

**ORDER 2022-46
IN RE SETTLEMENT AGREEMENT**

**UNIBET INDIANA, LLC
22-UB-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

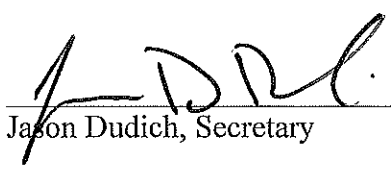
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael E. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
UNIBET INDIANA, LLC)	22-UB-01
)	

SETTLEMENT AGREEMENT

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

FINDINGS OF FACT

COUNT I

1. 68 IAC 27-12-5 provides a patron's sports wagering account for sports wagering may be funded through the use of:
 - (1) a patron's credit or debit card;
 - (2) a patron's deposit of cash or vouchers at a cashiering location approved by the executive director or the executive director's designee;
 - (3) a patron's reloadable prepaid card, which has been verified as being issued to the patron and is nontransferable;
 - (4) promotional credit;
 - (5) winnings;
 - (6) adjustments made by the sports wagering operator with documented notification to the patron;
 - (7) an ACH transfer, provided that the operator has security measures and controls to prevent ACH fraud regarding failed ACH deposits;
 - (8) a wire transfer; or
 - (9) any other means approved by the commission.

2. On September 20, 2021, the Commission’s Sports Wagering Division received a sports wagering fraud form from Unibet. Sports Wagering Operators are required to submit such a report upon discovery of suspicious criminal activity within five (5) days of the date the incident was discovered. The fraud report detailed that a stolen credit card was used to fund a patron’s account.

3. On August 20, 2021, Unibet reported that their platform received information from a person who was identified as John Doe A, claiming charges were made to his daughter’s credit card. The total amount charged to the credit card was \$1,300: one (1) deposit of \$500 and one (1) deposit of \$800. Based on the information provided, Unibet was able to identify the patron utilizing this credit card as John Doe B. Subsequently, Unibet reported that they requested a photograph of the credit card from John Doe B. John Doe B

submitted an altered photograph of the credit card. Unibet requested an unaltered photograph of the credit card and John Doe B never responded. The Commission's Sports Wagering Division subsequently requested information from Unibet on the regulatory violation, as third-party account funding is prohibited in Indiana.

4. On October 22, 2021, Unibet provided that in order to prevent third-party funding from occurring, Unibet would have to manually check the deposit detail report against a request for a selfie with identification and credit for each deposit made daily. Unibet advised that a manual check would be very difficult logistically for their player sustainability team. Unibet provided that they will deploy an address verification system through World Pay's fraud tool, FraudSight, which will decline transactions that do not match address and zip code that the issuers have on file for the cardholder. Unibet advised this was the closest they could come to being compliant. Unibet was also going to request that Pala, their platform provider, lock the address, city, state, county and zip code fields so they cannot be altered unless they contact player support.

COUNT II

5. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
6. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
7. 68 IAC 6-3(b)(3) provides each casino licensee and casino license applicant shall establish internal control procedures for refusing wagers from and denying gaming privileges to any voluntarily excluded person.
8. Unibet's approved internal control procedures, Section XI, describes the procedures for prohibited participants.
9. The Commission's Sports Wagering Division performed a prohibited participant audit for Unibet. The results of this audit found twenty-six (26) prohibited participant errors. Seven (7) errors were a result of the prohibited participant not being restricted from creating an account. Nineteen (19) errors were a result of data discrepancies. A data discrepancy is defined as an incorrect name and/or an incorrect date of birth.

COUNT III

10. 68 IAC 27-2-16(d) provides, except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.

11. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
12. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
13. On December 13, 2021, the Commission received a separation from service form from Unibet for an Affiliate Marketing Associate, showing a separation date of October 1, 2021. The Commission was not notified in a timely manner.

TERMS AND CONDITIONS

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

Unibet shall pay to the Commission a total of \$12,000 (\$5,000 for Count I, \$6,500 for Count II and \$500 for Count III) and submit a plan on Count I within thirty (30) days of the approval of this Agreement, detailing how Unibet will become compliant with the IAC for third-party funding in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Unibet agrees to promptly: 1) remit payment in the amount of \$12,000; 2) submit a plan for Count I; and 3) waive all rights to further administrative or judicial review.

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

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

This Agreement shall be binding upon the Commission and Unibet.

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

Greg Small, Executive Director
Indiana Gaming Commission

DocuSigned by:
Liv Biese

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Liv Biese, Group Deputy General
Counsel
Kindred Group, Unibet Indiana, LLC

Date

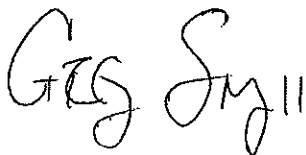
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Date

ANNEX 1: Settlement 22-UB-01 - Reply Unibet Indiana LLC 3.1.2022

This Agreement shall be binding upon the Commission and Unibet.

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



Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

Kofi Dwebeng, Compliance Manager
Kindred Group, Unibet Indiana, LLC

Date