

APPLICATION FOR CATEGORY 1, 2, & 3 SPORTS WAGERING OPERATOR LICENSE



APPLICANT NAME: BetMGM, LLC

Applicant: BetMGM, LLC

INSTRUCTIONS

When using this application please use the tab on the side to attach all sections requiring submissions. Each attachment should be named for its corresponding section (see (c) under Electronic Application for greater detail). Please make sure to fill out all sections where prompted. If a field does not apply please place N/A. The application must be filled out in its entirety to be accepted by the Massachusetts Gaming Commission.

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General Information

This *Application For Category 1, 2, & 3 Sports Wagering Operator License* form (the form itself “Application Form”, and along with all attachments “application”) was designed by the Massachusetts Gaming Commission (“Commission”) as a vehicle for each applicant to demonstrate that it has thought broadly and creatively about creating a sports wagering operation in Massachusetts that will provide a significant and lasting benefit to the Commonwealth of Massachusetts and will deliver an overall experience that both offers an exceptional sports wagering experience and includes significant responsible gaming and consumer protection measures.

The application must be completed in accordance with these instructions. In accordance, any discrepancies may be taken into consideration by the Commission when evaluating the application.

To the extent that an applicant is a newly formed entity or to date has been a largely non-operational entity, any information required to be provided relative to past performance or general practice shall, at a minimum, be provided in relation to the primary controlling and/or operating entity of the proposed sports wagering operator and/or its significant business units.

If an applicant is unable to comply with or respond to any part of the application, it may apply for a waiver or variance from the Commission in accordance with 205 CMR 102.03(4) {update reg info when available} in advance of the filing deadline.

All communications, including general questions and application inquiries, should be directed to the Executive Director or Commission staff.

How to submit a general question and/or application inquiry:

1. Please go to: <https://massgaming.com/about/sports-wagering-in-massachusetts/applications-for-sports-wagering-licenses/>
2. Select “Inquiry Regarding Sports Wagering Application” from the Reason for Submitting Form drop down menu
3. Complete all of the required fields
4. Click “Submit.”

A Commission representative will respond to each inquiry in a timely manner. ***At no time during the application process should any applicant, agent of the applicant, qualifier, or another associated individual contact or attempt to contact a Commissioner directly.***

This Application Form does not constitute an offer of any nature or kind to any applicant or its agents. The Commission is under no obligation to issue a license to any of the applicants. By submitting an Application, the applicant is deemed to agree to all of the terms of this process.

To the extent that anything contained in this application is inconsistent with any other guidance or policy-related document issued by the Commission in the past, this application shall control. To the extent that anything contained in this application is inconsistent with any provision of 205 CMR or G.L. c.23N, the governing law shall control.

Terms used in the application shall be given their most logical, plain meaning in the context of the application. The Commission reserves the right to amend or clarify this application at any time prior to the deadline for the submission of applications.

For each Application, all of the Commission’s costs and expenses of the administrative proceedings pursuant shall be borne by the applicant. All such costs and expenses shall be assessed to the applicant and collected by the Commission.

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The Commission will utilize its website, www.massgaming.com, to provide notices of hearings, a notice of amendment or clarification of the Application Form, general updates, and general information relative to the application process.

Please be advised that any portion of this Application Form and any associated requests for information or documents may be changed at any time.

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Non-Refundable Processing Fee

Pursuant to G.L. c. 23N, § 7(a), an applicant for an operator license shall pay to the commission a nonrefundable processing fee of \$200,000 for the costs associated with the processing of the application and investigation of the applicant; provided, however, if the costs of the investigation exceed the initial application fee, the applicant shall pay the additional amount to the commission not more than 30 days after notification of insufficient fees or the application shall be rejected.

Applicants may pay the \$200,000.00 processing fee via wire transfer, certified check, or cashier's check. Wiring information may be obtained by contacting:

Douglas O'Donnell
Revenue Manager
(617) 979-8425

Checks must be made out to the Massachusetts Gaming Commission and mailed to:

Massachusetts Gaming Commission
c/o Revenue Division
101 Federal Street, 12th Floor
Boston, MA 02110

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Completing the Application

The application is divided into seven primary sections, each section containing questions relating to that section. The applicant should answer each question fully. While a cross-reference to other sections within the application may be included as part of an answer to a particular question, a cross-reference may not serve as the entire answer to any particular question. Please make sure to include the name of the applicant in the provided space at the top of the page for each question. If the answering of any question requires an attachment, please see below.

Format: Answers to questions should be formatted in the “Times New Roman” font, with a font size of 12.

Attachments: Where an applicant may wish to attach a document in response or to supplement its written response, or another exhibit of any nature, it may attach such documents and/or exhibits as set forth in the instructions for “[Electronic Application Format](#).” All attachments must be named and listed for the corresponding question. If the same attachment is responsive to multiple questions within the application, a copy of the attachment should be attached to each question, not just cross-referenced.

Every question must be answered completely. If a question or portion thereof is not applicable, enter “N/A” into the appropriate space on the application.

Applicants for Category 1 Sports Wagering Licenses and Category 2 Sports Wagering Licenses may refer the Bureau and Commission to prior application forms submitted to the Commission by the Applicant or previous information otherwise obtained by the Bureau or Commission regarding the Applicant.

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Submission of Materials

The Application must be submitted by the application deadline. The deadline for **all applications (Category 1, 2 & 3) is Monday, November 21, 2022, at 2 p.m.** The Commission shall have no obligation to accept or review an application submitted after the established deadline.

How to Submit an MGC Sports Wagering Operator License Application

Entities interested in applying for a Sports Wagering Operators License must request a link to the MGC Secure File Transfer Site prior to submitting their application form and any additional documents. This link will allow for the secure and confidential upload and storage of all application materials.

How to Request a Link to the MGC Secure File Transfer Site:

Please Note: All link requests must be received no later than one week before the application deadline (November 14, 2022).

1. Please go to: <https://massgaming.com/about/sports-wagering-in-massachusetts/applications-for-sports-wagering-licenses/>
2. Select “Request Secure Link to Submit Completed Sports Wagering Application” from the Reason for Submitting Form drop down menu
3. Complete all of the required fields
4. Click “Submit.”

A Commission representative will provide the requested link and additional instructions on uploading the application materials securely via email. The information will be sent in two emails, with the link being in the first email and the password sent separately in the second email, for security purposes.

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Electronic Application Format

When the electronic version of the application materials is submitted via the MGC Secure File Transfer Site and uploaded to the Commission's server, the applicant must abide by the following:

- (a) The applicant must submit this original completed Application Form that has not been printed, signed, and scanned, but with all answers electronically filled in, all attachments identified, and all necessary boxes checked. This version is being required so that it may be searched electronically by the Commission during the evaluation process. This document must be in PDF format.
- (b) The applicant must also submit this completed Application Form with all answers electronically filled in, all attachments identified, all necessary boxes checked, and all required signatures affixed. This version is identical to the document described in (a) above, but it should also be printed, signed, and scanned. This scanned document must be in PDF format.
- (c) The applicant must submit each attachment as its own electronic file. No electronic file should contain more than one document. Each attachment should be in PDF format unless otherwise required. The file names of all of the attachments must be named strictly in accordance with the following rules:
 - The first portion of the filename must contain the section number and subsection of the question followed by a hyphen, then and the attachment number for that particular question with a leading zero for numbers under 10 (e.g. "B1-b-##").
 - The file name should then contain the descriptive name of the attachment, in at most 20 characters.
 - The name of the attachment must not contain the name of the applicant.
 - The final portion of the filename should be the extension, such as ".pdf" or ".xls".
 - The file name should correspond to the list of attachments on the Application Form.
 - If the Applicant believes the attachment to be confidential, in whole or in part (i.e.- exempt from disclosure under the Public Records Law), then the filename must have the word "CONFIDENTIAL" in all capital letters placed directly before the file extension. Failure to include this label may result in the public release of the document.

Although a PDF version of each attachment is required, in certain cases providing an alternative file format may be helpful to the Commission in reaching its decision. For example, where the applicant is required to submit tables of calculations, such as a revenue projection, it should be submitted in spreadsheet format so that the Commission may numerically analyze this information. The applicant may also, although not required, provide other documents such as videos, interactive documents, or physical models. These types of documents do not readily lend themselves to conversion into PDF format. For these documents, the applicant should provide both the document in original format, and a PDF file describing the existence of such a document within the applicant's application materials. The file name of the alternate format, if it is in fact a computer-readable file, and the filename of the PDF format of the attachment should be identical, excluding the file extension.

No electronically submitted document to the Commission may be password protected. The individual documents should not be encrypted separately.

Any attachments containing a table of calculations, such as a revenue projection, should be included in the electronic submission in a spreadsheet format, preferably Microsoft Excel ".xls" files.

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The following is an example of select files of a properly organized application:

B2-a-01 Additional Sports Wagering Licensure Information.pdf

B2-a-02 Additional Sports Wagering Jurisdiction Information.pdf

C2-a-01 Revenue Projections CONFIDENTIAL.pdf

C2-b-01 Revenue Projections CONFIDENTIAL.xls

Application.pdf

Signed Application.pdf

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Public Records

Pursuant to G.L. c. 23N, §6(i), “[a]pplications for operator licenses shall be public records” Applicants should be mindful of this prior to submission of an Application. However, the law also provides “that trade secrets, competitively-sensitive or other proprietary information provided in the course of an application for an operator license under [chapter 23N], the disclosure of which would place the applicant at a competitive disadvantage, may be withheld from disclosure under [the Massachusetts public records law].”

To help inform applicants of the Commission’s intentions, a guide has been attached at the end of the Application advising which answers and attachments submitted with this form will be considered to presumptively meet the exception to the public records law and withheld from public disclosure. There is also space for an applicant to request exempt treatment of a specific document identified in the Application. FAILURE TO FOLLOW THE INSTRUCTIONS PROVIDED IN THE GUIDE MAY RESULT IN PUBLIC RELEASE OF THE DOCUMENTS.

Please note, though the Commission will use its best efforts to protect any information it deems subject to an exemption, final appeals are adjudicated by the [Secretary of the Commonwealth](#) in accordance with G.L. c.66, §10.

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Checklist

Complete this checklist prior to submitting any materials to the Commission.

- The applicant has answered all of the questions in this Application Form that it was required to respond to
- Any question requiring an attachment has the attachment noted on the Application Form
- The applicant properly named all the files
- The applicant has properly organized all of the attachments
- No files have been password protected
- The applicant has signed all required pages of this application
- The applicant has paid the \$200,000.00 non-refundable processing fee
- The applicant will update the Commission if there are any changes to the information presented in the Application or any of the attachments.

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SECTION A: GENERAL INFORMATION

A.1 APPLICANT NAME

BetMGM, LLC

Name

A.2 CATEGORY OF LICENSE APPLYING FOR (check one)

- Category 1 (In-Person Wagering at a Gaming Establishment)
- Category 2 (In-Person Wagering at a Live Horse Racing or Simulcasting Facility)
- Category 3 (Mobile Sports Wagering)

A.3 IF APPLYING FOR CATEGORY 3 (MOBILE SPORTS WAGERING) LICENSE, IS THIS APPLICATION TETHERED TO A CATEGORY 1 OR CATEGORY 2 APPLICATION (check one)

- No (Independent Application)
- Yes, Tethered to Category 1 or Category 2 Applicant (applicant name):
Blue Tarp reDevelopment, LLC (MGM Springfield)

A.4 STATE/COUNTRY IN WHICH THE BUSINESS ENTITY IS INCORPORATED, ORGANIZED, FORMED, OR REGISTERED

Delaware

State/Province

USA

Country

A.5 IDENTIFY THE APPLICANT'S TYPE OF BUSINESS (check one)

- Limited Liability Company
- Partnership
- Other (please describe): _____
- C-Corporation
- Limited Partnership
- S-Corporation
- Trust
- Sole Proprietorship

A.7 FEDERAL TAX ID NUMBER

[REDACTED]

Federal Tax ID Number

A.6 APPLICANT LOCATION INFORMATION

200 Hudson Street, Plaza 2, Suite 700

Number and Street Address

Jersey City, NJ 07311

City, State, & Zip Code

(732) 782-5072

Phone Number

N/A

Email Address

https://www.betmgm.com/

Website

A.7 APPLICANT PRINCIPAL PLACE OF BUSINESS INFORMATION

200 Hudson Street, Plaza 2, Suite 700

Number and Street Address

Applicant: BetMGM, LLC

Jersey City, NJ 07311

(732) 782-5072

City, State, & Zip Code

Phone Number

N/A

Email Address

A.7 PRIMARY CONTACT FOR THIS APPLICATION

Joshua Wyseman

Senior Manager, Licensing

Name

Title

[REDACTED]

[REDACTED]

Email Address

Phone Number

SECTION B: SPORTS WAGERING EXPERIENCE & EXPERTISE

B.1 APPLICANT'S ABILITY TO OFFER SPORTS WAGERING IN THE COMMONWEALTH

Provide a thorough description of the applicant's ability to offer sports wagering in the Commonwealth. This should include the following:

- a. Background in sports wagering
- b. Experience and licensure in other jurisdictions with sports wagering
- c. Plans to offer the platform in coordination with other applicants or person
- d. Intention to limit participation in any allowable sports events

B.2 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING OPERATION
(Category 1 & 2 Applicants Only)

Provide a thorough description of the sports wagering operation proposed for the Commonwealth. This should include the following:

- a. Description of the customer experience, including options, promotions, and offers
- b. Overview of wagering activity
- c. Estimated volume of wagering activity (*annually*)
- d. Estimated market share within each jurisdiction

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- a. Description of the customer experience, including options, promotions, and offers
- b. Overview of wagering activity
- c. Estimated volume of wagering activity (*annually*)
- d. Jurisdictions where the platform is currently licensed and operating
- e. Current integration in use with other wagering operators
- f. The number of user accounts maintained
- g. Estimated market share within each jurisdiction

B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

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- a. Overview of technical standards, features, and operation of the platform
- b. List of all current certifications or approvals from certified independent test labs and jurisdictions
- c. Plan for continuous support, maintenance, and change management of the platform
- d. Outline the features of the platform designed to support the customers
- e. Sample wagering menu the Applicant intends to offer, *pending approval from the Commission*
- f. Description of Applicant's proposed ability to commence mobile sports wagering on the platform
- g. How the Applicant intends to prevent wagering by prohibited persons, including underage persons, problem gamblers, employees, etc.
- h. Outline any technology to be used or features offered that the applicant believes sets their platform apart from those of (potential) other applicants

SECTION C: ECONOMIC IMPACT ON THE COMMONWEALTH

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- a. The number of current full-time and part-time employees within the Commonwealth
- b. The number of current work locations within the Commonwealth
- c. The number of proposed full-time and part-time positions that will be created within the Commonwealth
- d. The title, job description, salary, and benefits information for each of the proposed positions
- e. The training that will be required and made available for all proposed positions
- f. The number of proposed work locations that will be created within the Commonwealth
- g. Description of plans for workforce development opportunities for Applicant's staff within the Commonwealth
- h. Outline the strategy for focusing on job opportunities and training in areas and demographics with high unemployment and/or underemployment

C.2 PROJECTED REVENUE

Provide studies and projections for gross sports wagering revenue for each of the first five years of wagering operations on a best, average, and worst, case basis. The studies and information provided should include:

- a. Projected figures for sports wagering revenue and methodology used to arrive at these projections
- b. Projected figures for any non-sports wagering revenue and methodology used to arrive at these projections
- c. Projected figures for all tax revenue to the Commonwealth and methodology used to arrive at these projections
- d. Profitability of sports wagering operation (in-person & mobile) in other jurisdictions where the applicant is licensed
- e. History of operating performance versus revenue projections for the last five years for other jurisdictions where the platform is licensed – *includes documentation outlining the applicant's record of success or failure in meeting the performance objectives*
- f. Description of methods to ensure that revenues are maximized within the Commonwealth
- g. Description of plans to compete with other nearby jurisdictions and to market to Massachusetts patrons

C.3 CONSTRUCTION – GAMING ESTABLISHMENTS (for Category 1 Applicants Only)

Provide a thorough description of the location of the proposed sports wagering operation. This should include the following:

- a. A detailed timeline of construction
- b. Proposed location within the gaming establishment, including plans for the construction of a new section within the gaming floor and/or any potential additions to the facility
- c. Approximate square footage of the sports wagering area
- d. Secure location for storing funds issued by a cage, to be used in the operation, including all security measures and procedures

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- e. Proposed security and surveillance of the sports wagering area and operation and how the applicant intends to prevent wagering by prohibited persons, including underage persons, problem gamblers, employees, etc.
- f. Reasonable measures the applicant will take to ensure the safety and security of all employees and patrons of any sports wagering related events
- g. Accessibility of patrons to the proposed sports wagering area, including all means of entry and exit, including handicapped access, and the volume of traffic that can be sustained
- h. Number and location(s) of ticket window(s)
- i. Number and location(s) of wagering kiosk(s)
- j. Location and display format for all wagers, available to the public
- k. Location of posting of house rules
- l. *If applicable* – description regarding any proposal of providing food, beverages, and other concessions to patrons

C.4 CONSTRUCTION – LIVE HORSE RACING/SIMULCASTING FACILITY (Category 2 Applicants Only)

Provide a thorough description of the location of the proposed sports wagering operation. This should include the following:

- a. Location of proposed sports wagering operation (*address*)
- b. A detailed timeline of construction
- c. Proposed location of sports wagering area within the facility, including plans for the construction of a new section and/or any potential additions to the facility
- d. Approximate square footage of the sports wagering area
- e. Secure location for storing funds issued by a cage, to be used in the operation, including all security measures and procedures
- f. Proposed security and surveillance of the sports wagering area and operation and how the applicant intends to prevent wagering by prohibited persons, including underage persons, problem gamblers, employees, etc.
- g. Reasonable measures the applicant will take to ensure the safety and security of all employees and patrons of any sports wagering-related events
- h. Accessibility of patrons to the proposed sports wagering area, including all means of entry and exit, including handicapped access, and the volume of traffic that can be sustained
- i. Number and location(s) of ticket window(s)
- j. Number and location(s) of wagering kiosk(s)
- k. Location and display format for all wagers, available to the public
- l. Location of posting of house rules
- m. *If applicable* – description regarding any proposal of providing food, beverages, and other concessions to patrons

Capital Investment

In accordance with G.L. c.23N, §3, Category 2 licensees shall make a capital investment of not less than \$7,500,000.00 within 3 years after receiving a sports wagering license, which the applicant must agree to expend.

