

**ORDER 2026-021
IN RE SETTLEMENT AGREEMENT
BALLY'S INTERACTIVE, LLC d/b/a
BALLY BET
26-BB-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 26th DAY OF MARCH, 2026.

THE INDIANA GAMING COMMISSION:



Brent Embrey, Chair

ATTEST:



Troy Helman, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY'S INTERACTIVE, LLC)	26-BB-01
d/b/a BALLY BET)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage and Bally's Interactive, LLC d/b/a Bally Bet ("Bally Bet"), (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 27-12-3(b) provides that patrons must be provided with an easy and obvious method to impose limitations for wagering parameters, including, but not limited to, deposits, wagers, time-based limitations and a patron option to decline the ability to cancel a pending withdrawal request.
2. Bally Bet's approved internal control procedure K-1 describes the responsible gaming requirements and procedures.
3. On June 23, 2025, Bally Bet received a notification from White Hat Gaming informing them of a technical problem affecting the calculation of spending limits. Bally Bet notified the Commission of an incident that had occurred concerning spend limits on player accounts after receiving this notification.
4. On July 16, 2025, Bally Bet provided the Commission with the official report from White Hat Gaming's investigation. A coding issue caused the back end of the system to incorrectly identify spend limits as wager limits.
5. Two patrons in Indiana were impacted by the issue. One patron had applied a daily limit to their account, and one patron had applied a weekly limit to their account, and the Issue allowed both patrons to exceed their specified limits

COUNT II:

6. 68 IAC 27-12-3(b) states that patrons must be provided with an easy and obvious method to impose limitations for wagering parameters, including, but not limited to, deposits,

wagers, time-based limitations and a patron option to decline the ability to cancel a pending withdrawal request.

7. 68 IAC 27-13-5 provides that 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.
8. Bally Bet's approved internal controls, K-1, describe the procedures and requirements for prohibited participants and responsible gambling.
9. On November 18, 2025, the Commission was notified by White Hat Gaming of an issue that affected self-imposed deposit cool-off limits within Bally Bet's system.
10. It was determined that an update release on November 6, 2025, unintentionally overwrote players deposit limits after requesting a deposit limit increase.
11. The issue remained active until the update was rolled back on November 14, 2025. During this time, two Indiana patrons were affected. These patrons were refunded, and White Hat Gaming implemented measures within the system to ensure that this cannot happen again in the future.

TERMS AND CONDITIONS

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

Bally Bet shall pay to the Commission a total of \$3,000 (\$1,500 for Count I and \$1,500 for Count II) 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, Bally Bet agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative or judicial review.

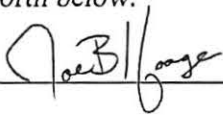
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may

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.

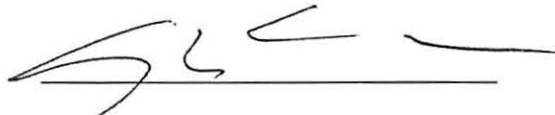
This Agreement shall be binding upon the Commission and Bally Bet.

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



Joe Hoage, Executive Director

Indiana Gaming Commission



Craig Eaton, Senior Vice President and
Corporate Secretary,
Bally's Interactive, LLC d/b/a Bally Bet

March 17, 2026
Date

3/3/26
Date