

**ORDER 2026-023
IN RE SETTLEMENT AGREEMENT
SEMINOLE HARD ROCK DIGITAL
26-HRD-01**

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

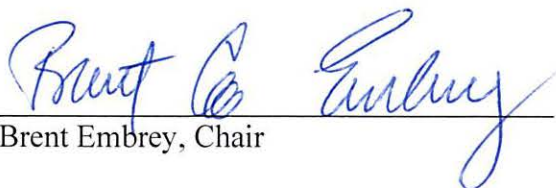
APPROVED

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**

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| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| SEMINOLE HARD ROCK DIGITAL |) | 26-HRD-01 |
| |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage and Seminole Hard Rock Digital, LLC (“Hard Rock Digital”), (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 27-5-2(2)(G) provides that prior to beginning sports wagering operations, a sports wagering operator must submit internal controls for the following:
 - (G) 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order, no new wagers or deposits are accepted from the patron, until such time as the operator-imposed exclusion has been revoked; and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.
2. Hard Rock Digital’s approved internal controls, section G, provides the requirements and procedures for sports wagering operator-imposed exclusion.
3. On April 1, 2025, the Commission was notified by Hard Rock Digital of an issue involving patron’s time-out/internal exclusion status feature.
4. A number of system issues were identified that contributed to the account status being changed. This issue affected all accounts, of which three accounts had sports wagering activity prior to the completion of the self-imposed limits.
6. Hard Rock Digital fixed the issue and implemented changes that require an account to be reviewed prior to being reactivated.

COUNT II

1. IC 4-38-5-4(a) A certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission.
2. 68 IAC 27-7-1 Before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director's designee. The commission reserves the right to prohibit the acceptance of any wagers and may order the cancellation of wagers and require refunds on any event for which wagering would negatively impact the integrity of sports wagering in the state.
3. On February 21, 2025, Gaming Agents were notified that wagers were made on non-approved leagues. Hard Rock Digital advised that they offered wagers on Soccer Serbia-Prva Liga soccer league between May 26, 2024, and February 21, 2025. During this time, a total of 1,456 wagers were accepted. Hard Rock voided or resettled wagers in line with Commission approval.
4. On August 20, 2025, Gaming Agents were notified that wagers were made on non-approved leagues. Hard Rock Digital advised that they offered wagers on the Belarusian Club Soccer team between August 17, 2025, and August 19, 2025. Thirteen patrons placed wagers during this period.

TERMS AND CONDITIONS

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

Hard Rock Digital shall pay to the Commission a total of \$2,500 (\$1,500 for Count I and \$1,000 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.

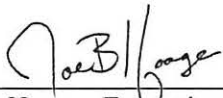
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hard Rock Digital agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further 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 Hard Rock Digital.

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

March 17, 2026

Date



Danielle Boyd, VP Regulatory and
Compliance
Seminole Hard Rock Digital

March 12, 2026

Date