Please provide a thorough description, including the following:

- n. How the applicant proposes to realize the required capital investment
- o. The financial commitments and guarantees the applicant is prepared to provide the Commission
- p. How the applicant will ensure that the project is completed, the license conditions are fulfilled, and sufficient working capital is available to allow operation in the promised fashion
- q. Any mitigation measures the applicant will take to reduce any impact on the local community

C.5 COMMUNITY ENGAGEMENT

Provide a thorough description of how the Applicant will contribute to economic & business development, tourism & community relations, and the promotion of charitable causes in the Commonwealth. Including:

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- a. Creating partnerships for any community, economic development, and tourism opportunities with local or regional entities including but not limited to the Massachusetts Office of Business Development, Chambers of Commerce, Regional Tourism Councils, and the Massachusetts Marketing Partnership
- b. Plans, measures, and steps the applicant intends to take to avoid any negative impact on the revenues currently generated by the Massachusetts State Lottery, including cross-marketing strategies and increasing ticket sales
- c. Promoting local businesses, including restaurants, hotels, and retail outlets
- d. Cross-marketing with live entertainment venues and/or attractions
- e. Supporting any community enhancements being incorporated at the local level
- f. Highlighting unique business and marketing strategies to draw new revenues from new customers

SECTION D: DIVERSITY, EQUITY, & INCLUSION

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

Provide a thorough description of the applicant's willingness to foster racial, ethnic, and gender diversity, equity, and inclusion, within their workforce, both at the corporate level and the proposed entity within the Commonwealth. The information must include:

- a. Applicant's current diversity, equity, and inclusion team – *please include the name and title of those individuals currently identified as part of the diversity, equity, and inclusion staff/team, as well as a copy of their location on the applicant's organizational chart*
- b. Applicant's workforce diversity, equity, and inclusion policy
- c. Workforce demographics, demonstrating the applicant's current workforce diversity
- d. Efforts to be made to cultivate workforce diversity, equity, and inclusion by identifying, recruiting, and hiring minorities, women, persons with disabilities, and veterans
- e. Memberships and/or intentions for joining any local, regional, state, and/or national organizations committed to the development and promotion of diversity, equity, and inclusion initiatives

D.2 DIVERSITY, EQUITY, & INCLUSION - SUPPLIER SPEND

Provide a thorough description of the Applicant's overall and specific goals, applicable to the total dollar amount of contracts, for the utilization of:

- a. Minority-owned business enterprises
- b. Women-owned business enterprises
- c. Veteran-owned business enterprises

Please include how each of these enterprise groups will participate as:

- Contractors in the design and/or building of the sports wagering platform
- Vendors in the execution, maintenance, and/or support of the sports wagering platform
- Vendors in the provision of goods and services

D.3 DIVERSITY, EQUITY, & INCLUSION – CORPORATE STRUCTURE

Provide a thorough description of the Applicant's commitment to diversity, equity, and inclusion initiatives in the Commonwealth. This should include:

- a. The makeup of the Applicant's ownership, leadership, and governance structure, – *including minorities, women, and veterans in positions of leadership throughout the corporate structure*
- a. How the Applicant intends to create joint ventures with corporate partners and/or partnerships with local or regional entities, including but not limited to programs, non-profit organizations, and agencies, dedicated to establishing a welcoming and inclusive experience for all patrons, users, and employees in the Commonwealth

SECTION E: RESPONSIBLE GAMING**E.1 RESPONSIBLE GAMING POLICIES**

Referencing the following documents:

- [MGC Responsible Gaming Framework](#)
- [Applying Principles of the Massachusetts Responsible Gaming Framework to Sports Wagering Policy & Practice](#)
- [GameSense Logic Model](#)
- [Responsible Gaming Considerations for Gambling Advertising](#)

Provide a proposed responsible gaming plan draft that, at a minimum, incorporates policies and tactics for the following key strategies:

- a. Commitment to corporate social responsibility
- b. Support positive play
- c. Promote public health and safety
- d. Ensure responsible advertising and marketing
- e. Manage high-risk financial transactions
- f. Engage the community
- g. Commitment to improvement and reporting

E.2 ADVERTISING & PROMOTIONAL PLANS

Provide a thorough description of the Applicant's ability to demonstrate the advertising, marketing, and promotional efforts to be made in the Commonwealth. Information should include:

- a. Estimated marketing budget in the Commonwealth
- b. Promotion and player loyalty programs
- c. Advertising plans – *must include information for any third-party marketing firm applicant plans to partner with for advertising in the Commonwealth*
- d. Measures to ensure that marketing reaches the target audience and not underage or vulnerable populations
- e. Player acquisition models – *specify minimum age to participate*
- f. Plans to incorporate responsible gaming and problem gambling information
- g. Strategies for converting those customers wagering via unlicensed or illegal means to wagering legally in the Commonwealth
- h. Examples of marketing, advertising, and promotional materials/activities recently used in other jurisdictions

E.3 HISTORY OF DEMONSTRATED COMMITMENT

Provide a thorough description of the policies and procedures that the applicant has adopted to:

- a. Promote responsible gaming within the gaming establishment or mobile application and in the community
- b. Assist patrons and users that are experiencing gambling-related harm
- c. Cooperate and support any government or regulatory agencies to promote responsible gaming and/or mitigate gambling-related harm
- d. List any membership or partnership with an agency or organization whose mission is in whole, or part, dedicated to responsible gaming or problem gambling
- e. List any awards or recognition the applicant has received, related to efforts to promote responsible gaming, or mitigating gambling-related harms
- f. List any fines, violations, citations, and/or corrective action required by the applicant in response to insufficient or improper policies, procedures, operations, advertising/marketing, and/or any other business related to sports wagering or other gambling enterprises

SECTION F: TECHNOLOGY**F.1 GEOFENCING**

Provide a thorough description of how the applicant will ensure that authorized users placing online sports wagers on their platform are geographically located in the Commonwealth of Massachusetts. This information must include:

- a. Which geolocation system(s) will be utilized to reasonably detect the physical location of an authorized user attempting to place a wager on the platform
- b. How the system will:
 1. Accurately detect the physical location of an authorized user attempting to access or place a wager on the platform through accurate location data sources (Wi-Fi, GSM, GPS)
 2. Block or deny unauthorized attempts to access the platform, or place a wager, from outside of the Commonwealth
 3. Update the IP address and physical location if they change while the user is active on the platform
 4. Identify attempts to circumvent the requirement to be physically located in the Commonwealth
- c. How the applicant will log information received from the system
- d. How the applicant will report the information received from the system to the Commission

F.2 KNOW YOUR CUSTOMER

Provide a thorough description of how the Applicant will ensure the verification of information provided by users opening a new account on the platform.

1. Ensure the integrity of the user's account information
2. Ensure the integrity of a user's device if it indicates tampering or suspicious activity
3. Notify the applicant of potential risks or fraudulent activity

F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- a. Wager acceptance
- b. Systems for monitoring structured wagers, real-time data feed, and any unusual or suspicious wagering activity
- c. Description, location, and periodic testing of servers
- d. Security of servers, applications, and communications networks
- e. Security of patron personal and wagering information
- f. Integrity monitoring and reporting, including any current affiliations related to integrity monitoring

SECTION G: SUITABILITY

G.1 SUITABILITY – CORPORATE INTEGRITY

Applicants must also complete and submit the following documents, before any suitability investigations or background checks will commence:

- [Massachusetts Gaming Commission Business Entity Disclosure Form](#)
- a. Joint Venture Agreements for the implementation of a sports wagering operation:
 1. Other Applicants
 2. Businesses
 3. Contractors
 4. Vendors

G.2 SUITABILITY - INDIVIDUAL QUALIFIER INTEGRITY

Any Key Persons or Employees associated with an applicant must also complete and submit the following documents, before any suitability investigations or background checks will commence:

- [Massachusetts Gaming Commission Multi-Jurisdictional Personal History Disclosure Form](#)

- [Massachusetts Gaming Commission Supplemental Form](#)

G.3 FINANCIAL STABILITY & INTEGRITY

Please provide the following documents, for the last five (5) fiscal years and through the date of the application:

- Documentation demonstrating the financing structure and plan for the proposal, including all sources of capital. *Please include current capital commitments, as well as plan and timing for meeting future capital needs*
- A detailed budget of the proposal cost, including any construction, design, legal and professional, consulting, and all other developmental fees. *Also identify all other pre-launch costs, including training, marketing, and initial startup capital*
- An analysis, including best, worst, and average case scenarios, that demonstrates the applicant's plan and capacity for accommodating steep downturns in revenues, and provides examples of those plans and strategies that have been successful in other jurisdictions
- What are the Applicant's annual liquidity, leverage, and profitability ratios, including current ratio, debt-to-equity ratio, and gross/net margin ratios?
- Information pertaining to contracts, loan agreements, and/or commitments that the applicant has breached or defaulted on during the last ten years. *Provide information for any lawsuit, administrative proceeding, or another proceeding that occurred as a result of the breach or default*
- A description of any administrative or judicial proceeding, during the last ten years, in which the applicant or any entity that owns 5%, or greater share, was found to have violated a statute or regulation governing its operation
- Any bankruptcy filings made, or proceedings commenced, for any entities owned or controlled by the applicant and any entity owning a 5% or greater share of the applicant
- Any financing amounts or ownership interests that are anticipated to come from minorities, women, and/or disadvantaged businesses. *If the applicant, or any portion of the applicant, is a public company, it is not necessary to list shareholders*
- Examples and/or narratives that substantiate the applicant's understanding of and experience with Internal Controls.

G.4 COMPLIANCE

Provide the following information on whether the applicant or its Key Persons has ever:

- Been employed by the Massachusetts Gaming Commission
- Possessed a gaming license (casino, video gaming, charitable games, lottery, pari-mutuel, sports wagering, etc.) issued by any jurisdiction – *if so, please provide a copy of each license*
- Held or holds a direct, indirect, or attributed interest in any business that intends to apply for a license with the Commonwealth
- Withdrawn a gaming license application, in any jurisdiction – *if so, please submit a detailed description of each withdrawal*
- Been denied a gaming-related license or finding of suitability, in any jurisdiction – *if so, submit a detailed statement describing the denial and/or related findings*
- Had a gaming license suspended, in any jurisdiction – *if so, include a detailed statement regarding each suspension*
- Had a gaming license revoked, in any jurisdiction, or has had disciplinary action initiated to revoke a license – *if so, submit a detailed description of each revocation or action initiated*
- Had a gaming license non-renewed or considered for non-renewal, in any jurisdiction – *if so, provide a detailed description of the circumstances*
- Been found unsuitable gaming license non-renewed or considered for non-renewal, in any jurisdiction – *if so, provide a detailed description of the circumstances*

Applicant: BetMGM, LLC

SIGNATURE FORMS

Applicant: BetMGM, LLC

VERIFICATION AND AUTHENTICATION

The applicant, BetMGM, LLC, hereby authorizes the Commission, the Executive Director of the Commission, the Investigations and Enforcement Bureau, and/or their respective designees to take all necessary and reasonable steps to verify and authenticate any information or materials submitted in conjunction with this application and agrees to fully cooperate in such an inquiry. Further, the applicant is aware that if any of the responses to any question in this application are determined to be false, or if they are misleading, the application may be denied. The applicant acknowledges its continuing duty to provide updated information and/or promptly notify the Commission of any changes to the information or materials, of which it becomes aware or should be aware, that were provided in response to any question in this application.

Adam Greenblatt

Name of Authorized Individual

CEO

Position with Applicant

[Redacted Signature]
Signature of Authorized Individual

11/17/22

Date

Applicant: BetMGM, LLC

ATTESTATION

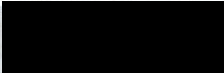
I, Adam Greenblatt, on behalf of BetMGM, LLC hereby swear or affirm under the pains and penalties of perjury that the information contained in this Application form and all materials accompanying said form are true and accurate to the best of my knowledge and understanding; that I have reviewed the information contained in the Application form for accuracy; that I read and understand the questions and responses on the Application form; that any document accompanying this Application that is not an original document is a true copy of the original document; that I have read and understood all applicable provisions of 205 CMR and G.L. c.23N; that the applicant agrees to all terms, conditions, and obligations made applicable to all applicants for a sports wagering operator license; that in the event that the applicant is awarded an operator license it agrees to all obligations, terms, and conditions imposed upon a successful applicant; and that I am authorized to submit this application on behalf of the applicant.

Adam Greenblatt

Name of Authorized Individual

CEO

Position with Applicant



Signature of Authorized Individual

11/17/22

Date

Applicant: BetMGM, LLC

WAIVER OF LIABILITY

BetMGM, LLC hereby holds the Commonwealth of Massachusetts and its instrumentalities and agents, including but not limited to the Massachusetts Gaming Commission and its agents, representatives and employees harmless, both individually and collectively, from any and all claims of liability for damages of whatever kind, resulting at any time from any disclosure or publication of information acquired during the application process or the use of any information provided in furtherance of this application.

Adam Greenblatt

Name of Authorized Individual

CEO

Position with Applicant

[Redacted Signature]
Signature of Authorized Individual

11/17/22

Date



BETMGM

B.1 APPLICANT'S ABILITY TO OFFER SPORTS WAGERING IN THE COMMONWEALTH

Provide a thorough description of the applicant's ability to offer sports wagering in the Commonwealth. This should include the following:

a. Background in sports wagering

BetMGM is one of the leading entertainment companies in North America, pioneering the expansion of online sports betting and gaming. Backed by the strengths of two global gaming giants, MGM Resorts and Entain, BetMGM is well-positioned to maintain its momentum and further establish itself as a market leader for years to come. BetMGM currently offers sports wagering and igaming in 25 jurisdictions across North America and has the leading market share in several of those jurisdictions.

In its three-year existence, BetMGM has established itself as a top platform provider, operator, and employer in the U.S. online gaming space. Our commitment to the success of the company, employees, and customers is rooted in the diverse experience of our executive team and has trickled down throughout the company culture. With a combination of sports, gaming, digital media, technology and hospitality experience and expertise, BetMGM leadership team is the foundation of our excellence.

In 2021, BetMGM was a Glassdoor *Best Place to Work* winner in the 'Under 1,000 employees' category. Currently, BetMGM employs over 1,000 people and expects to employ over 1,300 by the end of 2022. A number of those employees are highly experienced transfers from Entain and MGM. BetMGM also benefits from the wider network of talented people and other assets in both parent companies.



BETMGM

B.1 APPLICANT'S ABILITY TO OFFER SPORTS WAGERING IN THE COMMONWEALTH

Provide a thorough description of the applicant's ability to offer sports wagering in the Commonwealth. This should include the following:

- b. Experience and licensure in other jurisdictions with sports wagering

BetMGM has an abundance of experience in both mobile and retail sports wagering operations across North America. The organization has been thoroughly vetted and issued both sports betting and igaming licenses by 27 regulatory bodies, to date. Several of BetMGM's executives and employees have similarly been found suitable by gaming regulatory bodies across North America.

Since the initial dates of issuance, BetMGM has been successful in maintaining the good standing of each gaming license and has never had a license revoked, denied, or not renewed.



BETMGM

B.1 APPLICANT'S ABILITY TO OFFER SPORTS WAGERING IN THE COMMONWEALTH

Provide a thorough description of the applicant's ability to offer sports wagering in the Commonwealth. This should include the following:

- c. Plans to offer the platform in coordination with other applicants or person

BetMGM intends to offer its sports wagering product in close coordination with Blue Tarp redevelopment, LLC d/b/a MGM Springfield. BetMGM works closely with MGM Resorts across the US, particularly in states where MGM has a physical retail presence. BetMGM's experience as a leading online sports wagering operator, coupled with MGM's brand recognition and industry experience, produce a best-in-class offering to our customers.

The integration with MGM Rewards drives superior player experience and loyalty. With BetMGM, not only do our customers get the best overall betting experience, but betting with us racks up premium perks with the MGM Rewards program. This provides an experience that players won't get anywhere else. This integration is particularly powerful in states where MGM has a physical presence, such as Massachusetts, and where players have a connection with MGM properties in Las Vegas.



BETMGM

B.1 APPLICANT'S ABILITY TO OFFER SPORTS WAGERING IN THE COMMONWEALTH

Provide a thorough description of the applicant's ability to offer sports wagering in the Commonwealth. This should include the following:

- d. Intention to limit participation in any allowable sports events

BetMGM will limit its sports wagering offerings to the events, wager-types, and markets approved by the Massachusetts Gaming Commission (the "Commission"). BetMGM is experienced in offering sports wagering tailored to specific jurisdictional requirements. BetMGM will use the same general processes and controls employed in the 25 jurisdictions it currently operates in to mitigate risk of an unapproved offering. To the extent required, BetMGM will develop processes or controls to comply with any unique Massachusetts requirements that are not fully addressed through its existing processes and controls.



BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- a. Description of the customer experience, including options, promotions, and offers

BetMGM plans to offer a unique combination of betting options, promotions, and offers to create a best-in-class experience for Massachusetts customers. BetMGM's current promotional offerings include, but are not limited to, free bets, bonuses, and adjusted odds offerings as outlined in "B3-a-02 Marketing Plan CONFIDENTIAL.pdf".

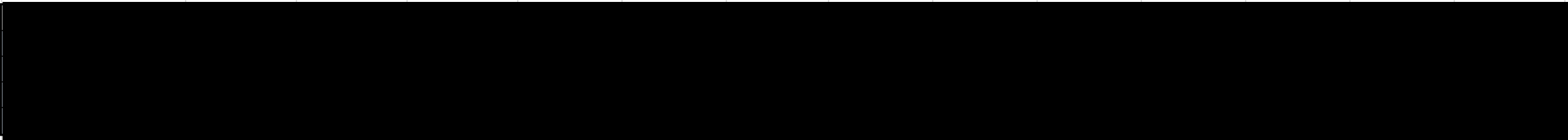


Massachusetts Marketing Plan

November 2022

Estimated Marketing Budget – Full Year

- [REDACTED]
- [REDACTED]
- [REDACTED]
- An example of a yearly marketing spend is below broken out by month and by channel.



BetMGM Sports – Promotions Strategy

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MGM/BetMGM Rewards

BetMGM & MGM Rewards

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

Earn whether you're in the BetMGM app or in one of over 20 MGM properties in Las Vegas & Nationwide.

Program Overview

EARN REWARDS EVERYWHERE YOU PLAY

As a BetMGM Rewards member, you're also automatically enrolled¹ into MGM Rewards, the loyalty program of MGM Resorts. Double up and stack those rewards high by earning both BetMGM Rewards Points and MGM Rewards Tier Credits for your online play at BetMGM.

Redeem Rewards Points for bonus credits toward sports, casino or poker play at BetMGM, or convert them into MGM Rewards Points redeemable for complimentary food and beverage, entertainment, hotel stays and more.

At the same time, earn Tier Credits to unlock new MGM Rewards Tiers for exclusive benefits, including waived resort fees, tickets to MGM Rewards concerts, room upgrades, and more at over 20 MGM Resort properties in Las Vegas and nationwide.



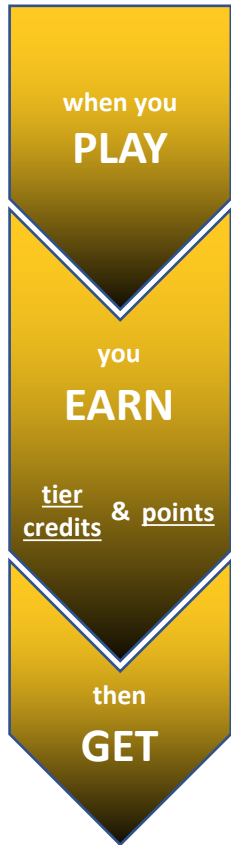
Point Earning & Tier Benefits

How Are MGM and BetMGM Interconnected?

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With our strategy of focusing on rewards and the joint value proposition, this chart distills key interrelationships

HOW DO I GET REWARDS?



<u>MGM Rewards</u> (20+ luxury resorts in Las Vegas and nationwide)	<u>BetMGM Rewards</u> (online in AZ, CO, DC, IA, IN, LA, MI, MS, NJ, NV, PA, TN, VA, VW, VY plus physical sportsbooks in many states)
Play slots, table games, stay, or dine at MGM Resorts nationwide ¹	Play online casino games, poker, or wager on sports in the BetMGM app, OR wager on sports at BetMGM Sportsbook locations nationwide
<p>Earn MGM Rewards Tier Credits when you play at MGM Resorts or online at BetMGM. Tier Credits track your progress toward unlocking new MGM Rewards tiers. Every MGM Rewards Tier you unlock entitles you to benefits across MGM Resorts and BetMGM. Unlock a new tier by playing at home with BetMGM, then enjoy the benefits of that tier when you visit MGM Resorts.</p>	
Earn MGM Rewards Points	Earn BetMGM Rewards Points
Redeem MGM Rewards Points for: hotel accommodations, dining, entertainment and more at over 20 MGM Resorts in Las Vegas and nationwide	Redeem BetMGM Rewards Points for: online free play OR transfer them into MGM Rewards Points

¹ or generate other qualifying non-gaming spend on hotel, food & beverage, etc. Visit mgmrewards.com for more details.

BetMGM : Earning Points Across All Products

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For MA: Only Sports Applicable

	Wager on the BetMGM App or BetMGM.com...	and Receive ² ...
Sports	\$100 in a Straight Bet ¹ ...	at least 20 BetMGM Rewards Points (or even more, with longer odds) and 20 Tier Credits
	\$100 in a Parlay ¹ ...	at least 50 BetMGM Rewards Points (or even more, with longer odds) and 50 Tier Credits
Casino*	\$100 in Regular Slots and Instant Win Games...	up to 20 BetMGM Rewards Points and 20 Tier Credits
	\$100 in Progressive Jackpot Slots...	up to 10 BetMGM Rewards Points and 10 Tier Credits
	\$100 in Live Table Games, like Baccarat, Blackjack, Craps, Roulette, Live Casino Slot Games and Video Poker...	up to 4 BetMGM Rewards Points and 4 Tier Credits
Poker*	Pay \$100 in Cash Game Rake...	up to 500 BetMGM Rewards Points and 500 Tier Credits
	Pay \$100 in Tournament Fees...	up to 500 BetMGM Reward Points and 500 Tier Credits

¹ At -110 odds for a straight bet and +300 for a parlay. Sports wagers can award BetMGM Rewards Points and Tier Credit earnings at higher or lower rates based on the odds selection, type of bet and wager amount

² Earning rates can vary based on wager, jurisdiction and/or game played

BetMGM Rewards: Tier Benefit List

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Revised benefit tables for main loyalty landing page emphasize tier benefits in the loyalty value proposition

BetMGM Rewards: Tier Benefits List	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
MGM Rewards: When you play with BetMGM, you also become a member of MGM Rewards, the loyalty program of MGM Resorts!	X	X	X	X	X
Tier Credits: Whether you play at over 20 MGM Resorts nationwide or BetMGM from your mobile phone, you earn Tier Credits toward elite status at MGM and BetMGM for more benefits!	X	X	X	X	X
Access to MGM offers for free or discounted room nights at MGM Resorts via your MGM Rewards account (based on play levels)	X	X	X	X	X
Earn BetMGM Rewards Points that can be redeemed for BetMGM online bonuses or converted to MGM Rewards Points	X	X	X	X	X
BetMGM Rewards Birthday Free Bet: Members receive a free bet on their birthday ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Anniversary Free Bet: Members receive a free bet on the anniversary of their first real money bet ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Point Bonus on BetMGM Rewards Points earned via BetMGM play ²		10%	20%	30%	40%
Access to Premium Customer Support			X	X	X
Expedited window service at MGM Resort-based BetMGM Sportsbooks ³				X	X
Access to Dedicated VIP Host for BetMGM					X

¹ In order to be eligible to receive a BetMGM Anniversary Free Bet or BetMGM Birthday Free Bet, you must have at least \$1 in real money wagers within the last 365 days at BetMGM. Member accounts that do not meet this requirement are ineligible for this benefit. The BetMGM Birthday Free Bet is issued on your birthday of record. The BetMGM Anniversary Free Bet is issued on the anniversary of your first wager with BetMGM. Members who have not created an account via the BetMGM app or at BetMGM.com will not be eligible for this benefit. Accounts created in Nevada are ineligible for this benefit. BetMGM is not responsible for errors in the birthday or anniversary date. BetMGM reserves the right, at its sole discretion and without notice, to modify the terms under which this benefit is offered, disqualify player eligibility from this benefit, or revoke this benefit.

