc. ("Betr")

NAME OF INDIVIDUAL COMPILING REQUEST: Ashwin Krishnan

TITLE OF INDIVIDUAL COMPILING REQUEST: Head of Legal & Business Affairs

CONTACT EMAIL ADDRESS: ashwin.krishnan@betr.app

CONTACT PHONE NUMBER: (786) 387-4205

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
N/A

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED:

205 CMR 257.02(2)(a)-(c); 205 CMR 257.04(1)(a)-(e)

REGULATION SECTION TITLE:

Data Use and Retention; Patron Access

REGULATION LANGUAGE/TEXT:

257.02: Data Use and Retention

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

(b) Consent shall not be deemed to be a waiver of any of the patron's other rights.

(c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm



withdrawal of consent more than once, and no intervening pages or offers will be presented to the patron before such confirmation is presented to the patron.

257.04: Patron Access

(1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

- (a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;
- (b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;
- (c) Updates to their Confidential Information or Personally Identifiable Information;
- (d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and
- (e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH:

September 1, 2023 – December 30, 2023 (or 120 days).

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

I, Ashwin Krishnan, as Head of Legal & Business Affairs of Betr, hereby submit a request to the Massachusetts Gaming Commission requesting a temporary waiver of regulation 205 CMR 257.02(2)(a)-(c) and 205 CMR 257.04(1)(a)-(e), so that our software engineers, product team, and legal team can implement within the Betr mobile application (the "App"), a clear and conspicuous consent form asking patrons to consent to Betr's use of their Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), as well as implement a form within the App where patrons may, at any time, withdraw their consent of Betr's use of patron Confidential Information or Personally Identifiable Information or otherwise make any request specified in 257.04(1).

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

Due to technical and coding developments required and implementation processes, a denial of our waiver request will force Betr to suspend its operations entirely for months.



ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

N/A



DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





August 14, 2023

Massachusetts Gaming Commission
101 Federal Street
Boston, MA 02110
Email: bruce.band@massgaming.gov

Dear Mr. Band,

American Wagering, Inc. (“Caesars Sportsbook”) respectfully requests a 60-day waiver of enforcement of Massachusetts’ new Sports Wagering Data Privacy regulation (205 CMR 257) (the “Privacy Regulation”) to allow us to conduct a full review of the Privacy Regulation requirements, identify areas where we may not be in full compliance, and develop a project plan to reach compliance. Once this discovery project is completed, Caesars Sportsbook intends to request a more targeted waiver for specific requirements in the Privacy Regulation to allow the company time to build any new technologies or processes required for full compliance. The grounds for this waiver request are set forth below, and the completed waiver request form is attached.

The Privacy Regulation Imposes Novel Privacy Requirements on U.S. Operators: While Caesars Sportsbook has developed processes to comply with privacy laws enacted by other states, the Privacy Regulation imposes obligations on gaming operators that are not required anywhere else in the U.S. For example, no state currently limits gaming operators’ use of data to only those purposes that are “necessary to operate” the gaming service, unless the operator has received a separate opt-in consent from the customer. Similarly, no state prohibits sharing of data with third parties unless that sharing is “necessary to operate” the service. As drafted, the Privacy Regulation arguably prohibits many types of ordinary course data use, including loyalty program or other advertising-related purposes.

Caesars Sportsbook does not currently have the necessary technology tools or processes to manage these new opt-in/opt-out and data sharing requirements. Building the front-end functionality to collect opt-in consent across our services and designing, developing, and maintaining the back-end software and procedures to obtain and respect opt-ins/opt-outs will, in each case, be a very complicated, time-consuming project. Our compliance, legal, marketing, product and data teams will need additional time to (1) identify all current uses and sharing that go beyond “necessary to operate,” (2) identify all internal and external systems involved in those uses/sharing, (3) identify required technical changes and manual processes to respect opt-ins/opt-outs and block prohibited sharing, and (4) plan the design of these new features in a way that does not unduly impact our patrons’ experience. Only when these efforts are completed can Caesars Sportsbook develop an accurate timeline to reach compliance.



Like the new opt-in requirement, the restrictions on use of data for certain types of marketing activities in Regulation 257.02(3) are also unique and prohibit common industry practices, including targeting based on inactivity. Our marketing and marketing technology teams must closely review these requirements and develop technical and manual controls to ensure that marketing activities authorized in all other states do not occur in Massachusetts. To the extent technical fixes are required to accomplish this, Caesars Sportsbook expects to request another enforcement waiver to allow time to make those fixes.

Compliance May Require Substantial Changes to Existing Privacy Procedures: In areas where there is overlap between existing state privacy laws and the Privacy Regulation, such as access, deletion, and correction rights, Caesars Sportsbook requests this additional time to (1) determine what changes must be made to its existing rights fulfillment procedures to comply with this new regulation, and (2) develop a project plan to make those updates. Caesars Sportsbook has developed its privacy rights procedures to comply with existing state laws. Most of these laws have comprehensive statutory language, rules, regulations, and supporting guidance, and most include a number of reasonable exceptions designed to prevent potentially adverse, unintended consequences for the operators. The Privacy Regulation, on the other hand, imposes high-level requirements that are more open to interpretation. Caesars Sportsbook may require input from the Massachusetts Gaming Commission (“Commission”) on whether current practices comply with the Privacy Regulation, and if they do not comply, Caesars Sportsbook will need additional time to develop the new technical tools and processes to meet the new requirements.

For example, other states allow companies to fully anonymize or aggregate a customer’s records in response to a deletion request in lieu of full deletion of all customer data from all active storage locations. States allow this because the privacy effect of anonymization is the same, and the procedure may impose less constraint on financial, IT, or other resources. The Privacy Regulation does not expressly allow anonymization in lieu of full deletion. Unless the Commission approves anonymization as satisfactory, Caesars Sportsbook will be required to develop procedures and related technology enhancements to fully remove/delete all data from all active storage locations. Similar differences for access and correction rights also must be fully considered, and project plans must be developed to make any necessary changes.

While operators should expect every new state privacy law to include additional or slightly different obligations that must be addressed, states also typically give operators 1 to 2 years to achieve compliance with a new law. We respectfully submit that a similar timeline may be required here.

The New Data Security Requirements May Require Significant Process Changes and Additional Resources: Finally, our privacy, cybersecurity and product security teams request this additional time to review and update the company’s incident response plans and procedures to address the new “immediate” data breach notification requirement and shorter investigation deadline. In addition, the teams require additional time to conduct a full review of the “Data Program Requirements” in Regulation 257.05 to identify any areas where additional resources may be needed for compliance.



Closing: For the reasons above, Caesars Sportsbook respectfully requests a temporary waiver of enforcement of the Privacy Regulation. While we await the Commission's decision on this waiver and subsequent waivers, we will allow Massachusetts residents to request data deletion, access, and correction through our current privacy request tool as of the current Privacy Regulation effective date, and we will process those requests in accordance with our current policies.

Respectfully submitted,

/s/ CHRIS WILLARD

Chris Willard
VP and Chief Corporate Counsel, Marketing and Privacy

Cc: crystal.beauchemin@massgaming.gov



MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): American Wagering, Inc.

NAME OF INDIVIDUAL COMPILING REQUEST: Chris Willard

TITLE OF INDIVIDUAL COMPILING REQUEST: VP and Chief Corporate Counsel, Marketing and Privacy

CONTACT EMAIL ADDRESS: cwillard@caesars.com

CONTACT PHONE NUMBER: 702-407-6064

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
curtis.lane@caesars.com

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT: Full regulation

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: 60 days

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT: Please see attached letter.



Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION: Please see attached letter.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST: Please see attached letter.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Crown MA Gaming / DraftKings

NAME OF INDIVIDUAL COMPILING REQUEST: Kevin Nelson

TITLE OF INDIVIDUAL COMPILING REQUEST: Senior Manager, Regulatory Operations

CONTACT EMAIL ADDRESS: Knelson@draftkings.com

CONTACT PHONE NUMBER: 518 – 727 – 4624

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED:

REGULATION SECTION TITLE:

205 CMR 257.01 – Definitions, 257.02: Data Use and Retention, 257.03: Data Sharing, 257.04: Patron Access, 257.05: Data Program Responsibilities, 257.06: Data Breaches.

REGULATION LANGUAGE/TEXT:

257.01(1)

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.

Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money



Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

Rule 205 CMR 257.02(2)(a)

If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron.

Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same 6/1/23 Discussion Draft 2 document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

Rule 205 CMR 257.02(3)

(3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on: (a) a period of dormancy or non-use of a Sports Wagering Platform; (b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron; (c) the communications of the patron with any third party other than the Operator; (d) the patron's actual or predicted i. income, debt, net worth, credit history, or status as beneficiary of governmental programs; ii. medical status or conditions; or iii. Occupation.

Rule 205 CMR 257.02(4)

A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

Rule 205 CMR 257.02(5)

A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

Rule 205 CMR 257.03(1)



A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity.

Rule 205 CMR 257.03(4)

Sports Wagering Operators shall encrypt and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

Rule 205 CMR 257.04(1)

Patrons shall be provided with a method to make the requests in 205 CMR 257.04(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages or offers will be presented to the patron before such confirmation is presented to the patron.

Rule 205 CMR 257.04(1)(d)

Patrons shall be provided with a method to make the requests in 205 CMR 257.04(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages or offers will be presented to the patron before such confirmation is presented to the patron.

(d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and

Rule 205 CMR 257.04(3)(c)

A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if

c) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;

Rule 205 CMR 257.04(4)

If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

205 CMR 257.05(2)

A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a



patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information.

Rule 205 CMR 257.06

In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be completed in no more than five (5) days from the discovery of the suspected breach.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH:

On August 8, 2023, the Massachusetts Gaming Commission ("Commission") voted to promulgate 205 CMR 257 – the most burdensome privacy regime in North America and Europe, without a legislative mandate to establish a comprehensive data privacy law, any debate in the General Court, or any meaningful discussion with gaming operators on the extensive feedback they provided on the draft regulations,. The regulations upend the current model under which gaming companies conduct their marketing, advertising, analytics, loyalty and many other services and, thus, implicate a substantial redesign of myriad business processes that necessarily utilize consumer data.

In adopting 205 CMR 257, the Commission makes Massachusetts an extreme outlier among all states in the U.S. by imposing unprecedented consent requirements, data sharing restrictions, data use prohibitions, and technical obligations that do not feature in, and are far more onerous than, any other privacy law or gaming regulation in North America. The Commission has also set an effective date much sooner than companies could reasonably begin to meet, as operators were given approximately three weeks to comply with the privacy regulations, which are slated to take effect on September 1, 2023.

For these reasons and those set forth below, DraftKings requests an initial, 60-day waiver from the entirety of the privacy regulations to conduct internal research and preliminary project scoping to get a more accurate sense of the full implications of the privacy regulations on current and future operations and the viability of the Massachusetts market under them. But our provisional view is that, given how dramatically the privacy regulations differ from any other privacy law or regulation in the United States, it may take up to two (2) years of extensive and costly work to reach a state of full compliance with them.

DraftKings submits that this 60-day waiver period would also allow time for important discussions with the Commission on the intent, meaning, and applicability of the privacy regulations, as well as internal investigations into the feasibility of the wide-ranging technical changes that would be required of gaming companies. Prior to the expiration of the 60-day period, DraftKings intends to submit an additional waiver request with an extended timeline based on our internal investigations and discussions with Commission staff. DraftKings respectfully asserts after initial review that we cannot see how any sports wagering operator could reasonably conclude that the compliance lift required by these requirements would be anything short of a multi-year endeavor.



PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

To understand the burden these privacy regulations place on sports wagering operators, it is imperative to distinguish them from the current privacy landscape in North America. Under applicable privacy laws and gaming regulations in the U.S., operators are generally permitted to use consumer data for legitimate business purposes, including but not limited to promotions, analytics, loyalty, consumer outreach and other non-required purposes, as long as their collection, use, and disclosure practices are transparently explained in a privacy policy and the consumer consents to that policy. Relatively recent state privacy laws (e.g., the California Consumer Privacy Act (“CCPA”) and similar state laws enacted by states including Virginia, Connecticut, and Colorado based on the CCPA) also afford consumers the right to opt *out* of having their data sold to or shared with third parties for non-required purposes (e.g., marketing, analytics) when the third party has an independent commercial purpose for the data.

Such laws do not afford consumers with a right to opt out of data sharing with a third-party vendor that has committed to using the data only to perform the services it has agreed to provide under contract. Such laws also do not impose blanket prohibitions on using personal information for promotional and analytics purposes, nor do they impose a requirement that all personal information must be encrypted or protected by multi-factor authentication. But these privacy regulations appear to do all of these things.

They begin by adopting arguably the broadest possible definition of personally identifiable information (“PII”) by mirroring the CCPA’s definition of “personal information”, which includes a wide range of data from relatively non-sensitive types (e.g., IP address, device ID, userID, cookie data) to the most sensitive types (e.g., government-issued identification numbers, payment card and financial account numbers, etc.). Unlike other applicable U.S. privacy laws, however, the privacy regulations do not exclude from the scope of PII publicly available information derived from government records or personal data that the consumer has made available to the public via distributed media or otherwise.

Then, based on the broad definition of PII, the privacy regulations make a dramatic departure from state privacy laws and gaming regulations by doing the following:

- Mandating that operators “shall only use [PII] as necessary to operate a . . . Sports Wagering Platform, or to comply with . . . applicable law.”
 - Requiring that all other uses of PII may only be made if the operator obtains conspicuous, opt-in consent that is freely revocable and separate to and unbundled from a consumer’s consent to the company’s privacy policy.
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- This burden imposed by this rule cannot be overstated, because it appears to require operators to develop a slew of new processes involving (i) complex mapping of all PII uses beyond those necessary to operating the wagering platform or complying with law and then (ii) tying execution of those uses to the delivery and collection of numerous specific, opt-in consents from consumers which would have to be freely revocable. These requirements would entail significant amount of development work, and likely cause consumer friction and consent fatigue, likely upending certain normal business activities, including but not limited to marketing, analytics, and loyalty practices with respect to Massachusetts consumers.
 - Presumably, operators’ ability to use all manner of PII for legitimate business uses, including but not limited to, marketing, advertising, analytics, and rewards would be dependent on obtaining prior opt-in consent to do so. Further, other legitimate business uses of consumer PII would also



appear to be conditioned upon opt-in consent, such as PII sharing required in the context of M&A transactions and PII use in response to threatened (but not yet filed) legal claims.

- Prohibiting the use of PII or any information derived from it for promotions based on (1) “a period of dormancy or non-use of a Sports Wagering Platform”; (2) “wagers made or promotional offers accepted by other patrons with a known or predicted social connection with the patron”; and (3) “the patron’s actual or predicted . . . income, debt, net worth, . . . or occupation”.
 - This rule threatens to rule out any promotions based on an undefined period of consumer inactivity on the platform, analytics models related to internal or external social media , and many targeted marketing methods and loyalty services popular in the Commonwealth today.
- Prohibiting promotional offers based on “[a]ny computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming or sports wagering platform more addictive.” The privacy regulations provide no clarity on what standard operators should use to determine whether such technology might make the platform “more addictive”, which places operators in a difficult position. We respectfully request clarity from the Commission in order to better understand the intention behind this specific regulation.
- Prohibiting the retention of any PII not required to operate the wagering platform or comply with applicable law. This requirement exceeds the deletion obligations imposed under state privacy laws because (unlike other U.S. privacy laws) it fails to establish any exceptions to the deletion obligation – for instance, where the data is: publicly available information (e.g., address), needed for certain business security practices, used for purposes compatible with the reasonable expectations of the consumer or the context in which it was provided, or consumer credit reporting information, etc.
- Prohibiting the sharing of PII with any third party unless the sharing is necessary to operate the Sports Wagering Platform or to comply with applicable law. Sports wagering operators often have hundreds of vendors and partners with which they share PII in order to perform their services for consumers. , The privacy regulations do not even appear to permit sharing with third parties pursuant to consumer consent. There is no other privacy law that DraftKings complies with or is aware of that imposes such severe limitations on sharing data with important third-party vendors and partners. The organizational work that would be required to ensure all Massachusetts consumers’ PII would be scrubbed from such sharing arrangements alone would be immense.
- Mandating that operators encrypt and protect using MFA *all* PII. This is neither commercially reasonable, nor technically feasible in many cases. PII like IP addresses, device information, usernames, and other types cannot always be encrypted. MFA likewise could not be employed to protect all PII (e.g, the PII for consumers perusing the site who do not log in).
- Requiring that operators report even “suspected” data breaches involving *any* PII “immediately”. Other state gaming regulations on this topic do not apply to all types of PII as that term is broadly defined in these privacy regulations. Also, immediate notification is difficult to accomplish in the midst of a significant security incident.

Any establishment of a comprehensive data privacy regime requires substantial lead time for the technical and organizational work needed to ensure compliance, and this consideration necessitates a reasonably delayed effective date. The CCPA was passed in June 2018 and was not effective until January 2020. The GDPR was adopted in April 2016 and was not effective until May 2018. Virginia’s data privacy regime, which is less restrictive than either the CCPA or the GDPR, was signed into law in March 2021 and did not become effective until January 2023. The Privacy Regulations require just as much – indeed, arguably more – development and organizational work than the referenced laws and, thus, compliance demands a similarly delayed effective date.



The Privacy Regulations create many complex compliance obligations unique to Massachusetts that will require significant scoping, building, testing, and implementation of relevant product changes across scores of internal workstreams. This work is not remotely capable of being completed in a few weeks; much more time is needed to determine the technical and organizational implications of the requirements. Additionally, given the vagueness of many of the adopted provisions, DraftKings requests that the Commission's staff be made available to engage in discussions with DraftKings over the meaning, requirements, and operational impact of the Privacy Regulations.

Based on the handful of days that DraftKings has had to digest and provisionally scope the applicable product development work implicated under the Privacy Regulations, the company believes it would have to conduct at least the following in order to come into compliance with them:

- Reworking consent management platform (provided in connection with third-party privacy tools vendor) for Massachusetts only to move from an opt-out to an opt-in model for third-party data sharing for non-required purposes;
- Reworking internal consent management platform to change default settings for Massachusetts only to move from an opt-out to an opt-in model;
- Extensive discovery and analysis from stakeholders such as outside counsel and legal, compliance, engineering, product, marketing, analytics, IT, information security and other departments to determine if (for Massachusetts only) they may properly be categorized as necessary to (a) operate the wagering platform or (b) to comply with applicable law (the "Permissible Uses");
- Involvement from all referenced departments (which would involve hundreds of employees) to perform an extensive mapping of all business processes that may fall outside of the Permissible Uses to hundreds of different services and systems (the "Relevant Systems") used for processing PII in ways that fall outside Permissible Uses (for Massachusetts alone). This also needs to be done carefully to allow for continued collection and use of necessary data required for compliance that may also be used for another purpose on the platform that will not require a specific opt-in, as this new separation could create additional, unique compliance concerns;
- Mapping scores of various categories of PII as they are used in each of the Relevant Systems to a new consent management process (for Massachusetts alone) that would have to be built to move to a new default position of not being able to use the PII without opt-in consent;
- Developing dozens of freely revocable, opt-in consent prompts and connecting their efficacy to new use permission procedures (for Massachusetts alone) to many business processes involving PII that would not qualify as Permissible Uses and the Relevant Systems used to process such PII. These prompts implicate a substantial redesign of the current platform;
- Extensive testing on all the above-referenced development work on the website and all applications;
- Unwinding data sharing arrangements with vendors and partners (for Massachusetts alone) who perform activities, including but not limited to marketing, advertising, analytics, loyalty, rewards, retail sales, and many other services integral to current operations that have now apparently been deemed not to be Permissible Uses;
- Extensive guidance would need to be obtained from outside counsel to help develop appropriate understandings of numerous vague or undefined terms and standards in the privacy regulations (e.g., "system that is known or reasonably expected to make [the platform] more addictive") in order to ensure we are applying requirements correctly;
- Substantial analysis of current deletion protocols and devotion of extensive resources to build, test, and implement new deletion protocols to address the privacy regulations, which lack some common exceptions to the deletion obligation found in other privacy frameworks or lack of exception in the definition of PII for publicly available information under the privacy regulations; and
- Review of all cyber insurance policies.
-



PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

Should the Commission decide to not approve this waiver request, DraftKings may be potentially left operating a non-compliant or substantially deteriorated product offering, as we need more time to scope our platform operating in the Commonwealth to fully understand the impact of these requirements and the necessary steps required to bring the platform into full compliance.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

DraftKings believes it would be prudent to repeal 205 CMR 257 from the regulations altogether. DraftKings respectfully submits that sports wagering regulations are not the appropriate place to create a brand new comprehensive, far-reaching data privacy regime. Massachusetts does not have a comprehensive data privacy law, and whether to adopt one is a decision for the General Court. There is no mandate in the underlying statute requiring the Commission to adopt comprehensive data privacy regulations. There is no robust legislative history indicating that the General Court intended for the Commission to adopt comprehensive data privacy regulations or to impose unique burdens on sports wagering operators handling consumers' PII. Any comprehensive data privacy regime should only be adopted after an exhaustive debate in the General Court. Indeed, the General Court has comprehensive data privacy legislation pending, and following recent legislation in 13 other states, enactment of some form of data privacy legislation in Massachusetts seems likely. This section is likely to present conflicts with data privacy legislation that will be adopted in the Commonwealth. Additionally, comprehensive data privacy mandates should be applied uniformly across industries. 205 CMR 257 would single out sports wagering operators to the exclusion of all other industries (including even non-sports wagering activities at retail casinos in the Commonwealth). There is no other jurisdiction that imposes these kinds of requirements specifically on sports wagering operators. DraftKings is not opposed to consumer data privacy and goes to great lengths to protect its consumers' personal information. DraftKings and other multistate operators already have implemented controls to satisfy among the most comprehensive, stringent, and far-reaching privacy regimes in operation today, including the California Consumer Privacy Act (CCPA) and the European Union's General Data Protection Regulation (GDPR).

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;



3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): FanDuel Sportsbook

NAME OF INDIVIDUAL COMPILING REQUEST: Cory Fox

TITLE OF INDIVIDUAL COMPILING REQUEST: Vice President for Product and New Market Compliance

CONTACT EMAIL ADDRESS: cory.fox@fanduel.com

CONTACT PHONE NUMBER: (650) 346-6624

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT): NA

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

205 CMR 257: SPORTS WAGERING DATA PRIVACY

- 257.01 : Definitions
- 257.02 : Data Use and Retention
- 257.03: Data Sharing
- 257.04 : Patron Access
- 257.05 : Data Program Responsibilities
- 257.06: Data Breaches

257.01 : Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.



Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR

17.00. Personally Identifiable Information may also include Confidential Information.

257.02 : Data Use and Retention

- (1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.
- (2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.
 - (a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.
 - (b) Consent shall not be deemed to be a waiver of any of the patron's other rights.
 - (c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.
- (3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on:
 - (a) a period of dormancy or non-use of a Sports Wagering Platform;
 - (b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron;
 - (c) the communications of the patron with any third party other than the Operator;
 - (d) the patron's actual or predicted.
 - i. income, debt, net worth, credit history, or status as beneficiary of governmental programs;



- ii. medical status or conditions; or
 - iii. occupation.
- (e) Any computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming platform more addictive;
- (f) Engagement or utilization of play management options, including type of limit, frequency of engagement or utilization of play management options, and frequency of changing limits;
- (g) Engagement or utilization of cooling-off options, including duration of cooling-off period, frequency of engagement or utilization of cooling-off options, and frequency of changing cooling-off periods;
- (h) Engagement or utilization of any measure in addition to those described in 205 CMR 257.02(3)(f)-(g) intended to promote responsible gaming.
- (4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes..
- (5) A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

257.03 : Data Sharing

- (1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.
- (2) If a Sports Wagering Operator shares a patron's Confidential Information or Personally Identifiable Information pursuant to 257.03(1), the Operator shall take commercially reasonable measures to ensure the party receiving a patron's Confidential Information or Personally Identifiable Information keeps such data private and confidential, except as required to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity. The party receiving such data shall only use a patron's Confidential Information or Personally Identifiable Information for the purpose(s) for which the data was shared.
- (3) If a Sports Wagering Operator deems it necessary to share a patron's Confidential Information or Personally Identifiable Information with a Sports Wagering Vendor, Sports Wagering Subcontractor, or Sports Wagering Registrant in order to operate its Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, a Sports Wagering Operator



shall enter into a written agreement with the Sports Wagering Vendor, Sports Wagering Subcontractor or Sports Wagering Registrant, which shall include, at a minimum, the following obligations:

- (a) The protection of all Confidential Information or Personally Identifiable Information that may come into the third party's custody or control against a Data Breach;
 - (b) The implementation and maintenance of a comprehensive data-security program for the protection of Confidential Information and Personally Identifiable Information, which shall include, at a minimum, the following:
 - i. A security policy for employees relating to the storage, access and transportation of Confidential Information or Personally Identifiable Information;
 - ii. Restrictions on access to Personally Identifying Information and Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
 - iii. A process for reviewing data security policies and measures at least annually; and
 - iv. An active and ongoing employee security awareness program for all employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law.
 - (c) The implementation, maintenance, and update of security and breach investigation and incident response procedures that are reasonably designed to protect Confidential Information and Personally Identifiable Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
 - (d) A requirement that the maintenance of all Confidential Information and Personally Identifiable Information by a Vendor, Subcontractor or Registrant must meet the standards provided in 257.03.
- (4) Sports Wagering Operators shall encrypt or hash and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

257.04 : Patron Access

- (1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.
 - (a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;
 - (b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;
 - (c) Updates to their Confidential Information or Personally Identifiable Information;
 - (d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and
 - (e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.
- (2) A Sports Wagering Operator shall provide a written response to a request submitted pursuant to 257.04(1) that either grants or denies the request.
 - (a) If the Sports Wagering Operator grants the patron's request to access a copy of their Personally Identifiable Information, the Sports Wagering Operator shall provide the patron their Confidential



Information or Personally Identifiable Information in a structured, commonly used and machine readable format.

(b) If the Sports Wagering Operator denies the request, the Sports Wagering Operator shall provide in its written response specific reason(s) supporting the denial and directions on how the patron may file a complaint regarding the denial with the Commission.

(3) A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if it is no longer necessary to retain the patron's Confidential Information or Personally Identifiable Information (or to retain the patron's Confidential Information or Personally Identifiable Information without the requested restriction) to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.; and

(a) The patron withdraws their consent to the Sports Wagering Operator's retention of their Confidential Information or Personally Identifiable Information;

(b) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;

(c) The patron's Confidential Information or Personally Identifiable Information was used in violation of 205 CMR 257.00; or

(d) Restriction or erasure is necessary to comply with an order from the Commission or a court.

(4) If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request commercially reasonable confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c. 23N, 205 CMR, or any other

applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

(5) An Operator, or a Vendor, Registrant or Subcontractor of an Operator shall not require a Patron to enter into an agreement waiving any of the Patron's rights under this Section 257.

257.05 : Data Program Responsibilities

(1) A Sports Wagering Operator shall develop, implement and maintain comprehensive administrative, technical and physical data privacy and security policies appropriate to the size and scope of business and addressing, at a minimum:

(a) Practices to protect the confidentiality, integrity and accessibility of Confidential Information or Personally Identifiable Information;

(b) The secure storage, access and transportation of Confidential Information or Personally Identifiable Information, including the use of encryption and multi-factor authentication;

(c) The secure and timely disposal of Confidential Information or Personally Identifiable Information, including data retention policies;



- (d) Employee training on data privacy and cybersecurity for employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;
- (e) Restrictions on access to Personally Identifying Information or Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
- (f) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information or Personally Identifying Information;
- (g) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis;
- (h) Cybersecurity insurance, which shall include, at a minimum, coverage for data compromise response, identity recovery, computer attack, cyber extortion and network security;
- (i) Data Breach investigation and incident response procedures;
- (j) Imposing disciplinary measures for violations of Confidential Information and Personally Identifiable Information policies;
- (k) Active oversight and auditing of compliance by Vendors, Registrants, or Subcontractors with 257.03(3) and with the Operator's Confidential Information and Personally Identifying Information policies.
- (l) Quarterly information system audits; and
- (m) A process for reviewing and, if necessary, updating data privacy policies at least annually.
- (2) A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information.
- (3) A Sports Wagering Operator, Sports Wagering Vendor, Sports Wagering Subcontractor, Sports Wagering Registrant, or Person to whom an Occupational License is issued shall comply with all applicable state and federal requirements for data security, including M.G.L. c. 93A, M.G.L. c. 93H, 940 CMR 3.00, 940 CMR 6.00 and 201 CMR 17.00.

257.06 : Data Breaches

- (1) In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be commenced no less than five (5) days from the discovery of the suspected breach, and completed as soon as reasonably practicable thereafter.
- (2) Following completion of the investigation specified pursuant to 257.06(1), the Sports Wagering Operator shall submit a written report to the Commission describing the suspected Data Breach and stating



whether any patron's Confidential Information or Personally Identifying Information was subjected to unauthorized access. Unless the Sports Wagering Operator shows that unauthorized access did

not occur, the Sports Wagering Operator's written report shall also detail the Operator's plan to remediate the Data Breach, mitigate its effects, and prevent Data Breaches of a similar nature from occurring in the future.

(3) Upon request by the Commission, the Sports Wagering Operator shall provide a report from a qualified third-party forensic examiner, the cost of which shall be borne by the Sports Wagering Operator being examined.

(4) In addition to the other provisions of this 205 CMR 257.06, the Sports Wagering Operator shall be required to comply with any other legal requirements applicable to such Data Breaches or suspected Data Breaches, including its obligations pursuant to G.L. c. 93H and 201 CMR 17.00.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: 60 days from effective date – October 31, 2023 (for initial waiver to review and scope out changes), TBD from effective date - expectation of at least 1 year (to implement changes to comply with the regulation).

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

This is a new regulation, the text of which was finalized on August 8, 2023, and is expected to take effect on September 1, 2023. In this regulation the Commission is proposing the creation of a first of its kind data privacy regulation specifically for the sports wagering industry. Further, multiple provisions of this regulation deviate from standards and applicable statutes and regulations found in other jurisdictions (CA, CO, CT, UT, VA) on data privacy which sports wagering operators have already developed their systems to comply with. Importantly, other jurisdictions provided up to 2 years for implementation following the respective privacy law's enactment. In fact, A similar process was used in Massachusetts for the implementation of its original data security regulations which were passed in August of 2007 with an effective date of the regulation implementing the Act of March 1, 2010. The regulations (which largely parrot the statute) themselves contained a compliance period from promulgation in November 2009 to implementation in March 2010 (see G.L. c. 93H (signed into law on August 2, 2007, effective November 5, 2007, and 201 CMR 17.05, promulgated November 13, 2009, effective March 1, 2010).

Before FanDuel can even determine how long it will take to make platform and operational changes necessary to comply with the regulation, further clarification is required from the Commission on several provisions in the regulation. Thus, FanDuel is requesting an initial waiver of this regulation for sixty (60) days during which time it will seek clarification of several of the regulations provisions to better understand the application of the regulation's provisions, many of which will be firsts. This will allow Fanduel to properly scope the magnitude of work necessary to develop and implement the product and operational changes necessary to comply with the regulation. Upon clarification of certain provisions of the regulation's application and an assessment of the product and operational changes necessary to implement the regulation, FanDuel will then seek a second waiver to make the platform changes necessary for compliance, which we expect will be at least one year in length.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP /IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:



Data privacy regulation is an evolving field. In recognition of that fact, when other jurisdictions have implemented broad new data privacy requirements, they have provided lengthy periods (often multiple years) for businesses to develop and implement solutions to comply with the statute and/or regulations. However, in this circumstance, the Commission is providing operators only 24 days from the time that the language of the regulation was finalized to seek needed clarifications, accurately interpret the language of the regulation, scope out the work necessary, and develop and implement the product and operational changes required to comply with a data privacy regulation that contains several first of its kind provisions. This is not just a hardship, but rather a technical and operational impossibility. We have included some specific areas below where the regulation is well beyond any current practice (thus requiring a complete redesign of how data privacy will be handled for Massachusetts customers) or where significant clarification from the Commission is necessary to determine what the expectations are of the solutions to be developed and implemented by operators:

205 CMR 257.02(2):

In this subsection the Commission provides that sports wagering operators must receive an opt-in for use of a patron's confidential information or personally identifiable information for purposes beyond a set of specifically identified uses. Opt-in for the use of a patron's data is not utilized in the standard data privacy provisions found in other states which have adopted data privacy statutes and regulations (like CA, CO, CT, VA) which are all based on opt-out systems. In initial discussions with product teams, the development of just the opt-in mechanism alone will take several quarters, if not longer.

205 CMR 257.02(3):

In this subsection the Commission is proposing to prohibit operators from utilizing a patron's personally identifiable information or confidential information to promote specific wagers or promotional offers based on a number of factors. It likely will take months, to identify all the possible ways that the demographic data of customers referenced in this subsection is utilized in relation to suggested wagers or promotions and then many more months or even years to develop and implement product and operational changes to ensure compliance with these novel requirements.

Below is a non-exhaustive list of potential situations impacted by the language of this subsection.

205 CMR 2507.02(3)(a) prohibits promoting or encouraging specific wagers or promotional offers based on: "a period of dormancy or non-use of a Sports Wagering Platform." This would appear to prohibit sports wagering operators from proactively contacting patrons who may have a specific preferred sport for wagering and then go dormant outside of the season for that particular sport. For example, there are many bettors who only wager during the NFL season and do not wager for the rest of the year. It appears that the language of this regulation would prohibit operators from sending a targeted promotion to these customers at the beginning of the next NFL season.

205 CMR 257.02(3)(b) prohibits promoting or encouraging specific wagers or promotional offers based on: "the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron." As "social connection" is not defined, this could mean almost any potential predicted connection based on geographic proximity, shared interest, identity, or anything else. For example, this would appear to prohibit an operator from suggesting a promotion to a new customer because a high percentage of existing customers in that zip code have taken advantage of that promotion.

205 CMR 257.02(3)(c) prohibits promoting or encouraging specific wagers or promotional offers based on: "the communications of the patron with any third party other than the operator." For example, this would appear to prohibit an operator partnering with a sports team to present a promotion, or specific wager, to customers



who have expressed support for that particular sports team (by attending a sporting or other event or by signing up for an email distribution list).

205 CMR 257.02(3)(d)(i) prohibits promoting or encouraging specific wagers or promotional offers based on: “the patron’s actual or predicted income, debt, net worth, credit history, or status as a beneficiary of government programs.” This would appear to prohibit decisions on promotions for VIP customers whereby the operator, through enhanced due diligence, likely has access to much of this information.

Once clarification has been received on the scope of these prohibitions, FanDuel will likely have to initiate multiple product changes to ensure that Massachusetts customers are not presented with the opportunity to take advantage of these promotions and wagers based upon the prohibited criteria within the app itself. Separate procedural changes will likely need to be developed and implemented for the marketing team to ensure that any direct marketing involving Massachusetts customers does not rely on any of the referenced demographic data. This will also likely require updates to customer service training as Massachusetts customers will likely be questioning why they are not being informed of the same promotions that their friends and relatives in neighboring states are receiving. Changes will also likely be necessary to VIP bonus procedures.

205 CMR 257.04(1)(d):

In this subsection the Commission is requiring that sports wagering operators allow patrons to request “The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses.” This is incredibly broad and would effectively create a situation where operators could be forced to have different processing rules for each and every Massachusetts customer. Some potential examples include:

A customer wants an operator to not share any of their information with one or more particular sports teams but does want it shared with other sports team partners of the operator.

A customer wants an operator to not share any of their information with one or more particular marketing affiliates but does not object to their information being shared with other marketing affiliates.

A customer wants an operator to not share any of their information with one or more social media sites for marketing purposes but does not object to their information being shared with certain other social media sites.

The possibilities are nearly endless and as such, this provision is unworkable as written. In fact, we are unaware of any possible solution currently available that would allow for such a detailed opt-out mechanism. We need significant clarification from the Commission on the expected scope of this requirement before we can even begin to determine the potential timeline to implement a solution.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

In addition to the above waiver request, we respectfully request the opportunity for an iterative roundtable discussion between the Commission, operators, and independent data privacy experts to review the significant implementation challenges posed by the Commission’s data privacy regulations as well and how they can be implemented in a commercially reasonable way. Additional expertise and an opportunity for direct, iterative input from operators of regulations that will have substantial impact on operations and each operator’s is not only fair to the industry in Massachusetts but will provide the best pathway to the Commission achieving its data privacy goals.



DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): FBG Enterprises Opco LLC d/b/a Fanatics Sportsbook

NAME OF INDIVIDUAL COMPILING REQUEST: Michael Levine

TITLE OF INDIVIDUAL COMPILING REQUEST: Senior Regulatory Counsel

CONTACT EMAIL ADDRESS: michael.levine@betfanatics.com

CONTACT PHONE NUMBER: 702-677-0779

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

257.01: Definitions

257.02: Data Use and Retention

257.03: Data Sharing

257.04: Patron Access

257.05: Data Program Responsibilities

257.06: Data Breaches

257.01: Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.

Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of



money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

257.02: Data Use and Retention

(1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time. Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

(b) Consent shall not be deemed to be a waiver of any of the patron's other rights.

(c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

(3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on:

(a) a period of dormancy or non-use of a Sports Wagering Platform;

(b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron;

(c) the communications of the patron with any third party other than the Operator;

(d) the patron's actual or predicted.



- i. income, debt, net worth, credit history, or status as beneficiary of governmental programs;
- ii. medical status or conditions; or
- iii. occupation.

