

ORDER 2022-89
IN RE SETTLEMENT AGREEMENT
DIGITAL GAMING CORPORATION LIMITED
22-BW-02

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|-------------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| DIGITAL GAMING CORPORATION |) | 22-BW-02 |
| LIMITED d/b/a DIGITAL GAMING |) | |
| CORPORATION (BETWAY) |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Digital Gaming Corporation Limited d/b/a Digital Gaming Corporation (“Betway”), (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 27-12-1(a) provides a sports wagering operator shall limit each patron to one (1) active and continuously used sports wagering account and username.
2. On November 19, 2021, Betway notified the Commission that a patron was able to create two (2) accounts with the same personal identifiable information on their platform. Pala Interactive provides the player account management service to Betway.
3. On December 2, 2021, Betway provided an incident report to the Commission and provided that Pala Interactive identified the duplicate accounts and closed them. Pala Interactive confirmed the information for both accounts matched and that the configuration enabled on Betway’s platform that should have blocked the duplicate account creation failed. Pala Interactive updated the script on the servers that checks if the social security number of a newly created account is already in use and if so, it will suspend or lock the newly created account. Pala Interactive will also add a validation during the registration process to confirm the social security number being used for the new account is not already in use.

COUNT II

4. 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).

5. 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.
6. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
7. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
8. Betway's approved internal control procedures, Exhibit 20, describes the procedures for responsible gaming.
9. A Gaming Agent performed a prohibited participant audit for Betway. The results of this audit found fourteen (14) prohibited participant omissions. Failure to restrict a prohibited participant could result in the prohibited participant creating an account and wagering.

COUNT III

10. 68 IAC 27-13-5 provides each sports wagering operator shall establish and maintain a self-exclusion program for patrons specific to that sports wagering operator. The sports wagering operator specific self-exclusion program is separate from the Commission's statewide Internet self-restriction program.
11. 68 IAC 27-5-2(2)(G) provides that the internal controls for the sports wagering system shall provide procedures for sports wagering operator-imposed exclusion of patrons, including: (i) providing a notification containing operator-imposed exclusion status and general instructions for resolution; (ii) ensuring that immediately upon executing the operator-imposed exclusion order, no new wagers or deposits are accepted from the patron, until such time as the operator-imposed exclusion has been revoked; and (iii) ensuring that the patron is not prevented from withdrawing any or all of the patron's account balance, provided that the sports wagering operator acknowledges that the funds have cleared, and that the reason or reasons for exclusion would not prohibit a withdrawal.
12. Betway's approved internal control procedures, Exhibit 9 – Section 7-2, describe the procedures for account closure and include procedures on the Operator Exclusion Program (“OEP”).
13. On December 27, 2021, Betway provided an incident report to the Commission regarding a violation of the operator self-exclusion program.
14. On October 7, 2021, a patron requested a five (5) year operator self-exclusion from Betway, resulting in his account being changed to self-excluded and restricting the functionality to login, deposit or wager.

15. On October 12, 2021, the patron's account was incorrectly re-activated allowing the patron to login, deposit, wager and withdraw. Betway provided that the reactivation occurred due to a bug identified related to the know your customer (KYC) re-verification functionality available in the Pala Interactive back-office system. Pala Interactive's back office has the capability to re-trigger an electronic KYC verification check directly from the system to facilitate periodic and ad hoc re-verification. This feature mimics the real-time KYC check carried out during new player registration and sends the information to IDology to verify the registered personal details. The report stated that this function is not supposed to make changes to the account status, however, due to an error in the functionality, a pass response received from IDology resulted in the system automatically changing the account status from self-excluded to active.
16. During November 27, 2021, and November 29, 2021, the patron was able to deposit \$7,700, withdraw \$3,302.65, and had \$19,851.59 in pending withdrawals which were ultimately resolved.
17. On November 30, 2021, the iGaming Security Team identified these issues and immediately closed the account. Pala Interactive identified a fix to ensure this does not re-occur.

TERMS AND CONDITIONS

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

Betway shall pay to the Commission a total of \$6,000 (\$1,500 for Count I, \$3,500 for Count II and \$1,000 for Count III) 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, Betway agrees to promptly remit payment in the amount of \$6,000 and shall 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.

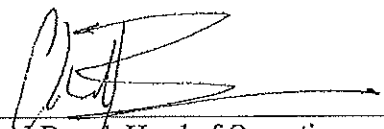
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Betway.

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



Charl Baard, Head of Operations
Digital Gaming Corporation Limited d/b/a
Digital Gaming Corporation (Betway)

06/27/2022
Date

06/14/2022
Date