² This bonus is automatically awarded for each wager

³ Subject to availability by property

Select MGM Rewards Benefits

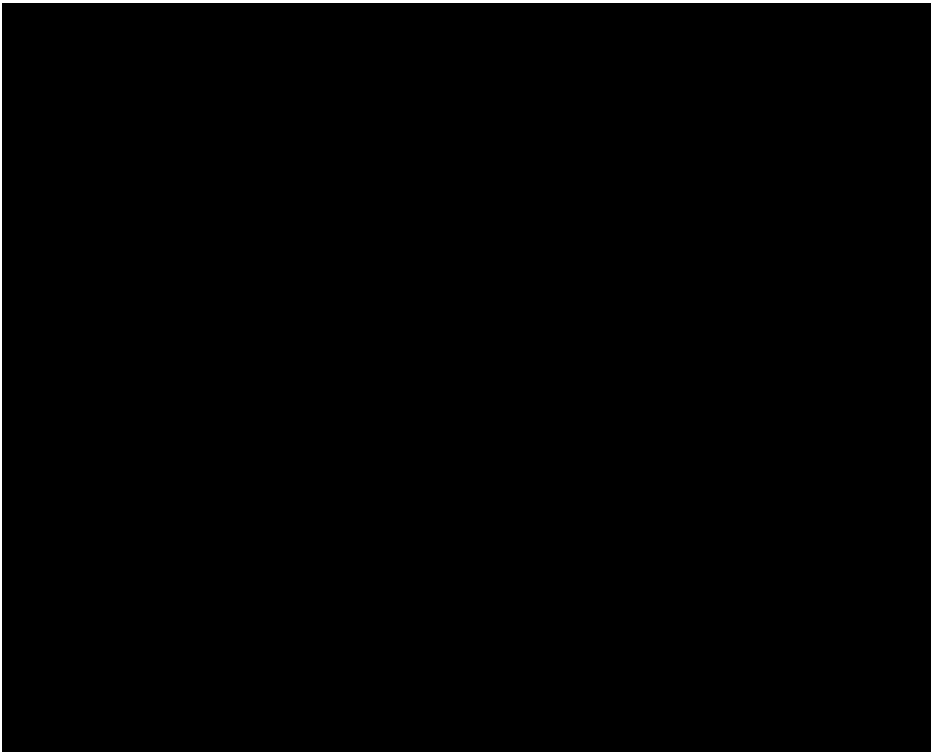
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

A sample of benefits offered at various tiers reinforces the unique joint value proposition offered by MGM and BetMGM

MGM Rewards: Select Benefits	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
Earn MGM Rewards Points when you play, stay, and dine at all MGM Rewards destinations	X	X	X	X	X
Complimentary Tickets to Select Exclusive MGM Rewards Concerts in Las Vegas		X	X	X	X
Exemption from MGM Reward Point Expiration: MGM Rewards Points and Slot Dollars do not expire due to inactivity		X	X	X	X
Complimentary Self-Parking (subject to availability)		X	X	X	X
Complimentary Valet Parking at Participating MGM Rewards destinations (subject to availability)		X	X	X	X
Resort Fee Waived when booking direct			X	X	X
Complimentary enhanced room upgrade at check-in, based on availability (e.g. view rooms, high floor, etc.)			X	X	X
Tier Achievement Celebration Dining Experience for qualifying members			\$100	\$200	\$500
Complimentary Early Check-in upon request (1:00 PM based on availability, 24-hour notice required)				X	X
Complimentary Late Check Out (4:00 PM based on availability)				X	X
Air Travel Credit to Las Vegas once a year for qualifying Platinum and NOIR members				Up to \$600	Up to \$1,200
One Advanced Suite Upgrade in Las Vegas per year, up to 3-night stay				X	X
Expedited access to Valet/Taxi				X	X

Massachusetts Advertising Media Strategy

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



Massachusetts Advertising Plan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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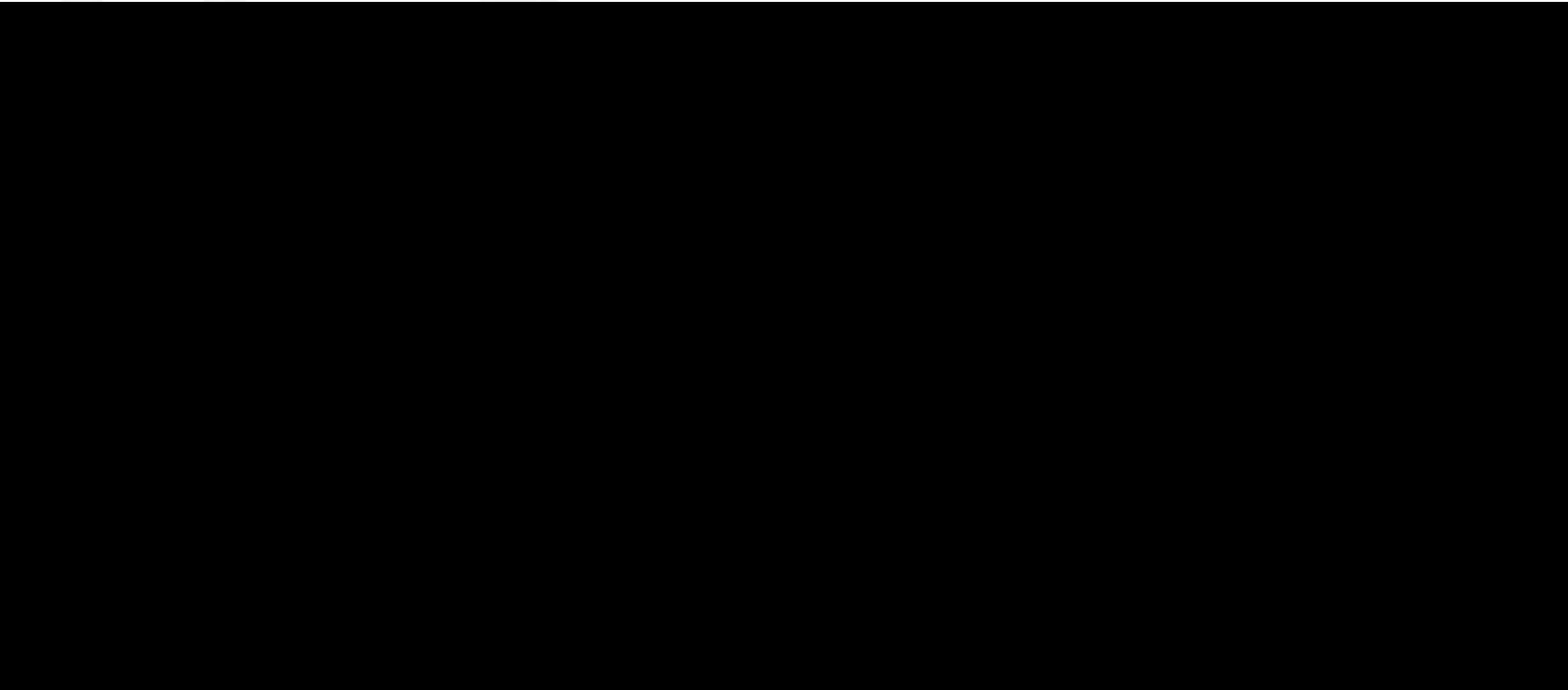
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[REDACTED]

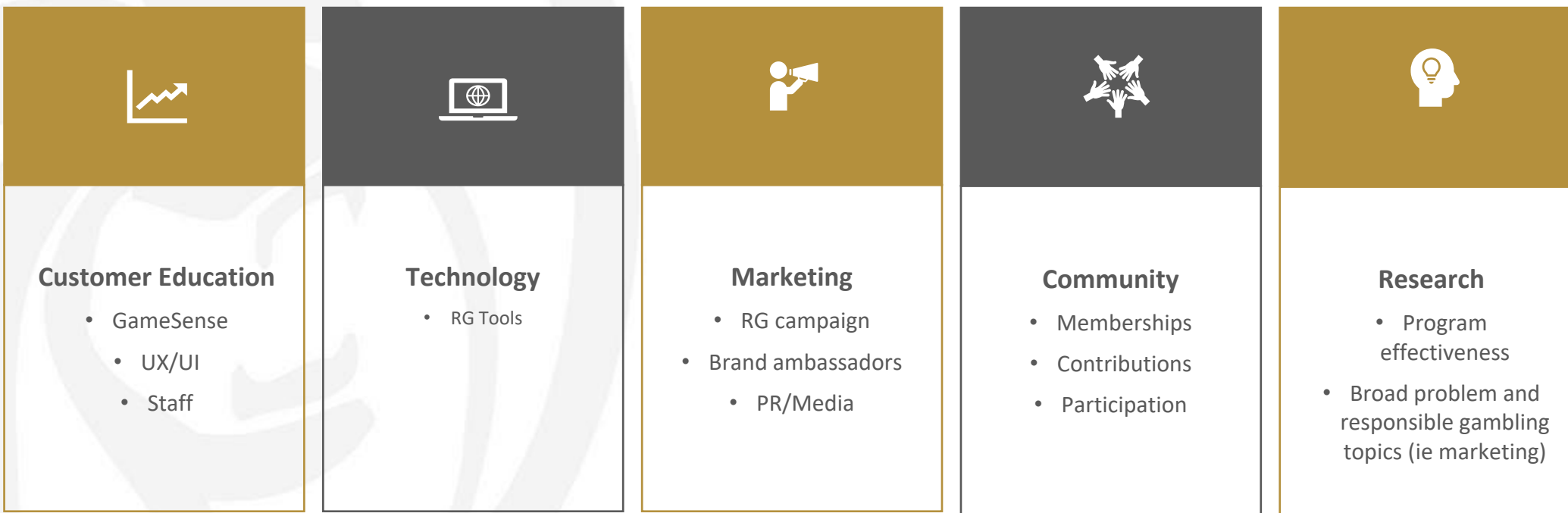
[REDACTED]

[REDACTED]



Responsible Gambling Plan

BetMGM's approach is to tap into institutional expertise, technology, external relationships, and evidence-based practices to be an industry leader in responsible gaming and provide every customer with the opportunity to be well informed, supported, and empowered to gamble responsibly.



Responsible Gambling Plan

Customer Education

- Leverage GameSense within UI in a manner that is easy to find and understand
- Continued use of BetMGM staff to support customers with questions and/or seeking assistance

Technology

- Make aware RG Tools available (e.g. time, deposit and wager limits)

Marketing

- All new registrants to receive a GameSense welcome email
- Provide RG information on website
- Omni-channel approach to deliver effective RG messaging, including use of RG disclaimers across all ads
- Potential use of brand ambassadors to add reach/impact of messaging

Community

- Nurture current relationships
 - Platinum members of National Council on Problem Gambling, serving on NCPG and Nevada Problem Gaming Committees. Participate in American Gaming Association's Responsibility Committee; AGA Have A Game Plan partner
- Have a presence with problem gambling stakeholders in each jurisdiction

Research

- Implementing 2-year study with The International Center of Responsible Gaming

Converting Customers from Illegal books

As an operator fully committed to strictly legal sportsbook activity, we have a vested interest in ensuring consumers are made aware of the risks and illegalities of wagering with unlicensed and or grey market entities. Our consumer obligation manifests in multiples strategies listed below in point form for concision.

- Use of paid search to bid against terms associated with said entities and focused on messaging that highlights the legal status of BetMGM versus the terms being served against.
- Social media messaging and targeting users following the pages etc. of said entities aimed at ensuring they as consumers are aware that legal and responsible options are available via operators such as BetMGM.
- SEO content aimed at providing informational resource to consumers ensuring they are aware that legal and responsible options are available via operators such as BetMGM and that the use of unlicensed and or illegal entities is a federal offence.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

b. Overview of wagering activity

BetMGM plans to have a robust offering of events, wager-types, and markets consistent with the regulatory requirements of the Massachusetts Gaming Commission. BetMGM’s wagering activity in Massachusetts will generally be consistent with what it offers in the 25 jurisdictions where it currently operates with tremendous success, but with necessary adjustments to exclude any content that is not permitted by Massachusetts law or approved by the Commission. The chart below shows the number of bets placed with BetMGM and total monetary handle broken down by sport for all online jurisdictions for the current year to date:

Sport	# of Bets	Handle	% of Bets	% of Handle
Basketball				
Baseball				
Football				
Soccer				
Tennis				
Ice Hockey				
Combat Sports				
Golf				
Table Tennis				
Other Sports				
Total				



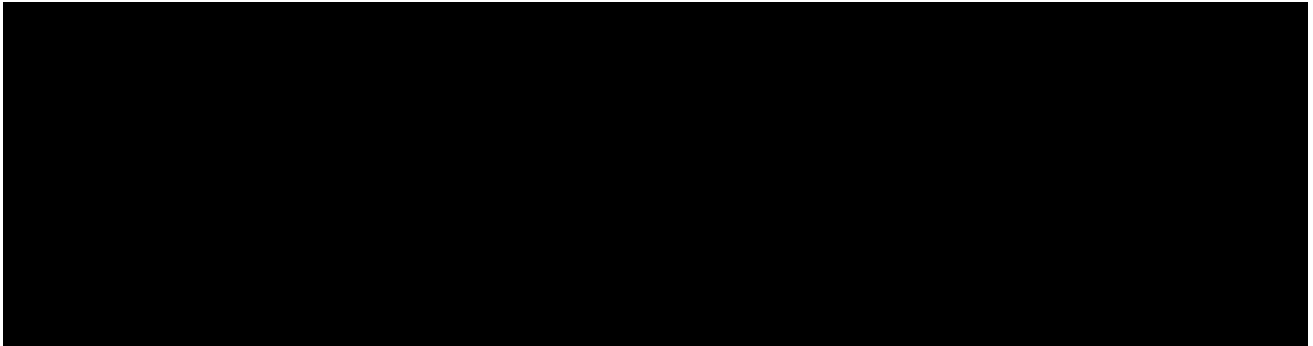
BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- c. Estimated volume of wagering activity (*annually*)

Based on most recent estimates, BetMGM anticipates the following sports wagering handle over the next five years:





BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

d. Jurisdictions where the platform is currently licensed and operating

Agency	Type of License
Alcohol and Gaming Commission of Ontario 90 Sheppard Avenue East, Suite 200 Toronto, ON M2N 0A4 416-326-8700	Internet Gaming Operator
Arizona Department of Gaming 1110 W. Washington #450 Phoenix, AZ 85007 (602) 771-4263	Event Wagering Operator Designee
	State Vendor Certification
Colorado Division of Gaming 1707 Cole Blvd Suite 300 Lakewood, CO 80401 (303) 205-1300	Sports Betting Operator License (Temporary)
	Internet Sports Betting Operator License (Temporary)
DC Lottery 2235 Shannon Place, SE Washington, DC 20020-5731 (202) 645-9291	Class A Sports Betting Operator (Temporary)
Gila River Gaming Commission 5350 North 48th Street Suite 305 Chandler, Arizona 85226-5128 (520) 796-4452.	Vendor Gaming License
	Business License
Grand Ronde Gaming Commission 27100 Salmon River Hwy Grand Ronde, OR 97347 (503) 879-2362	Major Procurement Vendor License
Illinois Gaming Board 160 North LaSalle, Suite 300 Chicago, IL 60601 312-814-4700	Management Services Provider
Indiana Gaming Commission East Tower, Suite 1600 101 W. Washington Street Indianapolis, IN 46204	Vendor (Temporary)
Iowa Racing and Gaming Commission DMACC Capitol Center 1300 Des Moines Street, Suite 100 Des Moines, IA 50309 515-281-7352	Advance Deposit Sports Wagering License
Kansas Racing and Gaming Commission 700 SW Harrison, Suite 500 Topeka, Kansas 66603	Sports Wagering Certification (Provisional)
Maryland Lottery and Gaming Control Commission 1800 Washington Blvd., Suite 330, Baltimore, MD 21230	Sports Wagering Facility Operator
	Online Sports Wagering Operator
Louisiana Gaming Control Board Office of State Police Gaming Enforcement Division 7919 Independence Blvd. Baton Rouge, LA 70806	Sports Wagering Platform Provider
Michigan Gaming Control Board 3062 West Grand Boulevard, Suite L-700 Detroit, MI 48202-6062 313-456-4100	Supplier License
	Gaming Supplier License
	Sports Betting Supplier (Internet Only)



BETMGM

Agency	Type of License
Mississippi Gaming Commission Post Office Box 23577 Jackson, MS 39225-3577 601-576-3800	Manufacturer and Distributor License
Nevada Gaming Control Board 555 East Washington Avenue Suite 2600 Las Vegas, NV 89101 702-486-2000	Information Service License
	Manufacturer License
	Distributor License
New Jersey Department of Gaming Enforcement 1300 Atlantic Avenue, 3rd Floor Atlantic City, NJ 08401 609-441-3106	CSIE License
New York State Gaming Commission One Broadway Center Schenectady, NY 12305 518.388.0561	Sports Wagering Platform Provider
Ohio Casino Control Commission 100 East Broad Street, 20th Floor Columbus, OH 43215 614.387.5858	Mobile Management Services Provider
	Management Services Provider
Pennsylvania Gaming Control Board 303 Walnut Street, Strawberry Square Commonwealth Tower, Fifth Floor Harrisburg, PA 717-346-8300	iGaming Operator License
	Sports Wagering Operator Licenses
Puerto Rico Gaming Commission 500 Tanca St. 5th Floor, Suite 502 Old San Juan, PR 00902	Service Industry License
Puyallup Tribal Gaming Regulatory Office 5580-C1 Pacific Hwy East, Fife, WA 98424 253-382-6014	Class III Major Sports Wagering Vendor
South Dakota Commission on Gaming 87 Sherman Street Deadwood, SD 57732 605-578-3074	Sports Wagering Services Provider
Tennessee Sports Wagering Advisory Council 500 James Robertson Parkway Nashville, TN 37243	Sports Betting Operator License
Virginia Lottery 600 East Main Street Richmond, VA 23219 804-692-7150	Sports Betting Permit Holder
Washington State Gaming Commission PO Box 42400, Olympia, WA 98504 (360) 486-3440	Major Vendor License; Mid-Level Vendor License
West Virginia Lottery 900 Pennsylvania Avenue Charleston, WV 25302 304-558-0500	iGaming Management Service Provider License
	Sports Wagering Management Service Provider License
Wyoming Gaming Commission Energy II Building, Ste. 335 951 Werner Court Casper, WY 82601	Online Sports Wagering Operator Permit



BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- e. Current integration in use with other wagering operators

BetMGM's mobile sports wagering platform is powered by Entain's proprietary, end-to-end technology. This product gives BetMGM full control over the player experience, tremendous speed of development and the ability to respond to dynamic market conditions. The best-in-class technology is exclusive to BetMGM in the United States and is a key competitive advantage for the organization.



BETMGM

B.3 SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- f. The number of user accounts maintained

Including test accounts, the lifetime number of user accounts is [REDACTED] as of October 23, 2022, while excluding test accounts the lifetime number of accounts is [REDACTED]. There are [REDACTED] “active” accounts (defined as placing at least one wager in the last 365 days, excluding test accounts) as of October 23, 2022.



BETMGM

B.3 **SPORTS WAGERING EXPERIENCE - DESCRIPTION OF SPORTS WAGERING PLATFORM**
(Category 3 Applicants Only)

Provide a thorough description of the sports wagering platform to be operated in the Commonwealth. This should include the following:

- g. Estimated market share within each jurisdiction

The below charts list BetMGM’s estimated online (left) and retail (right) sports betting gross gaming revenue share by state/territory based on the trailing three months:

BetMGM OSB GGR Share by State - L3M	
State	Share
Arizona	
Colorado	
Iowa	
Indiana	
Illinois	
Louisiana	
Michigan	
New Jersey	
Nevada	
New York	
Pennsylvania	
Virginia	
Tennessee	
West Virginia	
Wyoming	

**Through Aug-22*

BetMGM Retail GGR Share by State - L3M ¹	
State	Share
Arizona	
Maryland	
Michigan	
Mississippi	
Nevada	
New Jersey	
Puerto Rico	
South Dakota	
Washington D.C.	

**Through Aug-22 | 1: Not all retail gaming entities report revenues*



BETMGM

B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM *(Category 3 Applicants Only)*

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

a. Overview of technical standards, features, and operation of the platform

The BetMGM mobile and desktop sportsbook platform complies with GLI-33 Event Wagering Systems Technical Standards as well as the technical standards adopted by the New Jersey Department of Gaming (DGE).