(e) Any computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming platform more addictive;

(f) Engagement or utilization of play management options, including type of limit, frequency of engagement or utilization of play management options, and frequency of changing limits;

(g) Engagement or utilization of cooling-off options, including duration of cooling-off period, frequency of engagement or utilization of cooling-off options, and frequency of changing cooling-off periods;

(h) Engagement or utilization of any measure in addition to those described in 205 CMR

257.02(3)(f)-(g) intended to promote responsible gaming.

(4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(5) A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

257.03: Data Sharing

(1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator shares a patron's Confidential Information or Personally Identifiable Information pursuant to 257.03(1), the Operator shall take commercially reasonable measures to ensure the party receiving a patron's Confidential Information or Personally Identifiable Information keeps such data private and confidential, except as required to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity. The



party receiving such data shall only use a patron's Confidential Information or Personally Identifiable Information for the purpose(s) for which the data was shared.

(3) If a Sports Wagering Operator deems it necessary to share a patron's Confidential Information or Personally Identifiable Information with a Sports Wagering Vendor, Sports Wagering Subcontractor, or Sports Wagering Registrant in order to operate its Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, a Sports Wagering Operator shall enter into a written agreement with the Sports Wagering Vendor, Sports Wagering Subcontractor or Sports Wagering Registrant, which shall include, at a minimum, the following obligations:

(a) The protection of all Confidential Information or Personally Identifiable Information that may come into the third party's custody or control against a Data Breach;

(b) The implementation and maintenance of a comprehensive data-security program for the protection of Confidential Information and Personally Identifiable Information, which shall include, at a minimum, the following:

i. A security policy for employees relating to the storage, access and transportation of Confidential Information or Personally Identifiable Information;

ii. Restrictions on access to Personally Identifying Information and Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;

iii. A process for reviewing data security policies and measures at least annually; and

iv. An active and ongoing employee security awareness program for all employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law.

(c) The implementation, maintenance, and update of security and breach investigation and incident response procedures that are reasonably designed to protect Confidential Information and Personally Identifiable Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and

(d) A requirement that the maintenance of all Confidential Information and Personally Identifiable Information by a Vendor, Subcontractor or Registrant must meet the standards provided in 257.03.

(4) Sports Wagering Operators shall encrypt or hash and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

257.04: Patron Access

(1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.



(a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;

(b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;

(c) Updates to their Confidential Information or Personally Identifiable Information;

(d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and

(e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.

(2) A Sports Wagering Operator shall provide a written response to a request submitted pursuant to 257.04(1) that either grants or denies the request.

(a) If the Sports Wagering Operator grants the patron's request to access a copy of their Personally Identifiable Information, the Sports Wagering Operator shall provide the patron their Confidential Information or Personally Identifiable Information in a structured, commonly used and machine readable format.

(b) If the Sports Wagering Operator denies the request, the Sports Wagering Operator shall provide in its written response specific reason(s) supporting the denial and directions on how the patron may file a complaint regarding the denial with the Commission.

(3) A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if it is no longer necessary to retain the patron's Confidential Information or Personally Identifiable Information (or to retain the patron's Confidential Information or Personally Identifiable Information without the requested restriction) to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.; and

(a) The patron withdraws their consent to the Sports Wagering Operator's retention of their Confidential Information or Personally Identifiable Information;

(b) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;

(c) The patron's Confidential Information or Personally Identifiable Information was used in violation of 205 CMR 257.00; or

(d) Restriction or erasure is necessary to comply with an order from the Commission or a court.

(4) If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a



Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request commercially reasonable confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity. (5) An Operator, or a Vendor, Registrant or Subcontractor of an Operator shall not require a Patron to enter into an agreement waiving any of the Patron's rights under this Section 257.

257.05: Data Program Responsibilities

(1) A Sports Wagering Operator shall develop, implement and maintain comprehensive administrative, technical and physical data privacy and security policies appropriate to the size and scope of business and addressing, at a minimum:

- (a) Practices to protect the confidentiality, integrity and accessibility of Confidential Information or Personally Identifiable Information;
- (b) The secure storage, access and transportation of Confidential Information or Personally Identifiable Information, including the use of encryption and multi-factor authentication;
- (c) The secure and timely disposal of Confidential Information or Personally Identifiable Information, including data retention policies;
- (d) Employee training on data privacy and cybersecurity for employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;
- (e) Restrictions on access to Personally Identifying Information or Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
- (f) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information or Personally Identifying Information;
- (g) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis;
- (h) Cybersecurity insurance, which shall include, at a minimum, coverage for data compromise response, identity recovery, computer attack, cyber extortion and network security;
- (i) Data Breach investigation and incident response procedures;
- (j) Imposing disciplinary measures for violations of Confidential Information and Personally Identifiable Information policies;



(k) Active oversight and auditing of compliance by Vendors, Registrants, or Subcontractors with 257.03(3) and with the Operator's Confidential Information and Personally Identifying Information policies.

(l) Quarterly information system audits; and

(m) A process for reviewing and, if necessary, updating data privacy policies at least annually.

(2) A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information.

(3) A Sports Wagering Operator, Sports Wagering Vendor, Sports Wagering Subcontractor, Sports Wagering Registrant, or Person to whom an Occupational License is issued shall comply with all applicable state and federal requirements for data security, including M.G.L. c. 93A, M.G.L. c. 93H, 940 CMR 3.00, 940 CMR 6.00 and 201 CMR 17.00.

257.06: Data Breaches

(1) In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be commenced no less than five (5) days from the discovery of the suspected breach, and completed as soon as reasonably practicable thereafter.

(2) Following completion of the investigation specified pursuant to 257.06(1), the Sports Wagering Operator shall submit a written report to the Commission describing the suspected Data Breach and stating whether any patron's Confidential Information or Personally Identifying Information was subjected to unauthorized access. Unless the Sports Wagering Operator shows that unauthorized access did not occur, the Sports Wagering Operator's written report shall also detail the Operator's plan to remediate the Data Breach, mitigate its effects, and prevent Data Breaches of a similar nature from occurring in the future.

(3) Upon request by the Commission, the Sports Wagering Operator shall provide a report from a qualified third-party forensic examiner, the cost of which shall be borne by the Sports Wagering Operator being examined.

(4) In addition to the other provisions of this 205 CMR 257.06, the Sports Wagering Operator shall be required to comply with any other legal requirements applicable to such Data Breaches or suspected Data Breaches, including its obligations pursuant to G.L. c. 93H and 201 CMR 17.00.



REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH:

Initial waiver requested through October 31, 2023.

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

FBG Enterprises Ocpo LLC d/b/a/ Fanatics Betting & Gaming (“FBG”) respectfully requests a waiver from compliance with the Massachusetts’ Sports Wagering Data Privacy regulations (205 CMR 257) in order to fully understand the breadth of regulation. Section 257 appears to contain a highly complex set of privacy requirements that go beyond what are contained in other current privacy laws, rules, and regulations. That, combined with the fact that FBG did not receive a copy of the final regulations until August 10, 2023, makes it exceedingly difficult for FBG to fully and presently assess the extent of the changes needed to comply with Section 257 by August 14, 2023, and hence the request for this initial sixty (60) day waiver.

By way of example, it’s possible FBG will need to meaningfully reengineer its platform to separately collect from patrons Section 257’s newly required data use consent(s) (See 205 CMR 257.02). Given the seemingly unique requirements under Section 257 for obtaining such consent(s), FBG could need to develop and build an entirely custom experience to optimize and make it functional for Massachusetts patrons. Further, FBG will have to address the requirements not only for new patrons, but also existing ones.

Similarly, compliance with Section 257 could potentially require significant changes to FBG’s back-end operations. For example, FBG’s data related systems and services may need to be (re)engineered to collect, receive, and/or process Section 257’s distinctive data use and retention restrictions; a reconfiguration of FBG’s existing data governance program and technical tooling may be needed to account for the scope of data to which Section 257 applies; and a potential new program will have to be evaluated to address Section 257’s specific responsible gaming data processing and reporting requirements.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

If FBG’s request for a waiver is denied, it could meaningfully impact both FBG and its Massachusetts patrons.

As noted above, Section 257’s requirements, as currently drafted, may dictate meaningful changes to the FBG platform and its operations. FBG cannot know today if it is currently able to support full compliance with Section 257. The time and resources needed to assess, develop, build, test, and deploy potential changes to the FBG platform and operations could be considerable. If forced to comply with Section 257 now, significant personnel, financial, and technical resources will have to be immediately reallocated to make the changes potentially dictated by Section 257. This will come at the expense of other patron-focused activities, including other data and privacy related projects.

Compliance with Section 257 now could also significantly impact Massachusetts patrons. For example, Section 257 contains distinct and complex requirements relating to patron rights over their data and the ability of FBG to use such data. Assurance that patrons understand those rights, can exercise them, and that FBG will honor them as expected, requires an investment of time, resources, and personnel. Without a waiver, and especially given the date by which FBG received the final regulations, FBG may not be able in time to fully achieve the investment Section 257 requires and that accords with FBG’s commitment to patron privacy.



In that case, and without a waiver, FBG may be forced to take any number of actions with respect to Massachusetts patrons to ensure compliance. That includes shutting off several otherwise compliant data processing activities that rely on patron data and that are for the benefit of Massachusetts patrons. For example, the provision of loyalty and other patron requested programs may have to be turned off. These actions will adversely affect FBG and its competitive position and its patrons.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

During the waiver period, FBG will continue to process Massachusetts patron data in a compliant way and provide users with information, control, and choice over their data as described in its privacy policy.

If the Commission has any questions, or would find any further detail helpful, FBG would be happy to meet and/or provide it at the Commission’s request and convenience. In addition, FBG is respectfully requesting the opportunity to join other Sports Wagering Operators in Massachusetts to provide additional color and context on the colossal impact Section 257 may have on the industry and Massachusetts customers as a whole.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Blue Tarp ReDevelopment, LLC
d/b/a MGM Springfield

NAME OF INDIVIDUAL COMPILING REQUEST: Scott A. Ratliff

TITLE OF INDIVIDUAL COMPILING REQUEST: Manager of Compliance

CONTACT EMAIL ADDRESS: sratliff@empirecitycasino.com

CONTACT PHONE NUMBER: (914) 642-5348

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
akim@mgmspringfield.com, dmiller@mgmspringfield.com

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257.00

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

205 CMR 257: SPORTS WAGERING DATA PRIVACY

- 257.01 : Definitions
- 257.02 : Data Use and Retention
- 257.03: Data Sharing
- 257.04: Patron Access
- 257.05: Data Program Responsibilities
- 257.06: Data Breaches

257.01:Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.



Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

257.02: Data Use and Retention

(1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

(b) Consent shall not be deemed to be a waiver of any of the patron's other rights.

(c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

(4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

...
257.03 : Data Sharing



(1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: 60 days from when the final version of 205 CMR 257 Sports Wagering Data Privacy is posted to the Massachusetts Registry.

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

The requirements of 205 CMR 257 are materially different than what has been implemented in other jurisdictions our sports wagering platform provider, BetMGM, operates. We require time and opportunity to work with BetMGM to discuss with the Massachusetts Gaming Commission the expectations of these regulations, as well as determine the technical solutions required to implement the regulations.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

The regulations require significant and substantial technological work that cannot reasonably be completed by September 1, 2023. Protecting our patrons is our first priority, and current deadline will not provide enough time to ensure a secure system to do just that. MGM Springfield would not fully comply with 205 CMR 257 Sports Wagering Privacy.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

MGM Springfield is requesting a sixty (60) day exception to allow our technology vendor, BetMGM to request further guidance from MGC before they undertake a project that could potentially take multiple years of resources to fully complete.



DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Blue Tarp ReDevelopment, LLC
d/b/a MGM Springfield

NAME OF INDIVIDUAL COMPILING REQUEST: Scott A. Ratliff

TITLE OF INDIVIDUAL COMPILING REQUEST: Manager of Compliance

CONTACT EMAIL ADDRESS: sratliff@empirecitycasino.com

CONTACT PHONE NUMBER: (914) 642-5348

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
akim@mgmspringfield.com, dmiller@mgmspringfield.com

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 238

REGULATION SECTION TITLE: 238.02(7)(l) and (m)

REGULATION LANGUAGE/TEXT:

(l) A plan, as required by 205 CMR 257, to safeguard Confidential Information and Personally Identifiable Information and to ensure compliance with the requirements of 205 CMR 257.00, G.L. c. 93H, G.L. c. 93I, 201 CMR 17, and any other applicable law, regulation or order of a governmental body regarding data privacy and security; and

(m) A description of the Operator's use of computerized algorithms, automated decision-making, machine learning, artificial intelligence, or any similar system, which shall include, at a minimum a description of permissible and impermissible uses of such practices and capabilities, the purposes for which they are used and the types of input and output data and an accounting of the source of each, and a description of how the Operator may use such systems to minimize risky play behavior.



REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH:

60 days from when the final version of 205 CMR 257 Sports Wagering Data Privacy is posted to the Massachusetts Registry.

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

MGM Springfield internal controls would not comply due to the changes that require significant technical and product development by our technology vendor, BetMGM.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

MGM Springfield would not fully comply with the recently adopted 205 CMR 257 Sports Wagering Privacy regulation.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

MGM Springfield is requesting a sixty (60) day exception to allow our technology vendor, BetMGM to request further guidance from MGC before they undertake a project that could potentially take multiple years of resources to fully complete.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Penn Sports Interactive

NAME OF INDIVIDUAL COMPILING REQUEST: Adam Kates

TITLE OF INDIVIDUAL COMPILING REQUEST: Sr. Director, Compliance

CONTACT EMAIL ADDRESS: adam.kates@thescore.com

CONTACT PHONE NUMBER: 416-479-8812 ext. 2728

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
N/A

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

205 CMR 257: SPORTS WAGERING DATA PRIVACY

257.01: Definitions

257.02: Data Use and Retention

257.03: Data Sharing

257.04: Patron Access

257.05: Data Program Responsibilities

257.06: Data Breaches

257.01: Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.

Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the



identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information.

Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

257.02: Data Use and Retention

(1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

(b) Consent shall not be deemed to be a waiver of any of the patron's other rights.

(c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

(3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on:

(a) a period of dormancy or non-use of a Sports Wagering Platform;

(b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron;

(c) the communications of the patron with any third party other than the Operator;

(d) the patron's actual or predicted.

i. income, debt, net worth, credit history, or status as beneficiary of governmental programs;

ii. medical status or conditions; or

iii. occupation.

(e) Any computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming platform more addictive;

(f) Engagement or utilization of play management options, including type of limit, frequency of engagement or utilization of play management options, and frequency of changing limits;

(g) Engagement or utilization of cooling-off options, including duration of cooling-off period, frequency of engagement or utilization of cooling-off options, and frequency of changing cooling-off periods;

(h) Engagement or utilization of any measure in addition to those described in 205 CMR 257.02(3)(f)-(g) intended to promote responsible gaming.



(4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes..

(5) A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

257.03: Data Sharing

(1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator shares a patron's Confidential Information or Personally Identifiable Information pursuant to 257.03(1), the Operator shall take commercially reasonable measures to ensure the party receiving a patron's Confidential Information or Personally Identifiable Information keeps such data private and confidential, except as required to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity. The party receiving such data shall only use a patron's Confidential Information or Personally Identifiable Information for the purpose(s) for which the data was shared.

(3) If a Sports Wagering Operator deems it necessary to share a patron's Confidential Information or Personally Identifiable Information with a Sports Wagering Vendor, Sports Wagering Subcontractor, or Sports Wagering Registrant in order to operate its Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, a Sports Wagering Operator shall enter into a written agreement with the Sports Wagering Vendor, Sports Wagering Subcontractor or Sports Wagering Registrant, which shall include, at a minimum, the following obligations:

(a) The protection of all Confidential Information or Personally Identifiable Information that may come into the third party's custody or control against a Data Breach;

(b) The implementation and maintenance of a comprehensive data-security program for the protection of Confidential Information and Personally Identifiable Information, which shall include, at a minimum, the following:

i. A security policy for employees relating to the storage, access and transportation of Confidential Information or Personally Identifiable Information;

ii. Restrictions on access to Personally Identifying Information and Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;

iii. A process for reviewing data security policies and measures at least annually; and

iv. An active and ongoing employee security awareness program for all employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such



employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law.

(c) The implementation, maintenance, and update of security and breach investigation and incident response procedures that are reasonably designed to protect Confidential Information and Personally Identifiable Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and

(d) A requirement that the maintenance of all Confidential Information and Personally Identifiable Information by a Vendor, Subcontractor or Registrant must meet the standards provided in 257.03.

(4) Sports Wagering Operators shall encrypt or hash and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

257.04: Patron Access

(1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

(a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;

(b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;

(c) Updates to their Confidential Information or Personally Identifiable Information;

(d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and

(e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.

(2) A Sports Wagering Operator shall provide a written response to a request submitted pursuant to 257.04(1) that either grants or denies the request.

(a) If the Sports Wagering Operator grants the patron's request to access a copy of their Personally Identifiable Information, the Sports Wagering Operator shall provide the patron their Confidential Information or Personally Identifiable Information in a structured, commonly used and machine readable format.

(b) If the Sports Wagering Operator denies the request, the Sports Wagering Operator shall provide in its written response specific reason(s) supporting the denial and directions on how the patron may file a complaint regarding the denial with the Commission.

(3) A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if it is no longer necessary to retain the patron's Confidential Information or Personally Identifiable Information (or to retain the patron's Confidential Information or Personally Identifiable Information without the requested restriction) to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.; and

(a) The patron withdraws their consent to the Sports Wagering Operator's retention of their Confidential Information or Personally Identifiable Information;

(b) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;

(c) The patron's Confidential Information or Personally Identifiable Information was used in violation of 205 CMR 257.00; or



- (d) Restriction or erasure is necessary to comply with an order from the Commission or a court.
- (4) If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request commercially reasonable confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.
- (5) An Operator, or a Vendor, Registrant or Subcontractor of an Operator shall not require a Patron to enter into an agreement waiving any of the Patron's rights under this Section 257.

257.05: Data Program Responsibilities

- (1) A Sports Wagering Operator shall develop, implement and maintain comprehensive administrative, technical and physical data privacy and security policies appropriate to the size and scope of business and addressing, at a minimum:
- (a) Practices to protect the confidentiality, integrity and accessibility of Confidential Information or Personally Identifiable Information;
 - (b) The secure storage, access and transportation of Confidential Information or Personally Identifiable Information, including the use of encryption and multi-factor authentication;
 - (c) The secure and timely disposal of Confidential Information or Personally Identifiable Information, including data retention policies;
 - (d) Employee training on data privacy and cybersecurity for employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;
 - (e) Restrictions on access to Personally Identifying Information or Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;
 - (f) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information or Personally Identifying Information;
 - (g) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis;
 - (h) Cybersecurity insurance, which shall include, at a minimum, coverage for data compromise response, identity recovery, computer attack, cyber extortion and network security;
 - (i) Data Breach investigation and incident response procedures;
 - (j) Imposing disciplinary measures for violations of Confidential Information and Personally Identifiable Information policies;
 - (k) Active oversight and auditing of compliance by Vendors, Registrants, or Subcontractors with 257.03(3) and with the Operator's Confidential Information and Personally Identifying Information policies.
- (l) Quarterly information system audits; and
- (m) A process for reviewing and, if necessary, updating data privacy policies at least annually.
- (2) A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally



Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information. (3) A Sports Wagering Operator, Sports Wagering Vendor, Sports Wagering Subcontractor, Sports Wagering Registrant, or Person to whom an Occupational License is issued shall comply with all applicable state and federal requirements for data security, including M.G.L. c. 93A, M.G.L. c. 93H, 940 CMR 3.00, 940 CMR 6.00 and 201 CMR 17.00.

257.06: Data Breaches

- (1) In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be commenced no less than five (5) days from the discovery of the suspected breach, and completed as soon as reasonably practicable thereafter.
- (2) Following completion of the investigation specified pursuant to 257.06(1), the Sports Wagering Operator shall submit a written report to the Commission describing the suspected Data Breach and stating whether any patron's Confidential Information or Personally Identifying Information was subjected to unauthorized access. Unless the Sports Wagering Operator shows that unauthorized access did not occur, the Sports Wagering Operator's written report shall also detail the Operator's plan to remediate the Data Breach, mitigate its effects, and prevent Data Breaches of a similar nature from occurring in the future.
- (3) Upon request by the Commission, the Sports Wagering Operator shall provide a report from a qualified third-party forensic examiner, the cost of which shall be borne by the Sports Wagering Operator being examined.
- (4) In addition to the other provisions of this 205 CMR 257.06, the Sports Wagering Operator shall be required to comply with any other legal requirements applicable to such Data Breaches or suspected Data Breaches, including its obligations pursuant to G.L. c. 93H and 201 CMR 17.00.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: October 15, 2023

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

Penn Sports Interactive ("PSI") respectfully requests a temporary waiver of the requirements of 205 CMR 257 until October 15, 2023, in order to fully assess this newly approved regulation and determine the extent of product development that will be necessary to implement a compliant solution. PSI anticipates a second waiver forthcoming with a more specific timeframe after it completes its initial assessment of the regulation. PSI would welcome the opportunity for an industry roundtable with the Commission in order to fully discuss the implications of 205 CMR 257 and the Commission's expectations for implementation.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:



This extension is being requested to allow additional time for PSI to adequately assess the final requirements of 205 CMR 257, which was approved by the Commission on August 8, 2023. This extension would provide necessary additional time to determine the extent of product development required to comply with this new regulation, as well as to identify a feasible timeline for implementation in the Commonwealth.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

PSI anticipates that there may be significant product development needed to comply with this new regulation and would like to provide the Commission with more information. For that reason, PSI requests the opportunity to discuss the meaning and expectations of 205 CMR 257 at an industry roundtable with the Commissioners.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): Plainridge Park Casino

NAME OF INDIVIDUAL COMPILING REQUEST: Lisa McKenney

TITLE OF INDIVIDUAL COMPILING REQUEST: Compliance Manager

CONTACT EMAIL ADDRESS: Lisa.McKenney@pennentertainment.com

CONTACT PHONE NUMBER: 508-576-4409

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):
N/A

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: Sports Wagering Data Privacy

REGULATION LANGUAGE/TEXT:

205 CMR 257: SPORTS WAGERING DATA PRIVACY

257.01: Definitions

257.02: Data Use and Retention

257.03: Data Sharing

257.04: Patron Access

257.05: Data Program Responsibilities

257.06: Data Breaches

257.01: Definitions

As used in 205 CMR 257.00, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

Data Breach means Breach of Security as that phrase is defined in M.G.L. c. 93H, § 1.

Confidential Information means information related to a Sports Wagering Account, the placing of any Wager or any other sensitive information related to the operation of Sports Wagering including the amount credited to, debited from, withdrawn from, or present in any particular Sports Wagering Account; the amount of money Wagered by a particular patron on any event or series of events; the unique patron ID or username and authentication credentials that identify the patron; the



identities of particular Sporting Events on which the patron is Wagering or has Wagered, or the location from which the patron is Wagering, has Wagered, or has accessed their Sports Wagering Account. Confidential Information may also include Personally Identifiable Information. Personally Identifiable Information means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular patron, individual or household. Personally Identifiable Information includes, but is not limited to, Personal Information as that phrase is defined in M.G.L. c. 93H and 201 CMR 17.00. Personally Identifiable Information may also include Confidential Information.

257.02: Data Use and Retention

(1) A Sports Wagering Operator shall only use Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent.

(b) Consent shall not be deemed to be a waiver of any of the patron's other rights.

(c) The option to withdraw such consent must be clearly and conspicuously available to the patron on the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm withdrawal of consent more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.

(3) A Sports Wagering Operator may not use a patron's Personally Identifiable Information or Confidential Information, or any information derived from it, to promote or encourage specific wagers or promotional offers based on:

(a) a period of dormancy or non-use of a Sports Wagering Platform;

(b) the wagers made or promotional offers accepted by other patrons with a known or predicted social connection to the patron;

(c) the communications of the patron with any third party other than the Operator;

(d) the patron's actual or predicted.

i. income, debt, net worth, credit history, or status as beneficiary of governmental programs;

ii. medical status or conditions; or

iii. occupation.

(e) Any computerized algorithm, automated decision-making, machine learning, artificial intelligence, or similar system that is known or reasonably expected to make the gaming platform more addictive;

(f) Engagement or utilization of play management options, including type of limit, frequency of engagement or utilization of play management options, and frequency of changing limits;

(g) Engagement or utilization of cooling-off options, including duration of cooling-off period, frequency of engagement or utilization of cooling-off options, and frequency of changing cooling-off periods;

(h) Engagement or utilization of any measure in addition to those described in 205 CMR 257.02(3)(f)-(g) intended to promote responsible gaming.

(4) A Sports Wagering Operator shall only retain a patron's Confidential Information and Personally Identifiable Information as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports



Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes..

(5) A Sports Wagering Operator shall collect and aggregate patrons' Confidential Information and Personally Identifiable Information to analyze patron behavior for the purposes of identifying and developing programs and interventions to promote responsible gaming and support problem gamblers, and to monitor and deter Sports Wagering in violation of G.L. c. 23N and 205 CMR. The Sports Wagering Operator shall provide a report to the Commission at least every six months on the Sports Wagering Operator's compliance with this subsection, including the trends observed in this data and the Sports wagering Operator's efforts to mitigate potential addictive behavior.

257.03: Data Sharing

(1) A Sports Wagering Operator shall not share a patron's Confidential Information or Personally Identifiable Information with any third party except as necessary to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.

(2) If a Sports Wagering Operator shares a patron's Confidential Information or Personally Identifiable Information pursuant to 257.03(1), the Operator shall take commercially reasonable measures to ensure the party receiving a patron's Confidential Information or Personally Identifiable Information keeps such data private and confidential, except as required to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity. The party receiving such data shall only use a patron's Confidential Information or Personally Identifiable Information for the purpose(s) for which the data was shared.

(3) If a Sports Wagering Operator deems it necessary to share a patron's Confidential Information or Personally Identifiable Information with a Sports Wagering Vendor, Sports Wagering Subcontractor, or Sports Wagering Registrant in order to operate its Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform or to comply with M.G.L. c. 23N, 205 CMR, any other applicable law, regulation, court order, subpoena, or civil investigative demand of a governmental entity, a Sports Wagering Operator shall enter into a written agreement with the Sports Wagering Vendor, Sports Wagering Subcontractor or Sports Wagering Registrant, which shall include, at a minimum, the following obligations:

(a) The protection of all Confidential Information or Personally Identifiable Information that may come into the third party's custody or control against a Data Breach;

(b) The implementation and maintenance of a comprehensive data-security program for the protection of Confidential Information and Personally Identifiable Information, which shall include, at a minimum, the following:

i. A security policy for employees relating to the storage, access and transportation of Confidential Information or Personally Identifiable Information;

ii. Restrictions on access to Personally Identifying Information and Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;

iii. A process for reviewing data security policies and measures at least annually; and

iv. An active and ongoing employee security awareness program for all employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law.



- (c) The implementation, maintenance, and update of security and breach investigation and incident response procedures that are reasonably designed to protect Confidential Information and Personally Identifiable Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
 - (d) A requirement that the maintenance of all Confidential Information and Personally Identifiable Information by a Vendor, Subcontractor or Registrant must meet the standards provided in 257.03.
- (4) Sports Wagering Operators shall encrypt or hash and protect, including through the use of multi-factor authentication, from incomplete transmission, misrouting, unauthorized message modification, disclosure, duplication or replay all Confidential Information and Personally Identifiable Information.

257.04: Patron Access

- (1) Patrons shall be provided with a method to make the requests in 205 CMR 257.04(1)(a)-(e). The request must be clearly and conspicuously available to the patron online through the Sports Wagering Operator's Sports Wagering Platform. A patron shall not be required to confirm their request more than once, and no intervening pages (other than those needed to confirm withdrawal of consent) or offers will be presented to the patron before such confirmation is presented to the patron.
- (a) A description as to how their Confidential Information or Personally Identifiable Information is being used, including confirmation that such Confidential Information or Personally Identifiable Information is being used in accordance with this Section 205 CMR 257;
 - (b) Access to a copy of their Confidential Information or Personally Identifiable Information maintained by the Operator or a Vendor, Subcontractor, or Registrant of the Operator;
 - (c) Updates to their Confidential Information or Personally Identifiable Information;
 - (d) The imposition of additional restriction on the use of their Confidential Information or Personally Identifiable Information for particular uses; and
 - (e) That their Confidential Information or Personally Identifiable Information be erased when it is no longer required to be retained by applicable law or Court order.
- (2) A Sports Wagering Operator shall provide a written response to a request submitted pursuant to 257.04(1) that either grants or denies the request.
- (a) If the Sports Wagering Operator grants the patron's request to access a copy of their Personally Identifiable Information, the Sports Wagering Operator shall provide the patron their Confidential Information or Personally Identifiable Information in a structured, commonly used and machine readable format.
 - (b) If the Sports Wagering Operator denies the request, the Sports Wagering Operator shall provide in its written response specific reason(s) supporting the denial and directions on how the patron may file a complaint regarding the denial with the Commission.
- (3) A Sports Wagering Operator shall grant the patron's request to impose a restriction or erase their Confidential Information or Personally Identifiable Information if it is no longer necessary to retain the patron's Confidential Information or Personally Identifiable Information (or to retain the patron's Confidential Information or Personally Identifiable Information without the requested restriction) to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity, to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity, debug to identify and repair errors, to investigate, respond to and defend against filed legal claims, and for other reasonable safety and security purposes.; and
- (a) The patron withdraws their consent to the Sports Wagering Operator's retention of their Confidential Information or Personally Identifiable Information;
 - (b) There is no overriding legal interest to retaining the patron's Confidential Information or Personally Identifiable Information;
 - (c) The patron's Confidential Information or Personally Identifiable Information was used in violation of 205 CMR 257.00; or
 - (d) Restriction or erasure is necessary to comply with an order from the Commission or a court.



(4) If the Sports Wagering Operator grants the patron's request to erase their Confidential Information or Personally Identifiable Information, the Sports Wagering Operator shall erase the patron's Personally Identifiable Information or Confidential from all storage media it is currently using to operate a Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform, including HDD, SDD, flash, mobile, cloud, virtual, RAID, LUN, hard disks, solid state memory, and other devices. The Sports Wagering Operator shall also request commercially reasonable confirmation of deletion from any Vendor, Registrant, or Subcontractor who received the patron's Confidential Information or Personally Identifiable Information from the Sports Wagering Operator. Notwithstanding, the foregoing, the Sports Wagering Operator shall not erase a patron's Confidential Information or Personally Identifiable Information on backup or storage media used to ensure the integrity of the Sports Wagering Area, Sports Wagering Facility or Sports Wagering Platform from technology failure or to comply with its data retention schedule or to comply with M.G.L. c. 23N, 205 CMR, or any other applicable law, regulation, court order, subpoena or civil investigative demand of a governmental entity.

(5) An Operator, or a Vendor, Registrant or Subcontractor of an Operator shall not require a Patron to enter into an agreement waiving any of the Patron's rights under this Section 257.

257.05: Data Program Responsibilities

(1) A Sports Wagering Operator shall develop, implement and maintain comprehensive administrative, technical and physical data privacy and security policies appropriate to the size and scope of business and addressing, at a minimum:

(a) Practices to protect the confidentiality, integrity and accessibility of Confidential Information or Personally Identifiable Information;

(b) The secure storage, access and transportation of Confidential Information or Personally Identifiable Information, including the use of encryption and multi-factor authentication;

(c) The secure and timely disposal of Confidential Information or Personally Identifiable Information, including data retention policies;

(d) Employee training on data privacy and cybersecurity for employees who may have access to Confidential Information or Personally Identifiable Information that, at a minimum, advises such employees of the confidentiality of the data, the safeguards required to protect the data and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;

(e) Restrictions on access to Personally Identifying Information or Confidential Information, including the area where such records are kept, secure passwords for electronically stored records and the use of multi-factor authentication;

(f) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information or Personally Identifying Information;

(g) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis;

(h) Cybersecurity insurance, which shall include, at a minimum, coverage for data compromise response, identity recovery, computer attack, cyber extortion and network security;

(i) Data Breach investigation and incident response procedures;

(j) Imposing disciplinary measures for violations of Confidential Information and Personally Identifiable Information policies;

(k) Active oversight and auditing of compliance by Vendors, Registrants, or Subcontractors with 257.03(3) and with the Operator's Confidential Information and Personally Identifying Information policies.

(l) Quarterly information system audits; and

(m) A process for reviewing and, if necessary, updating data privacy policies at least annually.

(2) A Sports Wagering Operator shall maintain on its website and Sports Wagering Platform a readily accessible copy of a written policy explaining to a patron the Confidential Information and Personally Identifiable Information that is required to be collected by the Sports Wagering Operator, the purpose for



which Confidential Information or Personally Identifiable Information is being collected, the conditions under which a patron's Confidential Information or Personally Identifiable Information may be disclosed, and the measures implemented to otherwise protect a patron's Confidential Information or Personally Identifiable Information. A Sports Wagering Operator shall require a patron to agree to the policy prior to collecting any Confidential Information or Personally Identifiable Information, and require a patron to agree to any material updates. Agreement to this policy shall not constitute required consent for any additional uses of information. (3) A Sports Wagering Operator, Sports Wagering Vendor, Sports Wagering Subcontractor, Sports Wagering Registrant, or Person to whom an Occupational License is issued shall comply with all applicable state and federal requirements for data security, including M.G.L. c. 93A, M.G.L. c. 93H, 940 CMR 3.00, 940 CMR 6.00 and 201 CMR 17.00.

257.06: Data Breaches

- (1) In the event of a suspected Data Breach involving a patron's Confidential Information or Personally Identifiable Information, a Sports Wagering Operator shall immediately notify the Commission and commence an investigation of the suspected Data Breach, which shall be commenced no less than five (5) days from the discovery of the suspected breach, and completed as soon as reasonably practicable thereafter.
- (2) Following completion of the investigation specified pursuant to 257.06(1), the Sports Wagering Operator shall submit a written report to the Commission describing the suspected Data Breach and stating whether any patron's Confidential Information or Personally Identifying Information was subjected to unauthorized access. Unless the Sports Wagering Operator shows that unauthorized access did not occur, the Sports Wagering Operator's written report shall also detail the Operator's plan to remediate the Data Breach, mitigate its effects, and prevent Data Breaches of a similar nature from occurring in the future.
- (3) Upon request by the Commission, the Sports Wagering Operator shall provide a report from a qualified third-party forensic examiner, the cost of which shall be borne by the Sports Wagering Operator being examined.
- (4) In addition to the other provisions of this 205 CMR 257.06, the Sports Wagering Operator shall be required to comply with any other legal requirements applicable to such Data Breaches or suspected Data Breaches, including its obligations pursuant to G.L. c. 93H and 201 CMR 17.00.

REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH: October 15, 2023

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

Plainridge Park Casino ("PPC") respectfully requests a temporary waiver of the requirements of 205 CMR 257 until October 15, 2023, to fully assess this newly approved regulation and determine the extent of its impact on PPC's current retail sports wagering operations to ensure the requirements are implemented in a compliant manner. PPC anticipates additional waiver requests may be forthcoming with more specificity after it completes its initial assessment of the regulation. PPC would welcome the opportunity for an industry roundtable with the Commission in order to fully discuss the implications of 205 CMR 257 and the Commission's expectations for implementation.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:



This extension is being requested to allow additional time for PPC to adequately assess the final requirements of 205 CMR 257, which was approved by the Commission on August 8, 2023. This extension would provide necessary additional time to determine the extent of the impact of this new regulation to ensure PPC remains compliant in its retail sports wagering operations, as well as to identify a feasible timeline for implementation of any new or additional measures that will be required in the Commonwealth.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

PPC anticipates that there may be significant process change and additional development needed to comply with this new regulation and would like to provide the Commission with more information. For that reason, PPC requests the opportunity to discuss the meaning and expectations of 205 CMR 257 at an industry roundtable with the Commissioners.

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





MASSACHUSETTS GAMING COMMISSION WAIVER/VARIANCE REQUEST FORM

In accordance with 205 CMR 202.03; 205 CMR 102.03(4)

Please fill out and address all areas of the form with blue section headers. If a specific line does not apply to the request, please place 'NA' in the response field. Each section will extend to accommodate large answers.

CONTACT INFORMATION

DATE: 8/14/2023

NAME OF LICENSEE / OPERATOR (REQUESTING ENTITY): WSI US, LLC, dba WynnBET

NAME OF INDIVIDUAL COMPILING REQUEST: Jacqueline Hunter

TITLE OF INDIVIDUAL COMPILING REQUEST: AVP, Product Compliance

CONTACT EMAIL ADDRESS: Jacqueline.Hunter@wynnbet.com

CONTACT PHONE NUMBER: 702-770-7614

EMAIL/PHONE NUMBER FOR PROVIDING DECISION (IF DIFFERENT FROM CONTACT):

REGULATION INFORMATION

SPECIFIC REGULATION (#) FOR WHICH WAIVER IS REQUESTED: 205 CMR 257

REGULATION SECTION TITLE: 257.02(2)(a)

REGULATION LANGUAGE/TEXT:

(2) If a Sports Wagering Operator seeks to use a patron's Confidential Information or Personally Identifiable Information for purposes beyond those specified in 257.02(1), a Sports Wagering Operator shall obtain the patron's consent, which may be withdrawn at any time.