The BetMGM sportsbook is composed of a number of different product components and features, bet types, markets and promotions. Upon login, the player is greeted by the homepage which serves as the shop window of BetMGM. Players able to access nearly every area of the app/website from this screen. The most relevant and popular offerings are afforded prime positioning to increase exposure and traffic on the homepage, and various tools and modules allow for the ability to include a large offering all on one screen. The Homepage also includes the following features:

- Marquee - Available at every level, from homepage to sport/competition pages to event pages.
 - Basic - Includes teams' jerseys/helmets or logos or national flags
 - Enhanced - Allows content team to override/customize text on each tile, can provide previous odds of boosts.
 - Enhanced Special - Allows content team to override/customize each tile with text and imagery; Used most for Lion's Boost and pre-packaged parlays
- Quicklinks
 - URL and display name manually entered by content team
 - Showcases league logos when available
 - Mobile
 - Scrolls from left to right to easily/quickly display relevant games/events
 - Desktop
 - Stacked list featured prominently on left-hand side of homepage
- Carousel
 - Banners
 - Prominent access point to popular events as well as some promotions
 - Ability to deep link specific bets into bet slip or provide real odds of specific event
 - Signposting
 - Allows greater visibility of retention promotions
 - Allows user to easily opt in and view promo details without requiring excess clickthrough/navigation

The BetMGM platform offers various parlay features for players. These include:

- One Game Parlay (Parlay Builder)
 - Allows users to create a parlay within a single game.
 - Odds are recalculated as like events/bets are parlayed together
- Easy Parlay



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- One-stop-shop for users to build parlays across an entire league or even across different sports
- Parlay Generator
 - Randomly creates a parlay for specific sports
 - Users can hold/drop specific bets and re-spin to repopulate with different options
- Parlay Cards
 - Allows content to build section with specific parameters and/or display multiple leagues within the same section

The BetMGM platform provides players with the most popular bet types as well as bet slip features, including:

- Edit My Bet
 - Allows users to select different bets without cancelling/cashing out previous bet.
 - Available pre-game or in-play so users can amend bets, particularly parlays, if it appears to be on track to lose.
 - Users can also increase stake of bet or add additional legs to parlays.
- Cash Out
 - Easy to use, customer-friendly option.
 - A part of potential payout is offered to user to claim prior to bet settling.
 - User can cash out at the exact moment offered/available.
 - User can also pre-select an amount to Auto Cash Out when reached.
- Share My Bet
 - Upon placing bet, user has option to share bet.
 - Can share via Text, Email, Social Media, etc.
 - Once shared and clicked, mobile web pops up with shared bet deep linked into bet slip so friends can easily place the same bet.
 - Promotes a social, more inclusive betting experiences.

The BetMGM platform also offers players various bonus features include odds boosts, risk free tokens, and free bets.



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B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- b. List of all current certifications or approvals from certified independent test labs and jurisdictions

The BetMGM mobile and desktop sportsbook platform has been certified in New Jersey by the NJ Department of Gaming Enforcement (DGE), by eCOGRA in Ontario and by Gaming Laboratories International (GLI) for the following jurisdictions:

- Arizona
- Colorado
- Illinois
- Indiana
- Iowa
- Kansas
- Louisiana
- Maryland
- Michigan
- Mississippi
- New York
- Ohio
- Pennsylvania
- Tennessee
- Virginia
- Washington DC
- West Virginia
- Wyoming

The BetMGM PLEE Retail platform has been certified in New Jersey by the NJ Department of Gaming Enforcement (DGE) and by BMM Testlabs for the following jurisdictions:

- Arizona Tribal
- Maryland
- Michigan
- Mississippi
- Nevada
- Oregon
- Puerto Rico
- South Dakota
- Washington DC
- Washington Tribal



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B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM *(Category 3 Applicants Only)*

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- c. Plan for continuous support, maintenance, and change management of the platform

BetMGM develops a state-specific change management procedure based on the regulations adopted by the state. However, the process generally follows similar generic procedures for all states. Changes and new features are proposed and prioritized by the Product team. These changes are then scoped by Development and Product teams and initial feature documentation is created. Technical Governance then meets with Development team in order to determine submission strategy. Changes are assessed based on their impact to controlled system components.

- Level 1 – No Impact
 - The change has no impact to controlled components of the platform
- Level 2 – Low Impact
 - The change has a low impact on the integrity of the platform. This may also include hardware component changes.
- Level 3 – High Impact
 - The change has a high impact on controlled components or reporting of the platform. Submission to an Independent Test Laboratory is typically required for this level of change.
- Emergency
 - In the event an emergency level change is required, BetMGM will follow scoping and development processes but will deploy immediately in order to mitigate or address immediate risk to the integrity of the system. Notification to the regulatory agency will be made as soon as possible and, if warranted, the change will be submitted to the ITL simultaneously for evaluation and certification.

The development phase kicks off and requirement definitions are locked in. Changes are deployed to testing environments for evaluation and product sign off. For Level 1 and Level 2 changes, after internal testing and signoff is complete, the Technical teams will coordinate with Production Engineering Group (PEG), Product and Technical Governance to schedule and execute new feature deployment. Development Operations completes internal testing and modification package is submitted to the ITL for evaluation and certification against the required rules and regulations. Upon receipt of certification, a change request is entered by the Development team, which initiates the scheduling of the change for deployment and/or enablement of the change or new feature. Technical Governance submits a change notification or request for approval with the corresponding ITL certification, as warranted.

BetMGM, prior to deployment, will provide final sign off to initiate deployment. Deployment then takes place, as indicated on the change notification. Otherwise, upon regulatory approval, the

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Technical team adds the change to the deployment schedule, which is performed by Production Engineering Group (PEG). After deployment, the Product teams perform final sign off and change or feature enabled (go live) in production. In the event a critical issue affecting the functionality of a new feature or change is identified post go live, feature rollback procedures are followed according to plan. The roll back plan includes steps to revert the change back to a disabled state and is documented within BetMGM's internal change tracking system for all changes.

Notification of the change to the regulators falls under one of three categories based on the level of impact the change would have:

- Level 1 Changes: Deployed without notification. These changes are cosmetic in nature and have no impact to regulated functions.
- Level 2 Changes: A Change Notification/Request, via email, is submitted to the regulatory agency, for reference or approval. The Change Notification/Request will include the deployment date or 'Upon Approval', start and finish times in EST, and duration of installation.
- Level 3 Changes: A Change Request is submitted, via email, and will include the change or feature description, deployment date or 'Upon Approval', start and finish times in EST, duration of installation, and if downtime is required, the length of time the system or part of the system will be unavailable. Corresponding ITL Certification is included, as warranted.
- Emergency Changes: In emergency situations, to deal with open threats or liabilities, BetMGM may execute changes immediately without prior consent. In the event an emergency change is required, notice shall be provided to the regulator within 48 hours and in accordance with any established emergency rule regulations. Notice shall include the necessity for employing the emergency rule and all details known at the time concerning the needed update. Submission to the ITL, as warranted, will occur within a week following the implementation of an emergency change.

In the event a response to a Level 2 or Level 3 Change Request is not responded to by the defined business day, it is considered a passive approval whereby BetMGM has the ability to deploy the change into production. All Level 2, 3, and Emergency notifications and requests are recorded in a change log, maintained by BetMGM.



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B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM *(Category 3 Applicants Only)*

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

d. Outline the features of the platform designed to support the customers

The BetMGM platform offers various parlay features for players. These include:

- One Game Parlay (Parlay Builder)
 - Allows users to create a parlay within a single game.
 - Odds are recalculated as like events/bets are parlayed together
- Easy Parlay
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 - Upon placing bet, user has option to share bet.
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 - Promotes a social, more inclusive betting experiences.

The BetMGM platform also offers players various bonus features include odds boosts, risk free tokens, and free bets. See also "B4-a-01 Response to Question.pdf".



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B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- e. Sample wagering menu the Applicant intends to offer, *pending approval from the Commission*

BetMGM provides the attached proposed wagering menu containing a description of the events, wager-types, and markets that it intends to offer in Massachusetts if approved. See "B4-e-02 Sports Wagering Catalog Proposal.pdf" attached.



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To:	Massachusetts Gaming Commission
Subject:	Event and Wager-Type Catalogue
Date Submitted:	November 2022

BetMGM provides the following proposal to the Massachusetts Gaming Commission regarding the Massachusetts Gaming Commission approved event and wager-type catalogue and processes for Massachusetts sports wagering:

Catalogue, Directive & Procedures for Approved Events and Wager-Types

Permitted Events

A Sports Wagering Operator (“Operator”) shall not accept any wager on an event unless the Operator has received written permission from the Massachusetts Gaming Commission (“the Commission”). Operators are considered to have written approval to offer any event that appears on the Approved Event List published by the Commission. Further, the Commission reserves the right to prohibit the acceptance of wagers and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the Commonwealth of Massachusetts.

To provide the Commission sufficient time to review a submission of a request to approve a new event, Operators shall submit the request to the Commission no less than 72 hours in advance of the day the Operator desires to accept wagers from the public on the new event.

A request to the Commission must include:

1. The name of the governing body in charge of administering the event; and
2. A description of the policies and procedures regarding the event’s integrity

Professional league drafts are approved for the MLB, NBA, NHL, NFL, and WNBA. In-draft (in-play) betting may be offered up to 2 selections prior to the actual occurrence on the draft broadcast(s). For example, “Pick #25 of the draft to be player x” would need to be placed prior to the announcement of pick #23”.

Unless otherwise specified, the following are authorized for approved leagues:

- Exhibition, pre-season, regular season, post-season, and all-star contests;
- Both men’s and women’s events; and
- Qualifying rounds

Once an event has been approved by the Commission, it is available to all Operators under the conditions approved. The Commission shall notify all Operators when an update is made to the Commission’s approved list.



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Permitted Wager and Market Types

Unless otherwise specified, for all approved events, Operators may offer any market where the results are decided based on an outcome or outcomes determined because of an event or events sanctioned by a sports governing body approved by the Commission, based on the performance of a single or group of rostered or otherwise registered athletes, and determined on the field of play and can be proven by a box score, aggregation of box scores, or other statistical analysis.

Additionally, the Commission has pre-approved awards for all approved leagues where such awards are based on statistics, or votes, provided that votes are collected in a manner that maintains the confidentiality of the outcome until the award is announced.

Approved Wager Types include the following:

- Single
- Parlay
- Teasers/Pleasers
- Round Robin
- Cash Out
- Pools
- Exchange Wagers

Approved Market Types include the following:

- Moneyline
- 3-Way
- Spread/Handicap
- Totals
- Player Props
- Game Props
- Team Props
- Futures/Outrights
- In-game/In-play
- Virtual Match Ups
- Next Occurrence
- Win/Place/Each Way
- Yes/No
- Awards

Any other type of wager must be sent to the Commission for approval the first time it is offered and may not be made available for wagering until approved by the Commission.

Once a wager or market type has been approved by the Commission, it is available to all Operators under the conditions approved.



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Prohibitions

Prohibited Sports Events:

- High school and youth sports or athletic events.
- A collegiate sport or athletic event involving one or more collegiate teams from the Commonwealth unless they are involved in a collegiate tournament.

Prohibited Sports Wagers:

- An outcome dependent on the performance of an individual athlete in any collegiate sport or athletic event, including, but not limited, to in-game or in-play wagers.
- Wagers on injuries, penalties, player discipline or replay review.
- Fantasy contests as defined in section 11M½ of 163 Chapter 12.



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Catalogue of Approved Events

1. Athletics
 - World Athletics (formerly known as International Association of Athletics Federations (IAAF))
2. Australian Rules Football
 - Australian Football League
3. Badminton
 - Badminton World Federation Grade 1 events (international) and Grade 2 events (World Tour)
4. Baseball/Softball
 - Major League Baseball (MLB)
 - NCAA Baseball and Softball
 - World Baseball Classic (WBC)
 - Minor League Baseball (MiLB) – Triple A
 - Japan Nippon Professional Baseball
 - Chinese Professional Baseball League
 - Korean KBO League
 - Athletes Unlimited Softball
 - Northwoods League
 - Texas Collegiate League
 - Mexican Baseball League (LMB)
 - Baseball Series de Caribe (CBC)
5. Basketball
 - National Basketball Association (NBA)
 - Women's National Basketball Association (WNBA)
 - NCAA
 - Euro League/Euro Cup
 - International and domestic events sanctioned by FIBA or FIBA member federations
 - The Basketball Tournament (TBT)
 - Big Three
6. Biathlon
 - International Biathlon Union (IBU)
7. Billiards
 - World Pool Billiard Association Sanctioned Events
8. Bowling
 - Professional Bowlers Associations (PBA)
9. Bowls
 - Professional Bowls Association
 - World Bowls
10. Bull Riding/Rodeo
 - Professional Bull Riders (PBR)
 - Professional Rodeo Cowboys Association (PRCA)
11. Boxing



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- World Boxing Association (WBA)
 - World Boxing Council (WBC)
 - World Boxing Organization (WBO)
 - International Boxing Federation (IBF)
 - British Board of Boxing Control (BBoc)
 - Sanctioned by Association of Boxing Commissions and Combative Sports associated commission or other US State Association
 - Bare Knuckle Fighting Championship
 - African Boxing Union (WB)
 - British & Irish Boxing Authority (BIBA)
 - Global Boxing Union (GBU)
 - International Boxing Association
 - International Boxing Organization (IBO)
 - International Boxing Union (IBU)
 - Irish Athletic Boxing Association (IABA)
 - Women's International Boxing Association (WIBA)
 - World Boxing Federation (WBF)
 - World Boxing Union (WBU)
12. Chess
- International Chess Federation (FIDE)
 - PlayMagnus AS
13. Cornhole
- American Cornhole League (ACL Pro Division)
14. Cricket
- International and domestic events sanctioned by the International Cricket Council (ICC) or ICC member federations
15. Cycling
- Union Cycliste International (UCI) Sanctioned Events
16. Darts
- Professional Darts Corporation (PDC) Sanctioned Events
 - British Darts Organization (BDO) Sanctioned Events
 - MODUS Events
 - World Dart Federation (WDF)
17. Disc
- American Ultimate Disc League
18. eSports
- Call of Duty League
 - Counterstrike Global Offensive (CS:GO)
 - Blast Premier League
 - Electronic Sports League Sanctioned Events (ESL)
 - DreamHack Sanctioned Events
 - Intel Extreme Masters (IEM)



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- League of Legends (LoL)
 - LCK – League of Legends Champions Korea
 - LCS – League of Legends Champions Series
 - LEC – League of Legends European Championship
 - Riot Games Sanctioned Events
 - World Championships
- Dota 2
 - Valve Sanctioned Events
- NBA 2k League
- Overwatch League
- Rainbow 6
 - Ubisoft Sanctioned Events
- Valorant
 - Riot Games Sanctioned Events

19. Floorball

- International and domestic events sanctioned by Floorball Federation (IFF) or IFF or IFF member federations

20. Football

- National Football League (NFL)
- NCAA
- Canadian Football League (CFL)
- College Senior Bowl
- USFL
- XFL
- Indoor Football League (IFL)

21. Futsal

- International and domestic events sanctioned by FIFA or FIFA member federations

22. Golf

- Events sanctioned by the International Federation of PGA Tours or its members
- International Events (i.e. Ryder Cup, Solheim Cup, Presidents Cup)
- The Match Series
- Major Championships

23. Handball

- International and domestic events sanctioned by the International Handball Federation Events (IHF) or IHF member federations
- European Championship League

24. Hockey – Field

- International Hockey Federation (FHI) Sanctioned Events

25. Hockey - Ice

- National Hockey League (NHL)
- International and domestic events sanctioned by the International Ice Hockey Federation (IIHF) or IIHF member federations



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- NCAA
 - American Hockey League (AHL)
26. Jai-Alai
- Magic City Jai Alai
27. Lacrosse
- NCAA
 - Premier Lacrosse League
 - National Lacrosse League
 - World Lacrosse Sanctioned Events (Country v Country)
28. Mixed Martial Arts (MMA)
- Ultimate Fighting Championship (UFC)
 - Road to UFC
 - Dana White's Contender Series
 - Bellator MMA
 - ONE Championship
 - Professional Fighters League (PFL)
 - PFL Challenger Series
 - Cage Warriors
 - Glory
 - Invicta Fighting Championship
 - KSW
 - Legacy Fighting Alliance (LFA)
 - Spectation Sports
 - Sanctioned by Association of Boxing Commissions and Combative Sports associated commission or other US State Association
29. Olympics (including trials)
- Summer Olympics
 - Winter Olympics
30. Racing
- NASCAR:
 - Xfinity Series
 - Camping World Truck Series
 - NASCAR Cup Series
 - Fédération Internationale de l'Automobile (FIA) Sanctioned Events
 - Fédération Internationale de Motocyclisme (FIM) Sanctioned Events
 - Indy Racing League (Indy Car)
 - Superstar Racing Experience (SRX)
 - National Hot Rod Association (NHRA)
 - United States Auto Club (USAC) Sanctioned Events
31. Netball
- ANZ Premiership
 - Super Netball



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32. Pesapallo
 - Finnish Superpesis
 - Finnish Ykkospesis
33. Rowing
 - University Boat Race
34. Rugby League
 - International and domestic events sanctioned by International Rugby League (IRL) or IRL member federations
35. Rugby Union
 - International and domestic events sanctioned by World Rugby or World Rugby member federations
 - SANZAAR Sanctioned Events
36. Sailing
 - Americas Cup
 - Prada Cup Challenger Selection Series
37. Snooker
 - World Snooker Sanctioned Events
 - World Professional Billiards and Snooker Association (WPBSA) Sanctioned Events
 - World Pool-Billiard Association (WPA) Sanctioned Events
 - International World Games Association (IWGA) Sanctioned Events
38. Soccer
 - International and domestic events sanctioned by FIFA or FIFA member federations
 - Audi Cup
 - International Champions Cup
 - NCAA
39. Soccer – Beach
 - Euro Beach Soccer League
 - Beach Soccer Worldwide Intercontinental Cup
40. Special Events
 - Academy Awards (Oscars)
 - Emmy Awards
 - Nathan’s Famous Hot Dog Eating Contest
 - Major League Eating Sanctioned Events
41. Summer Athletics
 - Commonwealth Games
 - X-Games
 - World Athletics Championships
 - World Athletics Indoor Tour
 - World Athletics Continental Tour
 - European Athletics Championships
42. Swimming
 - Federation Internationale de Natation (FINA) World Championships



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43. Table Tennis

- International and domestic events sanctioned by the International Table Tennis Federation (ITTF) or ITTF member federations
- TT Elite Series Poland
- TT Star Pro Series
- Challenger Sao Paolo
- TT Trophy Hungary
- Armenia ITT Cup League
- Challenger Series Betiebs GmbH.

44. Tennis

- ATP Tour Events; including Challenger Tour
- Grand Slam Events
- International Tennis Federation (ITF) Sanctioned Events (including country v. country)
- United States Tennis Association (USTA) Sanctioned Events
- World Team Tennis
- WTA Tour Events

45. Volleyball

- International and domestic events sanctioned by the Federation International de Volleyball (FIVB) or FIVB member federations
- Leagues and Events organized by FIVB member federations
- AVP Pro Beach Volleyball
- NCAA

46. Waterpolo

- FINA World Championships
- FINA World Cup
- FINA World League
- Ligue Européenne de Natation (LEN) European Championships
- LEN Champions League
- Adriatic League
- Italian Serie A1

47. Winter Athletics

- X-Games
- International Skating Union (ISU) World Championships and World Cup
- International Bobsleigh and Skeleton Federation (IBSF) World Championships
- International Luge Federation (FIL) World Championships
- Fédération Internationale de Ski (FIS, International Ski Federation) World Cup
- Four Hills Tournament

This Catalogue, Directive and Procedures for Approved Events and Wager Types is subject to revision at any time in the sole discretion of the Massachusetts Gaming Commission.



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B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- f. Description of Applicant's proposed ability to commence mobile sports wagering on the platform

BetMGM is extremely experienced in commencing sports wagering operations on its current platform. The organization has successfully launched and maintained mobile sports betting in 17 states while relying on the same best-in-class Entain platform that will be adopted in Massachusetts.

Not only is BetMGM capable of successfully launching mobile sports betting in various jurisdictions, but the company also has the ability to do so very quickly. It is of paramount importance to BetMGM to be live on the first possible date in a new market and the organization prides itself on being able to seamlessly expand its operation as soon as permitted to do so.



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B.4 **SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM**
(Category 3 Applicants Only)

Provide a thorough description of the applicant's expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- g.** How the Applicant intends to prevent wagering by prohibited persons, including underage persons, problem gamblers, employees, etc.

See "B.4-g-02 Responsible Gaming Plan.pdf" attached.



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Responsible Gambling Plan – Massachusetts

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Purpose

The purpose of the Responsible Gambling Plan (“the Plan”) is to promote responsible gambling and demonstrate BetMGM’s pledge and commitment to our employees, customers, and the

community to make responsible gambling an integral part of our daily operations. BetMGM strives to provide the world's safest and most innovative gambling platform.

BetMGM adheres to the American Gaming Association's ("AGA") Code of Conduct for Responsible Gaming and the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible gambling. The Codes of Conduct are pledges to employees, customers, and the public to promote the activity of gambling in a safe and responsible manner.

Through training, internal controls, procedures, and innovative responsible gambling tools, BetMGM is committed to preventing underage gambling and gambling by excluded individuals, providing its customers with responsible gambling and problem gambling information, providing betting limit-setting features, and providing information regarding the State of Massachusetts's self-exclusion program and problem gambling resources.

While the Responsible Gambling team is responsible for the implementation and maintenance of this plan, all employees of BetMGM are expected to be knowledgeable of, and follow approved procedures outlined in this Plan. The Plan shall be implemented at the commencement of BetMGM's operations within the State of Massachusetts.

BetMGM's Responsible Gambling Principles and Best Practices

BetMGM has a central guiding document to inform and direct its responsible gambling strategy and initiatives at a corporate level. Titled the BetMGM Responsible Gambling Principles and Best Practices, this document provides guidance and directives regarding responsible gambling, problem gambling, the company's commitment to employee training, the company's commitment to continuous improvement and evaluating its responsible gambling program, and a directive regarding its review and enforcement process.