(a) Such consent must be clear, conspicuous, and received apart from any other agreement or approval of the patron. Acceptance of general or broad terms of use or similar documents that purport to permit the sharing of Confidential Information or Personally Identifiable Information in the same document shall not constitute adequate consent, nor shall hovering over, muting, pausing, pre-selecting, or closing a given piece of content without affirmative indication of consent



REASON FOR REQUEST OF WAIVER

DATE(S)/ TIMEFRAME WAIVER IS REQUESTED THROUGH:

Scoping effort is currently underway

Per 205 CMR 102.03(4)(b)

PLEASE EXPLAIN THE BASIS FOR THE PROPOSED WAIVER/VARIANCE SOUGHT:

Additional time is required in order to scope the full extent of the use of PII beyond what is specified in 257.02(1) and the development timeline required to comply.

Per 205 CMR 102.03 (4)(a)(4)

PLEASE INDICATE THE SUBSTANTIAL HARDSHIP/IMPACT YOUR ENTITY WOULD INCUR IF WAIVER/VARIANCE IS NOT APPROVED BY COMMISSION:

Potential inability to obtain patron releases in a timely fashion could impact related marketing opportunities, promotion offerings, and other aspects of patron communication.

ADDITIONAL JUSTIFICATION/EXPLANATION FOR REQUEST:

DETERMINATION

Pursuant to 205 CMR 102.03(4)(a), and 205 CMR 202.03(2), the Commission may waive or grant a variance if the Commission finds that:

1. Granting the waiver or variance is consistent with the purposes of M.G.L. c. 23K and c. 23N;
2. Granting the waiver or variance will not interfere with the ability of the commission or the bureau to fulfill its duties;
3. Granting the waiver or variance will not adversely affect the public interest; and
4. Not granting the waiver or variance would cause a substantial hardship to the person requesting the waiver or variance.

Pursuant to 205 CMR 102.03 (4)(c), any waiver request not acted on by the Commission within 60 days of filing shall be deemed denied.





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

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 11, 2023

RE: Update to licensee's house rules

Under 205 CMR 247.02(4) <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download> the Commission reviews all changes proposed by a licensee to their house rules. A Sports Wagering Operator shall not change or modify the House Rules without the prior written approval of the Commission. Failure by an Operator to act in accordance with its House Rules may result in disciplinary action.

EXECUTIVE SUMMARY:

Encore Boston Harbor has requested additions to their house rules.

The additions are as follows:

General Rules adding #14:

14) Winning wagers are rounded up to nearest penny (.01).

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and has no reservations about moving forward on approving these changes.



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

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 11, 2023

RE: Update to licensee's house rules

Under 205 CMR 247.02(4) <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download> the Commission reviews all changes proposed by a licensee to their house rules. A Sports Wagering Operator shall not change or modify the House Rules without the prior written approval of the Commission. Failure by an Operator to act in accordance with its House Rules may result in disciplinary action.

EXECUTIVE SUMMARY:

Plainridge Park Casino has requested additions to their house rules.

The additions are as follows:

- Section A, Introduction, #14:
 - In the event of any palpable errors including computer, algorithm or software malfunctions or mechanical, typing, technical, or human errors made by Barstool Sportsbook and/or its affiliates, partners or third-party licensors, which lead to erroneous odds or obvious price errors, then in such cases all bets will be deemed void with MGC approval, or in the sole discretion of Barstool Sportsbook, the bet will be paid out in accordance with the correct odds or price.
- Section A, Introduction, #16:
 - For in-play wagering, due to varying communication speeds or broadcast transmission latencies:
 - i. Updates of the displayed information may put you at a disadvantage to others who may have more up-to-date information.



Sports Wagering Division

- ii. There may be delays incorporated in the registered time of an in play wager to prevent past -post wagers and cancellations.

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and has no reservations about moving forward on approving these changes.



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

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 16, 2023

RE: Update to licensee's house rules

Under 205 CMR 247.02(4) <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download> the Commission reviews all changes proposed by a licensee to their house rules. A Sports Wagering Operator shall not change or modify the House Rules without the prior written approval of the Commission. Failure by an Operator to act in accordance with its House Rules may result in disciplinary action.

EXECUTIVE SUMMARY:

MGM Springfield has requested changes to their in-person sportsbook house rules. A full detailed summary of changes can be found in Exhibit A.

The summary of changes are as follows:

1. Revise “Customer Service” to “Customer Care” (p. 4)
2. Add language to Settlement Rules (p. 8)
3. Add language to Pre-Match Baseball Wager Rules (p. 12)
4. Revise and add language to Baseball Proposition Rules (p. 16)
5. Revise and add language to Baseball Player Proposition Rules (p. 16)
6. Add language to Boxing and Mixed Martial Arts Rules (p. 29)



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7. Revise and add language to Pre-Match Football Wager Rules (pp. 42-43)
8. Revise and add language to Football Player Proposition Rules (p. 43)
9. Add language to Golf Rules (p. 51)

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and has no reservations about moving forward on approving these changes.

Settlement Rules

MGMS settles markets in accordance with the official rules, statistics and results as declared by the league's governing body, unless specified otherwise in the specific sport's betting rules.

A bet that results in a push means that the wager result falls exactly on the spread margin or total. All wagers resulting in a push will be refunded.

If a selection within a parlay is a push, void or cancellation, then the parlay is reduced and the payout will be recalculated with the remaining legs.

BASEBALL RULES

Pre-Match Baseball Wager Types

3. Listed Pitchers – 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 starting pitchers listed on the wager does not start, the wager is cancelled.~~A wager that specifies both starting pitchers. Any variation constitutes “no action” and wager is cancelled.~~

Batter v. Batter Most on Base

Settled using the total number of walks, intentional walks, Hit by Pitch, and hits credited to the batters during their plate appearance. This market does not include dropped third strikes, reach on errors, fielder's choice, and catcher's interference.

Baseball Player Propositions

Players in player proposition bets do not have to start but must play some part for Player propositions to have action. If a player does not take any part in a game, then wagers on that player proposition are cancelled. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

Player Total Bases

Total bases for a player are recorded through hits. They do not include walks, Hit by Pitch, bases advanced as a runner, reach on errors, or fielder's choice.

Player Singles/Doubles/Triples/Homeruns

Wager will be graded based on the number of the selected specific outcome that a player records in the designated period.

Outcome of First Pitch (Listed Pitcher)

Settled based on the result of the first pitch thrown by the listed pitcher. BetMGM will cancel wagers if there is a change to the listed pitcher before the first thrown pitch. For settlement purposes, batted balls that result in the plate appearance ending (ex: hits/outs) do not count as strikes. If a pitcher or batter violation results in an automatic ball or strike, then the market is settled based on the outcome of the violation. Hit by pitch and pitch outs are settled as a "Ball." The "In-Play" selection includes any type of hit (single, double, etc.) and any batted ball that results in an out(s) being recorded.

Boxing and Mixed Martial Arts Rules

Boxing and Mixed Martial Arts wagers are accepted in the following manner:

6. Will Go/Won't Go Round X - A wager on whether or not the match reaches this distance.
 - d. For Round betting, if a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped. The fight must end in the selected round for the wager to win.

FOOTBALL RULES

Pre-Match Football Wager Rules

Football wagers are accepted in the following manner:

12. Touchdown Scorers: These rules apply for ~~First/Last/Anytime/Next/First Team Touchdown Scorer markets~~ any market based on a player or team Touchdown Scorer.
 - a. In the event of an abandoned game bets stand on scores that have taken place already. Overtime counts for these markets.
15. Correct Score — the final score of the game or specified period. Overtime is included for full game correct score markets.
- ~~15-16.~~ In the event of a wagering tie, the straight wager is considered "no action" and wager will be cancelled. Parlays reduce to the next lowest number of teams.

Football Player Propositions

For all player propositions, unless stated otherwise, the players must play at least one snap for bets to have action. Wagers will be cancelled where the player(s) are listed as inactive. ~~An exception to this rule is for Quarterback proposition markets, as these require that the players in question~~ For Quarterback markets only, the player(s) must be starters start the game for bets to have action. Passing yardage propositions are settled as per gross passing yards.

GOLF RULES

Minimum Length of Play

If a golfer withdraws between rounds of a tournament, all bets on that golfer placed between when the golfer last played and when the golfer withdrew will be cancelled.



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

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 16, 2023

RE: Update to licensee's house rules

Under 205 CMR 247.02(4) <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download> the Commission reviews all changes proposed by a licensee to their house rules. A Sports Wagering Operator shall not change or modify the House Rules without the prior written approval of the Commission. Failure by an Operator to act in accordance with its House Rules may result in disciplinary action.

EXECUTIVE SUMMARY:

BetMGM has requested changes to their house rules. A full detailed summary of changes can be found in Exhibit B.

The summary of changes are as follows:

1. Revise “Customer Service” to “Customer Care” (pp. 1, 3, 5, & 7)
2. Same Game Parlay and Same Game Parlay Plus Rules (throughout house rules)
3. Add language to Settlement Bets (p. 7)
4. Add language to Baseball Wager Type Rules (p. 14)
5. Revise and add language to Baseball Player Prop Rules (pp. 15 & 16)
6. Add language to Boxing and Mixed Martial Arts Wager Rules (p. 31)



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7. Revise and add language to Football Wager Type Rules (pp. 46 & 47)
8. Revise and add language to Football Game Prop Rules (pp. 47 & 48)
9. Revise and add language to Football Player Prop Rules (p. 48)
10. Add language to Golf Rules (p. 55)
11. Add language to Soccer Same Game Parlay Rules (p. 85)

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and has no reservations about moving forward on approving these changes.

Same Game Parlay Rules

“Same Game Parlay” (SGP) is a single bet combining multiple selections from the same event. All selections must win for the SGP to be settled as a winner. If any selection within a SGP is voided, then the entire SGP is voided.

“Same Game Parlay Plus” (SGP+) is a parlay that includes at least one SGP and additional straight selections or additional SGPs from other events. If a straight selection or SGP within the SGP+ wager is voided, then the SGP+ wager odds will be re-calculated using the remaining legs. Further details regarding the settlement rules for SGPs are set forth in the Sports Rules for the relevant sport.

Settlement Rules

BetMGM settles markets in accordance with the official rules, statistics and results as declared by the league’s governing body, unless specified otherwise in the specific sport’s betting rules.

A bet that results in a push means that the wager result falls exactly on the spread margin or total. All wagers resulting in a push will be refunded.

If a selection within a parlay is a push, void or cancellation, then the parlay is reduced, and the payout will be recalculated with the remaining legs. Exceptions apply to Teaser and Same Game Parlay wager types. Please see “Same Game Parlay Rules” and “Teasers” sections above for more information relating to the recalculation of wager odds if a selection results in a push, void, or cancellation.

Baseball Wager Types

Listed Pitcher

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 does not start, the wager is cancelled.

Money Line

A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher. ~~Any starting pitchers listed in these selections are for informational purposes only. Wager must meet the minimum length of play as specified above. unless the team option with both pitchers listed is specifically selected at the point of bet placement – in which case any subsequent change to either starting pitcher will be considered ‘no action’ and the wager will be cancelled accordingly. Wager must meet the minimum length of play as specified above.~~

Money Line Listed Pitchers

A wager that specifies the starting pitchers for both teams. The team option with both pitchers listed is specifically selected at the point of bet placement. Any subsequent change to either starting pitcher will be considered ‘no action’ and the wager will be cancelled accordingly. Wager must meet the minimum length of play as specified above.

Baseball Player Props

~~MLB games are subject to weather postponements, where a game can start and then be stopped due to inclement weather and then moved to another date. BetMGM will cancel all player proposition wagers when a game is postponed in this manner. However, BetMGM will not cancel player proposition wagers that have been unconditionally determined at the time of the postponement.~~

Batter v. Batter Most on Base

Settled using the total number of walks, intentional walks, Hit by Pitch, and hits credited to the batters during their plate appearance. This market does not include dropped third strikes, reach on errors, fielder's choice, and catcher's interference.

Player Total Bases

Total bases for a player are recorded through hits. They do not include walks, Hit by Pitch, bases advanced as a runner, reach on errors, or fielder's choice.

Player Singles/Doubles/Triples/Homeruns

Wager will be graded based on the number of the selected specific outcome that a player records in the designated period.

Outcome of First Pitch (Listed Pitcher)

Settled based on the result of the first pitch thrown by the listed pitcher. BetMGM will cancel wagers if there is a change to the listed pitcher before the first thrown pitch. For settlement purposes, batted balls that result in the plate appearance ending (ex: hits/outs) do not count as strikes. If a pitcher or batter violation results in an automatic ball or strike, then the market is settled based on the outcome of the violation. Hit by pitch and pitch outs are settled as a "Ball." The "In-Play" selection includes any type of hit (single, double, etc.) and any batted ball that results in an out(s) being recorded.

Baseball Same Game Parlay Rules

Same Game Parlay Plus:

The general SGP and SGP+ settlement rules outlined above apply to all SGP wagers on Baseball events within the SGP+ wager. Wagers within the SGP+ on other sports follow that sport's house rules.

If any selection (either SGP or Single wager) within an SGP+ is settled as a loss, then the entire SGP+ is settled as a loss.

If any leg in a SGP is void or cancelled, then the entire SGP is void. If all other SGP or Single wagers within a SGP+ are winners, the SGP+ will be paid out at a re-calculated price using the remaining legs.

Basketball Same Game Parlay Rules

Same Game Parlay Plus:

The general SGP and SGP+ settlement rules outlined above apply to all SGP wagers on Basketball events within the SGP+ wager. Wagers within the SGP+ on other sports follow that sport's house rules.

If any selection (either SGP or Single wager) within an SGP+ is settled as a loss, then the entire SGP+ is settled as a loss.

If any leg in a SGP is void or cancelled, then the entire SGP is void. If all other SGP or Single wagers

within a SGP+ are winners, the SGP+ will be paid out at a re-calculated price using the remaining legs.

Boxing and Mixed Martial Arts Wagers

For Round betting, if a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped. The fight must end in the selected round for the wager to win.

Football Wager Rules

Touchdown Scorers

These rules apply for any market based on a player or team First/Last/Anytime/Next/First Team Touchdown Scorer-markets. In the event of an abandoned game, bets stand on scores that have taken place already, ~~overtime~~ Overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are cancelled on players that do not play at least one snap. Touchdown scorers are offered with the option of others on request. If a player not listed is deemed the winner, all bets stand.

Correct Score

The final score of the game or specified period. Overtime is included for full game correct score markets.

Football Game Props

Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.

~~Fourth Down Conversion props do not include first downs awarded by penalty.~~

Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.

Single Play Markets

If the wagered-on play is declared 'no play' by the officials as the result of a penalty, then the wager will be settled based on the result of the next play. Plays involving penalties that are enforced at the end of the play will be settled according to the official outcome of that play not including the penalty yardage.

Will a Score on the Final Play of Fourth Quarter Win the Game

A wager on this market is settled as 'won' if there is a score on the final play of the fourth quarter that wins the game. For the wager to be settled as 'won' the clocks need to be at 00:00 and no play taking place after. Scores in this market include touchdowns (including the extra point or two-point conversion), field goals, and safeties.

"Play from Scrimmage" Markets

These markets do not include yardage by receiving team on a punt, kick, or field goal returns.

In-Play Drive Markets

In-play drive markets are action. If the specified drive does not occur, then all bets will be cancelled. The drive is considered to not have occurred if the listed team is not the offensive team of the specified drive.

Fourth Down Conversion and First Down Gained props include first downs awarded by penalties.

Longest 3rd Down market will be cancelled if no 3rd down occurs on the given drive. A 3rd down is considered to have occurred if a 3rd down play is run on the drive and is not nullified by penalty. This is settled based on the distance of the longest 3rd down play run on the drive which is not nullified by penalty.

Longest 3rd Down Converted market will be cancelled if no 3rd down is converted on the specified drive.

Drive Outcome market includes four selections: Offensive Touchdown, Field Goal Made, Punt, and Other. The “Other” selection includes the specified drive ending in the following ways: Defensive Touchdown, Field Goal Missed, Safety, Turnover On Downs, Interception, Fumble, or End of Period.

Football Player Props

For all player props, unless stated otherwise, the player(s) must play at least one snap for bets to have action. Wagers will be cancelled where the player(s) are listed as inactive. For Quarterback markets only, the player(s) An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters start the game for bets to have action. Passing yardage props are settled as per gross passing yards.

Player First Statistic Markets

If a player does not record one of the wagered-on statistic (i.e., target, reception, rushing attempt), then all wagers will be cancelled. This does not include player first touchdown scorer markets.

Football Same Game Parlay Rules

Same Game Parlay Plus:

The general SGP and SGP+ settlement rules outlined above apply to all SGP wagers on Football events within the SGP+ wager. Wagers within the SGP+ on other sports follow that sport’s house rules.

If any selection (either SGP or Single wager) within an SGP+ is settled as a loss, then the entire SGP+ is settled as a loss.

If any leg in a SGP is void or cancelled, then the entire SGP is void. If all other SGP or Single wagers within a SGP+ are winners, the SGP+ will be paid out at a re-calculated price using the remaining legs.

Golf Rules

Minimum Length of Play

If a golfer withdraws between rounds of a tournament, all bets on that golfer placed between when the golfer last played and when the golfer withdrew will be cancelled.

Hockey Same Game Parlay Rules

Same Game Parlay Plus:

The general SGP and SGP+ settlement rules outlined above apply to all SGP wagers on Hockey events within the SGP+ wager. Wagers within the SGP+ on other sports follow that sport’s house rules.

If any selection (either SGP or Single wager) within an SGP+ is settled as a loss, then the entire SGP+ is

settled as a loss.

If any leg in a SGP is void or cancelled, then the entire SGP is void. If all other SGP or Single wagers within a SGP+ are winners, the SGP+ will be paid out at a re-calculated price using the remaining legs.

Soccer Same Game Parlay Rules

Penalty Taken (For Same Game Parlay):

Whether a penalty will be taken. Penalties awarded but rescinded and subsequently not taken will not be deemed a winning selection. Only a completed penalty outcome is applicable.

Penalty Missed (For Same Game Parlay):

Whether a penalty will be missed. This is any penalty taken that does not result in a goal from that kick. Missed penalties that are then re-taken do not count. Only a completed penalty outcome is applicable. If a penalty rebounds from either the woodwork or the goalkeeper and is touched again before a goal is awarded, this will be deemed as a miss.

Penalty Scored (For Same Game Parlay):

Whether a penalty will be scored by the nominated team. If a penalty rebounds from either the woodwork or the goalkeeper and is touched again before a goal is awarded, this will be deemed as a miss. If a penalty is scored, but ordered to be retaken, then the original penalty will not count.

Free Kick Goal (For Same Game Parlay):

Whether a free kick will be scored by the nominated team. Any bets involving free kick goals must be scored directly from a free kick. Penalties do not count.

Header Goal (For Same Game Parlay):

Whether a header will be scored. A headed goal is a goal that is classed as coming off the player's head, whether it is intentional or not. Own goals are excluded.

Outside Box Goal (For Same Game Parlay):

Whether a goal will be scored from outside of the 18-yard box/penalty area by the nominated team. Own goals are excluded. Free kicks are included.

Same Game Parlay Plus:

The general SGP and SGP+ settlement rules outlined above apply to all SGP wagers on Soccer events within the SGP+ wager. Wagers within the SGP+ on other sports follow that sport's house rules.

If any selection (either SGP or Single wager) within an SGP+ is settled as a loss, then the entire SGP+ is settled as a loss.

If any leg in a SGP is void or cancelled, then the entire SGP is void. If all other SGP or Single wagers within a SGP+ are winners, the SGP+ will be paid out at a re-calculated price using the remaining legs.



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

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 11, 2023

RE: Update to licensee's house rules

Under 205 CMR 247.02(4) <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download> the Commission reviews all changes proposed by a licensee to their house rules. A Sports Wagering Operator shall not change or modify the House Rules without the prior written approval of the Commission. Failure by an Operator to act in accordance with its House Rules may result in disciplinary action.

EXECUTIVE SUMMARY:

Betfair Interactive US, LLC d/b/a FanDuel has requested changes to their house rules. A full detailed summary of changes can be found in Exhibit C.

The changes are as follows:

1. **Dead Heats** – Entire section (p. 9)
 - a. Additional verbiage to clarify settlement of dead heats, including example.
2. **American Football** – Sections 1.2 & 1.3 (pp. 13-15)
 - a. Adjustment of College Football prop verbiage.
 - b. Addition of verbiage for new and existing NFL and College Football markets.
3. **Basketball** – Sections 5.1 & 5.4 (p. 20 and p. 23)
 - a. Adjustment of abandonment and postponement rules.
4. **Cricket** – Entire section (pp. 27-47)
 - a. Full update of section due to changes in third-party provider.



Sports Wagering Division

5. **Ice Hockey** – Entire section (pp. 54-56)
 - a. Adjustment of verbiage, as well as the addition and removal of rules due to new NHL model.

6. Technical and grammatical corrections which can be found in the Australian Rules, Baseball, and Motorsports sections.

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.02 and has no reservations about moving forward on approving these changes.

13. Dead Heats

- Unless stated otherwise in the Specific Sports Rules the Dead Heat Rule applies to bets on a market where there are more winners than expected. In the event of a dead heat, your returns are calculated using the following method:
 - Returns = (Original Stake * (Number of Expected Winners / Number of Actual Winners)) * Original Odds.
- If a "dead-heat" between two selections is declared on any event, half the stake is applied to the selection at full odds and the other half is lost. If more than two "dead-heats" are declared, the stake is proportioned accordingly.
- ~~If not otherwise stated as a push settlement, In the event of a tie, where no 'draw' option was offered by FanDuel on such outcome, wagers will be paid at face value of the ticket (total payout figure including the initial stake) divided by the number of competitors tied for that placing. The stake is proportioned according to the number of competitors tied for that placing.~~
- ~~For example, \$100 placed on Tiger Woods @ +200 to finish top 10. If Tiger ties with four other competitors for 10th position your wager will be calculated by dividing your \$100 stake five times as per Rules. Calculation: \$20 * +200 = \$60.~~
- There are multiple examples of this in a golf tournament, for example, eleven players finishing in the Top 10 of a golf tournament, with three players tied for 9th place, would result in a deduction in payout. In this example the 3 players tied for 9th are occupying two positions (9th and 10th) therefore your initial stake is reduced by 2/3rds. (2 places divided by 3 players) and your returns are calculated using the original odds.
- If your initial stake was \$20 at odds of +200 and your player tied for 9th in the example above your returns are calculated using the following method:
 - (\$20 * (2/3)) * +200 = \$40.
- If one or more legs of a parlay is affected by a "Dead-Heat" then the original parlay stake is reduced accordingly. For example, if one leg of a three-leg parlay is affected by a dead heat with four players tied for one place, the original parlay stake would be divided by four and the returns calculated using the original parlay odds.

Part C – Specific Sports Rules

1. American Football

1.2. College Football and CFL Specific Rules

- For offensive player prop markets, the player must play at least one offensive snap for proposition bets to stand.
- For defensive player prop markets, the player must play at least one defensive snap for proposition bets to stand.
- For touchdown scorer market, ~~betting is all in whether the player takes the field or not~~ player must play at least one snap for bets to stand.
- Markets that are revised at half time for the second half of that game include overtime.
- In the event of a tie in the CFL, all money line wagers will be ~~refunded~~ voided.

1.3. Overview of Specific Markets

- Live Betting:
 - Prices quoted are for the whole game inclusive of any overtime played.
 - As the markets are in-running, we reserve the right to close the market at any time.
 - When scores are displayed in running, every effort is made to ensure the accuracy of the score and game time; however, no liability is accepted for incorrect information displayed.
- Proposition bets:
 - In the event of an abandoned game, all stakes are returned, unless a result is already determined through the course of play that has taken place.
 - For player prop markets, only when a player does not play a snap in that game are the selections voided. All other bets will stand.

- For Kicking Points player proposition markets, if a player is active but does not play a snap, all bets will stand.
 - First Completion/Rush Attempt/Reception – If the specified player does not record a completion/rush/reception then bets on that market will be void.
 - Longest Completion/Rush/Reception – If the specified player does not record a completion/rush attempt/reception then the “under” selection will be deemed the winner for settlement purposes.
 - Tackles + Assists – Includes those recorded on both Defense and Special Teams.
 - Player to Record Most X - Betting is All-in. If multiple players tie for the most of a recorded statistic, dead heat rules will apply (see Dead Heat Section).
 - Quarter Player Props – these refer to statistics (e.g., Yards) attained in that specific quarter.
- Futures/Season Prop Bets:
 - Bets will be settled based on official results provided by the league. For bets to stand, the number of games deemed to be officially resulted must equal the number of games scheduled when the season begins, unless the outcome has already been unequivocally determined. Any forfeited game that is considered an official result will count towards season long bets.
 - For season long player prop bets and player award bets, the nominated player must be involved in at least one snap during the regular season game for bets to have action.
 - For the purposes of regular season win total markets, games that result in ties are to be treated as losses.
 - For Best Record and Worst Record markets, dead heat rules apply if multiple teams tie (see Dead Heat section).
 - For Last Winless and Last Undefeated markets, dead heat rules apply if multiple teams tie (see Dead Heat section). Bets are settled based on NFL Scheduling Week.
- NFL Draft:
 - The official draft list on nfl.com is used for settlement purposes.
 - For “over/under draft position” markets, undrafted players are assigned the draft position that comes after the last drafted player.
 - For over/under draft position markets under means the player is chosen with a pick that is less than the designated number and over would be after that designated number, for example a market of ‘Player A over/under draft position 3.5’, if Player A is picked with the second pick of the Draft than under bets would win and over bets lose.
 - EDGE is classified as defensive lineman for settlement purposes.
 - Notre Dame is classified as independent and not belonging to any conference for settlement purposes.
 - For draft exact order markets betting is all-in. Other selections are available by request (see All-in section).
 - Unless otherwise specified, all NFL Draft markets are considered all-in (see All-in section).
- ~~▪ Bets will be settled based on official results provided by the league. For bets to stand, the number of games deemed to be officially resulted must equal the number of games scheduled when the season begins, unless the outcome has already been unequivocally determined. Any forfeited game that is considered an official result will count towards season long bets.~~
 - ~~▪ For season long player prop bets and player award bets, the nominated player must be involved in at least one snap during the regular season game for bets to have action.~~
 - ~~▪ For the purposes of regular season win total markets, games that result in ties are to be treated as losses.~~
 - Quarter and half markets:
 - For bets based on the specific quarters or halves, the entire period of play must be played unless the result is already determined, except second half markets which do include overtime if played.
 - The fourth quarter does not include overtime.
 - Point Spread (Handicap) Betting:
 - Overtime counts for match handicap betting.
 - Overtime does not count on fourth quarter specific markets.
 - In the event of a tie, stakes are refunded. In the event of a tie after overtime, all money line wagers will be refunded. Any event that has already been determined will be settled accordingly. For example, if a game finishes 28-28, total points will be settled at 56.
 - For quarter and half betting, the entire period must be played for bets to stand.
 - Match betting:

- Overtime counts. In the event of a tie following overtime, all stakes are refunded.
- Weekly/Daily player specials:
 - e.g., Weekly Specials, Redzone Specials, Live Parlays, First Touchdown Scorer across 1pm Games, Super Bowl Specials.
 - Player needs to play a snap in the game for bets to stand.
 - All Specials markets will be settled based on results from the league's governing body.
 - Markets are void if any game involved is postponed, unless unequivocally determined.
 - For markets that denote start time, any games included must start within 2 hours of the listed official start time.
- Total points:
 - Overtime counts for all total match / team total and prop points markets.
 - Overtime does not count for total points on fourth quarter specific markets.
 - In the event of total points being exactly the nominated line, all stakes are refunded unless a price for the exact amount is quoted.
 - For quarter and half betting, the entire period must be played for bets to stand.
- First offensive play yard line:
 - The result is determined by where the first offensive play from scrimmage takes place.
 - 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.
- Next Drive Result:
 - "Other" includes turnovers, defensive touchdowns and safeties.
 - If the clock runs out, the winning bet is "Other".
- First Drive Parlays:
 - "Any other" includes turnovers, defensive touchdowns, safeties, and special teams scores that are not field goals. PATs are not field goal attempts.
- First Play Attempt of Drive:
 - Settled based on results from the league's governing body.
 - Bets will be void if there is neither a pass or rush attempt. Sacks are considered a rush attempt.
- First Play of the Game from Scrimmage:
 - Kickoffs excluded. Sacks counts as a Rushing Attempt. Interceptions are incomplete Passes.
- Ball Cross 50 Yard Line on Drive:
 - Settled based on results from the league's governing body.
 - Punts and Field Goal Attempts do not count.
- Player to Catch Pass:
 - Receptions as determined by the league's governing body.
 - All bets action regardless of if the player takes the field during the drive.
 - 2-point conversions are to be considered winning selections.
- Player to Record a Sack:
 - Settled based on results from the league's governing body.
 - Half sacks count as "Yes".
- Correct Score:
 - The final score of the game or specified period. Quarter and half markets are settled as per our standard settlement practices.
- First turnover and first team to commit a turnover:
 - For grading purposes, only an interception or a fumble counts.
 - A punt or 'turnover on downs' does not qualify as a turnover for settlement purposes.
 - In the event of an abandoned game, stakes are returned unless a turnover has already taken place.
- First offensive play:
 - In the event of a false start penalty on the first offensive play, bets stand for the next offensive play that takes place without a false start penalty.
- First team/last team to score and touchdown scorer markets:
 - In the event of an abandoned game, bets stand on scores that have taken place already (and overtime counts for these markets).
 - Touchdown scorers are offered with the option of others on request. Markets are considered All-In.

- Touchdown Scorer Combo bets are considered all-in. Other selections are available on request (See All-in Section).
- Only when a player does not play a snap in that game are the selections voided.
- For touchdown scorer markets, the winning selection is the player who possesses the ball in the endzone. For example - on a pass TD play, the receiver in the endzone is graded as the winner, not the QB.
- For settlement purposes, "Team Defense" selections do not include Special Teams.
- Method of First Touchdown winner is as stated by official governing bodies website. If no touchdown is scored, then the winning selection is "No TD Scored".
- College Football Regular Season Wins:
 - This market does not include Conference Championship Games, Bowl Games, or College Football Playoffs.
- College Football "To Go Undefeated":
 - This market includes all Conference Championship Games, Bowl Games, & College Football Playoff Games unless otherwise specified.
- College Football Conference Bowl Wins:
 - Includes both CFB Playoff Games.
- College Football 2+ First Downs on First 5 Plays:
 - This market is settled on the team with first offensive possession recording 2+ first downs within first 5 plays of that drive. Excludes defensive penalties.

5. Basketball

5.1. Sports Rules – NBA, NCAA and WNBA Basketball

- Wager settlement is based solely on results and statistics provided by the relevant league's governing body (www.nba.com, www.ncaa.com, http://www.wnba.com) and their official data supplier.
- For settlement purposes, the team listed second in the event name is considered the Home Team, even if the game takes place at a neutral venue. Example: "Team A v Team B" or "Team A @ Team B" - Team B is the Home Team.
- Should play be suspended in any NBA game and subsequently not fully completed (48 minutes played) within 24 hours of the original scheduled start time, all wagers will be void unless the outcome of a specific market/selection has already been pre-determined. If the event is not completed within 24 hours and/or not completed at all, but the governing body declares a winner, wagers will still remain voided unless pre-determined.
- Should play be suspended in any Men's or Women's NCAA game and subsequently not fully completed (40 minutes played) within 24 hours of the original scheduled start time, all wagers will be void unless the outcome of a specific market/selection has already been pre-determined. If the event is not completed within 24 hours and/or not completed at all, but the governing body declares a winner, wagers will still remain voided unless pre-determined.
- In the event that a game does not begin on the scheduled start date and is postponed (using time-zone of the original scheduled venue), all wagers will be void.
-

5.4. Sport Rules – Euro/Other Basketball

- The rules in this section (and sections 5.4, 5.5 and 5.6) apply to FIBA tournaments, European, Australian, Central American, South American, African, Asian Basketball Competitions, as well as The Basketball Tournament, Big3 Basketball & any other basketball.
- Bets will be settled according to the result declared by the relevant governing body at the end of the match (including any overtime played). In the absence of consistent, independent evidence or in the presence of significant conflicting evidence, bets will be settled based on our own statistics.
- Should play be suspended in any game and subsequently not fully completed (~~to the extent of the governing competition rules~~) within 48 hours of the original scheduled start time, all wagers will be void unless the outcome of a specific market or selection has already been pre-determined. If the event is not completed within 48 hours and/or not completed at all, but the governing body declares a winner, wagers will still remain voided unless pre-determined.