To further embed a culture of responsible gambling at BetMGM, the company created its Responsible Gambling Council, which consists of senior leaders from key departments including marketing, human resources, operations, VIP, product, compliance, and risk. The purpose of the council is to provide leadership, accountability, strategic guidance, and support of responsible gambling initiatives.

The Compliance Department of BetMGM is responsible for monitoring the enforcement of the Plan and establishing procedures for the Plan's implementation by the operations departments. Specifically, the Responsible Gambling Program Manager, Interactive Gaming Manager, and Responsible Gaming Compliance Analysts will have responsibility for ensuring the Plan is executed on a day-to-day basis.

The Human Resources Department of BetMGM provides an opportunity for all employees to submit anonymous questions or concerns related to responsible gambling or any other topic

through a link emailed to the entire staff on a weekly basis. The questions are answered live on our company meetings where every employee is sent an invite and these meetings happen three times a week. Four times per year employees are also able to take a survey and submit feedback which remain anonymous as well. The Human Resources Department will thoroughly review the feedback submitted to inform decisions around workplace experience.

Massachusetts Voluntary Self-Exclusion Program

The Massachusetts Gaming Commission (“Commission”) maintains lists of individuals who have requested to be excluded from sports betting within the State of Massachusetts, to reduce and mitigate the effects of problem gambling. Individuals on the voluntary self-exclusion list shall be prohibited from participating in any form of legalized gambling in the Commission’s jurisdiction and are prohibited from collecting any winnings or recovering any losses resulting from violation of the restrictions or accepting any complimentary gifts or services or any other thing of value from a Commission-licensed facility, retail location or mobile wagering platform. In the event a patron has a pending wager and then self-excludes, the wager shall be canceled, and the funds returned to the patron.

Individuals may request to be excluded for the following lengths of time:

- One (1) year
- Three (3) years
- Five (5) years
- Lifetime

Enrollment into the Commission’s voluntary-exclusion program is available for completion at all GameSense Info Centers, the Massachusetts Gaming Commission offices, the Community-based Enrollment program, and the online Massachusetts voluntary self-exclusion remote online process. An application will not be accepted if it was not completed in the presence of the Commission’s staff or through the online Massachusetts voluntary self-exclusion remote enrollment process.

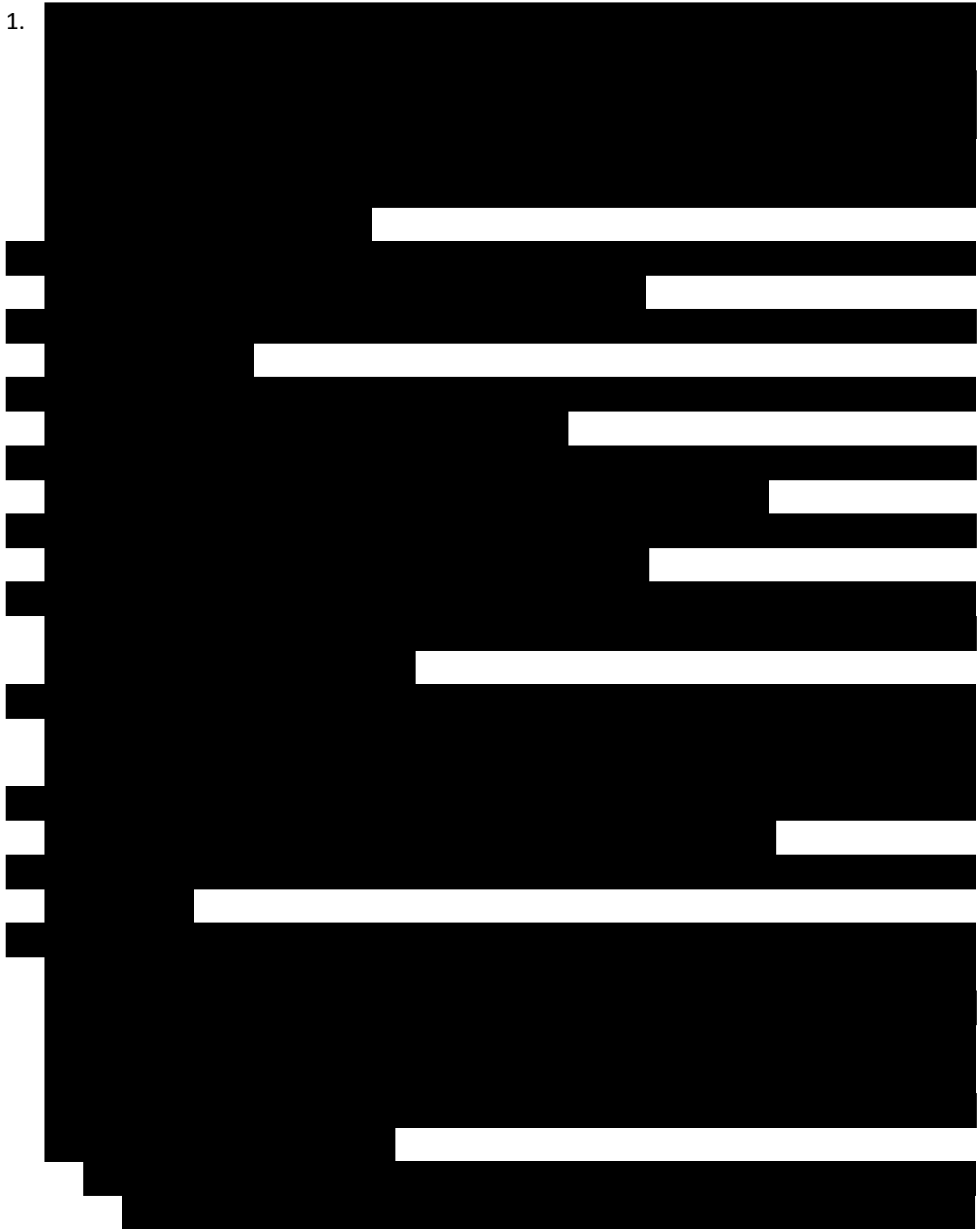
In support of these efforts and to comply with the Commission’s regulations, BetMGM shall provide (<https://massgaming.com/about/voluntary-self-exclusion/>) a link within its services and websites leading to the Commission’s voluntary-exclusion website. There, an individual can locate the application, information about the program, and how they can sign up for the Commission’s voluntary-exclusion program.

Voluntary-Exclusion List Administration

In accordance with regulations, BetMGM will maintain a copy of the Commission’s voluntary-exclusion list. BetMGM’s Responsible Gambling Team will routinely review the lists to ensure they are kept up to date. Information received from the Commission shall be deemed confidential

and BetMGM will ensure voluntary-exclusion information will not be disclosed to any unauthorized parties. The following procedures and controls will be used by BetMGM to ensure proper administration and maintenance of the voluntary-exclusion list.

1.



b.

[REDACTED]

[REDACTED]

Massachusetts Sports Gaming Exclusion Program

The Commission maintains a list of persons who have been determined to pose a threat to the integrity of gaming and are excluded from participating in licensed sports wagering or ejected from licensed sports wagering facilities in the State of Massachusetts.

The Exclusion List consists of persons who have:

1. Violated or conspired to violate laws related to gaming
2. Cheats
3. Willful tax evaders
4. Individuals whose presence in a licensed gaming establishment would adversely affect public confidence and trust in the gaming industry

Persons whose presence in a licensed gaming establishment poses the potential of injurious threat to the interests of the Commonwealth In accordance with regulations, BetMGM shall perform the following:

1. [REDACTED]

6. [REDACTED]

In the event that a third-party believes someone they know has a gambling problem and wants the person to be self-excluded, the BetMGM Responsible Gambling Compliance Team will direct them to information and resources on how to be self-excluded including the website: <https://massgaming.com/about/voluntary-self-exclusion/>. We will not confirm or deny if an account exists on our platform to anyone other than the account holder.

Underage Gambling

BetMGM takes its responsibility to prevent underage gambling seriously and utilizes a series of safeguards to ensure compliance. A full identity check and age verification process is performed before a customer can register to use BetMGM's mobile products and services.

During the registration process on BetMGM's mobile products and services, all users are required to provide acceptable and valid identification with date of birth. In addition to providing proof of identification during registration, BetMGM may require additional verification upon any deposits and withdrawals. Only customers 21 years of age or older may deposit or withdraw funds.

BetMGM encourages parents to use child protection software to help block and prevent children from being able to access gambling and other sites and applications, which may not be appropriate for children. BetMGM shall encourage parents to use child protection software, such as Cyberpatrol and Cybersitter, to block gambling websites from underage individuals.

For wagers conducted at a sports wagering facility, employees shall be required to request valid proof of identification from customers who appear to be under the age of 30. Wagers shall not be permitted from these individuals until such a request has been fulfilled and the proof identification verified.

BetMGM has established procedures to reasonably ensure an individual who is a minor is prohibited from participating in using its services. These procedures include:

1. Verification of the full identify on the mobile product and services of the bettor prior to the bettor being allowed to make a deposit into or withdrawal from their BetMGM account or placing a wager.
2. The use of [REDACTED] as know your customer (KYC) providers for its mobile products and services. [REDACTED] aggregates the customer's account registration data and then uses external sources, [REDACTED], to identify the customer and attempt to complete their full 9-digit Social Security Number (SSN) (BetMGM only requests the last four (4) digits of a potential customer's SSN during the registration process).

3. Five (5) attempts can be made by a customer to amend registration details before the system requests a manual upload of identifying documents.
4. Maintaining a record of the customer's acceptance of BetMGM's terms and conditions and privacy policy to participate in betting through the mobile application or any authorized digital platform accepting wagers online.
5. Maintaining a record of the customer's certification that the information provided to BetMGM is accurate and they are not on the self-exclusion list or exclusion list for its mobile application.
6. Maintaining a record of the customer's acknowledgment that BetMGM only offers sports betting to individuals ages 21 or older, and that he or she is prohibited from allowing any other person to access or use his or her mobile sports betting account.
7. The verification of the bettor's age through a recognized national database or service (or other commercially reasonably standard for age verification) using at a minimum the player's full name, date of birth, and last four (4) digits of the bettor's social security number or taxpayer identification on its mobile product and services.
8. Requiring a customer to present identification if they appear under the age of 30 years-old at the gaming establishment
9. An ongoing program of training for personnel at the gaming establishment that emphasizes the responsibility of personnel for identifying and preventing gaming activity by persons younger than 21 years-old
10. Offering non-gaming amenities that include restaurants, bowling, and movies at its retail location.
11. Remitting "identifiable winnings or losses arising as a result of such prohibited gaming in a gaming establishment by a person younger than 21 years old" to the Commission for deposit into the Gaming Revenue Fund
 - a. Any funds confiscated from a minor must be given to the Cage for verification and safekeeping before being remitted to the Gaming Revenue Fund.
 - b. The Cage is required to issue a receipt to the security personnel submitting confiscated funds; and
 - c. Security must log the fund confiscation in an incident report;

BetMGM also provides contact information should another customer or person know that someone under the age of 21 is registered with BetMGM. BetMGM asks that that individual please contact customer service immediately to report that account.

Security Plans for Intoxicated Patrons

No person will be permitted to show signs of intoxication on Company property. The Security Department is tasked with enforcing this policy.

If a team member, guest, or vendor believes that another person on Company property is showing signs of intoxication, Security should be notified immediately. Security will treat calls for signs of intoxication with high priority.

Security will approach and speak to the person alleged to show signs of intoxication. Security personnel, in their sole capacity, will determine through this interaction whether or not the person is showing genuine signs of intoxication. In questionable situations, Security will err on the side of safety and determine that the person is showing genuine signs of intoxication. An admission by a person that he or she is intoxicated (or an admission through a common euphemism such as being “drunk,” “wasted,” etc.) will be treated as a genuine sign of intoxication regardless of his or her other behaviors or the appraisal of Security personnel. Once a determination has been made that a person is showing signs of intoxication, no reversals of that determination will be permissible. If a person is not found by Security to be showing genuine signs of intoxication, Security will allow the person to resume his or her activities and then follow up with the person that made the initial report and explain Security’s decision. A person not found to be showing signs of intoxication in one instance may, at a later time, be determined by Security to show genuine signs of intoxication if such circumstances arise.

[REDACTED]

[REDACTED]

Persons showing signs of intoxication at BetMGM’s retail location are prohibited from gaming activities, including placing wagers. Persons showing signs of intoxication are not permitted to stay on Company premises.

[REDACTED]

Employee Training

A crucial element of any effective responsible gambling program is employee training. BetMGM is committed to providing all of its employees responsible gambling training. All employees are introduced to responsible gambling and problem gambling information during new hire orientation. Additionally, employees are provided and required to complete annual GameSense refresher training to ensure knowledge retention.

It's critical to understand that while BetMGM trains its employees to have a basic level of understanding of problem gambling, BetMGM does not train its staff to diagnose individuals as having a gambling addiction nor does it provide clinical assistance. Rather, employees are trained to identify problematic and concerning behavior and interact with customers to determine an appropriate course of action to either take a break, use BetMGM's mobile limit setting tools, or refer them to the problem gambling helpline and/or the Commission's website and voluntary-exclusion program.

Topics included within this training include:

1. Responsible gambling general information
2. Problem gambling information including
 - a. Its potential impact on the individual
 - b. Its potential impact on the family and friends of the individual
 - c. Its potential impact on the individual's job performance
3. Common problem gambling characteristics and warning signs
4. How to communicate with customers who are suspected of having a gambling related problem, and how to refer them to additional help and resources via the approved problem gambling helpline (1-800-327-5050 and 1-800-GAMBLER).
5. BetMGM specific responsible gambling tools and resources
6. BetMGM specific responsible gambling principles, policies, and procedures, which include:
 - a. Prohibition of minors from using BetMGM and procedures to prevent them from accessing BetMGM's products and services.
 - b. Prohibition of individuals on the voluntary self-exclusion list and procedures to prevent them from accessing BetMGM's products and services.

In addition to general training provided to all employees, Customer Service employees, who have the most frequent interactions with BetMGM customers, receive enhanced training in the following areas:

1. How to recognize the nature and symptoms of problem gambling behavior

2. How to assist customers who are experiencing gambling related harm, including recommending the use of BetMGM tools, taking a timeout, calling the problem gambling helpline, and how to enroll in the voluntary self-exclusion program
3. How to respond to reports from third parties, such as family members, about concerns related to a customer's gambling behavior
4. Identifying and preventing intoxicated and/or impaired customers from gambling

The Compliance Department and Responsible Gambling Program Manager are responsible for the content of the responsible gambling training as well as ensuring employees are trained effectively and on a regular basis.

The Internal Audit Team is responsible for conducting regular reviews and inspections of training logs to ensure compliance.

Should departments be found out of compliance with these directives, department heads will be notified that remedial action is needed. Department heads shall promptly provide a step-by-step remedial action plan with a date for completion to the Internal Audit Team and Compliance Department.

Marketing and Advertising

BetMGM adheres to the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible marketing and advertising of sports betting products and activities.

BetMGM's marketing department receives extensive training and communication regarding adherence to the AGA's Responsible Marketing Code for Sports Wagering.

In accordance with the AGA's standards and the Commission's regulations, BetMGM shall ensure the following:

1. BetMGM shall display signage and written materials, in conspicuous places in its retail sports wagering facilities. BetMGM's Responsible Gambling Team will provide information and materials that will include:
 - a. The nature of responsible and problem gambling.
 - b. Information and a link to the Commission's Voluntary Self-Exclusion Program: <https://massgaming.com/about/voluntary-self-exclusion/>
 - c. Massachusetts Problem Gambling Helpline – 1-800-327-5050
 - d. National Gambling Helpline – 1-800-GAMBLER
 - e. The Massachusetts Problem Gambling Helpline website link - <https://gamblinghelplinema.org/>

- f. The Office of Problem Gambling Services website line - <https://www.mass.gov/orgs/office-of-problem-gambling-services>
 - g. Notice that it is unlawful for any individual who is underage or noticeably intoxicated or impaired to engage in sports wagering.
2. Advertisements, marketing, and promotional materials shall not directly target minors or potentially vulnerable persons, including voluntary-excluded individuals.
 3. Advertisements, marketing, and promotional materials shall include a responsible gaming message, including the toll-free problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) and an assistance and prevention message, except as otherwise permitted by the Director for certain mediums such as social media messages.
 4. Advertisements, marketing, and promotional materials shall not be placed on any website or in print media devoted primarily to responsible gaming.
 5. The minimum legal age to participate shall be included on any website, mobile application, and other forms of advertising, marketing, and promotions, except as otherwise permitted by the Commission's for certain mediums such as social media messages.
 6. Advertisements, marketing, and promotional materials shall not include misleading claims or create the suggestion that the probabilities of winning or losing with the platform are different than those actually experienced.
 7. Advertisements, marketing, and promotional materials shall not contain images, symbols, celebrity or entertainment endorsements, or language designed to appeal specifically to those under 21 years old.
 8. Advertisements, marketing, and promotional materials shall not feature anyone who is or appears to be below 21 years old except for professional athletes who may be minors.
 9. Advertisements, marketing, and promotional materials shall not appear in media outlets that appeals primarily to those under the age of 21.
 10. Advertisements, marketing, and promotional materials shall not be placed in such intensity and frequency that they represent saturation of that medium or become excessive.
 11. Advertisements, marketing, and promotional materials shall not contain claims or representations that sports betting will guarantee an individual's social, financial, or personal success.
 12. Advertisements, marketing, and promotional materials shall not imply that chances of winning increase the more one participates in, or the more one spends on, sports betting.
 13. Advertisements, marketing, and promotional materials shall not be directly distributed to those on the voluntary-exclusion list.
 14. Advertisements, marketing, and promotional materials shall not contain nor imply lewd or indecent language, images, or actions, and will reflect generally accepted contemporary standards of good taste.
 15. Advertisements, marketing, and promotional materials sent via e-mail or text message shall allow the option to unsubscribe.

16. Upon request from the Commission, BetMGM will make available all advertisements, marketing, and promotional materials developed by or on behalf of BetMGM.
17. BetMGM will ensure that upon request of the Commission any supplier who advertises, markets, or offers promotions on its behalf will make available all relevant advertisements, marketing, and promotional materials.

Managing High-Risk Financial Transactions

BetMGM will abide by the following rules in regard to high-risk financial transactions to ensure player safety and they do not gamble beyond their means:



Responsible Gambling Tools and Features

BetMGM shall prominently display a responsible gambling message affirming BetMGM's commitment to promoting responsible play. Additionally, BetMGM shall provide a problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) on its websites and mobile applications to assist anyone who has concerns about their gambling or the gambling of a loved one.

For its mobile product, BetMGM shall display a link to information about its timeout program, which is offered to customers to help them take a break from using BetMGM's services. Timeouts range in duration from a 72-hour cooling off period, a year, and complete account closure should a customer request it. Individuals who request a timeout will be prevented from doing the following:

1. Wagering;
2. Depositing funds, unless the reason is to clear a negative balance that resulted during the timeout;
3. Making changes to the account.

Customers may cancel their account at any time for any reason with no penalty. Cancellation can be completed by contacting customer service and requesting account closure.

BetMGM offers its customers the option to set deposit limits on a daily, weekly, and monthly basis on its mobile product. Customers may also set wager limits and loss limits on a daily, weekly, and monthly basis on its mobile product.

Through its time management system, BetMGM provides customers the ability to limit how much time they spend on BetMGM's mobile products. Time is measured hourly from the time a customer logs in to their account to the time the customer logs out of their account. Requests to decrease any limit will be granted and implemented immediately. Requests for limit increases (i.e. going from playing 1 hour a day to unlimited play) shall not be granted until the initially set limits have expired. If a player attempts to exceed the time limit set for themselves, they will be prevented from further play.

BetMGM displays how much time has passed since login to help customers understand how much time they're spending on the mobile application. A player is also able to see their transaction history for the games they played as well as payment history for deposits and withdrawals to keep track of their net wins/losses on its mobile product.

The methods by which customers can impose limitations for betting parameters including deposit limits, session time limits, account cool-offs, wager limits are easy and obvious on the mobile product. The self-imposed limitation methods provide the following functionality:

1. Upon receiving any self-imposed limitation order, BetMGM shall ensure that all specified limits are correctly implemented immediately or at the point in time that was clearly indicated to the patron;
2. The self-imposed limitations set by a customer shall not override more restrictive operator-imposed limitations. The more restrictive limitations must take priority;
3. Once established by a customer and implemented by the sports betting system, it shall only be possible to reduce the severity of self-imposed limitations after the limitations have expired and a waiting period (ranging from 24 hours to 30 days after the effective request date) has elapsed.
4. Self-imposed limitations shall not be compromised by internal status events, such as voluntary-imposed exclusion orders and revocations.

BetMGM's mobile registration system prohibits an individual, group of individuals, or entities from establishing more than one account within the Commission's jurisdiction.

Responsible Gambling Website

The BetMGM website shall prominently display the 24-hour toll-free problem gambling helpline 1-800-327-5050 or 1-800-GAMBLER within the footer of its websites. Websites will also display a responsible gambling logo, which directs users to its responsible gambling webpage. The webpage contains the following information.

1. A statement of commitment to promoting responsible gambling and preventing problem gambling.
2. Information about responsible gambling and how to bet within one's means.

- a. Responsible gambling defined: it's a form of entertainment and not a reliable way to earn money
- b. Responsible gambling tools
3. Information about problem gambling including:
 - a. An approved problem gambling helpline
 - b. A link to the Commission's voluntary-exclusion program website
 - c. Problem gambling warning signs
 - d. General information about problem gambling and ways to get help
 - e. A list of state and local resources from reputable sources and organizations
 - f. A link to <https://gamblinghelpline.ma.org/Information> and links to reputable parental control services to help parents or guardians block minors from accessing any sports betting platform.
4. Information about the website's terms and conditions

BetMGM prominently displays a link to house rules and terms and conditions.

Customer Interactions Related to Problem Gambling Related Concerns

BetMGM takes a proactive approach to identifying and dealing with problem gambling concerns. All BetMGM employees are empowered to take action to assist customers who indicate they are experiencing gambling related problems.

BetMGM's Responsible Gambling Compliance Team is responsible for reviewing problem gambling related concerns and relies on customer communication and account activity to inform its decision making.

Concerning Communication Examples

1. Expressing concerns over losses and asking for bonuses
2. Repeated mentions of losses
3. Expressing negative emotions: frustration, irritation, sadness, guilt, shame, hopelessness, despair
4. Mentions financial issues: debt, challenges paying bills, poor financial situation
5. Mentions a need to recover losses, chasing
6. Mentions wanting or intending to close their account
7. Mentions deception of their gambling activity from friends, family, place of work
8. Abusive and/or threatening language toward BetMGM employees

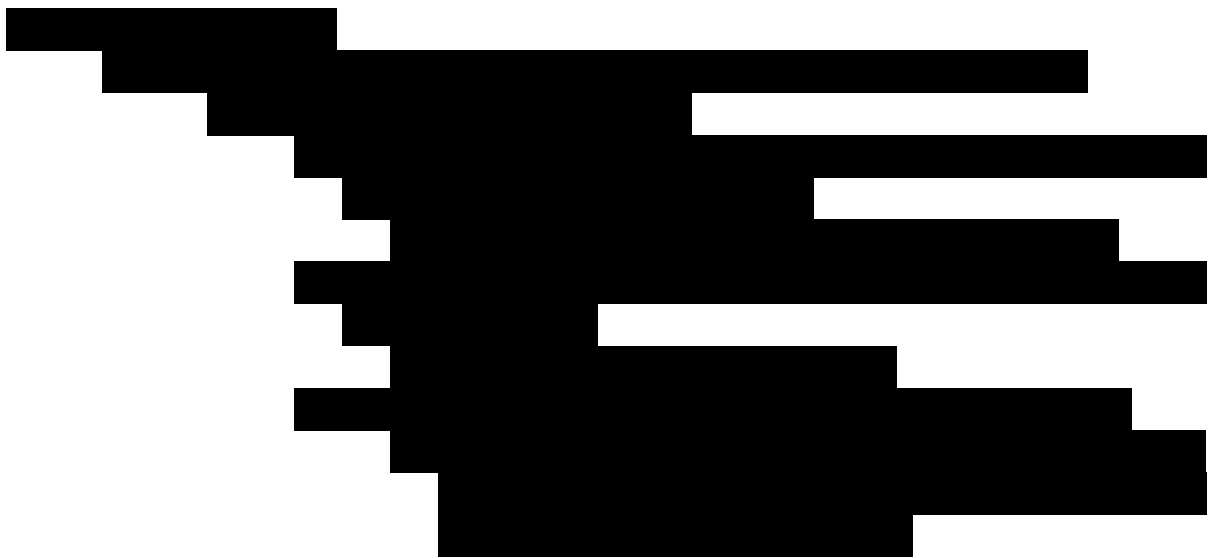
Concerning Account Activity Examples

1. Noticeable Increase/decrease in deposit/betting patterns
2. Cancels withdrawals repeatedly (or many deposits but no withdrawals at all)

3. Several denied deposit attempts (especially insufficient funds)
4. Gambling sessions over 6 hours
5. Keeps adjusting limits in account in order to deposit/bet more
6. Several different deposit methods and/or using 3rd party methods
7. Frequent deposits within a shorter time frame

It's important to note that the above examples are indicators of a potential problem. Additional follow-up is required to make an informed decision about the customer's ability to continue to use BetMGM's products and services.

To address these concerns, the Responsible Gambling Compliance Team will take the following action to gather more information and make the best decision possible.



GameSense Program

BetMGM has partnered with the British Columbia Lottery Corporation to deliver a responsible gambling program which focuses on education, empowerment, and gambling harm prevention. Developed in 2009, the GameSense program takes an informative and transparent approach at responsible gambling.

GameSense provides customers and employees with information about what gambling is and is not – mainly that gambling should stay fun and entertaining, which we promote through:

- **Explaining strategies** to keep gambling fun
- **Dispelling myths** and explaining how gambling works during our normal interactions with customers
- **Providing information and resources** for responsible and problem gambling

The GameSense website includes game guides basic information about betting, randomness, skill vs. chance, and play management. Information about problem gambling and where/how to get assistance are available for customers. The website will also promote the use of responsible gaming tools. It is up to the player to decide as to what information is most useful for them, but the website will include information for different gambler types including: casual gamblers, frequent gamblers, and avid gamblers.

The Responsible Gambling Compliance Analysts also serve as GameSense Advisors, these team members are dedicated to providing information about responsible gambling and assistance for problem gambling related issues via email and/or phone.

For retail customers, guests seeking information about gambling and related topics will be referred to the GameSense Info Center. The GameSense Info Center will be staffed with trained GameSense Advisors who will answer questions, dispel myths, and offer resources to Responsible Gaming. For example, the GameSense program offers patrons information on the odds of specific casino games.

National Council on Problem Gambling

BetMGM is a platinum member of the National Council on Problem Gambling (“NCPG”) and a regular attendee of their state and national conferences. The NCPG is a national leader in the development of comprehensive policy and programs to assist those affected by problem gambling. Their purpose is to serve as the national advocate for programs and services to help individuals and families affected by problem gambling. The NCPG focuses on improving the health and wellness of individuals by reducing the personal, social, and economic costs of problem gambling.

Major National Council programs include:

1. The National Problem Gambling Helpline Network (1-800-GAMBLER), a single national access point to local resources.
2. The annual National Conference on Problem Gambling, the world’s oldest and largest problem gambling-specific conference.
3. National Problem Gambling Awareness Month (annually in March).
4. Holiday Lottery Responsible Gambling Campaign (annually in December).
5. Administration of the International Certified Gambling Counselor (ICGC) credential.
6. Providing education on problem gambling issues to Federal, state, tribal and international governments and agencies.
7. Distribution of information on problem gambling and gambling addiction treatment, research and recovery.
8. National referral resource on gambling counselors and treatment facilities.

Evaluation, Reporting, and Continuous Improvement

BetMGM is committed to regular evaluations of its responsible gambling program. As part of these evaluations, the BetMGM Responsible Gambling Team monitors new developments in the fields of responsible and problem gambling for evidence-based improvements. The BetMGM Responsible Gambling Team performs periodic reviews of its self-exclusion program to ensure program effectiveness. It also reviews BetMGM products and websites to ensure regulatory compliance. At our retail location, we will inspect the gaming floor monthly to ensure that responsible gaming literature is present. Additionally, BetMGM’s Responsible Gambling Team is responsible for providing reports to regulators as required.

Retail Signage Copy

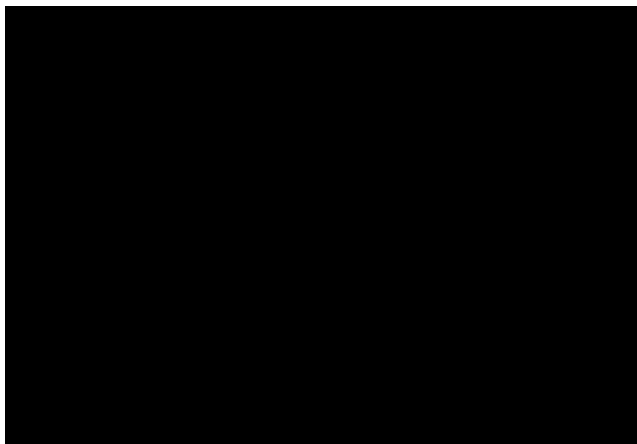
The following is a draft of the content to be displayed on Retail Signage, this is not a final product

- [Redacted]
- [Redacted]
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- [Redacted]
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- [Redacted]
- [Redacted]
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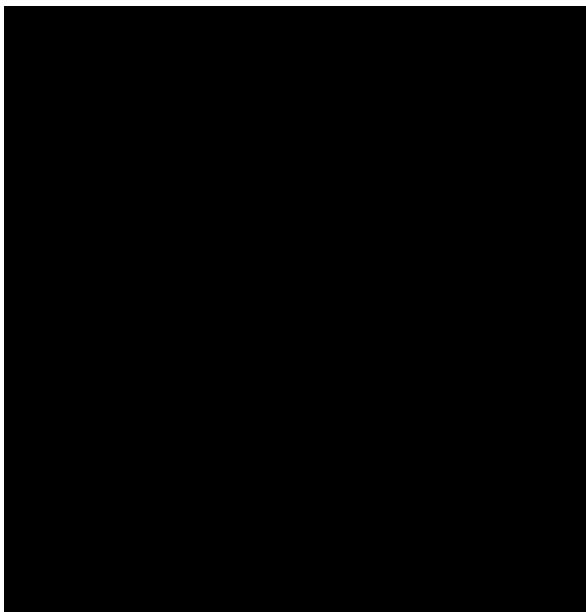
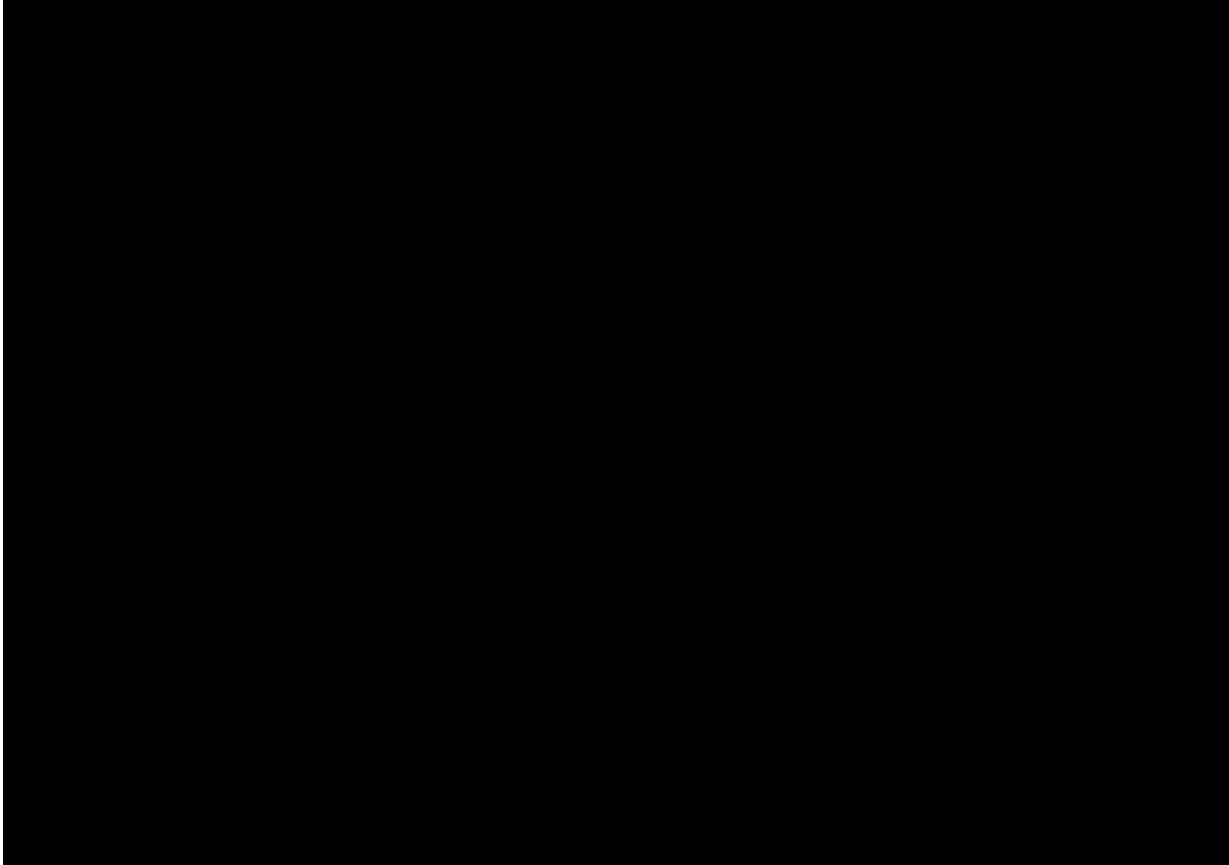
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**This is just an example of the content that will be displayed on Retail signage. See below for examples of graphics that may be used **



The following is a draft of the content to be displayed on Responsible Gambling brochures, this is not a final product



Massachusetts Sports Betting 101
Brochure

- On page 3, the QR must be changed to the following Massachusetts GameSense link: <https://www.ma.betmgm.com/en/p/about-us/responsible-gaming-gamesense>
- On the bottom of page 3, the text should be changed to reflect the following: “If you or someone you know has a gambling problem, confidential help is available at 1-800-327-5050 or 1-800-GAMBLER”

This is an example of the Massachusetts specific changes that will be made to the Sports Betting 101 Brochure, as shown above



BETMGM

B.4 SPORTS WAGERING EXPERTISE – TECHNICAL FEATURES & OPERATION OF PLATFORM
(Category 3 Applicants Only)

Provide a thorough description of the applicant’s expertise in sports wagering and how it would be applicable in the Commonwealth. This should include the following:

- h. Outline any technology to be used or features offered that the applicant believes sets their platform apart from those of (potential) other applicants

BetMGM sets itself apart from competitors through technology, innovation, and commitment to superior user experience. The company’s proprietary, end-to-end technology platform gives full control of the player experience, tremendous speed of development, and ability to respond to dynamic market conditions. It is a market-leading platform used as a source of key competitive advantage for Entain B2C brands worldwide and is also offered on a B2B basis to select, strategic partners around the world.

Additionally, the “Edit My Bet” and “Parlay Generator” features, detailed below, are unique to BetMGM:

- Edit My Bet
 - Allows users to select different bets without cancelling/cashing out previous bet.
 - Available pre-game or in-play so users can amend bets, particularly parlays, if it appears to be on track to lose.
 - Users can also increase stake of bet or add additional legs to parlays.
- Parlay Generator
 - Randomly creates a parlay for specific sports
 - Users can hold/drop specific bets and re-spin to repopulate with different options



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- a. The number of current full-time and part-time employees within the Commonwealth

BetMGM currently employs two employees within the Commonwealth, both of whom are working remotely.



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- b.** The number of current work locations within the Commonwealth

BetMGM does not currently have any work locations within the Commonwealth.



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- c. The number of proposed full-time and part-time positions that will be created within the Commonwealth

While planning is still ongoing and not yet finalized, BetMGM currently anticipates employing one full-time position at the proposed sportsbook at MGM Springfield.



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- d. The title, job description, salary, and benefits information for each of the proposed positions

Title: Sportsbook Manager

Job Description:

- Oversee all Sportsbook operations on a shift by shift basis
- Monitor and make recommendations on Sports Book risk and liability, leading up to and during sporting events.
- Ensure employees on shift adhere to established internal policies and procedures, and applicable jurisdictional regulations and laws.
- Ensure Sports book area is clean and that equipment in proper working condition daily.
- Lead by example by demonstrating and executing BetMGM standards with guests and employees.
- Approve over-the-limit wagers for the property and complimentary items for guests.
- Ensure compliance with currency transaction requirements, Title 31, and money laundering and Suspicious Activity Reporting for Casinos (SARC) requirements.
- Ensure a safe work environment through compliance with safety guidelines; identifies potential safety hazards and reports, maintains a professional department, company, and community reputation.
- Monitor and address employee and guest concerns and issues.
- Explain betting lines and odds to customers.
- Perform all duties deemed necessary for the success of the department.
- Monitor all audiovisual equipment programming, ensuring it supports the wagering trends in the book.
- Collaborate with cage management team and workforce management to ensure proper scheduling and labor levels.
- Monitor labor levels daily and ensure efficiency.

Salary: \$70,000 - \$90,000

Benefits: Medical, Dental, Vision, Life Insurance, Commuter Benefits, Paid Time Off, Holidays, Employee Resource Groups and more



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- e. The training that will be required and made available for all proposed positions

The employee hired for the proposed position will be required to receive three days of training according to the below schedule, as well as the attached training documents (see “C1-e-02 Cage Training CONFIDENTIAL.pdf”, “C1-e-03 Kiosk Training CONFIDENTIAL.pdf”, “C1-e-04 Sports 101 Training CONFIDENTIAL.pdf”, and “C1-e-05 Supervisor Training CONFIDENTIAL.pdf”):

Time	Activity	Time	Activity	Time	Activity
8:00 AM	Introductions	8:00 AM	Review	8:00 AM	Review
9:15 AM	Service Standards	9:15 AM	Hands on EPOS	9:15 AM	Hands on EPOS
9:30 AM	Policy & Procedures	9:30 AM	Hands on EPOS	9:30 AM	Hands on EPOS
10:00 AM	Break	10:00 AM	Break	10:00 AM	Break
10:15 AM	AML	10:15 AM	Hands on EPOS	10:15 AM	Final Review
10:30 AM	Title 31	10:30 AM	Hands on EPOS	10:30 AM	Test
12:00 PM	Lunch	12:00 PM	Lunch	12:00 PM	Lunch
1:00 PM	Responsible Gaming	1:00 PM	Cash Tickets	1:00 PM	Password Change
1:30 PM	Sports 101	1:30 PM	Cash Handling	1:30 PM	Manager Meeting
1:45 PM	Sports 101	1:45 PM	Supervisor Training	1:45 PM	Final Checklist
2:00 PM	Break	2:00 PM	Break	2:00 PM	Break
2:30 PM	EPOS Training	2:30 PM	Supervisor Training	2:30 PM	Book Set up
3:00 PM	Hands on EPOS	3:00 PM	Supervisor Training	3:00 PM	Print Sheets
3:30 PM	Write Tickets	3:30 PM	Kiosks Training	3:30 PM	Supplies Setup
3:45 PM	Hands on EPOS	3:45 PM	Cage Training	3:45 PM	Misc
4:00 PM	End of Day	4:00 PM	End of Day	4:00 PM	End of Day



Cage Training

Cage Responsibilities

| [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

| [REDACTED]
[REDACTED]

Cage Responsibilities

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]



BETMGM

Tills

Assigning Tills

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[Redacted content]

Closing Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

Reconciling Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]
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- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Reconciling Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]



Cashing Tickets

Cashing Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]



End Of Day Procedures

End of Day Procedures

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

End of Day Procedures Continued.