7. Cricket

- General Rules
 - ~~If a match is curtailed through external factors and there is no further play, bets placed on any in-play market once play has been curtailed will be void (except bets placed on match betting).~~

- If a match is cancelled before any play has taken place, then all bets will be void, unless the match is replayed within 48 hours of its advertised start time (in which case the bets will stand).
 - Or, if there is an official reserve day in place for the match, then all bets will stand and will be resulted based on the events that transpire (including as continued or commenced on the reserve day if needed) in accordance with our relevant rules for all respective markets.
 - If a match venue is changed then bets already placed will stand providing the home team is still designated as such. If the home and away team for a listed match are reversed then bets placed based on the original listing will be void.
- General Settlement
 - All tournament and match markets will be settled on the basis of the official tournament results/match scorecards which are included on the ICC's official website. If there is no result available, then the website www.cricinfo.com will be used for settlement purposes.
 - A batsman that retires from an innings will not be considered as a wicket for settlement purposes.
 - The term "innings reaching its natural conclusion" refers to an innings which has not been closed due to external factors such as rain or bad light. A team being bowled out or declaring is considered to constitute the natural conclusion of an innings.
 - ~~If the concussion rule is activated while a player is batting, all markets relating to that player will be settled based on that player being 'retired hurt'. If the concussion rule is activated prior to that player batting or bowling, they will be void from relevant markets.~~
- ~~Limited Overs Matches~~
 - ~~Match bets will be settled according to the winner as determined by official competition rules (including where matches are shortened due to external factors and DLS or similar is used to produce an official result). In the event of there being insufficient play for there to be an official result under competition rules then all bets shall be void regardless of if competition rules dictate a 'winner' for tournament progression purposes or if there is a super over / bowl out to determine a winner.~~
 - ~~If a match is tied and a super over or bowl out is played then match winner settlement will stand based on the super over / bowl out result. In all other scenarios, dead heat rules will apply. For the avoidance of doubt, if scores are tied at the completion of both innings (including the scenario where DLS or other similar methods are used in reduced over games) then any tie breaker based off previous action in the match/competition/tournament that may be used to determine a winner including, but not limited to: losing fewer wickets, run rates, most boundaries, most sixes, better score at a certain point, higher group position does not count for the purposes of this market.~~
 - ~~If a super over / bowl out results in tied scores with no other play used to determine a winner then dead heat rules will apply. If there are subsequent super overs / bowl outs used then settlement will stand based off the result of these.~~
- ~~Test Matches~~
 - ~~If a match is abandoned due to weather before a ball has been bowled then all bets will be void.~~
 - ~~If a match is tied or abandoned for any reason other than weather then bets on the outright result will be void.~~
 - ~~If a match for which we did not offer a price for the draw ends in a draw then bets on the match result will be void.~~
 - ~~If either side forfeits their first innings then all bets specifically relating to the first innings will be void.~~
- Series Betting
 - When the full number of scheduled matches is not played then we reserve the right to void any specialty markets which relate to the series as a whole. If a series for which we did not offer a price for the draw ends in a draw, then bets on the series result will be void.
 - ~~If a series for which we did not offer a price for the draw ends in a draw then bets on the series result will be void.~~
- ~~Team Total Runs~~
 - ~~If a team's innings in a test match or county championship match lasts less than sixty overs due to external factors then bets on this market will be void. This does not apply if the innings has reached its natural conclusion.~~
 - ~~For limited overs matches, this market will be settled on the final score achieved by the batting side including any extras or penalty runs awarded during the innings. Should there be a reduction in the scheduled overs then settlement will still apply provided the reduction is no more than 20% of the entire innings allocation at the time the bet was placed (including any overs the team has already faced). Should the reduction be greater than 20% then all bets shall~~

~~be void, unless the outcome of any such bet had already been unequivocally determined prior to the conclusion of the shortened innings.~~

- ~~• In matches for which we offer betting on the Team Total Runs for both teams, all bets placed on the second innings runs will stand regardless of the score achieved by the side batting first, provided neither team's innings is reduced by more than 20% of the entire innings allocation (including any overs already bowled when the bet was placed).~~
- X Team to Score Runs
- E.g.: India to Score 'X' Runs
 - This market is separate to team total runs and will be settled on the total runs scored by the respective team regardless of any reduction in overs.
 - In matches where we offer betting on the Team Total Runs for both teams then all bets placed on the second innings runs will stand regardless of the score achieved by the side batting first.
- Top Team Batsman / Runscorer (Series)
 - All in play or not (i.e.: if a player does not take part in the series, bets placed on that player will stand).
 - If two or more players score the same number of runs, then dead heat rules will apply.
- ~~• Top Team Batsman / Runscorer (Match)~~
 - ~~• In a 2 innings match (test match or county championship), this market applies to the first innings only, unless otherwise stated.~~
 - ~~• Depending on the type of match, unless stated otherwise, the following minimum number of overs must be bowled in the applicable team's innings for bets to stand:~~
 - ~~• Test Matches: 50 overs~~
 - ~~• County Championship: 50 overs~~
 - ~~• 50 over match: 25 overs~~
 - ~~• 40 over match: 20 overs~~
 - ~~• 20 over match: 10 overs~~
 - ~~• The Hundred: 50 balls~~
 - ~~• In all cases, however, bets will stand if the innings reaches its natural conclusion in less than the above requirement. Bets placed on any player not named in the starting eleven (including impact subs) are void.~~
 - ~~• Players named in the starting eleven that do not bat are deemed to have taken part and bets on any such players will be settled as losing bets.~~
 - ~~• If two or more players score the same number of runs then dead heat rules will apply.~~
 - ~~• For limited overs matches, should the winner already be unequivocally decided even if the innings were to be played out to its natural conclusion, the market will be settled as normal despite any reduction.~~
- Top Team Bowler / Wicket Taker (Series/Tournament)
 - All in play or not (i.e.: if a player does not take part in the series/tournament, bets placed on that player will stand).
 - If two or more players take the same number of wickets, dead heat rules will apply.
- Player Runs (Batter Runs/Fours/Sixes)
 - Market to be settled on the players final score, regardless of any reduction in overs.
 - ~~• If players take the same number of wickets, dead heat rules will apply. If no wickets are taken then the market will be voided.~~
- ~~• Top Team Bowler / Wicket Taker (Match)~~
 - ~~• In a 2 innings match (test match or county championship), this market applies to the first innings only, unless otherwise stated.~~
 - Depending on the type of match, unless stated otherwise, the following minimum number of overs At least one ball must be bowled in the applicable team's innings while a batsman is at the crease (facing or not) for bets to stand:
 - ~~• Test Matches: 50 overs~~
 - ~~• County Championship: 50 overs~~
 - ~~• 50 over match: 25 overs~~
 - ~~• 40 over match: 20 overs~~
 - ~~• 20 over match: 15 overs~~
 - ~~• The Hundred: 50 balls~~
 - ~~• In all cases, however, bets will stand if the innings reaches its natural conclusion in less than the above requirement. Bets placed on any player not named in the starting eleven (including impact subs) are void.~~
 - ~~• Players named in the starting eleven that do not bowl are deemed to have taken part and bets on any such players will be settled as losing bets.~~
 - ~~• If two or more players take the same number of wickets, dead heat rules will apply. If no wickets are taken then the market will be voided.~~

- ~~—~~ **Batsman Match Bets**
 - ~~—~~ Unless otherwise stated, these markets will be settled on the number of runs scored in the first innings of a match only.
 - ~~—~~ If any of the players named in the market do not bat then the market will be void.
 - ~~—~~ Dead heat rules will apply if two or more of the named batsmen score the same number of runs (such number of runs being higher than the number of runs scored by each other batsman named in the market).
- ~~—~~ **Bowler Match Bets / Trios / Threesomes**
 - ~~—~~ Unless otherwise stated, these markets will be settled based on the number of wickets taken in the first innings of a match only.
 - ~~—~~ In the event of players taking the same number of wickets where there was no draw price offered, dead heat rules will apply.
 - ~~—~~ All participants in the match bet must bowl at least one ball for bets to stand.
- ~~—~~ **Player Runs / Player Alternate Runs / Player Fours / Player Sixes / Player to score 50/100**
 - If the batsman finishes the innings not out as a result of a declaration, the team reaching the end of its allotted overs or the team reaching its target, the player's "not out" score will count for settlement purposes.
 - If a batsman does not bat, bets on that batsman will be void.
 - If a batsman is not in the starting 11, bets on that batsman will be void.
 - ~~—~~ If ~~at~~ the batsman ~~retires hurt but returns later, the total runs scored by that batsman in~~ finishes the innings ~~will count for settlement purposes. If the batsman does not return later, the final out as a result, for settlement purposes, will be as it stood when the batsman retired.~~
 - ~~—~~ Market to be settled on the players final score, regardless of any reduction in overs.
- ~~—~~ **Number of Runs in a Session**
 - ~~—~~ The result of this market is determined by the total number of runs scored in the course of the session regardless of which ~~declaration, the team(s)~~ has/have scored the runs (i.e. if there is a change of innings during the session then the result will be determined by the combined number of runs scored, during the session, in both innings).
 - ~~—~~ There are three sessions per day in test cricket. The first session is from the start of play in the morning until lunch is called. The second session is from lunch until tea is called. The third session is from tea until the close of play. If fewer than 20 overs are bowled in any particular session then bets on the number of runs scored in that session will be void.
 - ~~—~~ Day/Night Test Matches also have three distinct sessions. The first session starts in the afternoon until tea is called. The second session is from tea until dinner is called, while the third session is from dinner until ~~reaching the end of play is called.~~
 - ~~—~~ Extras (wides, no balls, byes and leg byes) do count towards the number of runs scored.
- ~~—~~ **Number of Wickets in a Session**
 - ~~—~~ This market will be settled based on the total number of wickets lost in the session (regardless of which team loses them). If fewer than 20 overs are bowled in the session then all bets on the market will be void. Players retiring (e.g. because they are hurt) do not count as wickets.
- ~~—~~ **Runs in a Specified Number of Overs (e.g. 1st 5/10/15/20/25/30/35/40 Overs) ~~—~~**EXCLUDING 6 OVER RUNS****
 - ~~—~~ The full number of specified overs must be played for bets to stand (unless the innings has reached its natural conclusion or further play could not, were it to occur, affect the result).
 - ~~—~~ Any change in fielding restrictions due to a reduction in scheduled overs will not affect the settlement of this market.
 - ~~—~~ These rules do not apply to the Market 6 Over Runs — see specific rule below.
- ~~—~~ **6 Overs Runs**
 - ~~—~~ This market will be settled on the total number of runs after 6 overs providing that all 6 overs have been bowled in the relevant innings or if the innings has reached its natural conclusion.
 - ~~—~~ In the instance of 6 overs not being completed then all bets will be void. To clarify, if a match is reduced to 10 overs bets on this market will still stand providing at least 6 overs are completed or the innings reaches its natural conclusion but would be void in a 5 over match.
- ~~—~~ **Highest Score First 5/10/15 Overs**
 - ~~—~~ If either team's innings in a limited overs match is reduced due to external factors then bets on this market will be void unless the result was already unequivocally determined before any reduction in overs was announced.
 - ~~—~~ Bets will stand if the innings is shortened due to it reaching its natural conclusion. In a two-innings match this market only applies to the first innings unless stated otherwise. In the event of a tie where we did not offer a "tie" or "draw" selection, all bets will be settled as a dead heat.
- ~~—~~ **Highest Opening Partnership**
 - ~~—~~ For Limited Overs Matches, bets on this market will stand regardless of any reduction in overs providing at least one over is completed in each innings

- In a four-innings match, this market only applies to the first innings unless stated otherwise. In the event of a tie then the tie selection is the winner and all other bets are losers. If we do not offer a "tie" or "draw" selection then all bets will be settled as a dead heat. In the event of a batsman retiring hurt (or otherwise voluntarily for any other reason), this market will be settled according to the score when the first wicket falls.
- Next Man Out
 - Should no further wickets be taken in the innings then bets on this market will be void.
 - If either of the batsmen retires hurt/retires out then bets on this market will be void and a new market will be made.
- Team to hit the most sixes
 - If either team's innings in a limited-overs match is reduced by more than 20% of the original allocation of overs then all bets on this market will be void regardless of how many sixes are hit prior to, or after, any announced reduction in overs.
 - Bets will stand if either innings is shortened due to it allotted overs or the team reaching its natural conclusion target, the player's "not out" score will count for settlement purposes.
- Super Over/Any additional overs above the allotted amount
 - In a limited-overs competition which employs a super over (or other such similar initiative) to determine the winner of a match in the event of a tie, runs scored and wickets taken in the super over are not included in the settlement of any runscorer or wicket taker markets (e.g. Batsmen Total Runs, Team Total Runs, Top Team Runscorer, Batsmen match bets, Top Team Bowler).
 - In addition, any sixes hit in a super over will not be included in the settlement of "Team to score most sixes" and "Total number of sixes" markets.
- Next Over: Over/Under Runs/Run Margins
 - This market will be settled based on the total number of runs achieved in the over (including any extras awarded).
 - In the event of an over not being completed, all bets on that particular index shall be void. This does not apply if the innings reaches its natural conclusion.
- Four/Six in x Over
 - Bets in this market will be settled where a boundary (four or six) is hit in the named over. The runs must come off the bat. Players running four/six and/or extras do not count for this market.
- Over/Under Total ~~Match Sixes~~/Fours
 - If either team's innings in a limited-overs match is reduced by more than 20% of the original allocation of overs then all bets on this market shall be void unless the relevant bet had been unequivocally determined prior to the announcement of the reduction in overs. However, bets will stand if either innings is shortened due to it reaching its natural conclusion.
- First Over: Over/Under Total Runs
 - Bets will be settled on the total number of runs scored in the first over of the first innings of the match. This will include any extras or penalty runs.
 - The over must be completed for bets to stand unless the result is already unequivocally decided.
 - All bets shall be void if the first over is not fully completed due to external factors, unless the result is already unequivocally determined at such time as the reduction in overs takes place.
 - For Limited Overs Matches, First Over Runs will be settled on the score at the end of the first over regardless of any reductions in overs.
- First Ball of the Match
 - This market will be settled on the outcome of the first completed delivery, excluding any deliveries declared as dead ball.
 - In limited overs cricket, this market will be resulted on the first ball of the match regardless of any reductions in overs providing it is bowled.
 - If two events take place on the first delivery (e.g. A No Ball and 1 Run), then dead heat rules will apply between the two selections. For avoidance of doubt, if a 'No Ball' is bowled and no runs/byes are scored, 'No Ball' will be the winner, and dot ball will be a loser.
- Team of Top Match Runscorer
 - For test matches and county championship matches, this market will be settled based on the overall top score achieved in the first innings of either side.
 - Should either side face less than their allocated number of overs in their innings for any reason (other than the innings reaching its natural conclusion) then all bets on this market will be void. However, the market will be settled should the result already be determined before any reduction in overs.
 - For limited overs matches, all bets shall be void should there be any reduction to either side's innings before or after the commencement of play.
- Team leading after First innings

- If the team batting second faces less than 20 overs in their innings for any reason (other than the innings reaching its natural conclusion) then all bets on this market will be void.
 - In the event of a tie, bets will be void.
 - Total Match Runouts
 - If either team's innings in a limited overs match is reduced by more than 20% of the original allocation of overs then all bets on this market will be void.
 - Bets will stand if either innings is shortened due to it reaching its natural conclusion.
 - Fall of Wicket
 - Market will be settled on the score at the fall of the next wicket, regardless of any reduction in overs.
 - If an innings is curtailed due to a reduction in overs or the abandonment of a match, all bets will stand as long as one ball has been bowled since the new batsman arrived at the crease.
 - If the batting team reaches the end of its allotted overs, reaches its target, or declares before the specified wicket falls, the next team wicket will be deemed to have fallen for the total score achieved by the batting side.
 - For settlement purposes, a batsman retiring hurt/retiring out does not count as a wicket.
 - Team Wickets Lost
 - In a limited overs match, this market will be settled based on the number of wickets lost by the team in their innings.
 - Should the innings be shortened for any reason (other than it reaching its natural conclusion) then all unequivocally decided bets will be settled while all others shall be void.
 - In a test match, this market refers to the total number of wickets lost by the team in its second innings only.
 - Highest Score After First Over
 - For Limited Overs Matches, bets will be settled regardless of any reductions in overs providing the first over of each innings is completed.
 - Team Total Match Sixes/Fours
 - This market shall be void should there be any reduction in overs of the innings of the team in question unless the market has been unequivocally decided prior to any reduction in overs being announced.
 - Century (100)/half century (50) in Match/1st Innings
 - These markets are offered on a single player (rather than an entire team) to score a century or a 50 in the match or first innings (as applicable).
 - Depending on the type of match, the following minimum overs must be bowled in that team's innings for the wagers to stand unless the market is unequivocally decided at the time of the reduction:
 - Twenty20 Matches: at least 16 overs for each team
 - 50 Over Matches: at least 40 overs for each team.
 - However, in all cases, wagers will stand if the innings reaches its natural conclusion in less than the above requirement.
 - To Score 10/20/30/40 Runs
 - Markets will be settled regardless of whether the player reaches the crease providing they are included in the starting eleven.
 - If not included in the eleven, then bets on these selections will be void.
 - Player To Score a 50/_/100
 - This refers to individual players to score 50/_/100 or more runs (as applicable).
 - Bets on this market will be settled regardless of whether the player reaches the crease providing they are in the starting eleven.
 - Any players not listed in the starting eleven will have all bets on them void.
 - Most Run Outs
 - This market will be settled provided neither side loses more than 20% of their initial allocation of overs due to external factors (unless the market has been unequivocally decided prior to any reduction in overs being announced).
 - Bowler Match Wickets
 - This market will be settled for any bowler named in the starting eleven regardless of the number of overs he bowls. However, if the overs of the batting side are reduced by more than 10% of their initial allocation, this market will be voided (save where the outcome has been unequivocally decided prior to any reduction in overs being announced).
 - Innings Extras
 - This market shall be void should the innings in question be reduced by more than 10%.
 - Highest Series Single Innings Score

- However, in all cases, bets will stand if the innings reaches its natural conclusion in fewer overs than the above requirement. Bets placed on any player not named in the starting eleven will be void.
- Players named in the starting eleven that do not bat are deemed to have taken part and bets on any such players will be settled as losing bets.
- If two or more players score the same number of runs, then dead heat rules will apply.
- For Limited overs matches – Should the winner already be unequivocally decided even if the innings were to be played out to its natural conclusion, the market will be settled as normal despite any reduction.
- Top Team A/B Runscorer double/Top Team Runscorer/Top Team Wicket Taker Double
 - In a 2-innings match (i.e. team's, test match or county championship), this market applies to the first innings only (unless otherwise stated).
 - Depending on the type of match, the following minimum overs must be bowled in the applicable team's innings for bets to stand:
 - Test Matches: 50 overs
 - County Championship: 50 overs
 - 50 over match: 25 overs
 - 40 over match: 20 overs
 - 20 over match: 10 overs
 - However, in all cases, bets will stand if the innings reaches its natural conclusion in fewer overs than the above requirement. Bets placed on any player not named in the starting eleven will be void.
 - Players named in the starting eleven that do not bat are deemed to have taken part and bets on any such players will be settled as losing bets.
 - If two or more players score the same number of runs, then dead heat rules will apply.
 - ~~For Limited overs matches – Should the winner already be unequivocally decided even if the innings were to be played out to its natural conclusion, the market will be settled as normal despite any reduction.~~
- ~~Top Team A/B Runscorer double/Top Team Runscorer/Top Team Wicket Taker Double~~
 - ~~In a 2-innings match (i.e. test match or county championship), this market applies to the first innings only (unless otherwise stated).~~
 - ~~Depending on the type of match, the following minimum overs must be bowled in the applicable team's innings for bets to stand:~~
 - ~~Test Matches: 50 overs~~
 - ~~County Championship: 50 overs~~
 - ~~50 over match: 25 overs~~
 - ~~40 over match: 20 overs~~
 - ~~20 over match: 10 overs~~
 - ~~However, in all cases, bets will stand if the innings reaches its natural conclusion in fewer overs than the above requirement. Bets placed on any player not named in the starting eleven will be void.~~
 - ~~Players named in the starting eleven that do not bat are deemed to have taken part and bets on any such players will be settled as losing bets.~~
 - ~~If two or more players score the same number of runs then dead heat rules will apply.~~
- ~~Player of the Match~~
 - ~~This market will be settled on the official "Player of the Match" award which is awarded at the post match presentation. Should more than one player be awarded "Player of the Match" then dead heat rules will apply to this market.~~
 - ~~Bets placed on players who are not included in his or her team's starting eleven (including impact subs) will be void.~~
- ~~Team to hit the most Fours / Team to hit the most fours and win the match~~
 - ~~If either team's innings in a limited overs match is reduced by more than 20% of the original allocation of overs then all bets on this market shall be void regardless of how many sixes/fours are hit prior to, or after, any announced reduction in overs.~~
 - ~~Bets will stand if either innings is shortened due to it reaching its natural conclusion.~~
- ~~Race to Ten Runs~~
 - ~~Bets on this market will stand unless either of the listed players do not open the batting (in which case all bets on this market will be void).~~
 - ~~Bets will stand regardless of which of the listed players faces the first ball.~~
 - ~~If neither player reaches 10 runs then the option "Neither" will be the winning selection.~~
 - ~~However, in weather affected matches, if neither of the batsmen reaches 10 runs and either is not out then bets on this market will be void. Bets will stand regardless of which of the listed players faces the first ball.~~

- Top Tournament Wicket Taker
 - All in play or not (i.e., if a player does not take part in the tournament, bets placed on that player will stand).
 - If two or more players take the same number of wickets, dead heat rules will apply.
- Top Tournament Runscorer
 - All in play or not (i.e., if a player does not take part in the tournament, bets placed on that player will stand).
 - If two or more players score the same number of runs, then dead heat rules will apply.
- Completed Match
 - This market will be settled based on whether there will be a result declared on this limited overs match or whether the match will be abandoned/declared a no result.
 - For the avoidance of doubt, an official result declared other than that the match is abandoned or declared a no result will mean "yes" is the winning selection in this market.
 - If the match is abandoned or declared a no result this will mean "no" is the winning selection in this market.
 - Please be aware that this market will carry over onto any reserve day and will be settled on the official result of the match. If a match is postponed or abandoned for any reason other than weather (which may include but is not limited to: dangerous or unplayable wicket or outfield; pitch vandalism; strike or boycott; crowd protests/violence; floodlight failure; stadium damage; acts of terrorism; and acts of God), FanDuel Sportsbook reserves the right to void all bets on this market.
- Total Runs in Match
 - This market is based on how many runs will be scored in the match across both teams innings combined.
 - Extras and penalty runs will be included for settlement purposes.
 - The following minimum number of overs must be scheduled, otherwise all bets are void, unless settlement is already determined.
 - Twenty20 Matches – 16 overs.
 - One Day Matches – 40 overs.
- Direction of first boundary
 - This market will be settled on the direction of the first boundary that comes off the bat (given as runs to the batsman).
 - This market includes both fours and sixes.
- ~~Wickets lost after "x" overs.~~
- This Cricket Rules for Specials Markets
 - ~~For the settlement of specials market is settled based on how many wickets selections, a wicket will not be deemed to have been lost at the conclusion of the number of overs stated occurred if a batsman retires from play.~~
 - ~~If any player who is part of a specials market selection does not take part in the index. If relevant event, the whole bet will be void.~~
 - ~~Where we have made an obvious or manifest pricing or descriptive (i.e., wording) error in respect of a specials selection, we reserve the right to cancel and subsequently to offer the bet at the correct price or pursuant to a different description.~~
 - ~~For specials bets relating to series betting, when the full number of scheduled matches within the relevant series is not played for any reason, we reserve the right to void any markets which relate to the series as a whole.~~
 - ~~If a team's innings reaches a in a test match or county championship match lasts less than sixty overs for any "external" reason (i.e., other than in circumstances where the innings has reached its natural conclusion without reaching) then specials bets relating to that team's innings will be void.~~
 - ~~For limited overs matches, specials bets involving the number of overs named in the index then all bets runs to be scored will be settled based on the final number of wickets lost runs achieved by each side (including any extras or penalty runs awarded during the match). Should there be a reduction in the scheduled number of overs to take place during an innings, any Specials Markets bets in respect of the match will stand if the reduction amounts to no more than 10% of the total number of overs that were scheduled in respect of that innings at the time the Specials Markets bet was placed. Should the reduction in overs be greater than 10% then all Specials Markets bets in respect of that match shall be void (irrespective of the total number of runs achieved by either team) unless the bet in question had been unequivocally determined at the time of the curtailed completion of the match (i.e. such that, at the time of the curtailed completion, the outcome of the bet could not have been different had the additional scheduled overs been played).~~
- Match Betting

- Description: Who will win the match?
- All match betting will be settled in accordance with official competition rules. In matches affected by adverse weather, bets will be settled according to the official result.
- If there is no official result, all bets will be void.
- In the case of a tie, if the official competition rules do not determine a winner, then dead-heat rules will apply. In competitions where a bowl off or super over determines a winner, bets will be settled on the official result.
- In First Class Matches, if the official result is a tie, bets will be settled as a dead-heat between both teams. Bets on the draw will be settled as losers.
- If a match is abandoned due to external factors, then bets will be void unless a winner is declared based on the official competition rules.
- If a match is cancelled, then all bets will be void if it is not replayed or restarted within 48 hours of its advertised start time.
- Match Betting: Double Chance
 - Description: Will the match result be either of the three options given?
 - A tie will be settled as a dead heat.
 - All match betting will be settled in accordance with official competition rules. If there is no official result, all bets will be void.
- Match Betting: Draw No Bet
 - Description: Who will win the match given that all bets will be void if the match is a draw?
 - A tie will be settled as a dead heat.
 - All match betting will be settled in accordance with official competition rules.
 - If there is no official result, all bets will be void.
- Tied Match
 - Description: Will the match be tied?
 - All bets will be settled according to the official result.
 - If the match is abandoned or there is no official result, all bets will be void.
 - For First Class matches a tie is when the side batting second is bowled out for a second time with scores level.
- Most Fours
 - Description: Which team will hit the most fours?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled in either innings due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Only fours scored from the bat (off any delivery- legal or not) will count towards the total fours. Overthrows, all run fours and extras do not count.
 - Fours scored in a super over do not count.
 - In First Class games, only first innings fours will count.
- Most Sixes
 - Description: Which team will hit the most sixes?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled in either innings due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Only sixes scored from the bat (off any delivery- legal or not) will count towards the total sixes. Overthrows and extras do not count. Sixes scored in a super over do not count.
 - In First Class games, only first innings sixes will count.
- Most Extras
 - Description: Which team will have the most extras added to their batting score?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled in either innings due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - All wide deliveries, no balls, byes, leg byes and penalty runs in the match count towards the final result. If there are runs off the bat as well as extras from the same delivery, the runs off the bat do not count towards the final total.
 - Extras in a super over do not count.
 - In First Class games, only first innings extras will count.

- Most Run Outs Conceded
 - Description: Which team will concede the most run outs in the match?
 - A run out "conceded" means that a member of that team will be run out while batting.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Run Outs in a super over do not count.
 - In First Class games, only first innings run outs will count.
- Highest Opening Partnership
 - Description: Which team will score the most runs before losing their first wicket?
 - If the batting team reaches the end of play their allotted overs, reaches their target or declares before the first wicket falls, the result will be the total amassed.
 - For settlement purposes, a batter retiring hurt does not count as a wicket.
 - In limited overs matches, bets will be void if the innings has been reduced due to external factors, including bad weather, unless settlement has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - In First Class matches the market refers only to each team's first innings.
- Match Fours
 - Description: How many fours will be hit in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Only fours scored from the bat (off any delivery- legal or not) will count towards the total fours. Overthrows, all run fours and extras do not count.
 - Fours scored in a super over do not count.
- Match Sixes
 - Description: How many sixes will be hit in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Only sixes scored from the bat (off any delivery- legal or not) will count towards the total fours. Overthrows and extras do not count.
 - Sixes scored in a super over do not count.
- Match Extras
 - Description: How many extras will be scored in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - All wide deliveries, no balls, byes, leg byes and penalty runs in the match count towards the final result. If there are runs off the bat as well as extras from the same delivery, the runs off the bat do not count towards the final total.
 - Extras in a super over do not count.
- Match Run Outs
 - Description: How many run outs will there be in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Run outs in a super over do not count.
- Top Match Batter
 - Description: Which batter will score the most runs in the match?

- The result of this market is determined on the batter with the highest individual score in the match.
- In limited overs matches, bets will be void if it has not been possible to complete at least 50% of the overs scheduled to be bowled in either innings at the time the bet was placed due to external factors, including bad weather.
- Top batters 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 of the bet has already been determined. If a player was named at the toss, but later is removed as a concussion sub, that player will still be counted, as will the replacement player.
- If a batter does not bat, but was named in the starting XI, bets on that batter will stand. If a batter is substituted in after the in-play market has been offered, the original market will be removed and settled as normal even if the substitute scores the highest individual score. A new market with updated selections may be offered.
- When two or more players score the same number of runs, dead-heat rules will apply.
- Runs scored in a super over do not count.
- Match Top Bowler
 - Description: Which bowler will take the most wickets in the match?
 - The result of this market is determined on the bowler with the most wickets in the match.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 50% of the overs scheduled to be bowled in either innings at the time the bet was placed due to external factors, including bad weather.
 - Top bowler 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 of the bet has already been determined. If a player was named at the toss, but later is removed as a concussion sub, that player will still be counted, as will the replacement player.
 - If a bowler does not bowl, but was named in the starting XI, bets on that bowler will stand.
 - If a bowler is substituted in after the in-play market has been offered, the original market will be removed and settled as normal even if the substitute takes the most wickets. A new market with updated selections may be offered.
 - If two or more bowlers have taken the same number of wickets, the bowler who has conceded the fewest runs will be the winner. If there are two or more bowlers with the same wickets taken and runs conceded, dead heat rules will apply. Wickets taken in a super over don't count.
 - If no bowlers take a wicket in an innings then all bets will be void.
- Player of the Match
 - Description: Who will be named player of the match?
 - Bets will be settled on the officially declared player of the match. Dead-heat rules apply.
 - If no player of the match is officially declared, then all bets will be void.
 - All players who played in the match will be settled, including substitutes.
- Runs off Delivery
 - Description: How many runs will be scored off the specified delivery?
 - The result will be determined by the number of runs added to the team total, off the specified delivery.
 - For settlement purposes, all illegal balls count as deliveries. For example, if on over starts with a wide, then the first delivery will be settled as 1 and, although there has not been a legal ball bowled, the next ball will be deemed as delivery 2 for that over.
 - If a delivery leads to free hit or a free hit is to be re-bowled because of an illegal delivery, the runs scored off the additional delivery do not count.
 - All runs, whether off the bat or not are included. For example, a wide with three extra runs token equates to 4 runs in total off that delivery.
 - For the Hundred, an over will consist of 5 legal deliveries, so a full innings will be made up of 20 overs. For example, if there are no illegal deliveries, the 5th ball bowled in the innings will be displayed as "X runs off S" delivery, 1st over" and the 6th ball bowled in the innings will be displayed as "X runs off 1st delivery, 2" over". If there is an illegal delivery in the first five balls bowled, the 6th ball bowled in the innings will be displayed as "X runs off 6th delivery, 1st over". All other rules remain the same as other formats.
- Exact Runs off Delivery
 - Description: Exactly how many runs will be scored off the specified delivery?
 - As "Runs off Delivery".
- Runs in Over
 - Description: How many runs will be scored in the specified over?
 - The specified over must be completed for bets to stand unless settlement has already been determined. If an innings ends during an over then that over will be deemed to be complete

unless the innings is ended due to external factors, including bad weather, in which case all bets will be void, unless settlement has already been determined.

- If the over does not commence for any reason, all bets will be void. Extras and penalty runs in the particular over count towards settlement.
- For 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.
- Boundary in Over
 - Description: Will there be a boundary scored in the specified over?
 - Rules as "Runs in Over".
 - Only boundaries scored from the bat (off any delivery- legal or not) will count as a boundary. Overthrows, all run fours and extras do not count as boundaries.
- Wicket in Over
 - Description: Will a wicket fall in the specified over?
 - Rules as "Runs in Over".
 - For settlement purposes, any wicket will count, including run outs. A batter retiring hurt does not count as a wicket. If a batter is timed out or retired out then the wicket is deemed to have taken place on the previous ball. Retired hurt does not count as a dismissal.
- Over Odd/Even
 - Description: Will the number of runs scored in the specified over be odd or even?
 - Rules as "Runs in Over".
 - Zero will be deemed to be an even number.
- Runs in Groups of Overs
 - Description: How many runs will be scored in the specified number of overs?
 - If the specified number of overs are not complete the bet will be void, unless the team is all out, declares, reaches their target or settlement of the bet has already been determined.
 - In limited overs matches, bets will be void if the total innings is reduced at any stage to less than 80% of the stated maximum overs at the time the bet was placed, unless settlement of the bet was already determined before the reduction.
 - For 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 limited overs formats.
- Wickets in Groups of Overs
 - Description: How many wickets will fall in the specified number of overs?
 - If the specified number of overs are not complete the bet will be void, unless the team is all out, declares, reaches their target or settlement of the bet has already been determined.
 - In limited overs matches, bets will be void if the total innings is reduced at any stage to less than 80% of the stated maximum overs at the time the bet was placed, unless settlement of the bet was already determined.
 - For settlement purposes, if a batter is timed out or retired out then the wicket is deemed to have taken place on the previous ball. Retired hurt does not count as a dismissal.
 - For 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 limited overs formats.
- Runs in Session
 - Description: How many runs will be scored in the specified session?
 - The result is determined by the total number of runs scored in the specified session, regardless of which team has scored them.
 - If fewer than 20 overs are bowled in a session, bets will be void unless settlement has already been determined.
- Innings Runs
 - Description: How many runs will a team score in a specified innings?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was placed due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. Bets placed on a future innings will remain valid regardless of the runs scored in any current or previous innings.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined. Bets will also be void in drawn first class matches, if less than 60 overs have been bowled in an incomplete innings, unless settlement of the bet has already been determined. If a team declares, that innings will be considered complete for the purposes of settlement.
- Innings Wickets
 - Description: How many wickets will the batting team lose in the current innings?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was placed due to external

factors, including bad weather, unless settlement of the bet has already been determined before the reduction.

- In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
- Retired hurt does not count as a dismissal.
- Innings Fours
 - Description: How many fours will the batting team hit in their current innings?
 - Rules as Most Fours.
- Innings Sixes
 - Description: How many sixes will the batting team hit in their current innings?
 - Rules as Most Sixes.
- Innings Extras
 - Description: How many extras will be added to the named team's batting innings?
 - Rules as Most Extras.
- Innings Run Outs
 - Description: How many run outs will be conceded in the innings?
 - Rules same as Most Extras.
- Innings Runs, Odd or Even?
 - Description: Will the total innings runs be odd or even?
 - Rules: If the innings is abandoned, forfeited or there is no official result, all bets will be void.
- Top Batter in Innings
 - Description: Which batter will score the most runs for the named team?
 - The result of this market is determined on the batter with the highest individual score in a team's innings.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 50%of the overs scheduled to have been bowled at the time the bet was placed due to external factors, including bad weather.
 - Top batters 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 of the bet has already been determined. If a player was named at the toss, but later is removed as a concussion sub, that player will still be counted, as will the replacement player.
 - If a batter does not bat, but was named in the starting XI, bets on that batter will stand. If a batter is substituted in after the in-play market has been offered, the original market will be removed and settled as normal even if the substitute scores the highest individual score. A new market with updated selections may be offered.
 - When two or more players score the same number of runs, in the innings dead-heat rules will apply.
 - Runs scored in a super over do not count.
- Top Bowler in Innings
 - Description: Which bowler will take the most wickets for the named team?
 - Rules: The result of this market is determined on the bowler with the highest individual number of wickets in an individual innings.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 50%of the overs scheduled to have been bowled at the time the bet was placed due to external factors, including bad weather.
 - Top bowler 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 of the bet has already been determined. If a player was named at the toss, but later is removed as a concussion sub, that player will still be counted, as will the replacement player.
 - If a bowler does not bowl, but was named in the starting XI, bets on that bowler will stand. If a bowler is substituted in after the in-play market has been offered, the original market will be removed and settled as normal even if the substitute takes the most wickets. A new market with updated selections may be offered.
 - If two or more bowlers have taken the same number of wickets, the bowler who has conceded the fewest runs will be the winner. If there are two or more bowlers with the same wickets taken and runs conceded, dead heat rules will apply. Wickets taken in a super over don't count.
 - If no bowlers take a wicket in an innings then all bets will be void.
- Method of Dismissal
 - Description: How will the named batter be out?
 - If the specified batter is not out, all bets will be void.
 - If the specified batter retires, and does not return to bat later, all bets will be void. If that batter does return to bat later and is out, bets will stand.
 - Caught and bowled is included in fielder catch.

- Batter Match Bet (Current Partnership)
 - Description: Which batter in the current partnership will score the most runs in this innings?
 - Rules: Bets will settle based on the official scores for the specified batters in the innings, as detailed in the "Batter Runs" section above.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, after the bet is placed unless settlement has already been determined.
- Method of Next Wicket Dismissal
 - Description: How will the next batter be out?
 - The result will be determined by the dismissal method of the next wicket that falls. A batter retiring hurt does not count as a wicket. If a batter is retired out, all bets will be void. If the specified wicket does not fall, all bets will be void.
 - Caught and bowled is included in fielder catch.
- Batter Matchbet
 - Description: Which of the named players will score the most runs?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Both players must be named in the starting XI, or appear as a substitute. If either does not, then subsequently bats, all bets are still settled.
 - Runs scored in a super over do not count.
- Bowler Matchbet
 - Description: Which of the named players will take the most wickets?
 - Rules: In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Both players must be named in the starting XI, or appear as a substitute. If either does not, then subsequently bowls, all bets are still settled.
 - Wickets taken in a super over do not count.
- Race to 'X' Runs
 - Description: Which batter will reach the specified number of runs first?
 - All bets stand, regardless of any curtailment.
 - If neither batter reaches the specified number of runs the markets will be settled as 'Neither'.
- Both Teams to Score 'X' Runs
 - Rules: In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to have been bowled in both innings at the time the bet was placed due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 100 overs have been bowled in either team's first innings, unless settlement of the bet has already been determined. Only runs scored in the first innings count. If a team declares that innings will be considered complete for the purposes of settlement.
- Highest First Over
 - Description: Which team will score the most runs in the first over of their innings?
 - The first over must be completed for bets to stand unless settlement has already been determined. If, during the first over, the innings is ended due to external factors, including bad weather, all bets will be void, unless settlement has already been determined before the reduction.
 - In First Class matches the market refers only to each team's first innings. Extras and penalty runs in the particular over count towards settlement.
 - For 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.
- Maximum Over in Match
 - Description: How many runs will be scored in the highest scoring over of the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.

- All runs, including extras, count towards settlement. Super overs do not count.
 - For 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 limited overs formats.
- Maximum Over in Innings
 - Description: How many runs will be scored off the highest scoring over of the current innings?
 - Rules: The same as "Maximum Over in Match".
- Innings to finish with a Boundary
 - Description: Will the last ball of the innings be a boundary?
 - Only boundaries scored from the bat (off any delivery- legal or not) will count as a boundary. Overthrows, all run fours and extras do not count as boundaries.
 - In limited overs matches, bets will be void if there is any reduction in the number of overs scheduled to have been bowled at the time the bet was placed due to external factors, including bad weather.
 - If the match is abandoned or there is no official result, all bets will be void.
- Exact Runs in Innings
 - Description: How many runs exactly will the team batting in the final innings score?
 - Bets will be settled according to the official result.
 - In limited overs matches, bets will be void if there is any reduction in the number of overs scheduled to have been bowled at the time the bet was placed due to external factors, including bad weather.
 - If the match is abandoned or there is no official result, all bets will be void.
- Last Man Standing
 - Description: Which batter will be not out upon completion of the innings?
 - Rules: If there are two or more batters who are not out upon completion of the innings, the winner for the purpose of settlement will be the last batter to face a delivery (legal or not).
 - Players will not be deemed to have been not out if they were no longer at the crease having retired hurt or did not bat. If more than 11 players bat, the market will be void.
 - In limited overs matches, bets will be void if, subsequent to placing the bet, the innings has been reduced in any way due to external factors, including bad weather.
 - All players who played in the innings will be settled, including substitutes.
- Next Player Out
 - Description: Which batter will be the next to be dismissed?
 - If either batter retires hurt or the batters at the crease are different from those quoted, the bets placed on both batters will be declared void.
 - If no more wickets fall, all bets will be void.
- All-Rounder Matchbet
 - Description: Which of the named players will score the most points in the player performance scoring system?
 - Points are scored as follows: 1 point per run, 20points per wicket, 10 points per catch, 25 points per stumping.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80%of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined.
 - In drawn First Class matches, bets will be void if fewer than 200overs have been bowled, unless settlement of the bet has already been determined.
 - Both players must be named in the starting XI, or appear as a substitute. If either player does not, then subsequently bats or bowls, then all bets are still settled.
 - Points scored in a super over do not count.
- Keeper Matchbet
 - Description: Which of the named wicket keepers score more points in the player performance scoring system?
 - Points are scored as above (see All Rounder MatchBet).
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80%of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined.
 - In drawn First Class matches, bets will be void if fewer than 200overs have been bowled, unless settlement of the bet has already been determined.
 - Both named players must start the match as a wicket keeper, or appear as a substitute, but if their playing role changes for any reason all bets will still be settled in accordance with scoring system above.
 - Points scored in a super over do not count.
- Free Hit

- The result will be determined by the number of runs added to the team total, off the specified delivery. If the free hit is re-bowled because of an illegal delivery, the runs scored off the second free hit do not count.
 - Extras and penalty runs will count towards settlement.
 - For example, if a wide is bowled on the free hit delivery specified, the result will be 1. Then another free hit market may be offered.
- Next to Hit Six
 - Description: Which batter will hit the next six?
 - All bets stand, regardless of any curtailment.
 - If neither batter scores a six after the bet is offered, then the market will be settled as 'Neither'.
 - Overthrows and extras do not count.
- Next to Take a Wicket
 - Description: Which bowler will take the next wicket in this innings?
 - All bets stand, regardless of any curtailment.
 - If none of the named bowlers take a wicket the market will be settled as 'None of the above'.
 - For settlement purposes, a batter retiring hurt does not count as a wicket.
 - Run outs, timed out, retired out and any other method of dismissal not awarded to a particular bowler will be settled as 'None of the above'.
- Winning Over
 - Description: In which over of the named team's innings will the match be completed?
 - All bets will be void if there is no official result.
 - In limited overs matches, all bets will be void if, subsequent to placing the bet, the maximum overs possible are reduced in any way.
- Either Batter Method of Dismissal
 - Description: Will either of the named batters be dismissed in the specified method?
 - All bets will settle, regardless of whether either batter remains not out, or retired hurt, at the end of the innings.
- Both Batters Method of Dismissal
 - Description: Will both of the named batters be dismissed in the specified method?
 - Rules as "Either Batter Method of Dismissal".
- Runs off Consecutive Deliveries
 - Description: How many runs will be scored off each of the specified deliveries?
 - Rules as "Runs off Delivery" except the specified number of runs must be scored off both named deliveries.
- Wicket off Delivery
 - Description: Will a wicket fall in the specified delivery?
 - The specified delivery must be completed for bets to stand. For settlement purposes, any wicket will count, including run outs. A batter retiring hurt does not count as a wicket. If a batter is timed out or retired out then the wicket is deemed to have taken place on the previous ball.
- Both Batters to Score 'X' Runs in Over
 - Description: Will both batters score the specified number of runs in the over?
 - The specified over must be completed for bets to stand unless settlement has already been determined. If an innings ends during an over then that over will be deemed to be complete unless the innings is ended due to external factors, including bad weather, in which case all bets will be void, unless settlement has already been determined.
 - If the over does not commence for any reason, all bets will be void.
 - Runs must be scored off the bat to count towards settlement.
 - Bets will settle regardless of whether or not either of the specified batters are dismissed or retired hurt before the over commences.
- Both Batters to Score a Boundary in Over
 - Description: Will both batters score a boundary in the over?
 - Rules as "Both Batters to Score 'X' Runs in Over".
 - Both fours and sixes count as boundaries. Only fours or sixes scored from the bat (off any delivery- legal or not) will count. Overthrows, all run fours and extras do not count.
- Both a Four and a Six to be Scored in an Over
 - Description: Will both a four and a six be scored in the over?
 - The specified over must be completed for bets to stand unless settlement has already been determined. If an innings ends during an over then that over will be deemed to be complete unless the innings is ended due to external factors, including bad weather, in which case all bets will be void, unless settlement has already been determined.
 - If the over does not commence for any reason, all bets will be void.
 - Only fours or sixes scored from the bat (off any delivery- legal or not) will count. Overthrows, all run fours and extras do not count.

- Batter and Bowler Combo Milestones
 - Description: Will the named batter, and the named bowler, reach their specified milestones?
 - For batter - same as "Batter Runs". In first class games, only runs scored in the first innings will count. If a batter is not in the starting XI, or substituted in, bets will be void.
 - For bowler - if a bowler does not bowl, they will be deemed to have taken 0 wickets. If a bowler is not in the starting XI, or substituted in, bets will be void. In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in the relevant innings due to external factors, including bad weather, unless settlement has been determined.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless the player's bowling innings is complete. The result will be considered determined if the lines at which the bet was placed are passed.
 - In First Class games, only first innings wickets will count and runs. Wickets and runs scored in a super over do not count.
- Batter Combo Milestones
 - Description: Will both the batters reach their specified milestones?
 - Rules as "Combined Batter Runs".
- Players sent off/retired out
 - A player being sent off is viewed as retired out, so will be settled as a wicket.
- Concussion/tactical substitutions
 - When a player leaves the field as a substitute, this will not count as a wicket. If the player does not return later, the final result will be as it stood when the player left the field. When a player enters the match as a substitute, for settlement purposes both they and the player replaced will be looked upon as to have played a full part in the match.
- Penalty runs after the conclusion of an innings
 - 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.
- The Hundred
 - For 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 limited overs formats.
- Toss Winner
 - Description: Who will win the toss?
 - If no toss takes place, all bets will be void.
- Toss/Win Double
 - Description: Who will win the toss, and then who will win the game?
 - Rules: The same as above rules "Toss Winner".
 - Match Winner same as "Match Result" rules.
- Runs in First Over
 - Description: How many runs will be scored in the first over of the match?
 - The first over must be completed for bets to stand unless settlement has already been determined. If an innings ends during an over then that over will be deemed to be complete unless the innings is ended due to external factors, including bad weather, in which case all bets will be void, unless settlement has already been determined. In First Class matches the market refers only to each team's first innings.
 - Extras and penalty runs in the particular over count towards settlement.
 - For 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.
- Runs in First Partnership
 - Description: How many runs will the batting team have scored when the first wicket falls?
 - If the batting team reaches the end of their allotted overs, reaches their target or declares before the first wicket falls, the result will be the total amassed.
 - For settlement purposes, a batter retiring hurt does not count as a wicket.
 - In limited overs matches, bets will be void if the innings has been reduced due to external factors, including bad weather, if it has not been possible to complete at least 80% of the overs scheduled to be bowled in the innings, unless settlement has already been decided.
- Method of First Dismissal
 - Description: How will the first batter be out?
 - Rules: Retired hurt will not count as the first wicket. If the first batter retires out, all bets will be void. If the specified wicket does not fall, all bets will be void.
 - In First Class matches the market refers only to each team's first innings.
 - Caught and bowled is included in fielder catch.
- Match Ducks
 - Description: How many ducks will be scored in total in the match?

- In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - A duck is classed as someone being dismissed for zero runs. Retired hurt does not count as a dismissal.
 - Ducks in a super over do not count.
- Match Wides
 - Description: How many wides will be scored in total in the match?
 - Rules: In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Any runs resulting from a wide delivery, except penalty runs, will count towards the final total.
 - Wides in a super over do not count.
- Match Extras
 - Description: How many extras will be scored in total in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - All wide deliveries, no balls, byes, leg byes and penalty runs in the match count towards the final result. If there are runs off the bat as well as extras from the same delivery, the runs off the bat do not count towards the final total.
 - Extras in a super over do not count.
- Match Wickets
 - Description: How many wickets will fall in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Retired hurt does not count as a dismissal.
 - Wickets in a super over do not count.
- Team of Top Batter
 - Description: Which team will contain the top batter in the match?
 - Same rules apply as Match Top Batter, with dead heat rules applying if the runs scored by the top batter on both teams is the same.
- Team of Top Bowler
 - Description: Which team will contain the top bowler in the match?
 - Same rules apply as Match Top Bowler, with dead heat rules applying if the wickets taken by the top bowler on both teams is the same.
- Man of the Match
 - Description: Who will be named Man of the Match?
 - Bets will be settled on the officially declared man of the match. Dead-heat rules apply.
 - If no man of the match is officially declared then all bets will be void.
- First Innings Lead
 - Description: What will be the run deficit between first innings in a First Class match?
 - Both first innings must be completed. Dead heat rules apply in the case of a tie. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
- Fifty/Hundred in Match
 - Description: Will there be a fifty/hundred scored in the match?
 - Any score of 50 and above counts as a fifty. Similar for hundred.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
- Fifty/Hundred in First Innings

- Description: Will there be a fifty/hundred scored in the first innings of the match?
 - Any score of 50 and above counts as a fifty. Similar for hundred.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled in the first innings due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction.
 - In drawn First Class matches, the innings must be completed, or over 200 overs, unless settlement of the bet has already been determined before the reduction.
 - In First Class matches, this market refers to just the first innings of the match, not both teams' first innings.
- Highest Individual Score
 - Description: What will be the highest score by a batter in the match?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - Dead heat rules apply.
- Rabbit Runs
 - Description: How many runs will the number eleven batsmen score in the match?
 - Rules: In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the overs scheduled to be bowled due to external factors, including bad weather, unless settlement of the bet has already been determined before the reduction. In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled. The number 11 is taken to be the last man to come out to bat in the innings, regardless of previously stated batting order. If more than 11 players bat, the market will be void unless this is due to concussion substitutions.
 - If the innings is completed without the number 11 coming to the crease, that batter will be deemed to have scored 0.
- Most Runs in First Over
 - Description: Which team will score the most runs in the first over of their first innings?
 - Rules: The same as Runs in First Over.
- Most Runs in Groups of Overs
 - Description: Which team will score the most runs in the first specified number of overs of their first innings?
 - Rules: The same as Runs in Groups of Overs.
- Most Keeper Catches
 - Description: Which team's wicket keeper will take more catches?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - If a team changes their wicket keeper mid innings, the catches taken by the replacement will count towards settlement.
 - In First Class games, only first innings catches will count.
 - Catches taken in a super over do not count.
- Most Catches
 - Description: Which team will take more catches? Including fielders and wicket keeper.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - In First Class games, only first innings catches will count.
 - Catches taken in a super over do not count.
- Most Stumpings
 - Description: Which team will take more stumpings?
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined.
 - In First Class games, only first innings stumpings will count.

- Stumpings taken in a super over do not count.
- Most Run Outs Conceded
 - Description: Which team will concede the most run outs in the match?
 - A run out "conceded" means that a member of that team will be run out while batting.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined before the reduction.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless settlement of the bet has already been determined. In First Class games, only first innings run outs will count.
 - Run Outs in a super over do not count.
- Runs in Team A First Over
 - Description: How many runs will Team A score off the first over of their first innings?
 - Rules: The same as "Runs in First Over"
- Runs in Team A Group of Overs
 - Description: How many runs will Team A score in the first specified number of overs?
 - Rules: The same as "Runs in Groups of Overs"
- Runs in Team A First Partnership
 - Description: How many runs will Team A score before their first wicket falls?
 - Rules: The same as "Runs in First Partnership"
- Team A Method of First Dismissal
 - Description: How will the first batter In Team A be out?
 - Rules: The same as "Method of First Dismissal"
- Team A Fours
 - Description: How many fours will Team A score?
 - Rules: The same as Match Fours, with the 80% of required overs only applying to Team A's innings.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Sixes
 - Description: How many sixes will Team A score?
 - Rules: The same as "Match Sixes", with the 80% of required overs only applying to Team A's innings.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Innings Run Outs
 - Description: How many of Team A will be run out?
 - Rules: The same as "Match Run Outs", with the 80% of required overs only applying to Team A's innings.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Maximum Over
 - Description: How many runs will be scored in the highest scoring over of Team A's innings?
 - Rules: The same as "Maximum Over in Match", with the 80% of required overs only applying to Team A's innings.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Ducks
 - Description: How many of Team A will score a duck in their innings?
 - Rules: The same as "Match Ducks", with the 80% of required overs only applying to Team A's innings.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Wides
 - Description: How many wides will there be when Team A are batting?
 - Rules: The Same as "Match Wides", with the 80% of required overs only applying to when Team A are batting.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Extras
 - Description: How many extras will there be when Team A are batting?
 - Rules: The same as "Match Extras", with the 80% of required overs only applying to when Team A are batting.
 - In First Class matches where the result will solely be based on the first innings of each team.
- Team A Wickets Lost
 - Description: How many wickets will wickets will fall when Team A are batting?
 - Rules: The same as Match Wickets, with the full overs required only applying to when Team A are bowling.
 - In First Class matches where the result will solely be based on the first innings of each team.

- Team A Top Batter
 - Description: Which batter will score the most runs for Team A?
 - The result of this market is determined on the batter with the highest individual score in Team A's first innings.
 - Otherwise, same as "Match Top Batter", with the 50% of required overs only applying in Team A's innings.
- Team A Top Bowler
 - Description: Which bowler will take the most wickets for Team A?
 - Rules: The result of this market is determined on the bowler with the most wickets when Team A are bowling in the first innings. If two or more bowlers have taken the same number of wickets, the bowler who has conceded the fewest runs will be the winner. If there are two or more bowlers with the same wickets taken and runs conceded, dead heat rules will apply.
 - Otherwise, same as Match Top Bowler, with the 50% of required overs only applying when Team A are bowling.
- Bowler Wickets
 - Description: How many wickets will the named bowler take?
 - If a bowler does not bowl, he will be deemed to have taken 0 wickets. If a bowler is not in the starting XI or substituted in, bets will be void.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in the relevant innings due to external factors, including bad weather, unless settlement has been determined. Result will be considered determined if the line at which the bet was placed is passed.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless the player's bowling innings is complete.
 - In First Class games, only first innings wickets will count.
 - Wickets scored in a super over do not count.
- Named Player Performance
 - Description: How many points will the named player score in the player performance scoring system?
 - Points are scored as in All-Rounder v All-Rounder Head to Heads.
 - If the player does not bat or bowl, but is in the starting eleven, all bets will still be settled. If the player is not in the starting eleven bets will be void.
 - In limited overs matches, bets will be void if it has not been possible to complete at least 80% of the scheduled overs in either innings due to external factors, including bad weather, unless settlement has been determined. Result will be considered determined if the line at which the bet was placed is passed.
 - In drawn First Class matches, bets will be void if fewer than 200 overs have been bowled, unless both first innings have been completed.
 - In First Class games, only first innings points will count.
 - Points scored in a super over do not count.

13. Ice Hockey

13.1. US Ice Hockey (General)

- These rules apply for NHL, any NHL sanctioned events, AHL, NCAA, PWHL, ECHL and other North American Ice Hockey Leagues
- All settlements are based on results and statistics provided by the relevant league's governing body (www.nhl.com, www.ncaa.com).
- 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.
- All markets will be settled inclusive of overtime (including any subsequent shootout) counts for all markets unless explicitly stated otherwise to be settled on 60 Minutes or Regulation Time.
- In the event of a shootout, the winning team will be credited with one goal. This counts for all markets where applicable.
- All Outright markets include playoffs where applicable.
- Where a season or tournament is unexpectedly shortened, all futures markets/wagers will be settled in accordance with the official ruling of the relevant governing body so long as the ruling is made within 90 days after the scheduled completion date; or unless the outcome has unequivocally been determined prior to the interruption of the season.

13.2. Overview of Specific **Game** Markets (US Ice Hockey)

- Money Line/Puck Line/Total Goals/Alternates – Includes overtime and any subsequent shootout for settlement purposes. In the event of the total being the exact index quoted, bets will result in a push.
- ~~Moneyline/Total Goals Parlay: For settlement purposes this market excludes overtime and any subsequent shootout.~~
- 60 Minute Markets – Where indicated 60-minute markets exclude overtime and shootout goals. If game goes to overtime, the “tie” selection will be the winner.
- ~~65 minute Markets – Inclusive of all overtime and shootout goals where applicable.~~
- ~~Total Goals (Flat Line) – Settled on the total goals scored during a game. If the result is equal to the quoted index, bets will be voided.~~
- Period Markets – Settled on the exact score of the specified period (e.g., wagers on 2nd period correct score markets will be settled based solely on the goals scored during the 2nd period, without regard to the game score up to that point in the competition). For settlement purposes, the 3rd period does not include any overtime played. Dead heat rules apply to the Highest Scoring Period market.
- ~~Double Result 1st/2nd/3rd Period Money Line – Settled on the final score of the game at listed period only. If the end-of-score is a tie, bets will be voided.~~
- ~~Highest Scoring Period/Team Highest Scoring Period – Settled on which period has the 1st most goals scored. This market has a “Tie” selection and 3rd Periods in the event of 2 or more periods having an equal number of goals scored, the “Tie” is the winning selection. For settlement purposes - the 3rd period does not include OT or Shoot-outs.~~
- ~~Race to xth Goal – The winner will be the team to achieve the number of specified goals first. Should neither team reach the target, pre-match bets will be void. This market includes Over time. It does not include Shootout.~~
- ~~Number of Goals/Total Goals/Odd/Even – Includes overtime (and any subsequent shootout) – Settled on whether the final number of goals scored is an odd or even number. For settlement purposes 0 goals is considered even. This market does not include OT or Shoot-out for settlement purposes.~~
- ~~Number of Home/Away Goals – 60 Min Team to Score 1st/Last Goal – Markets settled by which team scores the listed goal in the game. If the game has 0 goals scored in regulation, the “None” selection will be deemed the winner.~~
- ~~Period X Team to Score 1st/Last Goal - Markets settled by which team scores the listed goal in respective period. If the period has 0 goals scored, the “None” selection will be deemed the winner. 3rd Period does not include OT or Shoot-Outs.~~
- ~~Team to Score xth Goal - The winner will be the team to score the specified goal number first. Market contains a “None” selection and if the specified goal is not scored, then that selection will be the winner. This market is settled on the basis of 60 minutes of play only and does not include overtime or shootouts.~~
- ~~Team to Score xth Goal – The winner will be scored in the team to score the specified goal number first. This market is settled on the basis 5/10 Minutes of 60 Quoted Period – For settlement purposes the First 5 Minutes of play only a hockey period are 00:00 – 04:59 of elapsed time and does not include overtime or shootouts.~~
- ~~1st team to score market – The winner will be the team to score the the first goal. This market includes Overtime but does not include Shootouts. If the game goes to a shootout and no goal has been scored, bets on this market will be void 10 minutes are 00:00 – 09:59 of elapsed time.~~
- ~~Daily Specials – Markets for daily goals scored, highest & lowest scoring teams, and highest & lowest scoring games 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:
 - Any of the listed games is postponed over 24 hours;
 - Any of the listed games does not fully complete the necessary 55 minutes required to have action; or
 - The quoted number of games does not equal the actual number of games played.~~
- ~~In the event that multiple games have the same number of goals scored, the dead heat rule will apply (See Dead Heats – Part A).~~

- All markets are subject to their respective pre-match rules for the purposes of Live Betting.

13.3.Overview of Specific Futures Markets (US Ice Hockey)

- Team Regular Season Points/Wins:Futures – For wagers to behave action, teams must complete 80 scheduled regular season games. Should a team not complete the required number of games, all wagers on that respective team's regular season points/wins ~~markets~~ will be void, unless the result is already pre-determined, ~~prior to an interruption or shortening of season.~~
- ~~Series Leading Goal Scorer/Points Leader~~ – All in betting, dead heat rules apply in the event of a tie.
- ~~Series Specials~~ – Any player that receives ice time in any game of a series will be considered action.
- ~~Player Props~~ (Worst Regular Season Record – Settled on the basis of which team finishes in last place, per the governing bodies' final standings.
- Player Award/Player Regular Season Markets – Player must appear in 1 (one) game across the regular season for the specific player wager to have action for regular season awards. A player must appear in a game in the postseason for the specific player wager to have action for postseason awards. In the event a quoted player retires or does not play in the quoted season, then that respective players bets are to be voided. For awards that are reliant on statistics, Dead-Heat rules will apply if there are one or more ties (See Dead Heat Rules).
- Playoff Series Props (Player Most Goals/Points/Assists/etc.) – A series must come to a natural conclusion for bets to stand. Overtime counts for settlement purposes. In the event two or more players tie, dead heat rules apply (See Dead Heat Rules). A player listed must take part in at least one game in the series for bets to have action. If a player does not take the ice during at least one game, all bets on the player selected will be void (and in the case of a 2-player head-to-head market, all bets on the market will be voided).

13.4.NHL Draft

- The official draft results on nhl.com will be used for settlement purposes including, but not limited to: player draft position, playing position, development league, school, height, etc.
- For "over/under draft position" markets, undrafted players are assigned the draft position that comes after the last drafted player.
- For "over/under draft position" markets, the "under" means the player is chosen with a pick that is less than the designated number and "over" would mean the player is chosen with a pick that is more than the designated number. For example, in a market of "Player X – Over/Under 3.5" if Player X is picked with the second pick of the draft, then the "Under" selection would be the winner.

13.3.13.5. Overview of Player Prop Markets (US Ice Hockey)

- Players must receive time on ice per the governing body box score to be considered as action. If a player does not receive any time on the ice, then all bets on the player will be void.
- All proposition markets are graded on the inclusion of regulation and overtime, unless otherwise explicitly stated that markets are for a specified period or 60 minutes. Player Shootout attempts/stats do not contribute unless market specifically states shootouts.
- ~~Player Performance Parlays/Popular Parlays/Player Performance Doubles/Any market including Players: If a selection contains a First/Last Goalscorer~~ – Market settled based on which player scores the first or last goal in a game. In the event that a game is void/scoreless in regulation and is scoreless in the overtime period, then the entire bet "No Goalscorer" will be void. There is no bet payout the winning selection.
- Xth Goal Scorer Markets – All bets are action for players with any legs being void. time on the ice.
- ~~Player Shots~~ – Any market containing a player shots selection is resulted on the governing bodies official box score for shots on goal.
- Overtime specific Markets: Any wager made on markets explicitly stated for overtime in games that do not reach overtime are void. A player must take the ice in overtime for bets to have action.

13.4.13.6. European Ice Hockey and IIHF International Competitions

- In case of a match being postponed, it will be voided unless it takes place within 3648 hours of the initial scheduled starting time.

- Bets will be settled according to the result declared by the relevant governing body at the end of the match. In the absence of consistent, independent evidence or in the presence of significant conflicting evidence, bets will be settled based on our own statistics.
- All markets will be settled with the result at the end of regular time (60 minutes) unless otherwise stated.
- ~~2-Way Match Betting/Moneyline will be settled on result after overtime (including any subsequent shootout).~~
- Should a match be abandoned, all markets will be voided unless the outcome has been unequivocally decided.
- All Outright markets include playoffs where applicable.

13.5.13.7. Overview of Specific Markets (European Ice Hockey and IIHF International Competitions)

- ~~2-Way Match Betting/Moneyline will be settled on result after overtime (including any subsequent shootout).~~
- Period Markets – Settled on the exact score of the specified period (e.g., wagers on 2nd period correct score markets will be settled based solely on the goals scored during the 2nd period, without regard to the game score up to that point in the competition). For settlement purposes, the 3rd period does not include any overtime played. Dead heat rules apply to the Highest Scoring Period market.
- Double Result - Settled on the score of the game at the end of the 1st and 3rd periods.
- Race to xth Goal - The winner will be the team to achieve the number of specified goals first. Should neither team reach the target, pre-match bets will void. Does not include Over-time or Shootout.
- Team to Score X Goal – The winner will be the team to score the specified goal number first. Market contains a “none” selection and if the specified goal is not scored then that selection will be the winner.
- All markets are subject to their respective pre-match rules for the purposes of Live Betting.

13.6.13.8. Player Props (European Ice Hockey and IIHF International Competitions)

- ~~Overtime counts for all player proposition markets.~~ Players must appear on the ice during play for bets to stand. Only goals scored in regulation or overtime count for settlement purposes. Shootout goals do not apply.
- Overtime counts for all player proposition markets. Only goals scored in regulation or overtime count for settlement purposes. Shootout goals do not apply.
- ~~Anytime/First Goalscorers – For the purpose of settlement all skaters who are dressed to play are considered runners. In the event a player does not dress for a game bets will be void. Only goals scored in regulation or overtime count for settlement purposes. Shootout goals do not apply for settlement.~~
- ~~Player Total Points – All bets are settled based on player total number of goals plus assists. All totals are inclusive of overtime. If one of the players doesn't see any game time, then all bets on that market will be void.~~
- Xth Goal Scorer Markets: In the event an unquoted selection wins, all bets still have action.



TO: Chair Cathy Judd-Stein
Commissioner Bradford R. Hill
Commissioner Jordan Maynard
Commissioner Eileen M. O'Brien
Commissioner Nakisha L. Skinner

FROM: Andrew Steffen – Interim Sports Wagering Operations Manager

CC: Todd Grossman – Interim Executive Director
Bruce Band – Sports Wagering Division Director

DATE: August 11, 2023

RE: Request for a new event approval

Under 205 CMR 247.03 <https://www.mass.gov/doc/205-cmr-247-uniform-standards-of-sports-wagering/download>, the Commission reviews all requests for additional events to be placed in the catalog. Under section 8, the Commission may grant, deny, limit, restrict, or condition a request made pursuant to this rule, and may revoke, suspend, or modify any approval granted under this rule.

EXECUTIVE SUMMARY:

FanDuel has submitted a *Petition for New Events or Wagers* form, requesting the *Professional Pickleball Association (Carvana PPA Tour)* be added as a new section of our catalog.

The [Form](#) is attached to the commissioner's packet for reference. Its website link is also placed here for reference <https://www.ppatour.com/>.

CONCLUDING STATEMENT:

The Sports Wagering Division confirms all requirements have been met under 205 CMR 247.03 and has found the operator has answered all the applicable questions on the form. The operator has informed the *Professional Pickleball Association* they are making this request to the Massachusetts Gaming Commission. The operator has received explicit approval by the PPA Commissioner, on behalf of the PPA Tour, to submit wagering applications in all jurisdictions in which it operates.

MASSACHUSETTS GAMING COMMISSION

PETITION FOR A SPORTING EVENT OR WAGER CATEGORY In accordance with 205 CMR 247.03

Directions: Please fill out and address all areas of the form. If an area does not apply to the request, please place 'NA' in the section. Each section will extend to accommodate large answers. If needed, one may attach additional documents. Please make sure any attachments reference the relevant section and number in their title.

SECTION A

BACKGROUND

1. NAME OF OPERATOR(S) PETITIONING: **FanDuel Sportsbook**
2. REQUESTING A SPORTS WAGERING EVENT OR WAGERING CATEGORY: **Wagering Event**
3. NAME OF EVENT OR WAGERING CATEGORY: **Professional Pickleball Association (Carvana PPA Tour)**
4. IS THIS A VARIATION OF AN AUTHORIZED SPORTING EVENT OR WAGER CATEGORY? **No**
5. IS THIS A COMPOSITE OF AUTHORIZED SPORTING EVENTS OR WAGER CATEGORIES? **No**
6. IS THIS A NEW SPORTING EVENT OR WAGER CATEGORY? **Yes**

WEBSITE LINK FOR THE EVENT AND/OR GOVERNING BODY: <https://www.ppatour.com/>

SECTION B

A COMPLETE AND DETAILED DESCRIPTION OF THE SPORTING EVENT OR WAGER CATEGORY FOR WHICH APPROVAL IS SOUGHT

1. A summary of the Sporting Event or Wager Category and the manner in which Sports Wagers would be placed and winning Sports Wagers would be determined.

The PPA Tour (Professional Pickleball Association) is a professional Pickleball league that is sanctioned by the PPA. It is a US-based professional tournament involving domestic and some international players. Tournaments are conducted around the US in a similar way to the ATP/WTA Tennis tours. With Prizemoney being awarded for reaching different stages of each tournament. In 2023 prizemoney will total \$5.3m USD. Professional players compete on the Tour for ranking points. A player's points factors into their tour ranking, which ultimately determines base compensation. All wagers would be settled on official results from the PPA Tour themselves.

The PPA Tour is currently an approved wagering event in Connecticut, Illinois, Wyoming, Michigan, Tennessee, Colorado, Maryland, and Washington State and is pending approval in New Jersey, Pennsylvania & Arizona

2. A draft of the proposed House Rules, including a description of any technology that would be utilized to offer Sports Wagering on the Sporting Event or Wager Category.
 - In the event that a match starts but is not completed, the player who progresses to the next round (or is declared the winner in a final) will be considered the winner in match betting

markets only. The opposing player will be settled as a loser. Note that other markets, such as “Set Winner” markets, will be voided unless the market result has been unconditionally determined.

- In the event that there is a walkover (i.e., one player withdraws prior to match starting) all bets will be voided. If a player withdraws prior to
- Bets are declared void if a stated player is replaced. This rule applies to any of the four players in a doubles match
- Official score sheets will be used for settlement of all bets.
- Players who are awarded at the podium will be declared the winners for settlement purposes. Any subsequent disqualification will not overturn the original settlement.
- In the event of a player withdrawing prior to the start of a tournament, all bets on that player will be voided.

3. Any rules or voting procedures related to the Sporting Event or Wager Category. **No**

4. Assurance that the Sporting Event or Wager Category meets the requirements of 205 CMR 247.03(4) (details are required in the minimum criteria section below). **Yes**

5. Whether and to what extent the outcome of the Sporting Event or Wager Category is determined solely by chance. **No, this is a professional sporting event.**

SECTION C

IF THE PROPOSED SPORTING EVENT OR WAGER CATEGORY IS BASED ON ESPORTS ACTIVITIES, PLEASE ANSWER THE FOLLOWING QUESTIONS

1. The proposed location(s) of the eSports event(s).

2. The video game used for the eSports event, including, without limitation, the publisher of the video game.

3. The eSports event operator, whether the eSports event operator is approved to host events by the video game

publisher, and whether the eSports event operator has any affiliation with the video game publisher.

4. The manner in which the eSports event is conducted by the eSports event operator, including, without limitation, eSports event rules and certification from a third party, such as an eSports event operator or the game publisher, that the eSports event meets the Commission’s event integrity requirements.

The proposed sporting event is not based on e-sports activities.

SECTION D

POLICIES AND PROCEDURES REGARDING EVENT INTEGRITY

To the extent known by the operator(s), please provide a description of policies and procedures regarding event integrity.

The PPA Tour is currently working with SportRadar (a leading global wagering integrity specialist) to implement integrity policies inclusive of rules and a code of conduct, reporting processes, instructive processes, disciplinary procedures, external stakeholder liaisons, and integrity unit development.

Players, coaches, referees, administrators, owners, and any other stakeholders will be subject to mandatory digital integrity education. Completion of this training is monitored, and performance is audited. The platform includes videos, drag & drop activities, and quizzes.

SECTION E

MINIMUM CRITERIA

1. Can the outcome of the Sporting Event or Wager Category be verified? If yes, explain the verification process.

Yes, the outcome of PPA Matches can be verified using official results from the PPA Tour – which come from the official referee scorecards.

2. Is the Sporting Event generating the outcome conducted in a manner that ensures sufficient integrity controls exist so the outcome can be trusted? Please explain.

Yes, the PPA is the official sanctioning body for Pickleball events in the US. All events follow the same set of rules and standards that are sent down by the PPA. Official PPA rules can be found in the supplemental documentation.

3. Is the outcome likely to be affected by any Sports Wager placed? Please explain.

The outcome is not likely to be affected by any wager placed. The PPA is a professional sporting body/event that is working with SportRadar to introduce strict integrity policies and code of conducts for all players. Players are compensated fairly and will be subject to mandatory integrity education.

4. Is the Sporting Event conducted in conformity with all applicable laws? Please explain.

Yes, the PPA Tour follows all guidelines handed down by PPA. The Sporting event does not contravene any gaming legislation in the state and believe it meets the criteria for a sporting event. There are no current prohibitions on the sport, or any of its players, by the MGC.

SECTION F

THE COMMISSION WILL CONSIDER THE REQUEST, ALL PROVIDED MATERIALS, AND ANY RELEVANT INPUT FROM THE SPORTS GOVERNING BODY OR THE CONDUCTOR OF THE SPORTING EVENT PRIOR TO AUTHORIZING A SPORTING EVENT OR WAGER CATEGORY.

1. NAME OF SPORTS GOVERNING BODY:

Professional Pickleball Association

2. HAS THE SPORTS GOVERNING BODY BEEN INFORMED OF THIS REQUEST? Choose an item. IF 'NO' PLEASE EXPLAIN THE REASON BEHIND IT:

PPA is aware FanDuel Sportsbook is requesting approval to conduct wagering on this event. FanDuel has received explicit approval by the PPA Commissioner, on behalf of the PPA Tour, to submit wagering applications in all jurisdictions it operates in.

3. IF THERE IS NO SPORTS GOVERNING BODY, NAME THE ENTITY THAT CONDUCTS THE SPORTING EVENT:

See above for sports governing body.

4. HAS THE ENTITY THAT CONDUCTS THE SPORTING EVENT BEEN CONTACTED REGARDING THIS REQUEST? IF 'NO' PLEASE EXPLAIN THE REASON BEHIND IT:

The Governing Body (Pickleball Association) has been notified of this request. FanDuel has been given explicit approval by the PPA Commissioner to submit wagering applications in all jurisdictions it operates in.

5. HAS ANY RELEVANT PLAYER'S ASSOCIATION BEEN INFORMED OF THIS PETITION?

No, there is no Players' Association.

IF ANY OF THE ABOVE ENTITIES HAVE BEEN CONTACTED, PLEASE PROVIDE ADDITIONAL DETAIL BELOW, INCLUDING BUT NOT LIMITED TO WHEN THE ENTITIES WERE INITIALLY CONTACTED ABOUT THE REQUEST ANY COMMENTS OR INPUT PROVIDED BY THE ENTITIES:

The PPA was contacted on July 12, 2023. FanDuel raised the following questions with the below responses from the PPA Commissioner:

1. Has the operator contacted the league (PPA) directly to discuss this submission to the MGC?
 - a. PPA Commissioner: The PPA can confirm that, in consultation with FanDuel, we are happy to be considered for approval in Massachusetts.
2. Is there any reason to believe the PPA would not want to appear in the approved events catalogue?
 - a. PPA Commissioner: The PPA would like to be included in the approved events catalogue.
3. Any other comments:
 - a. PPA Commissioner: We appreciate the partnership (with FanDuel) and your dedication to growing Pickleball.

SIGNATURE AND INFORMATION

I swear or attest under the pains and penalties of perjury that the information provided as part of this request for a hearing is true and accurate to the best of my knowledge and understanding.

Keegan Dunsford – Head of Wagering Compliance

07/28/2023

Signature of individual requesting new event/wager

Date

[If this request is submitted via email, it may be signed electronically by typing the petitioner’s name on the signature line above. In that case, the ‘signature’ must be preceded by /s/ (e.g.- /s/ John S. Doe). Use of an electronic signature permits the Commission to rely upon the signature as if it were handwritten.

Please submit this request and any attachments to the Massachusetts Gaming Commission via email at: mgcsportswagering@massgaming.gov.

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MGC PICKLEBALL SUBMISSION – SUPPLMENTAL DOCUMENTATION

DATE: 7/28/2023

Revision Number	Month/Year of Change(s) or Approval	Author(s)/Approver
1	27 th July 2023	Author(s): Keegan Dunsford – Head of Wagering Compliance Approver(s) Ben Conroy – Wagering Compliance Senior Manager

A. DESCRIPTION

The purpose of this document is to inform the MGC of supplemental information in regard to how FanDuel plans to offer wagering on Pickleball (specifically the PPA Tour) and the internal controls FanDuel Sportsbook will use to ensure the product is offered in a controlled, measured and safe manner.

B. DOCUMENT CONTROL

Under any circumstance, a person (FDG employee) may not edit, adjust, add to or in any way distribute this document without the approval of a Senior member of Market Compliance or Legal & Lobbying.

C. DEFINITIONS

Risk: A Function of FanDuel’s Risk & Trade vertical– Risk is responsible for the monitoring of ALL wagers placed by patrons on FanDuel’s online betting platforms, as well as via retail shops – across all US jurisdictions. Risk is a 24/7, 365 days a year team.

Market Compliance: FanDuel’s dedicated market compliance team – Market Compliance is responsible for ensuring all content appearing on FanDuel’s online betting platforms, as well the content available in our retail betting locations is compliant with all local, state, and federal regulations and legislation. Market Compliance is a 24/7, 365 days a year team. The Market Compliance team has an in-depth knowledge of all FanDuel’s Risk & Trading tooling and procedure.

D. Internal Risk & Compliance Controls

The overall risk process, not only for the offering of a new sport/leagues – but for any sport, league or event FanDuel Sportsbook is planning to offer wagering on, is a robust and specialized process.

INTEGRITY REVISION

Prior to choosing to offer product on our platforms, FanDuel Sportsbook will thoroughly review the specific Sport, Event or Leagues overall suitability to be wagered upon, as well as ensuring the league has, at the very minimum, integrity controls in place themselves that ensure a certain degree of event integrity. This could mean for example: Partnership agreements with integrity monitoring organizations (such as SportRadar), Internal integrity documentation and player integrity agreements.

If a sport, league, or event fails to provide or does not possess a level of integrity that FanDuel Sportsbook deems suitable, the review will end and the wagering product will not be offered. The review may continue if new information or documentation is provided and assessed.

Specific to the PPA Tour – FanDuel sportsbook ascertained information regarding the integrity policies put in place by the PPA Tour to safeguard integrity and to prevent instances of match manipulation. As provided in the submission to the MGC, The PPA Tour is currently working with Sportradar to implement integrity policies inclusive of rules and a code of conduct, reporting processes, instructive processes, disciplinary procedures, external stakeholder liaisons, and integrity unit development.

Players, coaches, referees, administrators, owners, and any other stakeholders will be subject to mandatory digital integrity education. Completion of this training is monitored, and performance is audited. The platform includes videos, drag & drop activities and quizzes.

The PPA Tour has also introduced an integrity reporting tool on their website, for any member of the public or within the PPA to anonymously report instances of integrity concerns that will be investigated by the PPA.

The league (PPA Tour) is currently approved for wagering without restrictions in Ontario, Connecticut, Louisiana, Illinois, Wyoming, Michigan, Tennessee, Colorado, Maryland & Washington. It is Pending Approval in New Jersey, Pennsylvania, Virginia & Arizona.

RISK AND COMPLIANCE REVISION

If FanDuel Sportsbook believes the sport, league or event contains a level of integrity suitable to be able to be wagered upon, we will begin a separate risk and compliance revision (often called a price assurance revision).

First and foremost, FanDuel Sportsbooks dedicated Market Compliance function will determine in which jurisdictions the sport, league or event is approved for wagering and if any restrictions apply to the specific product (if any). At this point in time the Market Compliance team may choose to submit a formal request for wagering to a jurisdiction for specified sport, event or league. This process is completed in consultation (where possible) with the governing body of the sport, event or league, as well as internal counsel, regulatory teams and partnerships teams. For PPA

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specifically, FanDuel Sportsbook has ascertained explicit approval from the PPA Commissioner to submit wagering applications for the PPA Tour in Massachusetts.