[REDACTED]

[REDACTED]



Support

Cage Support

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

Hub Support

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□





BETMGM
BELIEVE IN YOUR GAME



Kiosk Training

Kiosk Drop Procedures

[Redacted Content]

Kiosk Drop Procedures

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kiosk Drop Procedures

[REDACTED]

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Kiosk Drop Procedures

[Redacted]

[Redacted]

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[Redacted]

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[Redacted]

Kiosk Drop Procedures

[REDACTED]

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Kiosk Drop Procedures

[Redacted]

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Kiosk Drop Procedures

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Kiosk Drop Procedures

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[REDACTED]

Kiosk Drop Procedures

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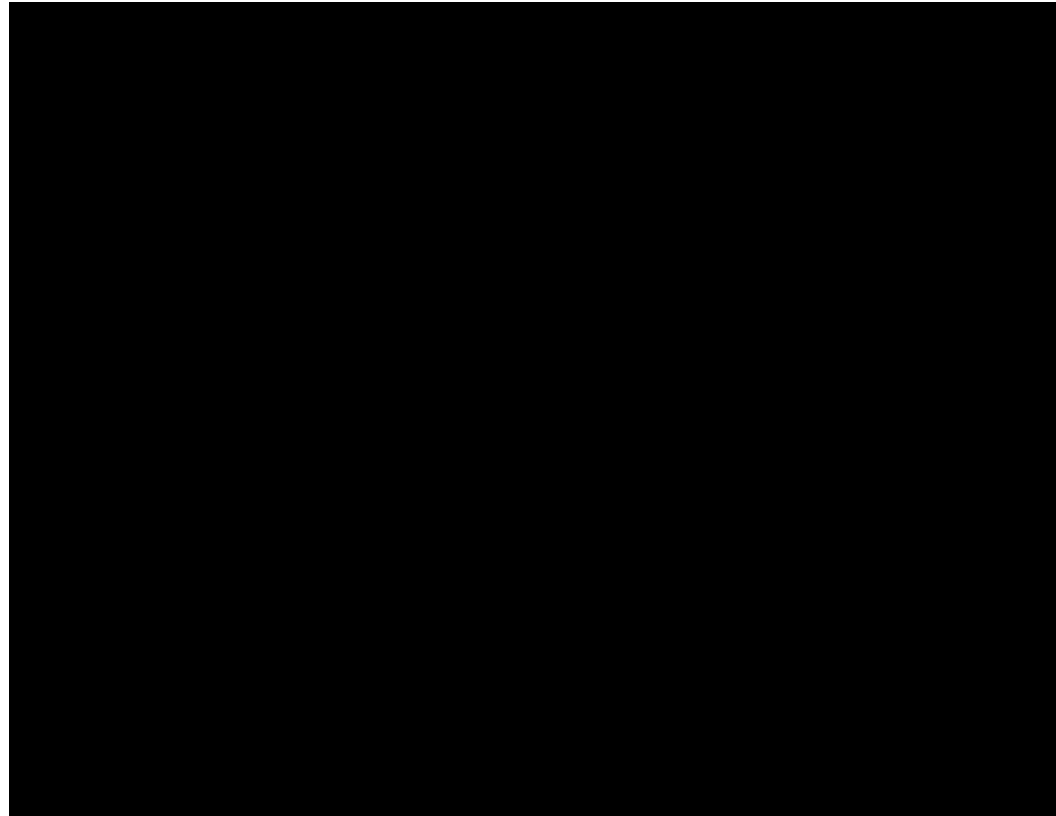
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[REDACTED]

[REDACTED] associated kiosk user [naming conventions to be provided]



Kiosk Drop Procedures

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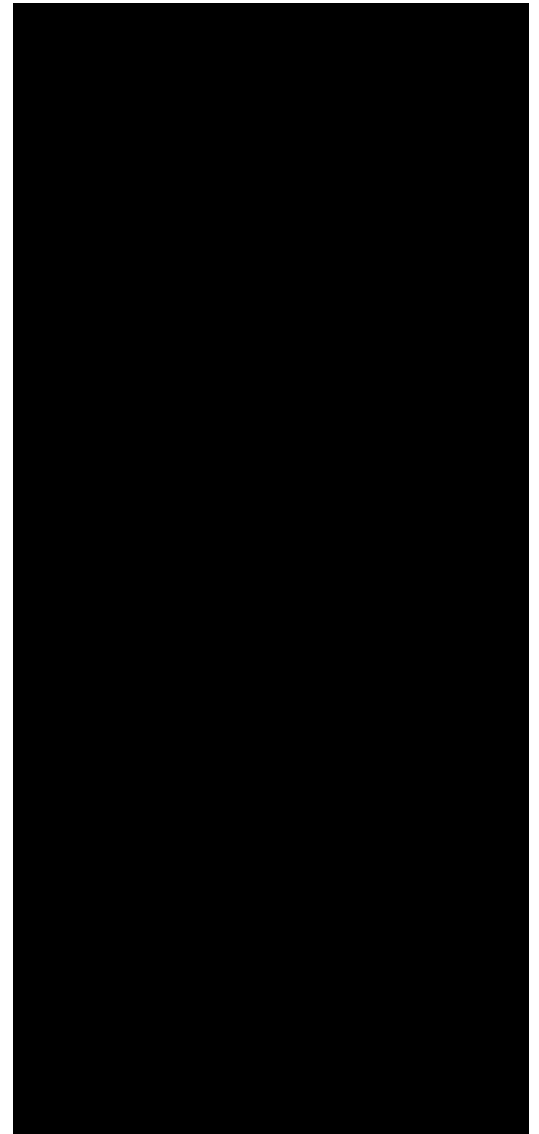
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Emergency Kiosks Drop Procedures

[Redacted content]

Emergency Kiosk Drop Procedures

- [REDACTED]
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- [REDACTED]
- [REDACTED]



Emergency Kiosk Drop Procedures

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

[REDACTED]

Emergency Kiosk Drop Procedures

| [REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

| [REDACTED]

Emergency Kiosk Drop Procedures

| [REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

| [REDACTED]

Emergency Kiosk Drop Procedures

■

■ [Redacted]

[Redacted]

[Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

Emergency Kiosk Drop Procedures

| [REDACTED]

| [REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

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| [REDACTED]

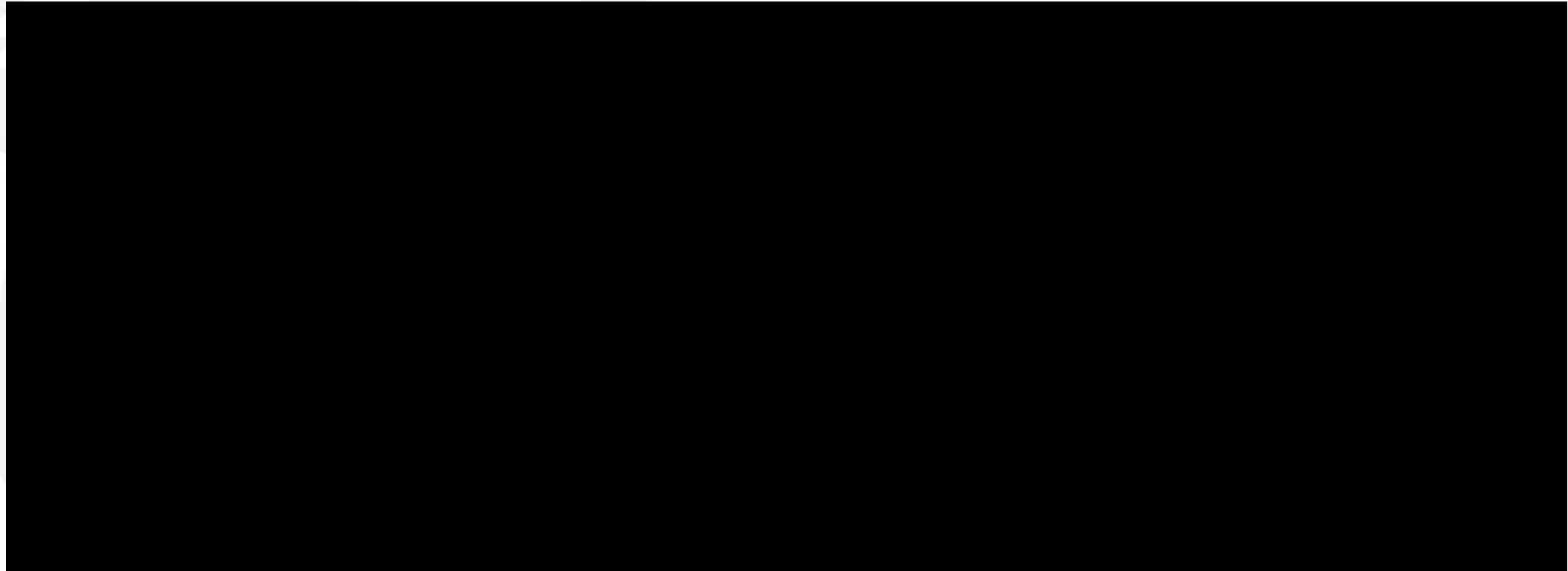
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Kiosks Connections/Maintenance

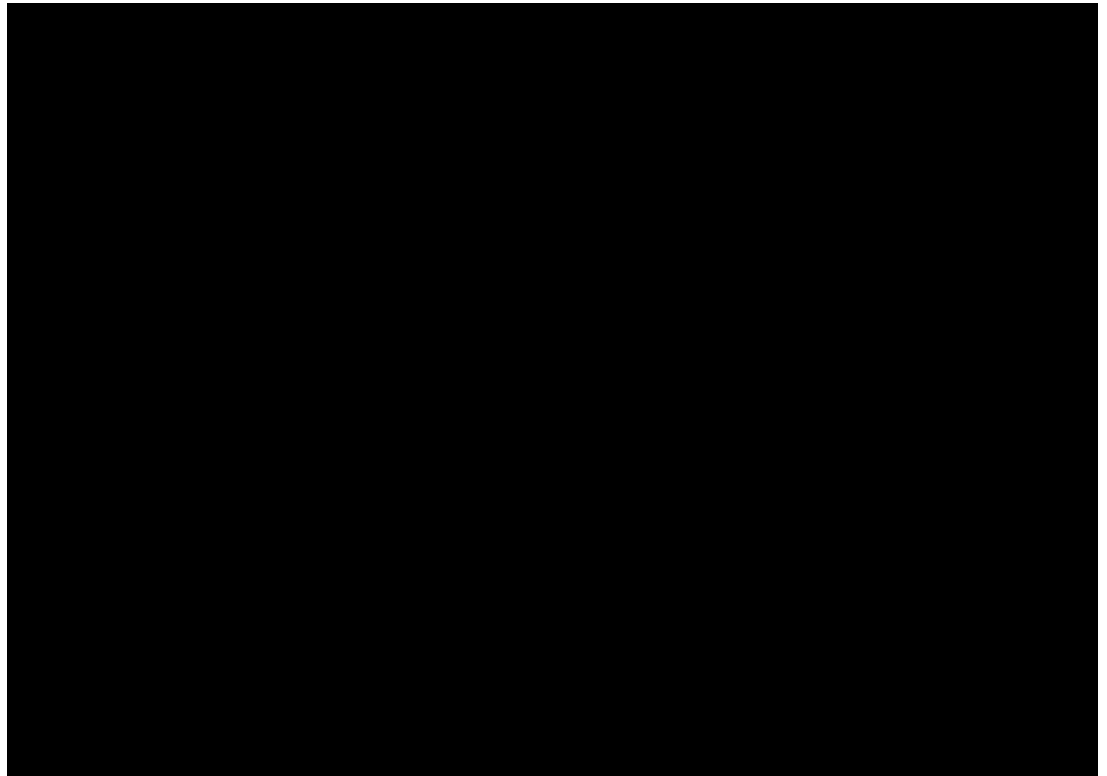
Kiosks Connection

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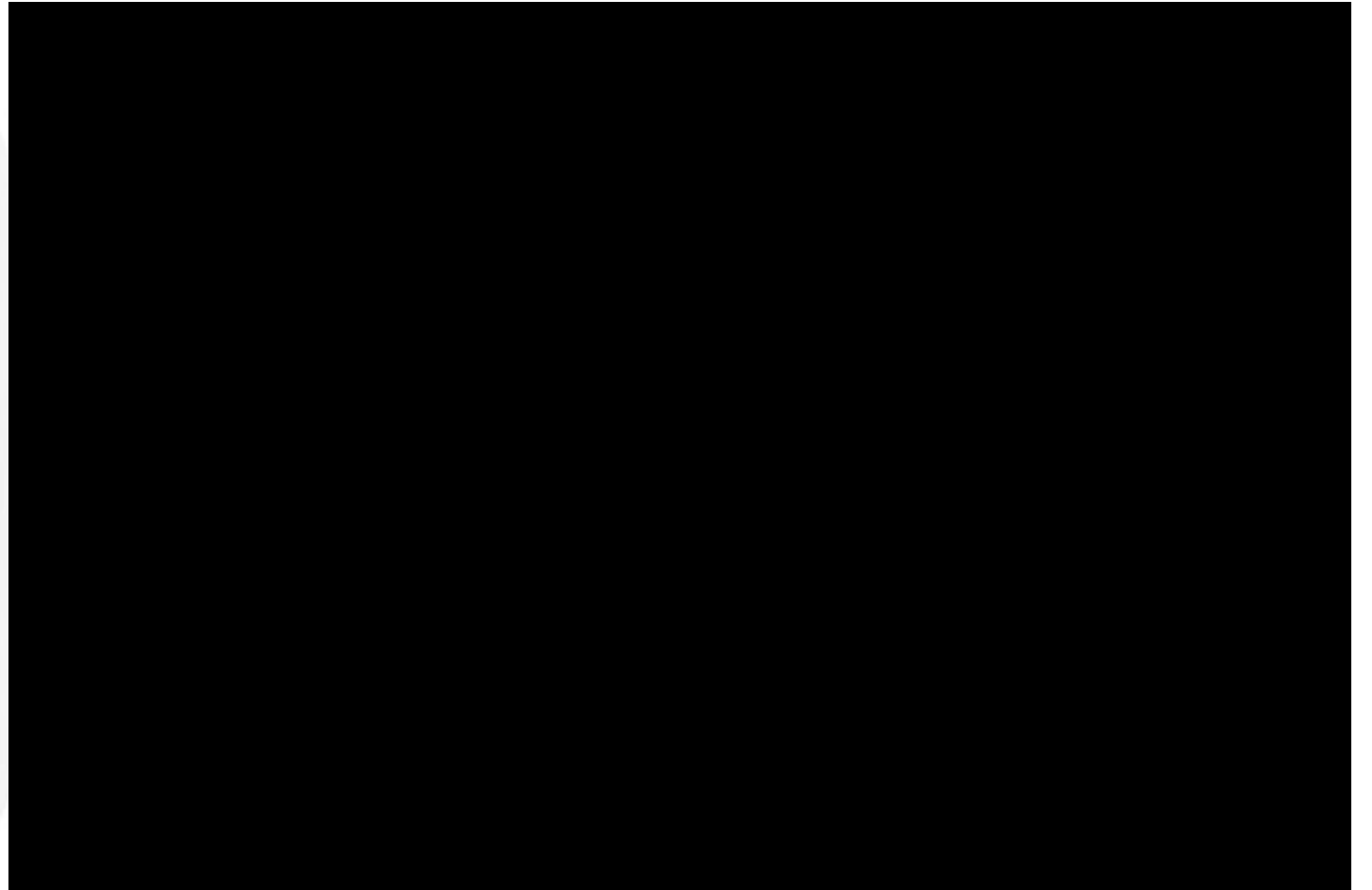
Kiosks Connection

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Kiosks Connection

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Kiosks Connection

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

Kiosks Connection

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[Redacted text block]

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[Redacted text block]

[Redacted text block]



BETMGM
BELIEVE IN YOUR GAME



INTRODUCTIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key Points to Successful Training

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]



Sportsbook Service Standards

Service Standards- Welcome and be ready.

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

Service Standards – Writing Sports Tickets

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

Service Standards – Daily Operations

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]



Policy and Procedures

Policy and Procedures – Writing Tickets

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]



IRS Tickets

Policy and Procedures – Cashing Tickets

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



BETMGM

Voids

Policy and Procedures – Voiding Tickets

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]



Cash Handling

Policy and Procedures – Cash Handling

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Policy and Procedures – Cash Handling

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

Policy and Procedures – Cash Handling

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

Policy and Procedures – Cashing Tickets

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- [REDACTED]
- [REDACTED]
- [REDACTED]



Breaks/Leaving Floor

Policy and Procedures – Breaks / Leaving Floor

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]



Opening / Closing Procedures

Policy and Procedures – Opening, Start of shift.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Policy and Procedures – Closing Procedures

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Title 31 / AML

Policy and Procedures – Title 31/AML Review

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



BETMGM

Responsible Gaming

Policy and Procedures – Responsible Gaming

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]



Sports Wagering

Sports betting 101 – History of Sports Betting

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Sports betting 101 – Football

| [REDACTED]

| [REDACTED]

Sports betting 101 – Basketball

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sports betting 101 – Baseball/Hockey

| [REDACTED]

| [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

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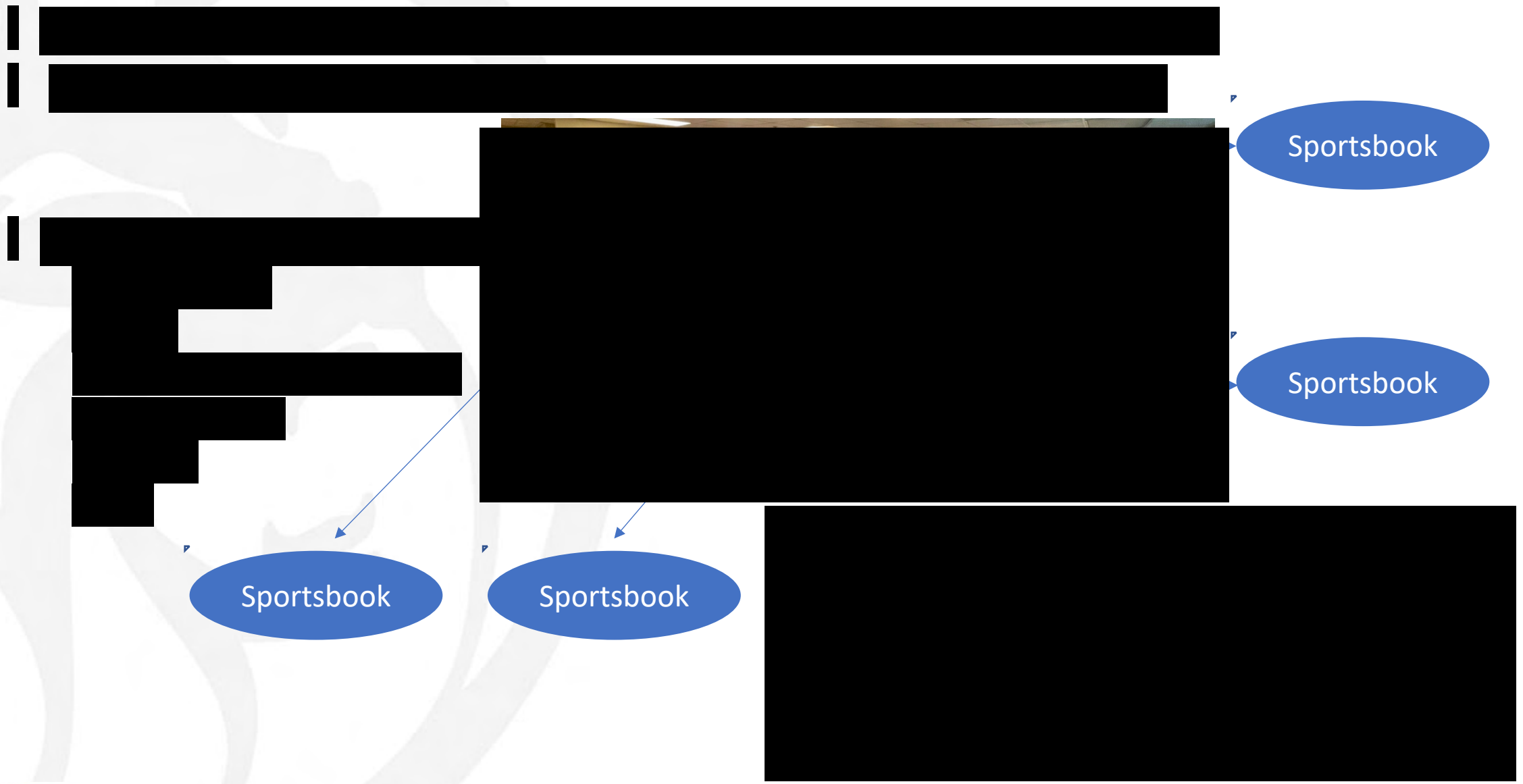
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Sports betting 101 – Sportsbooks and Hub