All teams are responsible for ensuring internal documentation is up to date, as well as ensuring any further questions that come from the submission are answered promptly and accurately – with any actions assigned to the relevant team. Once the sport, event or league is approved in a jurisdiction, the Market Compliance team, using dedicated compliance filtering platforms - is responsible for ensuring the product is enabled in this new jurisdiction – while simultaneously ensuring it is properly disabled in states that are yet to approve the product.

Complimenting the above process – FanDuel’s Risk & Trading function would be reviewing our internal trading protocols and processes to ensure the product would be offered in the safest and most responsible manner. Our risk team would be ensuring our limits (the amount able to be wagered on the event by a customer) are suitable for the type of sport, league or event. They would then ensure all risk tooling is updated to include the new product in all their monitoring software.

Simultaneously – any technical work to integrate the new product into our trading platforms would be completed, tested and signed off by our product teams. Extensive testing would be complete to ensure the product is stable and error free. The product will only be released if and when FanDuel teams are confident in the stability.

Specific to Pickleball (PPA Tour) – the league has gone through a thorough a through risk assessment. With wagering limits put in place that align with the caliber of the Tour to maximize integrity while allowing a fair wager to be placed. As the product is offered, this may change with FanDuel Sportsbook’s confidence in the product.

As previously mentioned, The PPA is aware that FanDuel Sportsbook will be submitting requests to wager on the PPA Tour in various jurisdictions.

RISK MONITORING/INTEGRITY REPORTING

Once FanDuel Sportsbook has started to accept wagering on the sport, event or league, ALL wagering activity is monitored 24/7 and 365 days of the year by our experienced risk teams. The team is also responsible for tracking and reporting any suspicious wagering activity on the league. Using their experience with thousands of different leagues and events – risk team members will raise any examples of suspicious wagering activity instantly to Risk & Trading Senior Leadership to investigate. If a decision is made that this is indeed suspicious it will reported to integrity monitoring organizations (for example US Integrity).

The risk team will also track the commercial outputs of the product on a periodic basis to ensure it is commercially viable for FanDuel Sportsbook. This is also an opportunity to retrospectively check again for any suspicious betting activity throughout the set time.

Specific to the PPA Tour – Our risk teams have had warning that we will be offering this product imminently, and – in which states. This works two-fold – 1. They are aware that they will begin seeing wagers on PPA Events. 2. They know which states and can support the market compliance team to ensure only states that approve the events have the events available.

If FanDuel Sportsbook receives credible reports of suspicious wagering activity from another operator, or anything relating to the integrity of the league that could impact wagering – FanDuel Sportsbook will promptly suspend wagering on all events, collate all wagers that may have been affected and start an internal investigation.



TO: Chair Cathy Judd-Stein and Commissioners Eileen O'Brien, Bradford Hill, Nakisha Skinner and Jordan Maynard

FROM: Joseph E. Delaney, Mary Thurlow and Lily Wallace

CC: Todd Grossman, Acting Executive Director

DATE: August 17, 2023

RE: Possible Modifications to CMF

Based on the discussions with the Commission on July 27, 2023, CMF Program Staff has developed a framework for possible revisions to the CMF. For the meeting on August 24, 2023, staff is requesting a vote of the Commission on whether to proceed with the development of the proposed Block Grant approach.

On July 27, the sense of the Commission was to continue to develop a framework of possible changes to the program and to obtain stakeholder input. For your consideration, we have included the original memo from the July 27 meeting and a proposed framework for program revisions.

CMF staff met with many of our current grantees on August 10, 2023 to discuss issues grantees have with the program and to identify potential solutions to the problems. We had over 40 attendees at the meeting. The overarching concern that stakeholders had with the program was identifying and quantifying casino related impacts.

We presented the same set of potential solutions to our grantees that were presented to the Commission on July 27. Overall, there was little appetite for re-opening 23k. Commenters generally felt that the potential downsides outweighed potential benefits.

Commenters agreed that having the Commission identify impacts that are related to the casinos and presenting a set of options for addressing the impacts would improve the program and make the identification of projects more straight forward. We are currently working with Mark VanderLinden and Bonnie Andrews to identify known impacts from the Massachusetts casinos as well as conducting a literature review of studies conducted in similar jurisdictions to see if there are other identified impacts that we have not considered. We recommend implementation of these changes regardless of whether we move ahead with the block grant program.

Commenters were intrigued with the idea of a block grant program. Many of the communities are familiar with the block grant approach through the federal Community



Massachusetts Gaming Commission

Development Block Grant and generally looked favorably on that approach. Communities were certainly interested in seeing more details, specifically on how the formula would distribute funds. There was also interest in allowing a percentage of the grant to be used for administrative purposes.

In addition, staff met with Derek Lennon and John Scully to discuss how movement to a block grant program might affect procurement and management of the grants. Nothing was identified that would affect the implementation of a block grant program.

Staff has set up Local Community Mitigation Advisory Committee (LCMAC) and Subcommittee on Community Mitigation meetings for August 22, 2023 to obtain input from those bodies on the possible modifications to the CMF.

Should the Commission want to move ahead with these modifications, the next steps in the process would be:

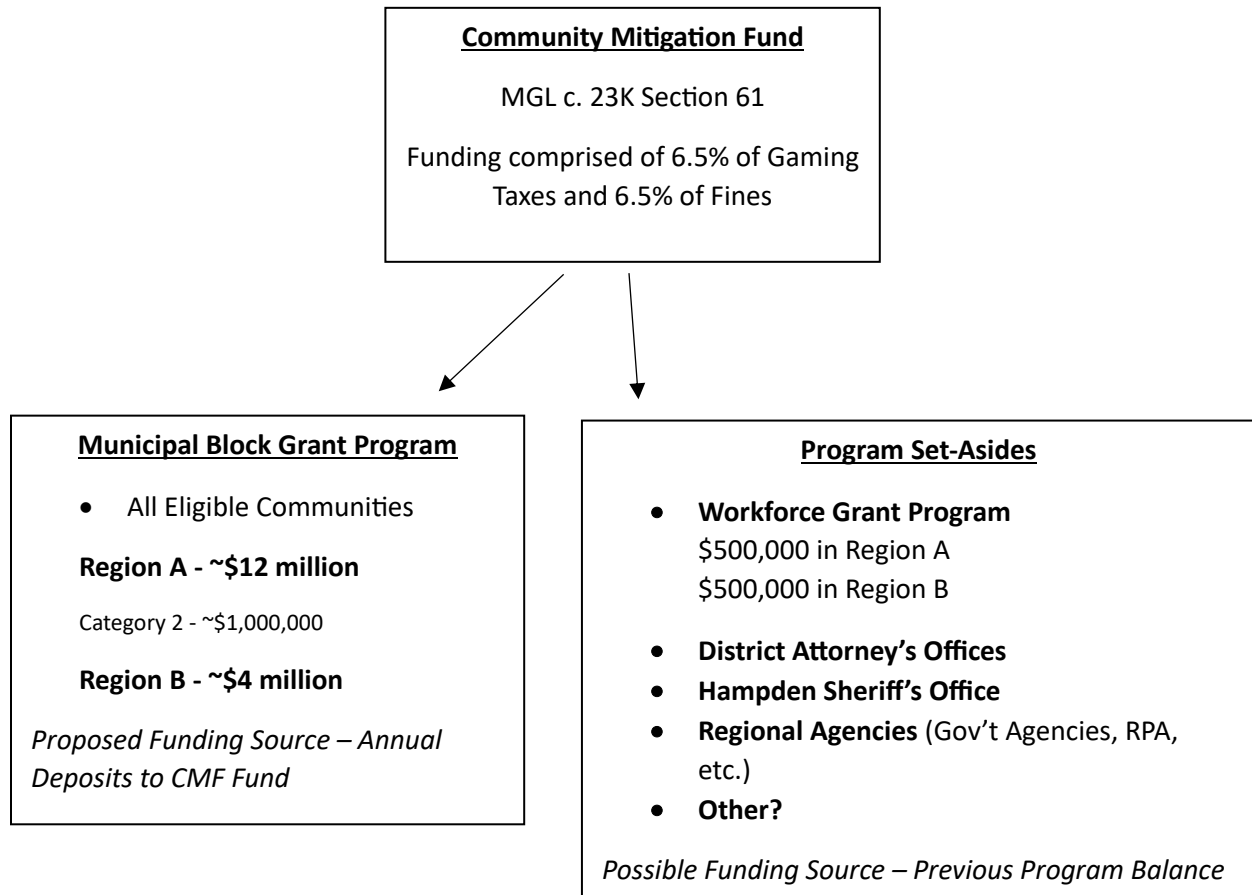
- Prepare the Policy questions for consideration by the Commission – the proposed framework includes a draft set of policy questions which will need to be expanded;
- Prepare a distribution formula and a draft set of Guidelines to implement the new structure;
- Obtain input from the Commission on Policy Questions and Draft Guidelines;
- Obtain input from LCMACs and Subcommittee on Policy Questions and Draft Guidelines;
- Hold a Public Hearing to obtain input from other stakeholders;
- Incorporate comments from Commission, Advisory Committees and other stakeholders;
- Prepare final Program Guidelines;
- Final vote of the Commission on Guidelines.



Massachusetts Gaming Commission

I. Proposed Community Mitigation Fund Block Grant Framework

The Community Mitigation Fund (CMF) Program Staff is proposing the below framework to the Community Mitigation fund. It would be comprised of a block grant program for eligible communities and outlined set asides for other entities acknowledged as potentially impacted in MGL c. 23K Section 61.



II. Proposed Community Mitigation Fund Block Grant Guidelines

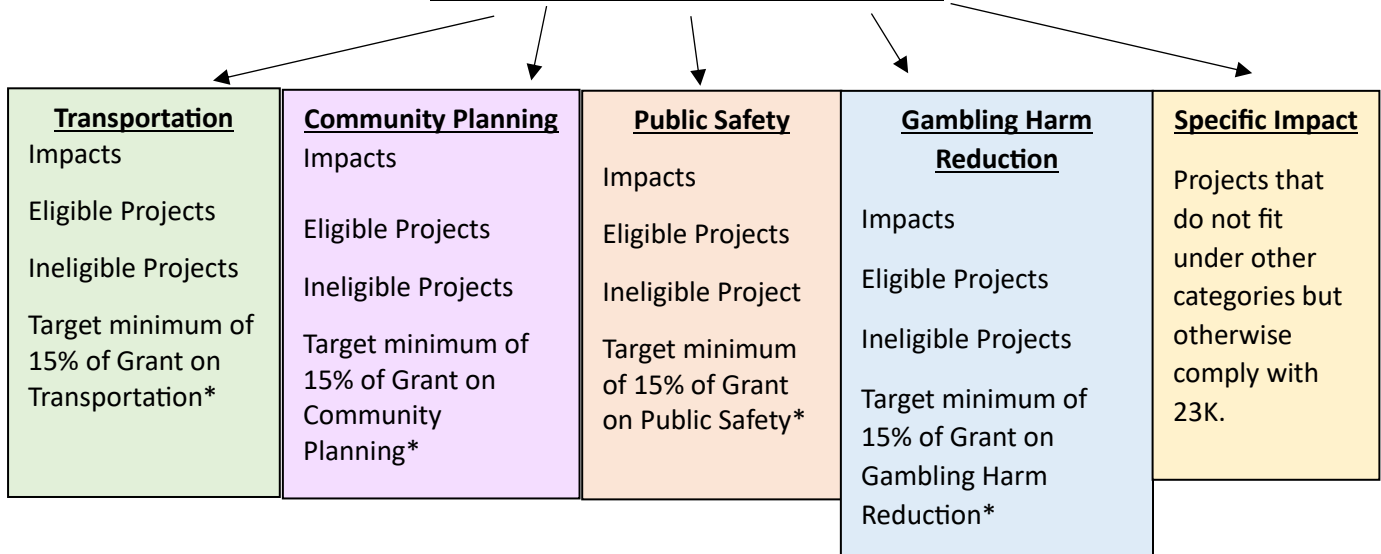
Municipal Block Grant Program

The program would feature a single application per community covering all projects the community is proposing to use the funds for. The application would be broken down into categories that are in line with Commission priorities and cognizant of previous CMF application requests.

Like the Community Preservation Act, we are considering a targeted minimum spend in each category of 15% with 40% of the grant discretionary across the categories. This may not be feasible for communities only receiving a smaller amount of money, but the program staff believes this will encourage communities to spread their funding across diverse priorities.

Another consideration is whether applicants would also be able to apply for supplemental funding for a project that may exceed their designated proposed allocation on a case-by-case basis provided there is funding left over in the year's spending goals. Program staff believes that this will give communities the flexibility to identify additional issues that require mitigation if necessary.

Municipal Block Grant Program Categories



Each category will have instructions that will outline impacts and proposed mitigation for example:

Example Transportation Category Framework

The Transportation category includes both Transportation Planning and Transportation Construction. The Commission has reviewed the traffic studies associated with the Gaming Establishments and available research on the impacts of increased traffic. Based on this review, the Commission has determined that the Gaming Establishments are likely to cause impacts on the local roadway networks.

Identified Impacts

1. Increases in traffic associated with the Gaming Establishments are likely to cause increased congestion along the major routes leading to/from the casinos.
2. Increases in traffic associated with the Gaming Establishments are likely to lead to increased motor vehicle accidents.
3. Increases in traffic associated with the Gaming Establishments are likely to increase the potential for conflicts between vehicular and bicycle/pedestrian traffic.
4. Increases in traffic congestion associated with the Gaming Establishments are likely to cause localized air pollution issues due to increased idling time.

Eligible Projects – Transportation Planning

1. Traffic studies to identify strategies for reducing congestion (e.g., improvements to traffic signals to improve traffic flow).
2. Studies to evaluate ways to reduce single vehicle trips (e.g., bus lane studies).
3. Studies to evaluate multi-use path development to help reduce vehicular traffic.
4. Roadway Safety Audits to identify safety deficiencies and possible solutions.
5. Studies of alternatives to improve safety of road corridors (e.g., road diets, complete streets concepts, etc.)
6. Development of design plans to implement safety and congestion reduction strategies.

Eligible Projects – Transportation Construction (up to 1/3 of total project cost)

1. Bike Share Networks.
2. Road/Traffic Signal construction to improve safety and/or reduce congestion.
3. Multi-use trail construction with a nexus to a trail network that serves the casino.
4. Bus lane construction.

Ineligible Projects:

- Repaving projects.
- Projects primarily associated with aesthetic improvements.
- Projects that do not address the impacts identified above.
- Police costs associated with traffic safety (these should be included in public safety)

Program Set-Asides

In order to address other relevant mitigation needs and capacity build around statewide mitigation initiatives program staff recommends a separate application for regional applicants. Program staff would provide additional application guidance by applicant type for example the Workforce Development program would have many of the same goals as our current program and the program for the District Attorney's offices would require applicants provide annual data on cases handled.

III. Community Block Grant Distribution Formula

It is the program staff's goal is to develop an equitable formula that will consider the impact on a community without being overly complicated. Formula Considerations could include:

- Distance from the Casino – Impacts diminish further away from the gaming establishment.
- Traffic Distribution – Certain communities are affected more than other communities taking into consideration state roads.
- Should employee residency impact payments?
- Should we tailor the formulas for each region or have one for the state?
- Should Host Communities receive the largest payment as they bear the largest percentage of the impacts?
- Should there be a minimum amount of money received by the communities?
- Should money generated in Region A stay with Region A and money generated in Region B stay with Region B?

IV. Grant Review and Approval Process

Workforce Grants – No proposed changes to this grant. RFR would be distributed towards the end of November with applications due January 31. Review team would evaluate as it does currently. Commission would vote as it does now.

Community Block Grants – The following is the anticipated process:

- Guidelines for the block grant are expected to be finalized in November.
- A series of workshops will be held to explain the new program.
- In late November, estimated grant amounts will be sent to the communities – final grant amounts will be established when the December revenue amounts come in. (Commission could vote grant amounts)
- Communities will have until January 31 to submit their Workplan for the Grant amount. This will constitute their request for funds as required by 23K Section 61. If funds are not requested by January 31, the community would forfeit the funds for that year.
- After receipt of the Workplans, the Review Team will convene and review each communities' conformance with the Guidelines. Communities will be given the opportunity to modify their workplans if the Review Team finds areas that do not comply with the Guidelines.
- Once the workplans are finalized, these will be brought to the Commission for final approval.
- After Commission approval, Grant Instruments and Contracts will be prepared and sent to the communities.

Program Set-Asides

- The Guidelines will identify what the allowed expenses are.
- Guidelines will need to determine eligibility.
- We will set aside a certain amount of money for these carve outs.
- The program would not be competitive.
- For the DA's Offices (and Hampden Sheriff), we expect to create an application form specific to those types of grants.
- Application would be due January 31.
- Remainder of the process would be the same as current.

V. Policy Questions

For the 2024 Grant Round, the Commission will need to address several policy questions. The following are some of the things that will need to be considered. Additional information on each will be presented to the Commission in September.

- Does the Commission want to pursue the restructuring of the CMF into a block grant program for Communities, a set-aside program for state/county public safety agencies, and a competitive program for Workforce Development?
- Does the Commission want to continue to fund the Hampden Sheriff's Office lease assistance? Options – Continue funding as-is, gradually reduce funding, fund for the last two years of the lease at current levels, end funding now.
- Does the Commission want to use currently available funds to fund the Workforce and Set-Aside Grants?
- Does the Commission want to have targeted minimum spending amounts in each category of Grant?
- Does the Commission want to continue Workforce Development Grants and if so at what level?
- Does the Commission want to reconsider community eligibility for CMF grants?
- Does the Commission want to establish minimum community grants by Region?
- Does the Commission want to allow an administrative fee (7.5%) for development of the Grant application and work plan?
- Does the Commission want to allow re-allocation of funds after plans have been approved? Would it be the 10% or \$10,000?
- Does the Commission want to increase the Workforce Development Spending?



TO: Chair Cathy Judd-Stein and Commissioners Eileen O'Brien, Bradford Hill, Nakisha Skinner and Jordan Maynard

FROM: Joe Delaney, Mary Thurlow, Lily Wallace

CC: Todd Grossman, Interim Executive Director

DATE: August 17, 2023

SUBJECT: North Attleboro Change in Grant Scope of 2021 Reserve Grant

Background:

The town of North Attleboro was awarded a Reserve Grant of \$100,000 to develop a traffic study on Kelley Boulevard which has traffic/congestion issues. The Town has recently requested that these funds be used for the construction of proposed improvements to Kelley Boulevard in lieu of performing a traffic study.

What has changed:

After awarding the Grant to North Attleborough, a regional developer has proposed to build a 300+ unit apartment complex on Kelley Boulevard. As such, the developer was required to perform a traffic study on Kelley Boulevard, which identified significant improvements necessary to mitigate impacts of the proposed development as well as providing overall improvements to traffic flow on Kelley Boulevard, including impacts associated with Plainridge Park Casino. The total cost of the improvements is \$6.2 million. This project will use several sources of funding to complete the construction: a \$3.9 million Mass Works grant; a \$500,000 contribution from the Town of Plainville; a \$1.2 million contribution from the Town of North Attleborough and a \$500,000 contribution from the developer. The remaining \$100,000 is proposed to be from the CMF grant. If allowed, this contribution of funds from the CMF would total 1.6% of the total project cost.

Guidelines and Staff Recommendation

Under our current Guidelines, transportation construction projects are eligible for mitigation funds. This proposal falls well below the maximum of 1/3 of the total project cost identified in the Guidelines. Considering that the developer performed the necessary traffic studies which eliminated the need for the Town to perform the study, the next logical use of these funds

Massachusetts Gaming Commission



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would be for implementation of improvements. Therefore, staff recommends that these funds be used towards the reconstruction of Kelley Boulevard.



Legal Division

TO: Cathy Judd-Stein, Chair
Eileen O'Brien, Commissioner
Brad Hill, Commissioner
Nakisha Skinner, Commissioner
Jordan Maynard, Commissioner

FROM: Caitlin Monahan, Deputy General Counsel
Paul Kominers, Anderson & Krieger, LLP

DATE: August 17, 2023

RE: Final Adoption of 205 CMR 230

Enclosed for the Commission's review is a proposed 205 CMR 230 for final adoption. This regulation addresses agreements between Category 3 operators and Category 1 or 2 operators. No comments were received on the emergency regulation, and no changes are proposed.

205 CMR 230: REVIEW OF A PROPOSED AGREEMENT WITH A CATEGORY 3 LICENSEE

230.01 Notice and Approval

230.01 Notice and Approval

- (1) In accordance with G.L. c. 23N, § 6(b)(4), no Category 1 or Category 2 Operator shall enter into an agreement related to mobile or digital Sports Wagering with a Category 3 Operator, including a Category 3 Operator whose Tethered Category 3 License is tethered to the Category 1 or 2 Operator's License, or amend such an agreement, without prior notice to and approval from the Commission.
- (2) Notwithstanding 205 CMR 230.01(1), the following agreements and amendments do not require approval:
 - (a) The acceptance by one Operator of a second Operator's standardized consumer terms of service in order to place a wager with the second Operator in accordance with G.L. c. 23N, § 13(c).
 - (b) Amendments as to form or to correct typographical errors.
- (3) In reviewing the agreement, the Commission may, at such times and in such order as the Commission deems appropriate, take any of the actions listed in 205 CMR 218.04(1).
- (4) Preliminary Approval.
 - (a) The parties to any agreement subject to 205 CMR 230.01(1) may request a preliminary approval.
 - (b) Whether to grant preliminary approval shall be in the Commission's discretion. However, the Commission shall not grant preliminary approval unless the parties demonstrate, through a clause in the agreement or otherwise, that the agreement can be promptly terminated if:
 - (i) the Commission denies final approval; or
 - (ii) the Commission withdraws the preliminary approval in accordance with 205 CMR 230.01(4)(d).
 - (c) If the Commission grants a preliminary approval, the parties may operate under the agreement until the Commission makes a final determination on the agreement.
 - (d) The Commission may withdraw a preliminary approval at any time if it finds reasonable cause to believe that the proposed agreement would be disadvantageous to the interests of the Commonwealth.

- (5) The Commission shall, at an open public meeting, either approve or reject the proposed agreement.
- (6) The Commission may reject any agreement requiring approval pursuant to 205 CMR 230.01(1) that it finds would be disadvantageous to the interests of the Commonwealth of Massachusetts. An agreement may, without limitation, be considered disadvantageous to the interests of the Commonwealth if:
 - (a) the Commission determines that the agreement would cause a violation of any of the applicable considerations set forth in M.G.L. c. 23N, §§ 5, 6, or 9(a), or any other applicable provisions of M.G.L. cc. 23K, 23N or 205 CMR; or
 - (b) the agreement would result in any party to the agreement having a financial interest in more Sports Wagering Licenses issued by the Commission than the party is permitted to hold or be tethered to under G.L. c. 23N.



Legal Division

AMENDED SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Amended Small Business Impact Statement in accordance with G.L. c. 30A, § 5 relative to the proposed amendments to **205 CMR 230: Review of a Proposed Agreement with a Category 3 Licensee**, for which a public hearing was held on August 15, 2023, at 9:15am EST.

This regulation was developed as part of the process of promulgating regulations governing sports wagering in the Commonwealth, and is primarily governed by G.L. c. 23N, § 6(b)(4). This regulation applies to agreements among sports wagering operators. Accordingly, this regulation is unlikely to have an adverse impact on small businesses.

In accordance with G.L. c.30A, §5, the Commission offers the following responses on whether any of the following methods of reducing the impact of the proposed regulation on small businesses would hinder achievement of the purpose of the proposed regulation:

0. Establishing less stringent compliance or reporting requirements for small businesses:

It is not readily apparent that this regulation would affect small businesses, as it applies to licensed sports wagering operators.

1. Establishing less stringent schedules or deadlines for compliance or reporting requirements for small businesses:

It is not readily apparent that this regulation would affect small businesses, as it applies to licensed sports wagering operators. There are no less stringent schedules for small businesses have been established, as it does not appear that this regulation impacts or affects small businesses.

2. Consolidating or simplifying compliance or reporting requirements for small businesses:

This amendment does not impose reporting requirements upon small businesses.

3. Establishing performance standards for small businesses to replace design or operational standards required in the proposed regulation:

Performance based standards are set forth in this regulation so that operators are aware of the process and timing required; however, it does not appear that these regulations will impact small businesses.



Massachusetts Gaming Commission

4. An analysis of whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

The Commission does not anticipate that the proposed regulation will deter or encourage the formation of new businesses in the Commonwealth.

5. Minimizing adverse impact on small businesses by using alternative regulatory methods:

As it is currently drafted, it does not appear that 230.00 will adversely impact small businesses.

Massachusetts Gaming Commission

By:

/s/ Carrie Torrasi
Carrie Torrasi, Deputy General Counsel

Dated: August 17, 2023



Massachusetts Gaming Commission



Legal Division

TO: Cathy Judd-Stein, Chair
Eileen O'Brien, Commissioner
Brad Hill, Commissioner
Nakisha Skinner, Commissioner
Jordan Maynard, Commissioner

FROM: Caitlin Monahan, Deputy General Counsel
Mina Makarious, Anderson & Krieger, LLP

DATE: August 17, 2023

RE: Final Adoption of 205 CMR 256.05

Enclosed for the Commission's review is a proposed 205 CMR 256.05 for final adoption. This regulation was revised in June 2023, subject to a 90-day waiver, to address advertising in venues where individuals under 21 years of age are expected to be present.

We have received a comment from one operator requesting that the Commission not adopt the proposed change adopted in June. That operator also asked that if the Commission does adopt the change that it clarify whether the regulation would require "21+" language for branding in locations viewable on a television broadcast, but not in the venue itself. In addition, that operator sought clarification of this requirement in instances where branding is superimposed onto a sports venue in a television broadcast, but not is not present at all at the venue.

Based on the proposed language, our view is that the regulation would apply to fixed signage at a venue that may be viewable from outside the venue, including on a broadcast. It would not, however, apply to non-fixed, superimposed signage viewable only on the broadcast.

205 CMR 256: SPORTS WAGERING ADVERTISING

256.05: Advertising to Youth

- (1) Advertising, marketing, branding, and other promotional materials published, aired, displayed, disseminated, or distributed by or on behalf of any Sports Wagering Operator shall state that patrons must be twenty-one years of age or older to participate; **provided that branding consisting only of a display of an Operator's logo or trademark related to Sports Wagering shall not be required to comply with this provision unless it is, or is intended to be, displayed on signage or a fixed structure at a sports venue where it is likely to be viewed by persons under 21 years of age.**
- (2) No Sports Wagering Operator shall allow, conduct, or participate in any advertising, marketing, or branding for Sports Wagering that is aimed at individuals under twenty-one years of age.
- (3) No advertising, marketing, branding, and other promotional materials published, aired, displayed, disseminated, or distributed by or on behalf of any Sports Wagering Operator for Sports Wagering shall contain images, symbols, celebrity or entertainer endorsements or language designed to appeal primarily to individuals younger than twenty-one years of age.
- (4) No advertising, marketing, branding, and other promotional materials published, aired, displayed, disseminated, or distributed by or on behalf of any Sports Wagering Operator for Sports Wagering shall be published, aired, displayed, disseminated, or distributed:
 - (a) in media outlets, including social media, video and television platforms, where 25% of the audience is reasonably expected to be under twenty-one years of age, unless adequate controls are in place to prevent the display, dissemination or distribution of such advertising, marketing, branding or other promotional materials to individuals under twenty-one years of age including by use of age category exclusions and similar mechanisms;
 - (b) in other media outlets, including social media, video and television platforms, unless the Operator utilizes all available targeted controls to exclude all individuals under twenty-one years of age from viewing such advertising, marketing, branding, and other promotional materials;
 - (c) at events aimed at minors or where 25% or more of the audience is reasonably expected to be under twenty-one years of age;
 - (d) at any elementary, middle, and high school, or at any sports venue exclusively used for such schools;

- (e) on any college or university campus, or in college or university news outlets such as school newspapers and college or university radio or television broadcasts, except for advertising, including television, radio, and digital advertising that is generally available, and primarily directed at an audience, outside of college and university campuses as well; or
 - (f) to any other audience where 25% or more of the audience is presumed to be under twenty-one years of age.
- (5) No Sports Wagering advertisements, including logos, trademarks, or brands, shall be used, or licensed for use, on products, clothing, toys, games, or game equipment designed or intended for persons under twenty-one years of age.
- (6) No advertising, marketing, branding, and other promotional materials published, aired, displayed, disseminated, or distributed by or on behalf of any Sports Wagering Operator for Sports Wagering shall depict an individual who is, or appears to be, under twenty-one years of age, except live footage or images of professional athletes during sporting events on which sports wagering is permitted. Any individual under the age of twenty-one may not be depicted in any way that may be construed as the underage individual participating in or endorsing sports gaming.
- (7) No advertising, marketing, branding, and other promotional materials published, aired, displayed, disseminated, or distributed by or on behalf of any Sports Wagering Operator for Sports Wagering shall depict students, schools or colleges, or school or college settings.

From: [MGC Website](#)
To: [Torrise, Carrie](#)
Subject: Regulations Public Comment Submission
Date: Monday, August 14, 2023 4:43:28 PM

Submitted By

Operator (Applicant or Licensed)

Business/Entity Name

FanDuel

Name

Andrew Winchell

Email

andrew.winchell@fanduel.com

Regulation

205 CMR 256: SPORTS WAGERING ADVERTISING

Subsection

205 CMR 256.05(1)

Comments

In this subsection the Commission is proposing changes to provide that in situations where “branding” is displayed on its own by Sports Wagering Operators, the Sports Wagering Operator is not required to include a message about sports wagering being limited to those who are 21+, but that such exception does not include situations where the branding is displayed in a sports venue where it is likely to be viewed by persons under 21 years of age.

We urge the Commission to reconsider the requirement that branding displayed in sports venues be singled out to require a 21+ disclaimer as opposed to branding displayed elsewhere in the Commonwealth. Due to the nature of in-arena advertising, locations where branding alone is used may be due to size constraints – for example advertisements placed on the top of a basketball backboard. Further, a patron would have to travel to a location where a licensed sportsbook is operating, or create an online sports wagering account, which utilizes robust age and identity verification processes to prevent underage individuals from creating an account. However, such a requirement is not present for other similarly age-gated products (alcohol for example) which are readily available to patrons in the sports venue.

In the event that the Commission does not remove the requirement for 21+ language to be added to brand displays in sports venues, we would request the following clarifications. First, would this regulation be interpreted to include branding in certain locations that is intended primarily for view by television audiences and has limited, or no visibility to patrons in the sports venue? For example, placing branding on the top of a basketball backboard or directly behind the batter in a baseball stadium? Second, can the Commission confirm that this would not apply to virtual signage which may be superimposed on the broadcast of the sporting event and appears to be signage in the arena, but in reality there is no display of the branding in the venue?



Legal Division

AMENDED SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Amended Small Business Impact Statement in accordance with G.L. c. 30A, § 5 relative to the proposed amendments to **205 CMR 256.05(1) SPORTS WAGERING ADVERTISING**, for which a public hearing was held on August 15, 2023, at 9:15am EST.

This regulation was developed as part of the process of promulgating regulations governing sports wagering in the Commonwealth, and is primarily governed by G.L. c. 23N, § 6(b)(4). It is intended to carry out the Commission’s mandate to promulgate regulations governing the advertising of sports wagering pursuant to G.L. c. 23N, § 4(c)(ii). The amendments being made are minor changes to address branding practices by operators. Accordingly, this regulation is unlikely to have an adverse impact on small businesses.

In accordance with G.L. c.30A, §5, the Commission offers the following responses on whether any of the following methods of reducing the impact of the proposed regulation on small businesses would hinder achievement of the purpose of the proposed regulation:

0. Establishing less stringent compliance or reporting requirements for small businesses:

It is not readily apparent that this regulation would affect small businesses, as it applies to licensed sports wagering operators.

1. Establishing less stringent schedules or deadlines for compliance or reporting requirements for small businesses:

It is not readily apparent that this regulation would affect small businesses, as it applies to licensed sports wagering operators. There are no less stringent schedules for small businesses have been established, as it does not appear that this regulation impacts or affects small businesses.

2. Consolidating or simplifying compliance or reporting requirements for small businesses:

This amendment does not impose reporting requirements upon small businesses.

3. Establishing performance standards for small businesses to replace design or operational standards required in the proposed regulation:



Massachusetts Gaming Commission

No standards applicable to small businesses are set forth. Provided standards are performance standards.

4. An analysis of whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

The Commission does not anticipate that the proposed regulation will deter or encourage the formation of new businesses in the Commonwealth.

5. Minimizing adverse impact on small businesses by using alternative regulatory methods:

As it is currently drafted, it does not appear that 256.01 will adversely impact small businesses.

Massachusetts Gaming Commission

By:

/s/ Carrie Torrasi

Carrie Torrasi, Deputy General Counsel

Dated: August 17, 2023



Massachusetts Gaming Commission



Legal Division

TO: Cathy Judd-Stein, Chair
Eileen O'Brien, Commissioner
Brad Hill, Commissioner
Nakisha Skinner, Commissioner
Jordan Maynard, Commissioner

FROM: Caitlin Monahan, Deputy General Counsel
Paul Kominers, Anderson & Krieger, LLP

DATE: August 17, 2023

RE: 205 CMR 219 and 205 CMR 231

Enclosed for the Commission's review is a proposed amended 205 CMR 219 and a draft 205 CMR 231. Together, these two regulations address the renewal of temporary and full Sports Wagering Licenses. These regulations are being proposed for emergency adoption to ensure that the regulatory environment with respect to renewals, and particularly renewals of temporary licenses, is clear to operators.

205 CMR 219 governs the issuance and renewal of temporary sports wagering licenses. 205 CMR 231 governs renewals of full sports wagering licenses.

205 CMR 219: The process for temporary licensees must address a variety of objectives. The Commission enacted the original 205 CMR 219.03-04 to ensure that a temporary licensee could operate for up to five years if necessary, but to ensure that the licensee was subject to a reevaluation of its suitability at the three-year mark. Originally, the plan was to terminate temporary licenses after five years. However, operators expressed concerns that they might be penalized through no fault of their own if there were Commission operational issues that prevented the Commission from assessing their suitability within five years. Accordingly, the Commission directed the development of a regulation that would allow temporary licensees to continue operating under temporary licenses after five years if the Commission was at fault. In discussion of that draft regulation, the Commission directed counsel to review again whether it

was possible to ensure that an operator operating under a temporary license for a full five years paid a full \$5,000,000 licensing fee. The proposed regulation balances all of these concerns.

This revised 205 CMR 219 limits the duration of a temporary license to one year in most cases. 205 CMR 219.03. Every year, the operator must seek leave to request a “renewed” temporary license. Upon receiving leave, the operator pays another \$1,000,000 licensing fee and goes through the statutory steps required for the issuance of a new temporary license.

The Commission would impose different degrees of scrutiny on the requests in different years. The degrees of scrutiny imposed are consistent with the prior regulation, which required an updated suitability review at year three. In the revised 205 CMR 219, the first time an operator seeks leave to request a renewed license (i.e., the second temporary license), review of the request is presumed to be pro forma. 205 CMR 219.04(5)(a)(ii). However, the Commission may still consider any appropriate factor. *Id.* The second time (i.e., the third temporary license), the IEB prepares a new preliminary-suitability report. 205 CMR 219.04(5)(b)(ii). Review of the next two renewals is again presumed to be pro forma. 205 CMR 219.04(5)(a)(ii).

After that – beginning with the fifth renewal (i.e., the sixth temporary license) – the degree of scrutiny imposed is flexible and determined annually, except that every year the Commission must consider “whether any delays in making a supplemental determination of suitability are primarily attributable to the Operator and its Qualifiers, and the Commission and its staff.” 205 CMR 219.04(5)(c)(ii).

The lead time required for the temporary licensee to apply for leave to obtain a renewed license, and the application fee, vary with the degree of scrutiny imposed. 205 CMR 219.04(5)(a)(i), (5)(a)(iii), (5)(b)(i), (5)(b)(iii), (5)(c)(i), (5)(c)(iii).

205 CMR 231: The renewal of full licenses is governed by G.L. c. 23N, § 6(f), which provides that a full license “may be renewed for 5-year periods upon payment of a \$5,000,000 renewal fee; provided, that the operator shall continue to meet all requirements under this chapter and the rules and regulations of the commission.” G.L. c. 23N, § 6(f). Accordingly, when a full operator applies for renewal, the Bureau prepares a report on the operator’s compliance history, and any other topic the Commission directs the Bureau to address. The Commission then may grant or deny the renewal. If the Commission grants the renewal, the operator pays a \$5,000,000 fee and has its license renewed for five years.

205 CMR 219: TEMPORARY LICENSING PROCEDURES

- 219.01 Eligibility to Request a Temporary License
- 219.02 Temporary License Request Process
- 219.03 Temporary License Expiration
- 219.04 Applying for Leave to Obtain a Renewed Temporary License

219.01 Eligibility to Request a Temporary License

- (1) A Person shall be eligible to request a Temporary License if:
 - (a) The Commission deems it eligible in accordance with 205 CMR 218.07(1)(a); or
 - (b) The Commission awards it a Sports Wagering License in accordance with 205 CMR 218.07(1)(b); or
 - (c) It has received leave to request a renewed Temporary License in accordance with 205 CMR 219.04.

219.02 Temporary License Request Process

- (1) Any Person who is eligible to request a Temporary License may submit a request for a Temporary License to the Executive Director on a form to be approved by the Commission. Such request shall be accompanied by an initial licensing fee of \$1,000,000 payable to the Commission.
- (2) Upon receiving a request for a Temporary License, the Executive Director or their designee shall within fourteen days determine whether the requestor is eligible to request a Temporary License and has paid the initial licensing fee as described in 205 CMR 219.02, and make a written recommendation to the Commission as follows:
 - (a) If the Executive Director determines that the requestor is eligible and has paid the initial licensing fee, they shall recommend to the Commission that the Commission issue the requested Temporary License.
 - (b) If the Executive Director determines that the requestor is not eligible or has not paid the initial licensing fee, they shall recommend to the Commission that the Commission deny the requested Temporary License.
- (3) Upon receiving a recommendation from the Executive Director in accordance with 205 CMR 219.02(2), the Commission shall, at an open public meeting held within fourteen days, either issue or deny the requested Temporary License.
 - (a) The Commission shall send written notice of the public meeting to the requestor at least seven days in advance of the meeting.

- (b) The Commission may in its discretion receive comment or presentations from representatives of the requestor or from the public.
- (4) Effective date of renewed Temporary Licenses. If the Operator already holds a Temporary License, and:
 - (a) The Commission issues a renewed Temporary License before the expiration of the prior Temporary License: the effective date of the renewed Temporary License shall be the day after the prior Temporary License expires.
 - (b) The Commission issues a renewed Temporary License during the period where the prior Temporary License remains in effect because of 205 CMR 219.03(3): the effective date of the renewed Temporary License shall be the day after the day the prior Temporary License would have expired if not for 205 CMR 219.03(3).
 - (c) Otherwise, the effective date of the renewed Temporary License shall be the day after the Commission's vote to issue the renewed Temporary License.
- (5) Any Temporary License shall be subject to conditions in accordance with M.G.L. c. 23N and 205 CMR 220.

219.03 Temporary License Expiration

- (1) The first Temporary License granted to an Operator in the Commonwealth shall expire after one year.
- (2) The Operator's second and subsequent Temporary Licenses shall each expire after one year, or after the Commission makes a supplemental determination of suitability and awards a Sports Wagering License in accordance with 205 CMR 218.06(7), whichever is shorter.
- (3) Non-expiration of licenses while timely request for leave to obtain a renewed temporary license is pending.
 - (a) If an Operator has submitted a timely application for leave to request a renewed Temporary License, the Operator's Temporary License shall not expire until:
 - (i) the application has finally been determined by the Commission; or
 - (ii) the operator fails to cure a deficiency within the time permitted by 205 CMR 219.04(2)(c).

- (b) An application for leave to request a renewed Temporary License shall be considered timely if it has been submitted within the time permitted, as applicable, by 205 CMR 219.04(5) or 205 CMR 219.04(2)(c).
- (4) Limited extension to wind down Sports Wagering Operations. Except as required by other regulations or a lawful order of the Commission: if the Commission denies a request for leave to obtain a renewed Temporary License, the Operator's Temporary License shall expire no sooner than two weeks after the date on which the Commission denies the renewal, or upon such later date as the Commission determines is necessary to allow wind down of the Operator's operations in the Commonwealth.

219.04 Applying for Leave to Obtain a Renewed Temporary License

- (1) Applications for leave to request a renewed Temporary License shall be submitted to the Executive Director on a form approved by the Commission.
- (2) Administrative sufficiency review.
 - (a) The Commission's Division of Licensing will review each application for leave for administrative sufficiency.
 - (b) When determining whether an application for leave is administratively sufficient, the Division of Licensing shall review only the form required by 205 CMR 219.04(1), and only determine whether all information or materials required to be provided in response to each question or request has been submitted.
 - (c) If an application for leave is determined to be insufficient:
 - (i) The Division shall notify the Operator by email. The notification shall specifically identify the deficiencies.
 - (ii) The Operator shall have the right to submit supplemental or corrected information to cure the deficiencies within one month.
 - (iii) For each deficient request component, the one-month period established in 205 CMR 219.04(2)(c)(ii) shall begin the day after:
 - (a) The last date to submit an application for leave to request a renewed temporary license, as established by 205 CMR 219.04(5), if that date has not passed; or
 - (b) The date on which the notification sent pursuant to 205 CMR 219.04(2)(c)(i) was sent, if the last date to submit an application for leave to request a renewed temporary license, as established by 205 CMR 219.04(5), has passed.

- (3) In reviewing the application for leave to request a renewed Temporary License, the Commission may, at such times and in such order as the Commission deems appropriate, take any of the actions listed in 205 CMR 218.04(1).
- (4) The Commission shall, at an open public meeting, either grant or deny leave to obtain a renewed Temporary License. The Commission shall send written notice of the public meeting to the requestor at least fourteen days in advance of the meeting.
- (5) Applications for leave to obtain a renewed Temporary License: timing, evaluation, and fees.
 - (a) Second, fourth, and fifth Temporary Licenses.
 - (i) Timing: An Operator may submit an application for leave to obtain a renewed Temporary License no sooner than ten months nor later than eleven months after the effective date of the prior Temporary License.
 - (ii) Evaluation: in determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor.
 - (iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$10,000 to defray the costs associated with the processing of the application and investigation of the licensee. Except for the dollar amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.
 - (b) Third Temporary License.
 - (i) Timing: an Operator may submit an application for leave to obtain a renewed Temporary License no later than three months after the effective date of the prior Temporary License.
 - (ii) Evaluation:
 - (a) Before the Commission may grant the Operator's application for leave, the Bureau shall conduct an investigation into the qualifications and continued suitability of the Operator and its Qualifiers, and submit a written report to the Commission, consistent with 205 CMR 215.01(2)(b).
 - (b) In determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor.

(iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$50,000 to defray the costs associated with the processing of the application and investigation of the licensee. Except for the dollar amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.

(c) Sixth and subsequent Temporary Licenses.

(i) Timing: an Operator may submit an application for leave to obtain a renewed Temporary License no later than three months after the effective date of the prior Temporary License.

(ii) Evaluation:

(a) Within one month of a positive determination of administrative sufficiency, the Commission may instruct the Bureau to conduct an investigation and submit a written report to the Commission. The investigation and written report shall address any topic directed by the Commission, and, in the Bureau's discretion, any other topic. If the Commission so instructs the Bureau, the Commission shall receive the Bureau's report before it may grant the Operator's application for leave. Otherwise, the Commission may grant the Operator's application for leave without receiving a report from the Bureau.

(b) In determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor. In addition, the Commission shall determine whether any delays in making a supplemental determination of suitability are primarily attributable to the Operator and its Qualifiers, and the Commission and its staff.

(iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$25,000 to defray the costs associated with the processing of the application and any investigation of the licensee. Except for the dollar amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.

(d) The Commission may, in its discretion, extend the time for filing a complete application for leave to enable an Operator to cure a deficiency in its application, provided that the application for leave was submitted before the established deadlines, or to provide a reasonable additional time

for filing in cases where extraordinary circumstances prevented a timely filing.

- (e) The Executive Director shall deny, without prejudice, any renewal request not accompanied by the required application fee.

205 CMR 219: TEMPORARY LICENSING PROCEDURES

- 219.01 Eligibility to Request a Temporary License
- 219.02 Temporary License Request Process
- 219.03 Temporary License Expiration
- 219.04 Applying for Leave to Obtain a Renewed Temporary License

219.01 Eligibility to Request a Temporary License

- (1) A Person shall be eligible to request a Temporary License if:
 - (a) The Commission deems it eligible in accordance with 205 CMR 218.07(1)(a); or
 - (b) The Commission awards it a Sports Wagering License in accordance with 205 CMR 218.07(1)(b-); or
 - (c) It has received leave to request a renewed Temporary License in accordance with 205 CMR 219.04.

219.02 Temporary License Request Process

- (1) Any Person who is eligible to request a Temporary License may submit a request for a Temporary License to the Executive Director on a form to be approved by the Commission. Such request shall be accompanied by an initial licensing fee of \$1,000,000 payable to the Commission.
- (2) Upon receiving a request for a Temporary License, the Executive Director or their designee shall within fourteen days determine whether the requestor is eligible to request a Temporary License and has paid the initial licensing fee as described in 205 CMR 219.02, and make a written recommendation to the Commission as follows:
 - (a) If the Executive Director determines that the requestor is eligible and has paid the initial licensing fee, they shall recommend to the Commission that the Commission issue the requested Temporary License.
 - (b) If the Executive Director determines that the requestor is not eligible or has not paid the initial licensing fee, they shall recommend to the Commission that the Commission deny the requested Temporary License.
- (3) Upon receiving a recommendation from the Executive Director in accordance with 205 CMR 219.02(2), the Commission shall, at an open public meeting held within fourteen days, either issue or deny the requested Temporary License.
 - (a) The Commission shall send written notice of the public meeting to the requestor at least seven days in advance of the meeting.

- (b) The Commission may in its discretion receive comment or presentations from representatives of the requestor or from the public.

(4) Effective date of renewed Temporary Licenses. If the Operator already holds a Temporary License, and:

- (a) The Commission issues a renewed Temporary License before the expiration of the prior Temporary License: the effective date of the renewed Temporary License shall be the day after the prior Temporary License expires.
- (b) The Commission issues a renewed Temporary License during the period where the prior Temporary License remains in effect because of 205 CMR 219.03(3): the effective date of the renewed Temporary License shall be the day after the day the prior Temporary License would have expired if not for 205 CMR 219.03(3).
- (c) Otherwise, the effective date of the renewed Temporary License shall be the day after the Commission's vote to issue the renewed Temporary License.

~~(4)~~(5) Any Temporary License shall be subject to conditions in accordance with M.G.L. c. 23N and 205 CMR 220.

219.03 Temporary License Expiration

- (1) The first Temporary License granted to an Operator in the Commonwealth shall expire after one year.
- ~~(5) The Operator's second and subsequent Temporary Licenses shall each expire after one year, or after the Commission makes a supplemental determination of suitability in accordance with 205 CMR 218.06(7), or one year, whichever is longer; provided, that if the Commission has not made and awards a supplemental determination of suitability within one year, the Temporary License shall:~~
 - ~~(2) expire after the Commission makes a supplemental determination of suitability Sports Wagering License in accordance with 205 CMR 218.06(7), or after three years, whichever is shorter, if the Operator does not.~~
 - ~~(a)(3) Non-expiration of licenses while timely request a renewal in accordance with 205 CMR 219.04; or for leave to obtain a renewed temporary license is pending.~~
 - ~~(b) expire after the Commission makes a supplemental determination of suitability in accordance with 205 CMR 218.06(7), or after five years, whichever is shorter, if the If an Operator timely requests and is granted a renewal in accordance with 205 CMR 219.04.~~

~~(6)(a)~~ Under no circumstances shall any Operator conduct Sports Wagering under a- has submitted a timely application for leave to request a renewed Temporary License after five years from, the date the Operator's Temporary License issued, shall not expire until:

(i) 219.04 the application has finally been determined by the Commission; or

(ii) the operator fails to cure a deficiency within the time permitted by 205 CMR 219.04(2)(c).

An application for leave to request a renewed Temporary License ~~Renewal Process~~

~~(7)(b)~~ An Operator may submit a renewal request in accordance with this shall be considered timely if it has been submitted within the time permitted, as applicable, by 205 CMR 219.04 between twenty-one months and twenty-four months after the date the Temporary License issued. —(5) or 205 CMR 219.04(2)(c).

(4) ~~Renewal requests~~ Limited extension to wind down Sports Wagering Operations. Except as required by other regulations or a lawful order of the Commission: if the Commission denies a request for leave to obtain a renewed Temporary License, the Operator's Temporary License shall expire no sooner than two weeks after the date on which the Commission denies the renewal, or upon such later date as the Commission determines is necessary to allow wind down of the Operator's operations in the Commonwealth.

219.04 Applying for Leave to Obtain a Renewed Temporary License

(1) Applications for leave to request a renewed Temporary License shall be submitted to the Executive Director on a form approved by the Commission.

~~(2) Before the Commission may consider the renewal request, the Bureau shall conduct an investigation into the qualifications and continued suitability of the licensee and its Qualifiers, and submit a written report to the Commission, in accordance with 205 CMR 215.01(2)(b).~~

(2) Upon receiving a report from the Bureau in accordance with Administrative sufficiency review.

(a) The Commission's Division of Licensing will review each application for leave for administrative sufficiency.

(b) When determining whether an application for leave is administratively sufficient, the Division of Licensing shall review only the form required by 205 CMR 219.04(1), and only determine whether all information or materials required to be provided in response to each question or request has been submitted.

- (c) If an application for leave is determined to be insufficient:
 - (i) The Division shall notify the Operator by email. The notification shall specifically identify the deficiencies.
 - (ii) The Operator shall have the right to submit supplemental or corrected information to cure the deficiencies within one month.
 - (iii) For each deficient request component, the one-month period established in 205 CMR 219.04(2)(c)(ii) shall begin the day after:
 - (a) The last date to submit an application for leave to request a renewed temporary license, as established by 205 CMR 219.04(5), if that date has not passed; or
 - (b) The date on which the notification sent pursuant to 205 CMR 219.03(2),04(2)(c)(i) was sent, if the last date to submit an application for leave to request a renewed temporary license, as established by 205 CMR 219.04(5), has passed.
- (3) In reviewing the application for leave to request a renewed Temporary License, the Commission may, at such times and in such order as the Commission deems appropriate, take any of the actions listed in 205 CMR 218.04(1).
- ~~(3)~~(4) The Commission shall, at an open public meeting, either grant or deny the requested renewal leave to obtain a renewed Temporary License. The Commission shall send written notice of the public meeting to the requestor at least fourteen days in advance of the meeting.
- (5) If the Commission denies a request Applications for renewal of leave to obtain a renewed Temporary License, the: timing, evaluation, and fees.
 - (a) Second, fourth, and fifth Temporary Licenses.
 - (i) Timing: An Operator may submit an application for leave to obtain a renewed Temporary License shall expire no sooner than two weeksten months nor later than eleven months after the effective date on which of the prior Temporary License.
 - (ii) Evaluation: in determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor.
 - (iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$10,000 to defray the costs associated with the processing of the application and investigation of the licensee. Except for the dollar amount of the fee, said fee

shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.

(b) Third Temporary License.

(i) Timing: an Operator may submit an application for leave to obtain a renewed Temporary License no later than three months after the effective date of the prior Temporary License.

(ii) Evaluation:

(+)(a) Before the Commission denies the renewal, may grant the Operator's application for leave, the Bureau shall conduct an investigation into the qualifications and continued suitability of the Operator and its Qualifiers, and submit a written report to the Commission, consistent with 205 CMR 215.01(2)(b).

(2) Renewal application and licensing fees.

(a) Application fee.

(b) Any renewal request. In determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor.

(+)(iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$50,000 to defray the costs associated with the processing of the renewal request application and investigation of the licensee. Except for the dollar amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.

(c) Sixth and subsequent Temporary Licenses.

(i) Timing: an Operator may submit an application for leave to obtain a renewed Temporary License no later than three months after the effective date of the prior Temporary License.

(ii) Evaluation:

(a) Within one month of a positive determination of administrative sufficiency, the Commission may instruct the Bureau to conduct an investigation and submit a written report to the Commission. The investigation and written report shall address any topic directed by the Commission, and, in the Bureau's discretion, any other topic. If the Commission so instructs the Bureau, the Commission shall

receive the Bureau's report before it may grant the Operator's application for leave. Otherwise, the Commission may grant the Operator's application for leave without receiving a report from the Bureau.

(b) In determining whether to grant or deny the application for leave, the Commission may consider, in its discretion, any appropriate factor. In addition, the Commission shall determine whether any delays in making a supplemental determination of suitability are primarily attributable to the Operator and its Qualifiers, and the Commission and its staff.

(iii) Fee: the application for leave shall be accompanied by a nonrefundable application fee of \$25,000 to defray the costs associated with the processing of the application and any investigation of the licensee. Except for the dollar amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.

(d) The Commission may, in its discretion, extend the time for filing a complete application for leave to enable an Operator to cure a deficiency in its application, provided that the application for leave was submitted before the established deadlines, or to provide a reasonable additional time for filing in cases where extraordinary circumstances prevented a timely filing.

(ii) The Executive Director shall deny, without prejudice, any renewal request not accompanied by the required application fee.

(b) Renewal licensing fee.

(i)(c) Within 30 days after the renewal of a Temporary License pursuant to 205 CMR 219.04(4), the licensee shall pay a non-refundable license fee of \$1,000,000 in accordance with 205 CMR 221.01(2).



SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Small Business Impact Statement in accordance with G.L. c. 30A, §2, relative to the proposed amendments to **205 CMR 219: Temporary Licensing Procedures**.

This regulation was promulgated as part of the process of promulgating regulations governing sports wagering in the Commonwealth, and is authorized by G.L. c. 23N, §4. This regulation is unlikely to have an impact on small businesses as it governs the issuance of licenses to Sports Wagering Operators who are not small businesses. Under G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

1. Estimate of the number of small businesses subject to the proposed regulation:

This regulation is unlikely to have an impact on small businesses.

2. State the projected reporting, recordkeeping, and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping, or other administrative costs required for small businesses to comply with this regulation.

3. State the appropriateness of performance standards versus design standards:

No standards applicable to small businesses are set forth. Provided standards are performance standards.

4. Identify regulations of the promulgating agency, or of another agency or department of the Commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

This amendment is unlikely to have any impact on the formation of new businesses in the Commonwealth.



Massachusetts Gaming Commission

Massachusetts Gaming Commission
By:

/s/ Carrie Torrasi
Carrie Torrasi, Deputy General Counsel

Dated: August 17, 2023



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com

205 CMR 231: RENEWAL OF A SPORTS WAGERING LICENSE

231.01 License Renewal Process

231.01 License Renewal Process

- (1) An Operator may submit a renewal request in accordance with this 205 CMR 231 on a form approved by the Commission no earlier than twelve months before, and no later than nine months before, the date on which the Operator's Sports Wagering License is scheduled to expire.
- (2) The Commission may, in its discretion, extend the time for filing a complete renewal request to enable an Operator to cure a deficiency in its request, provided that the renewal request was submitted before the established deadlines, or to provide a reasonable additional time for filing in cases where extraordinary circumstances prevented a timely filing.
- (3) Administrative sufficiency review.
 - (a) The Commission's Division of Licensing will review each renewal request for administrative sufficiency.
 - (b) When determining whether a request is administratively sufficient, the Division of Licensing shall review only the form required by 205 CMR 231.01(2), and only determine whether all information or materials required to be provided in response to each question or request has been submitted.
 - (c) If a request is determined to be insufficient:
 - (i) The Division shall notify the Operator by email. The notification shall specifically identify the deficiencies.
 - (ii) The Operator shall have the right to submit supplemental or corrected information to cure the deficiencies within one month.
 - (iii) For each deficient request component, the one-month period established in 205 CMR 231.01(3)(c)(ii) shall begin the day after:
 - (a) The last date to submit a renewal request, as established by 205 CMR 231.01(1), if that date has not passed; or
 - (b) The date on which the notification sent pursuant to 205 CMR 231.01(3)(c)(i) was sent, if the last date to submit a renewal request, as established by 205 CMR 231.01(1), has passed.

- (d) A positive determination of administrative sufficiency shall not constitute a finding with respect to the accuracy of the information submitted, and shall not bar a request for further information by the Commission, the Bureau or their agents and employees with respect to the request.
- (4) Non-expiration of licenses while timely renewal request is pending.
- (a) In accordance with G.L. c. 30A, § 13, if an Operator has submitted a timely renewal request, the Operator's Sports Wagering License shall not expire until:
 - (i) the request has been finally determined by the Commission; or
 - (ii) the operator fails to cure a deficiency within the time permitted by 205 CMR 231.01(3)(c).
 - (b) A renewal request shall be considered timely if it has been submitted within the time permitted, as applicable, by 205 CMR 231.01(1)-(2) or 205 CMR 231.01(3)(c).
- (5) Before the Commission may consider the renewal request, the Bureau shall conduct an investigation and submit a written report to the Commission. The Bureau's investigation and written report shall address, at a minimum:
- (a) The topics listed in 205 CMR 215.01(2)(b);
 - (b) The Operator's history of compliance with M.G.L. c. 23N and 205 CMR 200 *et seq.*; and
 - (c) Any other topic as directed by the Commission.
- (6) Upon receiving a report from the Bureau in accordance with 205 CMR 231.01(5), the Commission shall, at an open public meeting, either grant or deny the requested renewal.
- (7) In reviewing the renewal request, the Commission may, at such times and in such order as the Commission deems appropriate, take any of the actions listed in 205 CMR 218.04(1).
- (8) Evaluating the renewal request.
- (a) If the Operator continues to meet all requirements of M.G.L. c. 23N and the rules and regulations of the Commission, the Commission shall grant the requested renewal.
 - (b) If the Operator has violated any requirements of M.G.L. c. 23N or the rules and regulation of the Commission:

- (i) The Commission may, in its sole discretion, grant or deny the requested renewal.
 - (ii) In deciding whether to grant or deny the requested renewal, the Commission may consider, in addition to any other factor, the seriousness and duration of the Operator's violation or violations; the Operator's mitigation or remediation efforts; and the Operator's overall history of compliance with M.G.L. c. 23N and 205 CMR.
- (9) If the Commission grants the requested renewal:
 - (a) Within 30 days, the Operator shall pay a non-refundable license fee of \$5,000,000. The payment shall be made in accordance with 205 CMR 221.02.
 - (b) The term of the license shall be extended for five years. The determination of the License's new expiration date shall exclude any automatic extension provided for by 205 CMR 231.01(4).
- (10) Limited extension to wind down Sports Wagering Operations. Except as required by other regulations or a lawful order of the Commission: if the Commission denies the requested renewal, the License shall expire no sooner than two weeks after the date on which the Commission denies the renewal, or upon such later date as the Commission determines is necessary to allow wind down of the Operator's operations in the Commonwealth.
- (11) Fee. the renewal request shall be accompanied by a nonrefundable application fee of \$50,000 to defray the costs associated with the processing of the application and investigation of the licensee. Except for the amount of the fee, said fee shall be subject to the provisions of 205 CMR 214.01 and 205 CMR 214.02.



SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Small Business Impact Statement in accordance with G.L. c. 30A, §2, relative to the proposed amendments to **205 CMR 231: Renewal of a Sports Wagering License**.

This regulation was promulgated as part of the process of promulgating regulations governing sports wagering in the Commonwealth, and is authorized by G.L. c. 23N, §4. This regulation is unlikely to have an impact on small businesses as it governs the issuance of licenses to Sports Wagering Operators who are not small businesses. Under G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

1. Estimate of the number of small businesses subject to the proposed regulation:

This regulation is unlikely to have an impact on small businesses.

2. State the projected reporting, recordkeeping, and other administrative costs required for compliance with the proposed regulation:

There are no projected reporting, recordkeeping, or other administrative costs required for small businesses to comply with this regulation.

3. State the appropriateness of performance standards versus design standards:

No standards applicable to small businesses are set forth. Provided standards are performance standards.

4. Identify regulations of the promulgating agency, or of another agency or department of the Commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, and the Commission is unaware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

This amendment is unlikely to have any impact on the formation of new businesses in the Commonwealth.



Massachusetts Gaming Commission

Massachusetts Gaming Commission
By:

/s/ Carrie Torrissi
Carrie Torrissi, Deputy General Counsel

Dated: August 17, 2023



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



Initiative for **UPLIFTING** *local* **PROCUREMENT**

DEI Executive Search Firm Evaluation

Preliminary Report

Prepared by the Local Enterprise Assistance Fund

Monday August 14, 2023



Executive Summary

The Local Enterprise Assistance Fund (LEAF) is pleased to present the Massachusetts Gaming Commission (MGC) with its preliminary report on the DEI Executive Search Firms Evaluation project in fulfillment of the MGC Technical Assistance Grant program awarded in August of 2023. MGC engaged LEAF to provide an evaluation of DEI executive search firms that operate locally. The evaluation is based on the capability requirements of MGC, a list of which was made available to LEAF staff by the Commission.

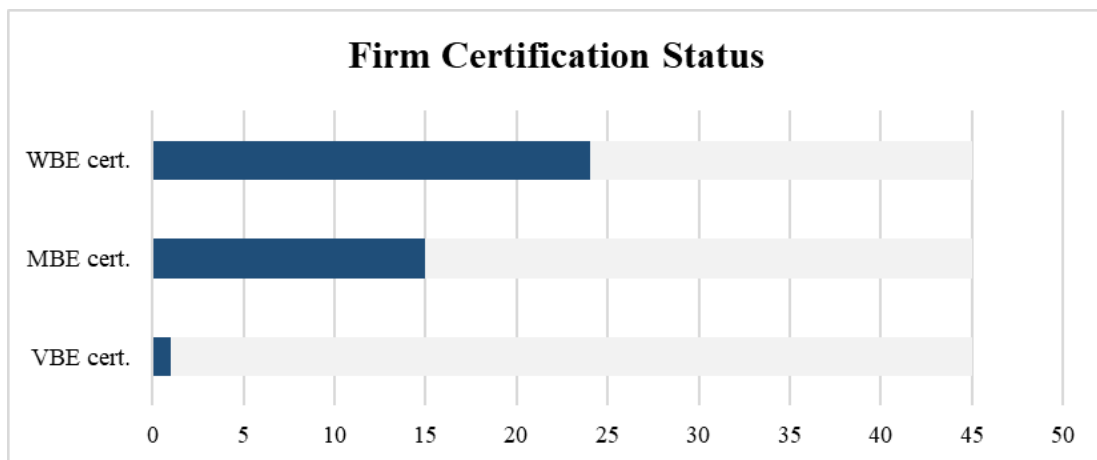
LEAF assembled an executive search firms universe that comprised companies listed in the Massachusetts Supplier Diversity Office directory and companies from LEAF’s own network, a universe of 45 firms. LEAF applied an initial screen to exclude companies whose activities were out of the scope of the services required by the commission due to industry focus. Seven firms passed the initial screening, and LEAF staff contacted each to gather detailed process, track record, and capabilities information to analyze suitability for MGC.

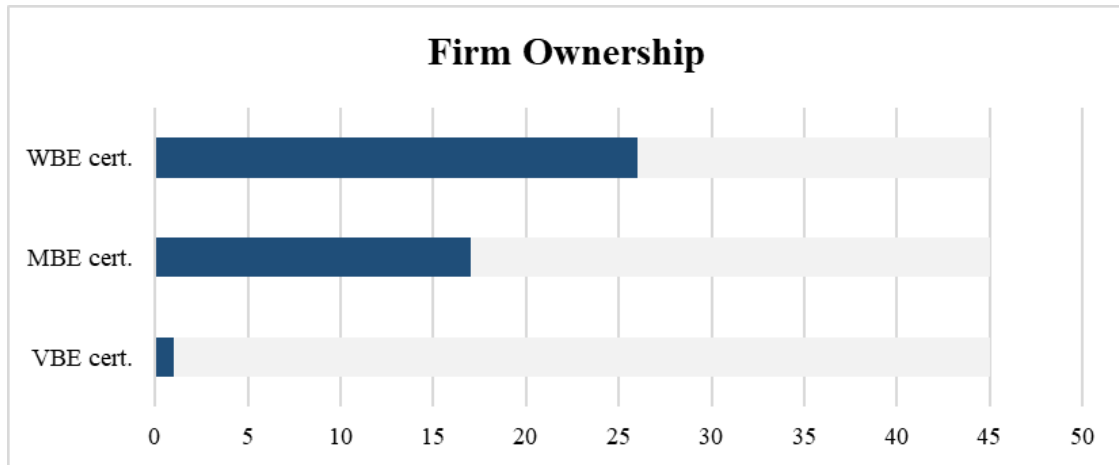
LEAF is pleased to provide capability information reports on the top five firms from the initial universe (Exhibit 1).

Data Sources

The initial universe of executive search firms consisted of a list of companies provided to LEAF by MGC that contained Staffing Services companies in the Massachusetts Supplier Diversity Office (SDO) directory (40 companies), and a list of companies that LEAF gathered from its partner network (5 companies). The companies that LEAF sourced from its partner network were minority and women-owned enterprises that were not certified by SDO. LEAF’s ongoing procurement diversity programming includes campaigns to encourage and assist disadvantaged businesses to obtain certifications from SDO and other certifying entities.

26 of the 45 companies in the search universe were based in Massachusetts. The non-MA based companies were national firms that had a presence in the state. 15 companies were certified as MBE, 24 as WBE, and 1 as VBE. 2 of the firms in LEAF’s universe were minority and women-owned businesses that were not SDO certified.





Methodology and Process

The vetting methodology consisted of three components:

- Passive Relevance Determination.
- Active Relevance Determination.
- Outreach and Requirements Responses Acquisition.

1. Passive Relevance Determination:

The SDO listed firms provided multiple staffing and human resources services and required an initial review to confirm executive search capability. We searched the SDO directory for keywords related to executive search including terms such as “executive search,” “recruiting,” “staffing,” and “placement” to ensure that we started with a list of relevant firms. This search resulted in 40 firms.

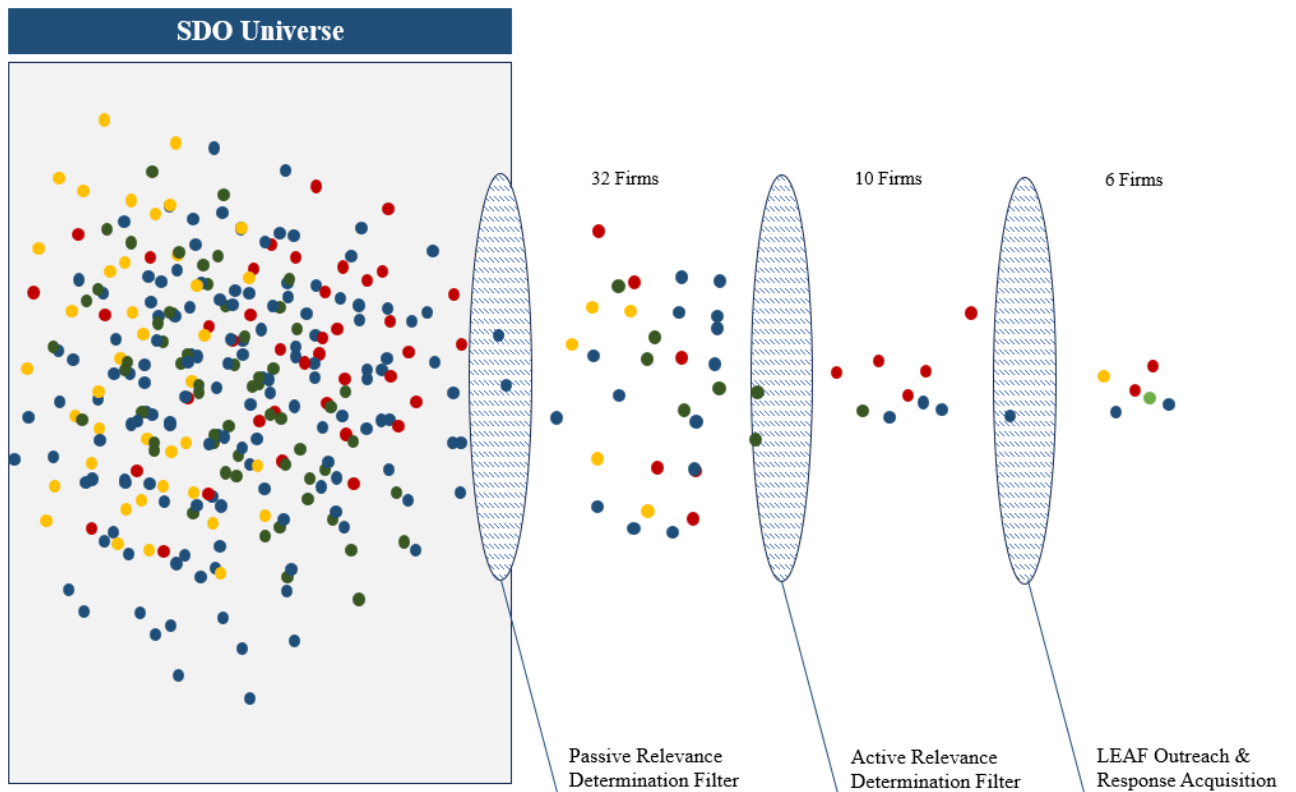
In compliance with the mandate of the grant, we prioritized veteran-, women-, and/or minority-owned businesses. As such, we screened the list for companies with at least one of those characteristics. This resulted in a list of 32 companies.

2. Active Relevance Determination:

After the initial relevance determination, we examined the “Business_SDO_Description” of each company in the list and excluded all the companies where there was little ambiguity that they didn’t offer executive search services; several firms had a narrow scope of services such as temporary staffing, or offered specialized industry recruiting such as nursing and IT. In the cases where the description was vague, such as “staffing services,” we visited their website and looked for any information on executive search services, and excluded the companies that did not offer executive search services. This screen resulted in ten companies.

3. Outreach and Requirements Responses Acquisition:

Our staff contacted each of the ten companies by email and phone to gather responses to the evaluation questions that met the requirements of MGC. Five firms completed the evaluation questionnaires and provided detailed responses, four firms did not respond, and one firm declined due to a large workload. We compiled all the responses in the Excel file titled “MGC Executive Search - All Responses.xlsx”, which is provided with this report.



Results

As a result of our preliminary interviews and data analysis, we exclude one company, Able Associates, due to lack of experience with government agencies and to limited experience filling C-suite roles (the company specializes in staffing middle management for manufacturing companies).

We reached out to our network for executive search firm recommendations. This outreach connected us with two additional companies, Gumbs Partners and Arka HR Solutions, both woman-, minority-owned firms. We received responses to the evaluation questionnaire from Gumbs Partners, while Arka HR Solutions was not due to a high workload.

Please see the attached capability information reports on the top five executive search firms (Exhibit 1). To view the data without the statistics and formatting, please see the attached spreadsheet titled “Table 1 - Top 5 Executive Search Firms.pdf”. The top five firms are presented in alphabetical order.



EXHIBIT 1:



MH Group, LLC

VENDOR INFORMATION

Name of Business: MH Group, LLC
 Name of Contact: Nicole Polite
 Date of Organization: 5/18/2018
 State of Organization: MA
 Type of Organization: For-Profit
 Business Address: 42 Harkness Avenue, East Longmeadow, MA, 01028
 Business Phone Number: (413)788-0751
 Contact Email: nicole@manehire.com
 Web Address: www.manehire.com

Disadvantaged Business Enterprise Status

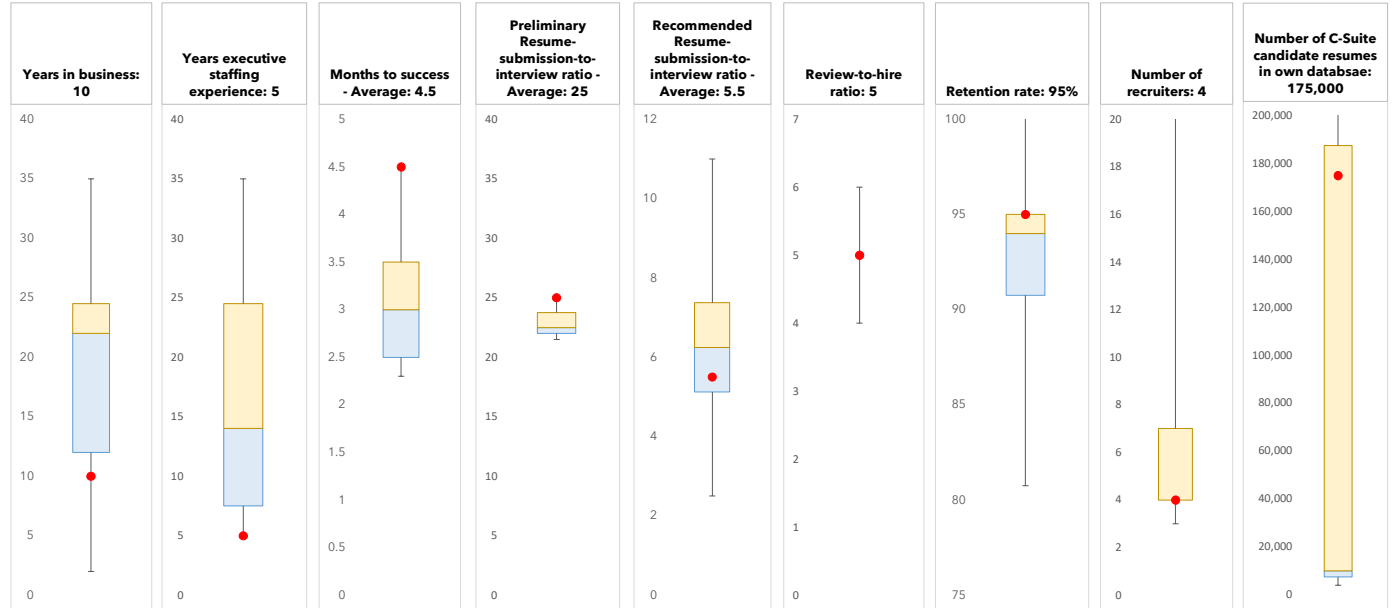
	Certified	Cert. Date	Renew Date
MBE	YES	1/16/2020	1/16/2026
WBE	YES	1/16/2020	1/16/2026
PBE	NO	--	--
VBE	NO	--	--
SBPP	NO	--	--
ACDBE	NO	--	--
DBE	NO	--	--
LGTBE	NO	--	--
SDVOBE	NO	--	--

Procurement Portfolio Construction Metrics

Primary NAICS Code: 561311
 Primary NAICS Description: Employment Placement Agencies
 UP Industry Classification:
 Technical Assistance Recipient:
 Contract Financing Approved:
 UP Platform Frequency:

QUANTITATIVE EVALUATION METRICS

Years in business	10
Years executive staffing experience	5
Months to success - Range	3 - 6
Months to success - Average	5
Preliminary Resume-submission-to-interview ratio - Range	20 - 30
Preliminary Resume-submission-to-interview ratio - Average	25
Recommended Resume-submission-to-interview ratio - Range	5 - 6
Recommended Resume-submission-to-interview ratio - Average	6
Review-to-hire ratio	5
Retention rate	95%
Retention rate - After Number of Years	5.00
Number of recruiters	4
Number of C-Suite candidate resumes in own databsae	175,000





QUALITATIVE EVALUATION

Does their company have experience working with government agencies?	No
In which industries do they have the most experience in placing executives? (Top 3)	Healthcare, Education, Nonprofit
Does their company have experience filling C-suite positions?	Yes
What other types of senior-level positions have they placed?	Executive Directors, VPs, Directors
How long does it typically take them to fill C-suite positions?	3-6 months
Are they able to fill C-suite positions in 6 months or less?	Yes
What is their "Resume Submission to Interview" Ratio?	First screen down to 20-30 candidates, interview them, and submit 5-6 candidates to the client.
What is their "Interview to Hire" Ratio?	On average client companies interview 5 of their recommended candidates before hiring 1.
What is their position retention rate?	95% after 5 years.
Where are their offices located?	East Longmeadow, MA and Windsor, CT

Candidate Screening Process

First, candidates are sorted based on various criteria and preliminary interviews are conducted. Next is the interview process, which involves telephone and video assessments. The background screening phase involves thorough checks of applicant information, including criminal and other background checks. The selection process includes consultations and assistance during the interviews, leading to the final selection. They can help with negotiations to finalize the terms with the selected candidate. The process concludes with search closure/sign-offs, ensuring professional communication with all applicants, and requires prompt responses and honest collaboration from the client.

Recruiting Process

Their recruitment process and approach includes advertising but also relies more upon an aggressive sourcing and a marketing campaign.



Gumbs Partners

VENDOR INFORMATION

Name of Business: Gumbs Partners
 Name of Contact: Lauren Gumbs
 Date of Organization:
 State of Organization: New York
 Type of Organization:
 Business Address: PO Box 381084, Brooklyn, NY 11238
 Business Phone Number: 718-857-8537
 Contact Email: lgumbs@gumbspartners.com
 Web Address: <http://gumbspartners.com/>

Disadvantaged Business Enterprise Status

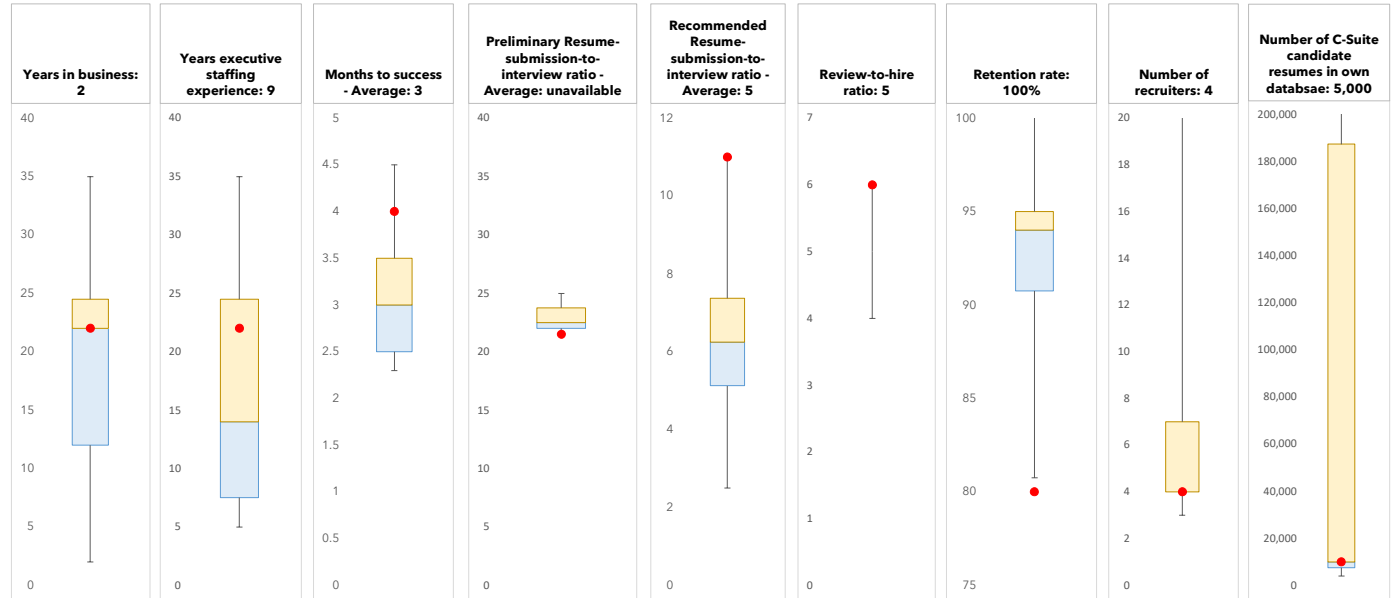
	Certified	Cert. Date	Renew Date
MBE	NO	--	--
WBE	NO	--	--
PBE	NO	--	--
VBE	NO	--	--
SBPP	NO	--	--
ACDBE	NO	--	--
DBE	NO	--	--
LGTBE	NO	--	--
SDVOBE	NO	--	--

Procurement Portfolio Construction Metrics

Primary NAICS Code:
 Primary NAICS Description:
 UP Industry Classification:
 Technical Assistance Recipient:
 Contract Financing Approved:
 UP Platform Frequency:

QUANTITATIVE EVALUATION METRICS

Years in business 22
 Years executive staffing experience 22
 Months to success - Range 3 - 5
 Months to success - Average 4
 Preliminary Resume-submission-to-interview ratio - Range 18 - 25
 Preliminary Resume-submission-to-interview ratio - Average 22
 Recommended Resume-submission-to-interview ratio - Range 10 - 12
 Recommended Resume-submission-to-interview ratio - Average 11
 Review-to-hire ratio 6
 Retention rate 80%
 Retention rate - After Number of Years 5.00
 Number of recruiters 4
 Number of C-Suite candidate resumes in own databsae 10,000





QUALITATIVE EVALUATION

Does their company have experience working with government agencies?	No
In which industries do they have the most experience in placing executives? (Top 3)	Nonprofit Foundations, Housing Nonprofits, Community Development Organizations
Does their company have experience filling C-suite positions?	Yes
What other types of senior-level positions have they placed?	Executive directors, VPs
How long does it typically take them to fill C-suite positions?	3-5 months, averaging 14 weeks
Are they able to fill C-suite positions in 6 months or less?	Yes
What is their "Resume Submission to Interview" Ratio?	Typically filter down to 18-25 candidates and after interviews they recommend 10-12 candidates to the client.
What is their "Interview to Hire" Ratio?	Clients typically interview 4-6 of their recommended candidates before hiring one.
What is their position retention rate?	80% retention after 5 years (for the past 10 years). If the chosen candidate leaves the position within 1 year then they'll redo the search at a significantly discounted rate. They have only had 2 instances of this happening.
Where are their offices located?	Brooklyn, NY

Candidate Screening Process

On average, when working with a large foundation, they may start with as many as 200 candidates, interview 18-25, then do a consultation with colleagues, and recommend 10-12, and the client interviews 4-6.

Recruiting Process

They have a database and also will do an open application looking for people beyond the database. They undertake original research to identify the best candidates for the job. They only work on 4-5 searches at any given time to free up capacity to find the best fit candidate for each position.



Centum Search, LLC

VENDOR INFORMATION

Name of Business: Centum Search, LLC
 Name of Contact: Michelle Trieu
 Date of Organization: 9/2/2021
 State of Organization: MA
 Type of Organization: For-Profit
 Business Address: 867 Boylston St 5th Floor 1452, Boston, MA, 02116
 Business Phone Number: (617)229-5424
 Contact Email: mt@centumsearch.com
 Web Address: https://www.centumsearch.com/

Disadvantaged Business Enterprise Status

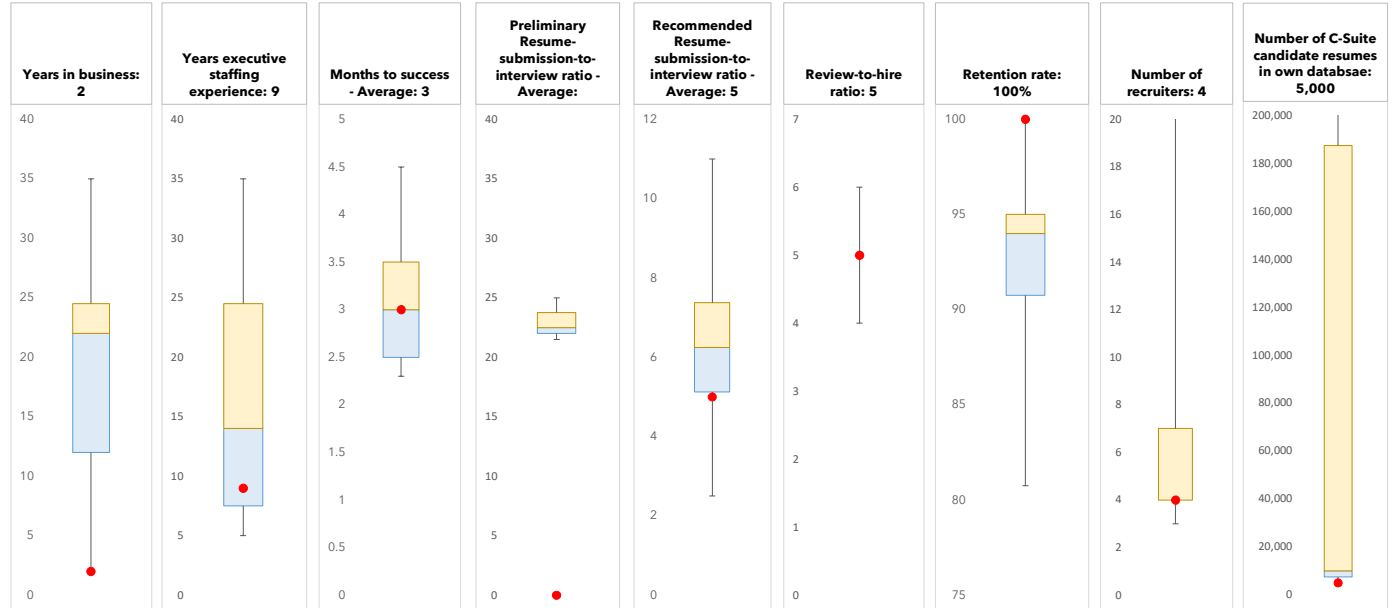
	Certified	Cert. Date	Renew Date
MBE	YES	4/13/2023	4/13/2026
WBE	YES	4/13/2023	4/13/2026
PBE	NO	--	--
VBE	NO	--	--
SBPP	NO	--	--
ACDBE	NO	--	--
DBE	NO	--	--
LGTBE	NO	--	--
SDVOBE	NO	--	--

Procurement Portfolio Construction Metrics

Primary NAICS Code: 561311
 Primary NAICS Description: Employment Placement Agencies
 UP Industry Classification:
 Technical Assistance Recipient:
 Contract Financing Approved:
 UP Platform Frequency:

QUANTITATIVE EVALUATION METRICS

Years in business	2
Years executive staffing experience	9
Months to success - Range	2 - 4
Months to success - Average	3
Preliminary Resume-submission-to-interview ratio - Range	-
Preliminary Resume-submission-to-interview ratio - Average	unavailable
Recommended Resume-submission-to-interview ratio - Range	-
Recommended Resume-submission-to-interview ratio - Average	5
Review-to-hire ratio	5
Retention rate	100%
Retention rate - After Number of Years	0.25
Number of recruiters	4
Number of C-Suite candidate resumes in own databsae	5,000





QUALITATIVE EVALUATION

Does their company have experience working with government agencies?	Founder has 4 years of experience working with the Commonwealth of Massachusetts and its agencies prior to founding the company
In which industries do they have the most experience in placing executives? (Top 3)	Tech, Manufacturing, Pharmaceuticals
Does their company have experience filling C-suite positions?	Yes
What other types of senior-level positions have they placed?	Mid-level leadership through the C-suite
How long does it typically take them to fill C-suite positions?	2-4 months
Are they able to fill C-suite positions in 6 months or less?	Yes
What is their "Resume Submission to Interview" Ratio?	After screening and interviews, they typically recommend 5-10 candidates to the client.
What is their "Interview to Hire" Ratio?	Clients typically interview 5 of their recommended candidates before hiring one.
What is their position retention rate?	They perform a 1 and 3 month post-placement check in, currently 100% retention.
Where are their offices located?	Boston, MA and Charlotte, NC

Candidate Screening Process

The screening of candidates focuses on three areas: current skills, previous experience, and employment logistics. During the kick off phase, hiring leaders help define the ideal candidate profile, including essential and preferred skills and compliance with client guidelines. Tailored screening questions are developed for each job order, and candidates' responses are documented during interviews. Only the five most relevant candidates are shortlisted and presented to the client in an accessible format, highlighting their experience and skills within context.

Recruiting Process

Kick off - Recruitment meeting to develop target hiring profile w. skills matrix, timeline, EVP, and storyboard. Clients can expect, in return, a Search Scope to ensure details are properly documented and all parties are aligned with Search requirements. Using the Scope, they create a storyboard to showcase the client's organization and details on the role, beyond the JD, to engage and excite candidates. This directly increases candidate engagement and client's brand awareness.



Renaissance Network, Inc.

VENDOR INFORMATION

Name of Business: Renaissance Network, Inc.
 Name of Contact: Judi Sargent
 Date of Organization: 2/7/1996
 State of Organization: MA
 Type of Organization: For-Profit
 Business Address: 1 Gateway Ctr, Suite 814, Newton, MA, 02458
 Business Phone Number: (617)796-9200
 Contact Email: andy@ren-network.com
 Web Address: www.ren-network.com

Disadvantaged Business Enterprise Status

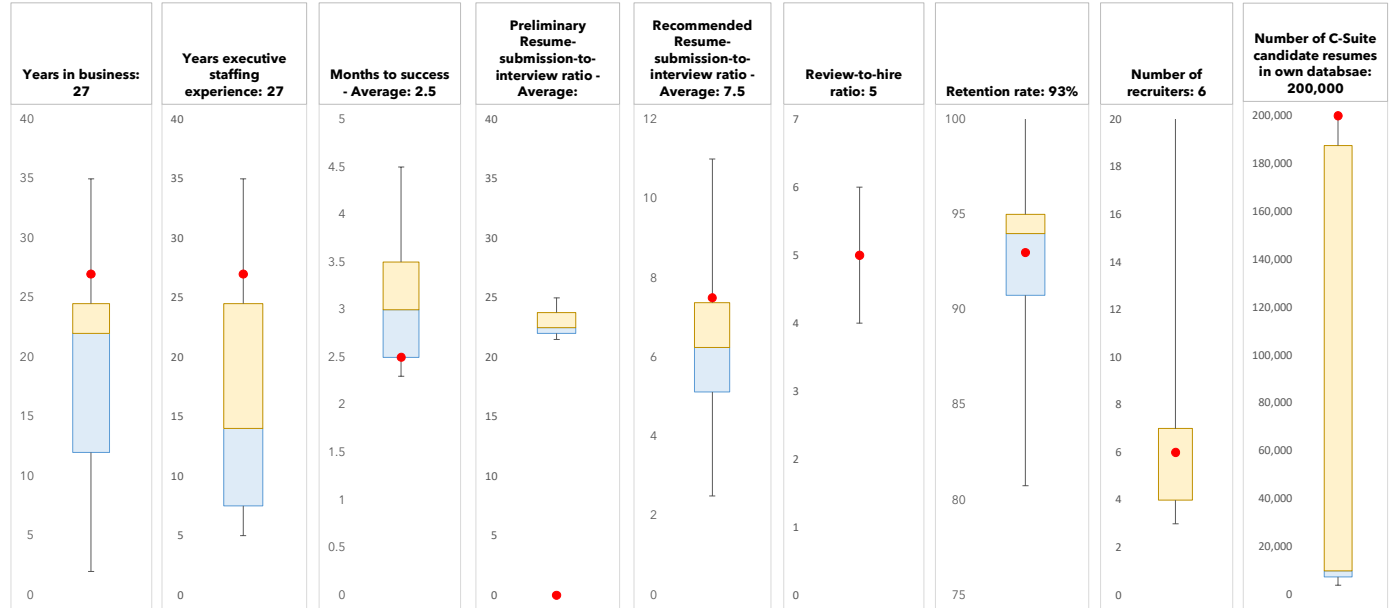
	Certified	Cert. Date	Renew Date
MBE	NO	--	--
WBE	YES	9/28/2017	9/28/2023
PBE	NO	--	--
VBE	NO	--	--
SBPP	NO	--	--
ACDBE	NO	--	--
DBE	NO	--	--
LGTBE	NO	--	--
SDVOBE	NO	--	--

Procurement Portfolio Construction Metrics

Primary NAICS Code: 561312
 Primary NAICS Description: Executive Search Services
 UP Industry Classification:
 Technical Assistance Recipient:
 Contract Financing Approved:
 UP Platform Frequency:

QUANTITATIVE EVALUATION METRICS

Years in business	27
Years executive staffing experience	27
Months to success - Range	1 - 5
Months to success - Average	3
Preliminary Resume-submission-to-interview ratio - Range	-
Preliminary Resume-submission-to-interview ratio - Average	unavailable
Recommended Resume-submission-to-interview ratio - Range	7 - 8
Recommended Resume-submission-to-interview ratio - Average	8
Review-to-hire ratio	5
Retention rate	93%
Retention rate - After Number of Years	3.00
Number of recruiters	6
Number of C-Suite candidate resumes in own databsae	200,000





Renaissance Network, Inc.

QUALITATIVE EVALUATION

Does their company have experience working with government agencies?	No
In which industries do they have the most experience in placing executives? (Top 3)	Education, Nonprofits, Technology
Does their company have experience filling C-suite positions?	Yes
What other types of senior-level positions have they placed?	Managing directors, VPs, directors, managers
How long does it typically take them to fill C-suite positions?	Range of 1-5 months average of 75 days
Are they able to fill C-suite positions in 6 months or less?	Yes
What is their "Resume Submission to Interview" Ratio?	After screening and interviews, they typically recommend 7-8 candidates to the client.
What is their "Interview to Hire" Ratio?	Typically client companies interview 5 of their recommended candidates before hiring 1.
What is their position retention rate?	93% after 5 years
Where are their offices located?	Newton, MA

Candidate Screening Process

They start with a phone screen with chronological interview, customized assessment that measures cognitive ability and behavioral traits, in-depth behavioral-based video or in-person interview, 360 degree online reference check.

Recruiting Process

They meet with client to align on role, create job description, create candidate-facing marketing collateral (including video), set weekly client meetings, source and hunt passive candidates, post role on multiple social media platform, including LinkedIn, screen and interview interested candidates.

U.S. Professional Services, Inc.

VENDOR INFORMATION

Name of Business: U.S. Professional Services, Inc.
 Name of Contact: Kiley Carlton, president
 Date of Organization: 10/19/2009
 State of Organization: MA
 Type of Organization: For-Profit
 Business Address: 35 Channel Center Street #100, Boston, MA, 02210
 Business Phone Number: (617)226-4700
 Contact Email: kcarlton@uspro.net
 Web Address: http://www.uspro.net

Disadvantaged Business Enterprise Status

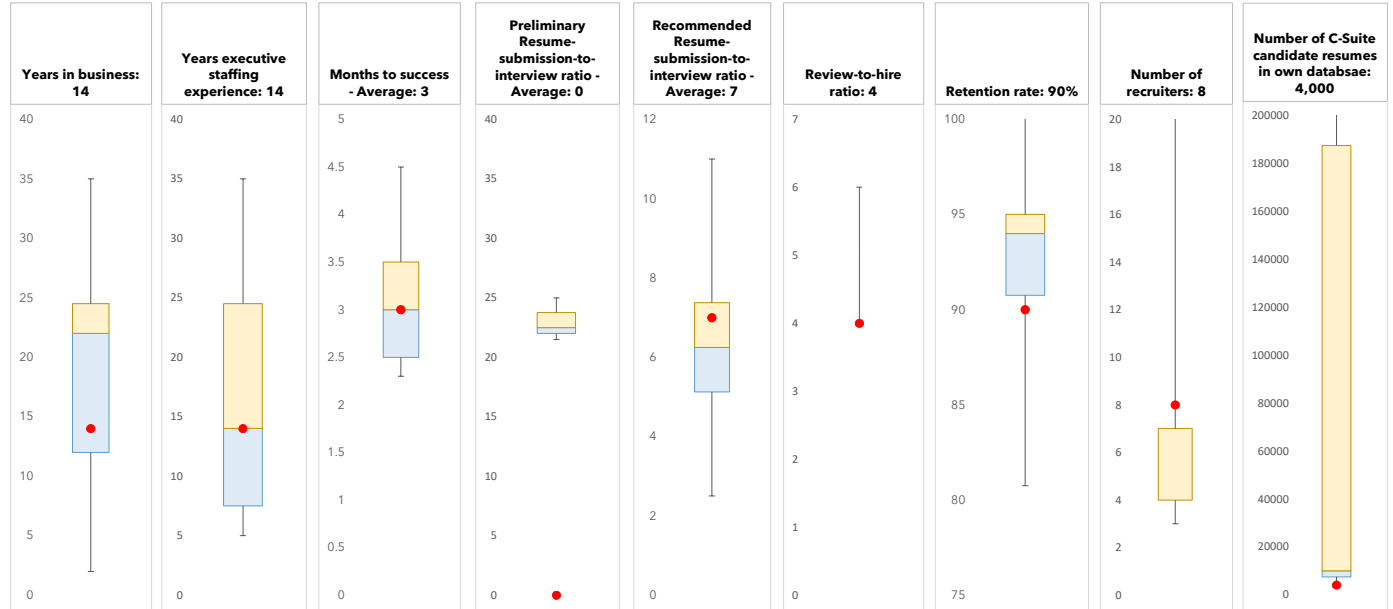
	Certified	Cert. Date	Renew Date
MBE	NO	--	--
WBE	YES	9/9/2010	9/9/2025
PBE	NO	--	--
VBE	NO	--	--
SBPP			
ACDBE			
DBE			
LGTBE			
SDVOBE			

Procurement Portfolio Construction Metrics

Primary NAICS Code: 561320
 Primary NAICS Description: Temporary Help Services
 UP Industry Classification:
 Technical Assistance Recipient:
 Contract Financing Approved:
 UP Platform Frequency:

QUANTITATIVE EVALUATION METRICS

Years in business	14
Years executive staffing experience	14
Months to success - Range	-
Months to success - Average	3
Preliminary Resume-submission-to-interview ratio - Range	-
Preliminary Resume-submission-to-interview ratio - Average	0
Recommended Resume-submission-to-interview ratio - Range	6 - 8
Recommended Resume-submission-to-interview ratio - Average	7
Review-to-hire ratio	4
Retention rate	90%
Retention rate - After Number of Years	2.00
Number of recruiters	8
Number of C-Suite candidate resumes in own databsae	4,000





U.S. Professional Services, Inc.

QUALITATIVE EVALUATION

Does your company have experience working with government agencies?	No
In which industries does your company have the most experience in placing executives? (Top 3)	relection of southeastern region: 50% manufacturing and industrial, 25% admin, and 25% IT
Does your company have experience filling C-suite positions?	around 5%, most experience filling middle management
What other types of senior-level positions has your company placed?	VPs, and one CFO
How long does it typically take your company to fill C-suite positions?	2-3 months
Is your company able to fill C-suite positions in 6 months or less?	0
What is your "Resume Submission to Interview" Ratio?	Screening 50-100 resumes, Interview around 20-25, 2-3 recommended
What is your "Interview to Hire" Ratio?	0
What is your position retention rate?	0
How many recruiters does your team have?	50,000 candidates, 10% are senior level

Candidate Screening Process

They start with a few intake calls with the clients to understand what they're looking for. They'll visit the office to get a feel for the culture and meet the management, once they understand then they start the search, using internal database and network

Recruiting Process

They don't post on job boards. They instead prefer to rely on their internal database and networking to find talented individuals for future positions.

Table 1: Top 5 Recommended Executive Search Firms Presented in Alphabetical Order

Executive Search Firms	Centum Search, LLC	Gumbs Partners	MH Group, LLC	Renaissance Network, Inc.	U.S. Professional Services, Inc.
DBE Status	Certified MBE and WBE by the SDO	Woman owned business, not certified in the SDO but will complete the certification if chosen.	Certified MBE and WBE by the SDO	Certified WBE by the SDO	Certified WBE by the SDO
Renewal Date	4/13/2026	N/A	1/16/2026	9/28/2023	9/9/2025
Track Record					
How many years has your company been in business?	2	22	10	27	14
How many years has your company provided executive staffing services?	2 years, founder has 9 years of experience in executive search	22	5	27	14
Does your company have experience working with government agencies?	Founder has 4 years of experience working with the Commonwealth of Massachusetts and its agencies prior to founding the company	No	No	No	Yes, most of their work is with the government (federal, states, and agencies).
In which industries does your company have the most experience in placing executives? (Top 3)	Tech, Manufacturing, Pharmaceuticals	Nonprofit Foundations, Housing Nonprofits, Community Development Organizations	Healthcare, Education, Nonprofit	Education, Nonprofits, Technology	Governmental, Defense Contractors, Healthcare
Does your company have experience filling C-suite positions?	Yes	Yes	Yes	Yes	Yes
What other types of senior-level positions has your company placed?	Mid-level leadership through the C-suite	Executive directors, VPs	Executive Directors, VPs, Directors	Managing directors, VPs, directors, managers	Mid-level leadership through the C-suite
How long does it typically take your company to fill C-suite positions? (range of months and/or average)	2-4 months	3-5 months, averaging 14 weeks	3-6 months	1-5 months, averaging 75 days	3 months
What is your "Resume Submission to Interview" Ratio?	After screening and interviews, they typically recommend 5-10 candidates to the client.	Typically filter down to 18-25 candidates and after interviews they recommend 10-12 candidates to the client.	First screen down to 20-30 candidates, interview them, and submit 5-6 candidates to the client.	After screening and interviews, they typically recommend 7-8 candidates to the client.	First, they screen their database for candidates that fit the role, interview the candidates, and submit 6-8 candidates to the client.
What is your "Interview to Hire" Ratio?	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 4-6 of their recommended candidates before hiring one.	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 3 or 4 of their recommended candidates before hiring one.
What is your position retention rate?	Perform 1 and 3 month post-placement check in, currently 100% retention.	80% retention after 5 years (for the past 10 years). If the chosen candidate leaves the position within 1 year then they'll redo the search at a significantly discounted rate. They have only had 2 instances of this happening.	95% after 5 years.	93% after 5 years	90% after 2 years
Capacity					
How many recruiters does your team have?	4	4	4	6	8
Where are your offices based?	Boston, MA and Charlotte, NC	Brooklyn, NY	East Longmeadow, MA and Windsor, CT	Newton, MA	Boston, MA
How many C-suite level candidate resumes are in your database?	They have direct access to over 5,000+ candidates, predominately on the East Coast (majority Northeast, US).	20,000 candidates in the database, 50% C-suite level	Approximately 500,000 candidates in database with approx 35% of those candidates being senior level	200,000 executives in the database. But they say the most important aspect of their process is finding passive candidates.	10,000 candidates in database, 40% C-suite level
What is your recruiting process?	Kick off - Recruitment meeting to develop target hiring profile w. skills matrix, timeline, EVP, and storyboard. Clients can expect, in return, a Search Scope to ensure details are properly documented and all parties are aligned with Search requirements. Using the Scope, they create a storyboard to showcase the client's organization and details on the role, beyond the JD, to engage and excite candidates. This directly increases candidate engagement and client's brand awareness.	They have a database and also will do an open application looking for people beyond the database. They undertake original research to identify the best candidates for the job. They only work on 4-5 searches at any given time to free up capacity to find the best fit candidate for each position.	Their recruitment process and approach includes advertising but also relies more upon an aggressive sourcing and a marketing campaign.	They meet with client to align on role, create job description, create candidate-facing marketing collateral (including video), set weekly client meetings, source and hunt passive candidates, post role on multiple social media platform, including LinkedIn, screen and interview interested candidates.	They don't post on job boards. They instead prefer to rely on their internal database and networking to find talented individuals for future positions.
What is your candidate screening process?	The screening of candidates focuses on three areas: current skills, previous experience, and employment logistics. During the kick off phase, hiring leaders help define the ideal candidate profile, including essential and preferred skills and compliance with client guidelines. Tailored screening questions are developed for each job order, and candidates' responses are documented during interviews. Only the five most relevant candidates are shortlisted and presented to the client in an accessible format, highlighting their experience and skills within context.	On average, when working with a large foundation, they may start with as many as 200 candidates, interview 18-25, then do a consultation with colleagues, and recommend 10-12, and the client interviews 4-6.	First, candidates are sorted based on various criteria and preliminary interviews are conducted. Next is the interview process, which involves telephone and video assessments. The background screening phase involves thorough checks of applicant information, including criminal and other background checks. The selection process includes consultations and assistance during the interviews, leading to the final selection. They can help with negotiations to finalize the terms with the selected candidate. The process concludes with search closure/sign-offs, ensuring professional communication with all applicants, and requires prompt responses and honest collaboration from the client.	They start with a phone screen with chronological interview, customized assessment that measures cognitive ability and behavioral traits, in-depth behavioral-based video or in-person interview, 360 degree online reference check.	They start with a few intake calls with the clients to understand what they're looking for. They'll visit the office to get a feel for the culture and meet the management, once they understand then they start the search, using internal database and network groups, conduct phone and face-to-face interviews until they find the best-fit candidates for the position.
Point of Contact					
Name	Michelle Trieu	Lauren Gumbs	Nicole Polite	Judi Sargent	Kiley Carlton, president
Email Address	mt@centumsearch.com	lgumbs@gumbspartners.com	npolite@themhgrp.com	judi.sargent@ren-network.com	kcarton@uspro.net

Executive Search Firms	Centum Search, LLC	Gumbs Partners	MH Group, LLC	Renaissance Network, Inc.	U.S. Professional Services, Inc.	Able Associates, Inc.
DBE Status	Certified MBE and WBE by the SDO	Woman owned business, not certified in the SDO but will complete the certification if chosen.	Certified MBE and WBE by the SDO	Certified WBE by the SDO	Certified WBE by the SDO	Certified WBE
Renewal Date	4/13/2026	N/A	1/16/2026	9/28/2023	9/9/2025	
Track Record						
How many years has your company been in business?	2	22	10	27	14	35
How many years has your company provided executive staffing services?	2 years, founder has 9 years of experience in executive search	22	5	27	14	35
Does your company have experience working with government agencies?	Founder has 4 years of experience working with the Commonwealth of Massachusetts and its agencies prior to founding the company	No	No	No	Yes, most of their work is with the government (federal, states, and agencies).	No
In which industries does your company have the most experience in placing executives? (Top 3)	Tech, Manufacturing, Pharmaceuticals	Nonprofit Foundations, Housing Nonprofits, Community Development Organizations	Healthcare, Education, Nonprofit	Education, Nonprofits, Technology	Governmental, Defense Contractors, Healthcare	Manufacturing, industrial, IT
Does your company have experience filling C-suite positions?	Yes	Yes	Yes	Yes	Yes	Only one time
What other types of senior-level positions has your company placed?	Mid-level leadership through the C-suite	Executive directors, VPs	Executive Directors, VPs, Directors	Managing directors, VPs, directors, managers	Mid-level leadership through the C-suite	VPs, and one CFO
How long does it typically take your company to fill C-suite positions? (range of months and/or average)	2-4 months	3-5 months, averaging 14 weeks	3-6 months	1-5 months, averaging 75 days	3 months	2-3 months
What is your "Resume Submission to Interview" Ratio?	After screening and interviews, they typically recommend 5-10 candidates to the client.	Typically filter down to 18-25 candidates and after interviews they recommend 10-12 candidates to the client.	First screen down to 20-30 candidates, interview them, and submit 5-6 candidates to the client.	After screening and interviews, they typically recommend 7-8 candidates to the client.	First, they screen their database for candidates that fit the role, interview the candidates, and submit 6-8 candidates to the client.	100 resumes, Interview around 20-25, 2-3 r
What is your "Interview to Hire" Ratio?	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 4-6 of their recommended candidates before hiring one.	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 5 of their recommended candidates before hiring one.	Clients typically interview 3 or 4 of their recommended candidates before hiring one.	
What is your position retention rate?	They perform a 1 and 3 month post-placement check in, currently 100% retention.	80% retention after 5 years (for the past 10 years). If the chosen candidate leaves the position within 1 year then they'll redo the search at a significantly discounted rate. They have only had 2 instances of this happening.	95% after 5 years.	93% after 5 years	90% after 2 years	
Capacity						
How many recruiters does your team have?	4	4	4	6	8	3, soon to be 4
Where are your offices based?	Boston, MA and Charlotte, NC	Brooklyn, NY	East Longmeadow, MA and Windsor, CT	Newton, MA	Boston, MA	Fall River, MA
How many C-suite level candidate resumes are in your database?	They have direct access to over 5,000+ candidates, predominately on the East Coast (majority Northeast, US).	20,000 candidates in the database, 50% C-suite level	Approximately 500,000 candidates in database with approx 35% of those candidates being senior level	200,000 executives in the database. But they say the most important aspect of their process is finding passive candidates.	10,000 candidates in database, 40% C-suite level	50,000 candidates, 10% are senior level
What is your recruiting process?	Kick off - Recruitment meeting to develop target hiring profile w. skills matrix, timeline, EVP, and storyboard. Clients can expect, in return, a Search Scope to ensure details are properly documented and all parties are aligned with Search requirements. Using the Scope, they create a storyboard to showcase the client's organization and details on the role, beyond the JD, to engage and excite candidates. This directly increases candidate engagement and client's brand awareness.	They have a database and also will do an open application looking for people beyond the database. They undertake original research to identify the best candidates for the job. They only work on 4-5 searches at any given time to free up capacity to find the best fit candidate for each position.	Their recruitment process and approach includes advertising but also relies more upon an aggressive sourcing and a marketing campaign.	They meet with client to align on role, create job description, create candidate-facing marketing collateral (including video), set weekly client meetings, source and hunt passive candidates, post role on multiple social media platform, including LinkedIn, screen and interview interested candidates.	They don't post on job boards. They instead prefer to rely on their internal database and networking to find talented individuals for future positions.	Mostly use jobs boards and contacting other agencies.
What is your candidate screening process?	The screening of candidates focuses on three areas: current skills, previous experience, and employment logistics. During the kick off phase, hiring leaders help define the ideal candidate profile, including essential and preferred skills and compliance with client guidelines. Tailored screening questions are developed for each job order, and candidates' responses are documented during interviews. Only the five most relevant candidates are shortlisted and presented to the client in an accessible format, highlighting their experience and skills within context.	On average, when working with a large foundation, they may start with as many as 200 candidates, interview 18-25, then do a consultation with colleagues, and recommend 10-12, and the client interviews 4-6.	First, candidates are sorted based on various criteria and preliminary interviews are conducted. Next is the interview process, which involves telephone and video assessments. The background screening phase involves thorough checks of applicant information, including criminal and other background checks. The selection process includes consultations and assistance during the interviews, leading to the final selection. They can help with negotiations to finalize the terms with the selected candidate. The process concludes with search closure/sign-offs, ensuring professional communication with all applicants, and requires prompt responses and honest collaboration from the client.	They start with a phone screen with chronological interview, customized assessment that measures cognitive ability and behavioral traits, in-depth behavioral-based video or in-person interview, 360 degree online reference check.	They start with a few intake calls with the clients to understand what they're looking for. They'll visit the office to get a feel for the culture and meet the management, once they understand then they start the search, using internal database and network groups, conduct phone and face-to-face interviews until they find the best-fit candidates for the position.	1. learn about the client and translate their job requirements into a job posting 2. identify prospective sources, maybe use agencies if its out of town. look for referrals, post of various job boards, 3. review all the materials and document the candidates in their internal systems 4. screening, 5 point process, interviews 5. work with client to understand how to excite the candidate and present job offer to candidate
Point of Contact						
Name	Michelle Trieu	Lauren Gumbs	Nicole Polite	Judi Sargent	Kiley Carlton, president	Eileen Sheehan
Email Address	mt@centumsearch.com	lgumbs@gumbspartners.com	npolite@themgrp.com	judi.sargent@ren-network.com	kcarlton@uspro.net	eileen@able.jobs

Insight Global
Not a DBE
22
6
Yes
Technology, Finance, Operations
Yes
mid leadership through the C-suite
avg 70 days
Recommended
Typically the client interviews 4 or 5 of our recommended clients before hiring one.
95% retention rate for first year. Has a retention guarantee period
3,000
HQ in Atlanta with 68 offices nationwide
750,000 executive/senior level candidates
Posts jobs on 100+ websites, dedicated recruiting team actively calling candidates, machine learning algorithms identifying candidates in active and inactive pipelines.
100+ top target candidates are approached across 3-4 attempts through various methodologies. Competency based interview assessments, present 3-5 candidates to client.
Rin Palmer
Corrinne.Palmer@insightglobal.com