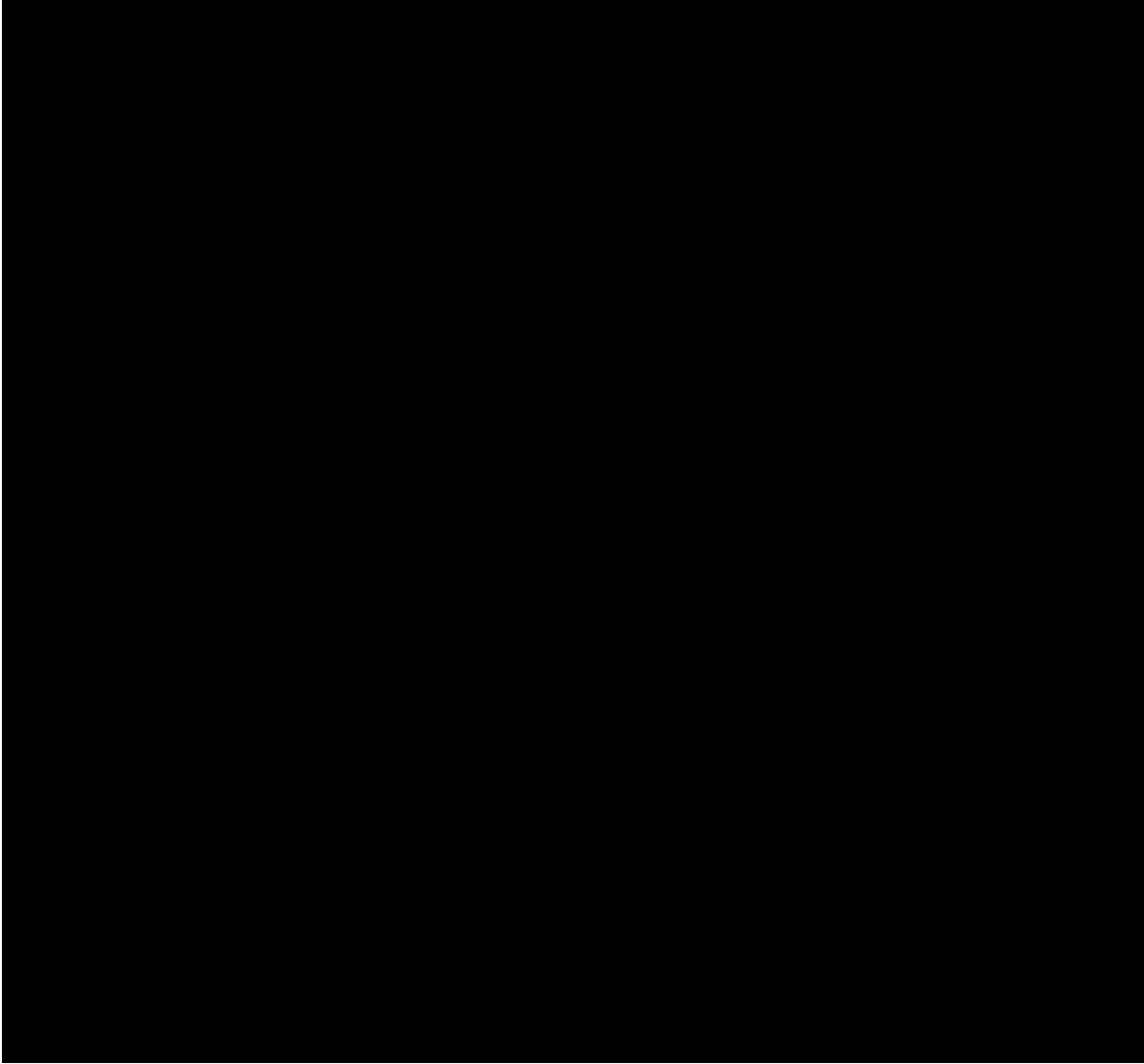


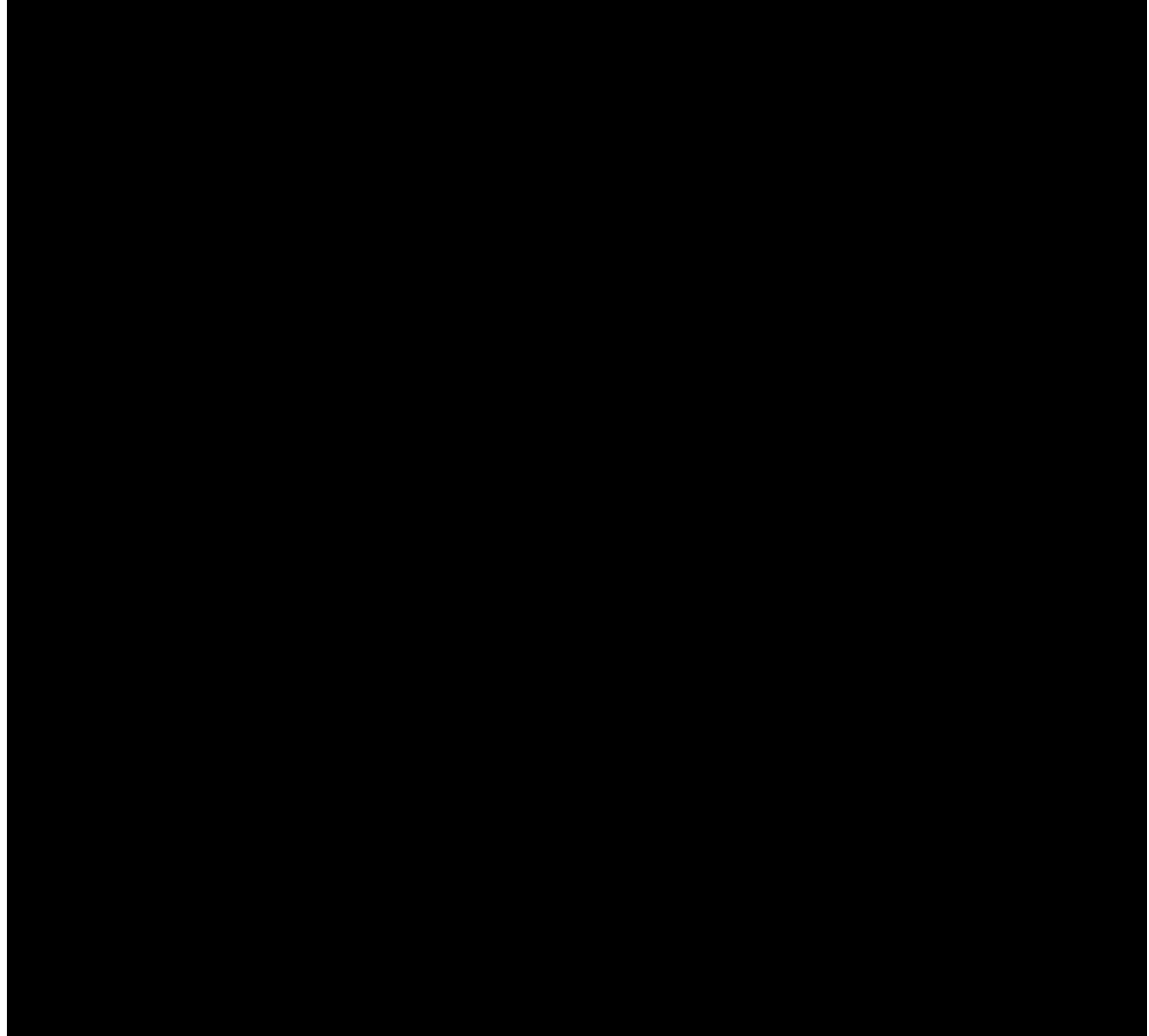


Sports Wagering 101

-

•





[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Total

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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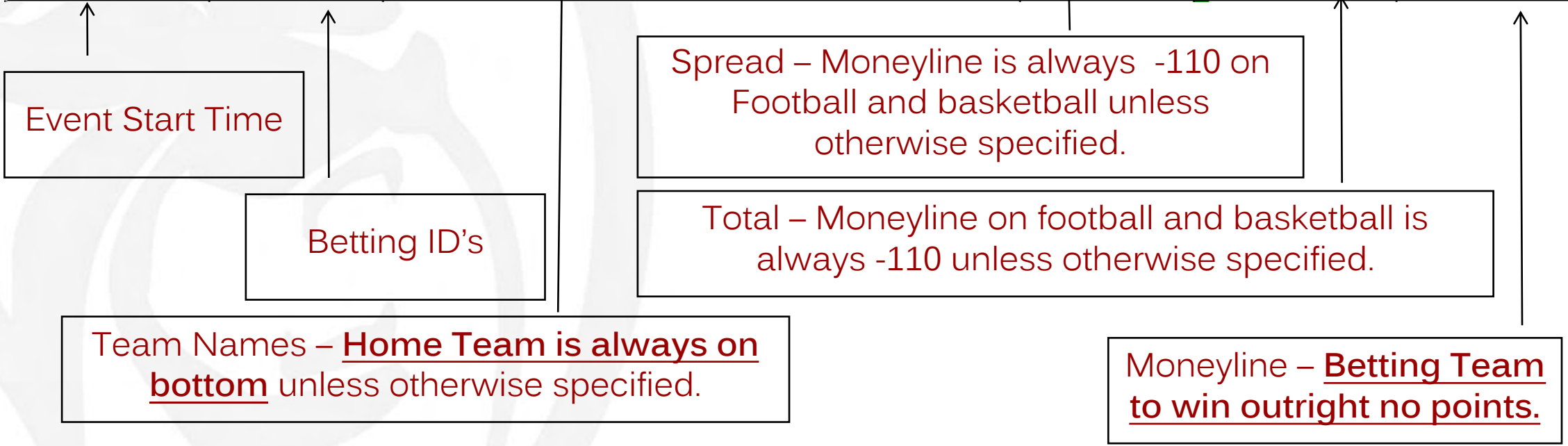
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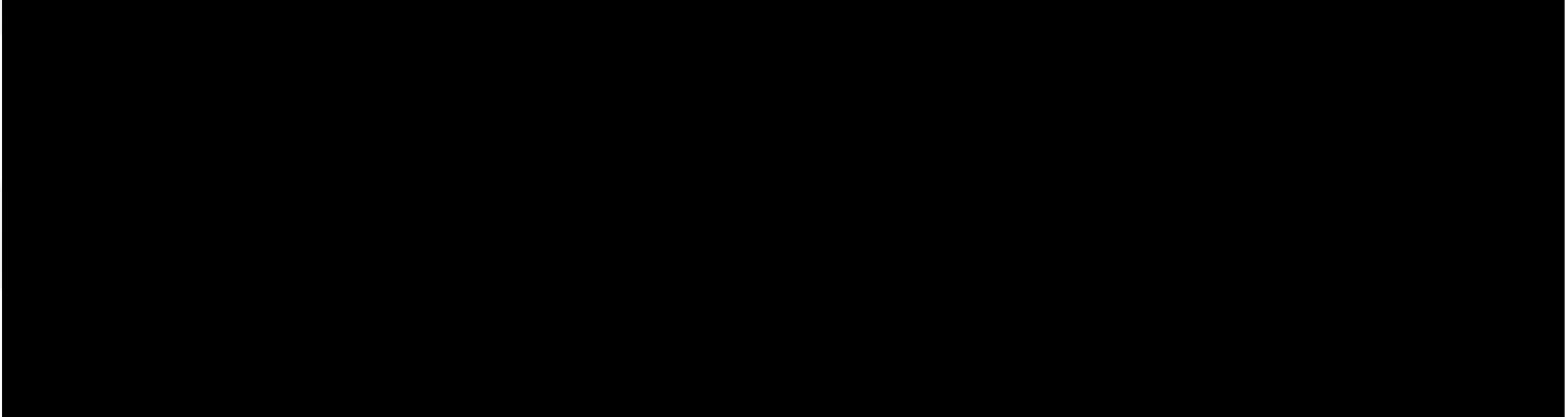
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[REDACTED]

Football Sheets

TV TIME	BET #	TEAMS	SIDES	TOTAL	M/L
	451	PACKERS	-7½		-300
10:00 AM	452	GIANTS		46½	+250





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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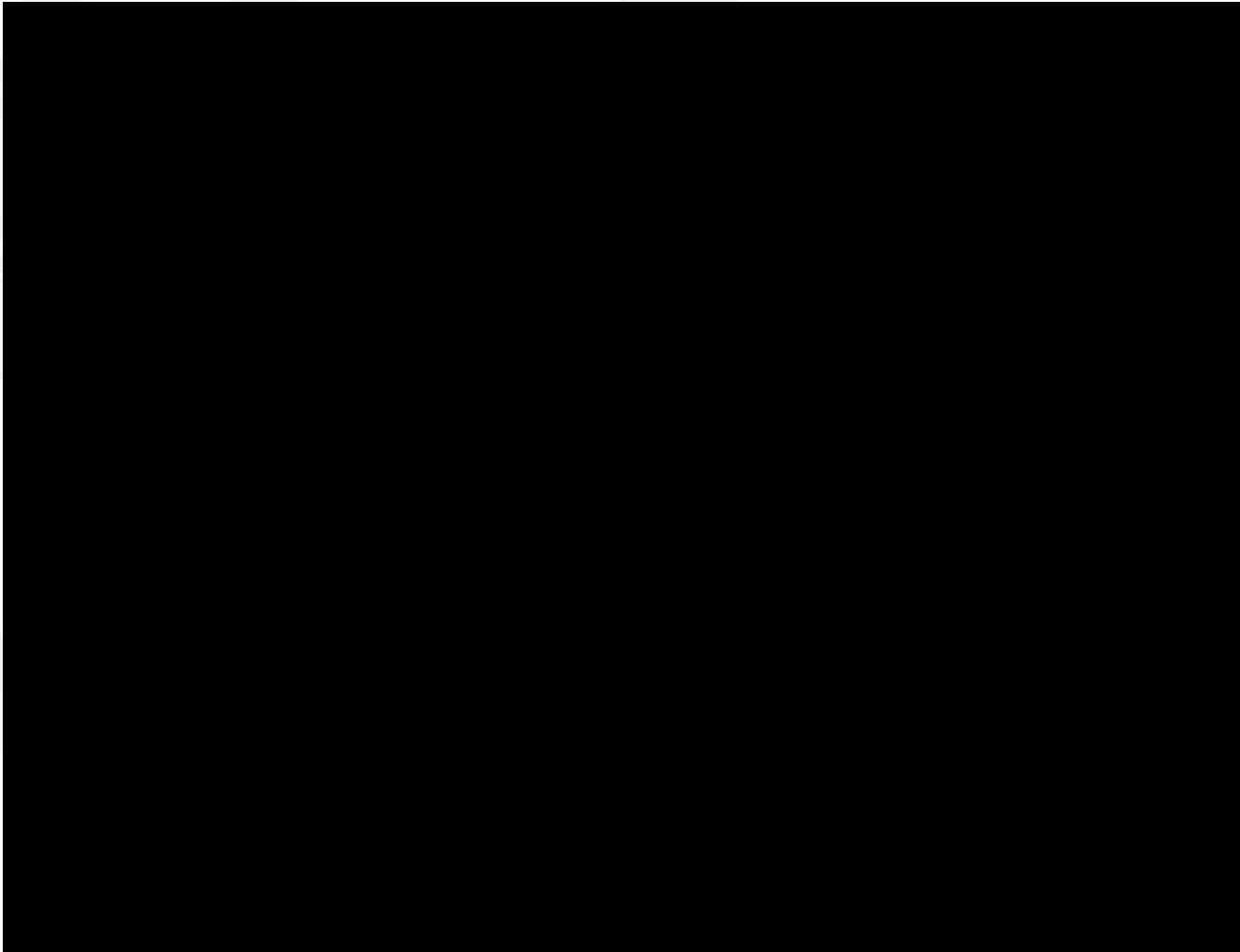
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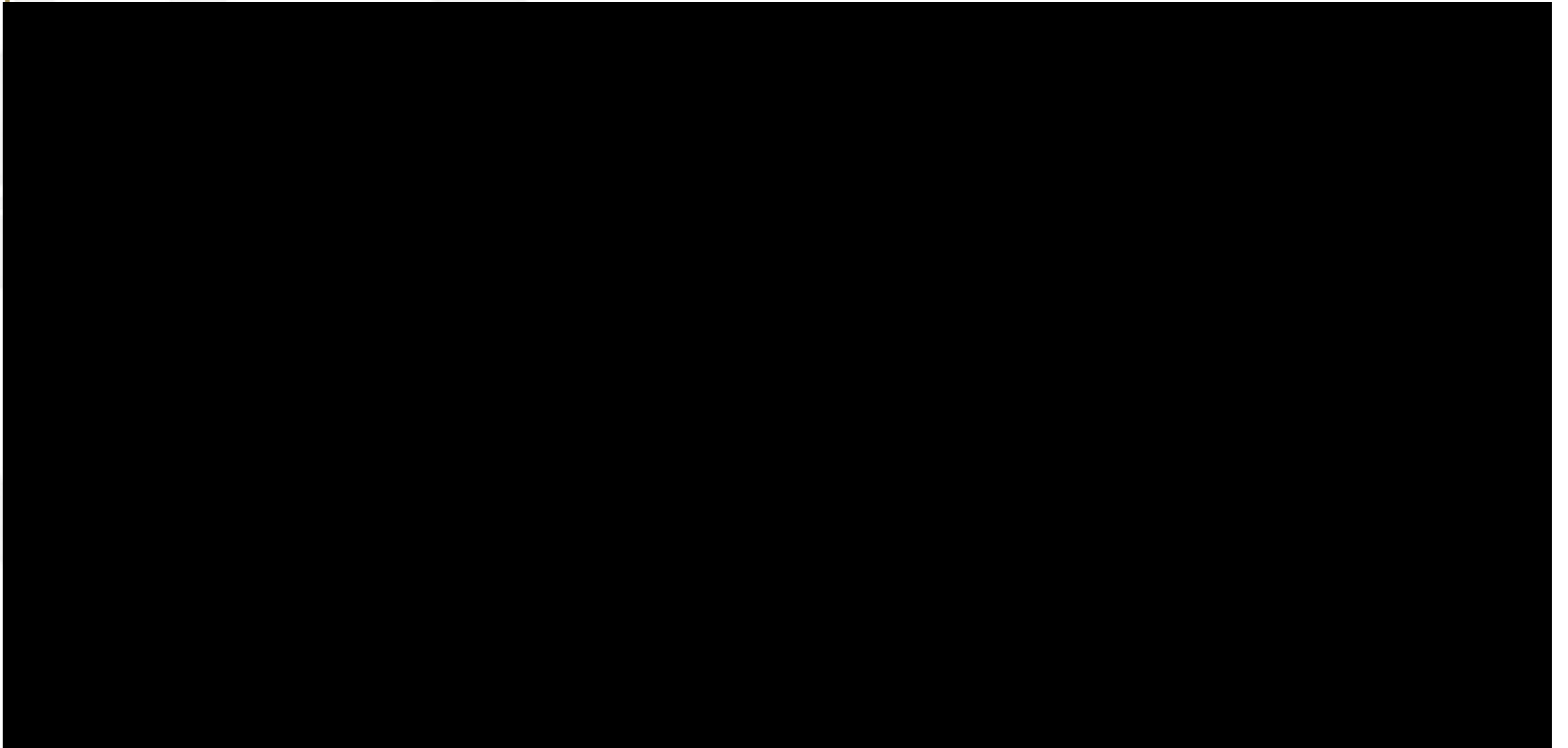
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Parlays



[Redacted text block consisting of four horizontal lines of varying lengths, all obscured by black bars.]



[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

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- | [REDACTED]

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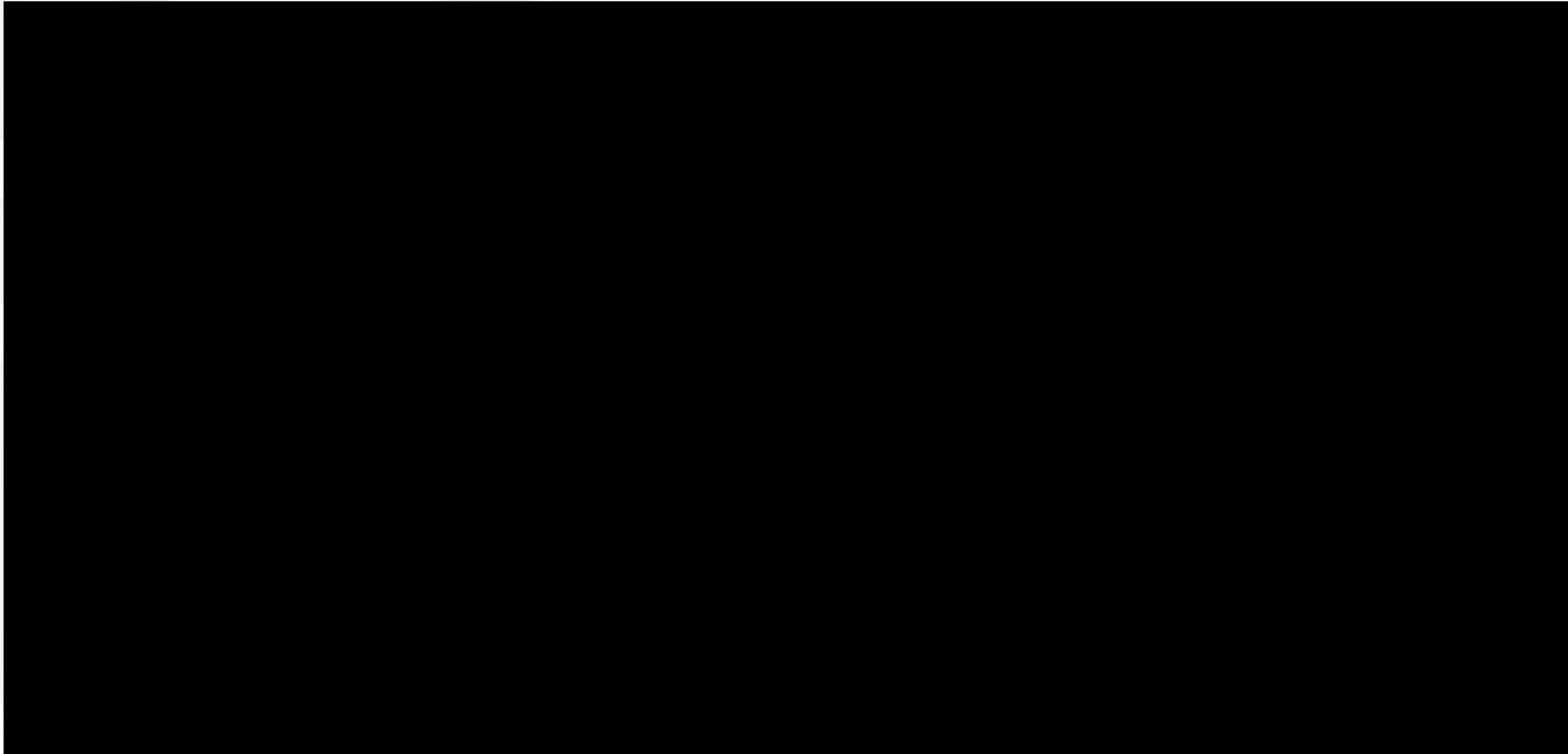
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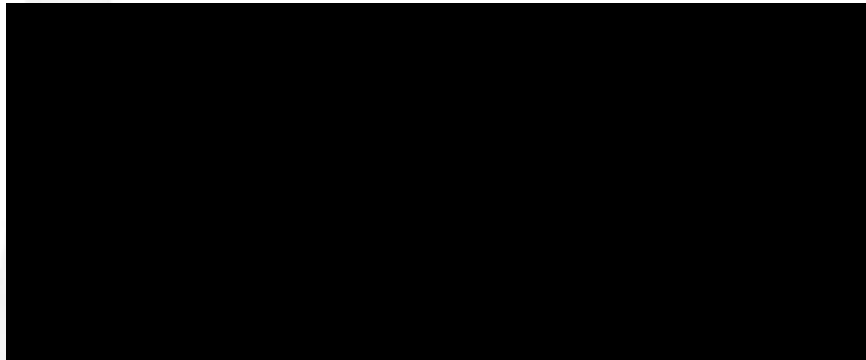
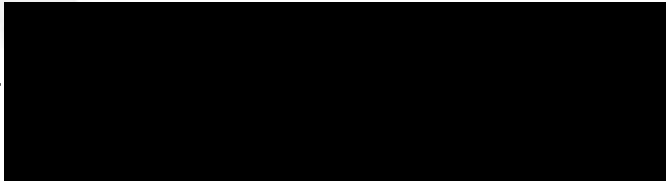
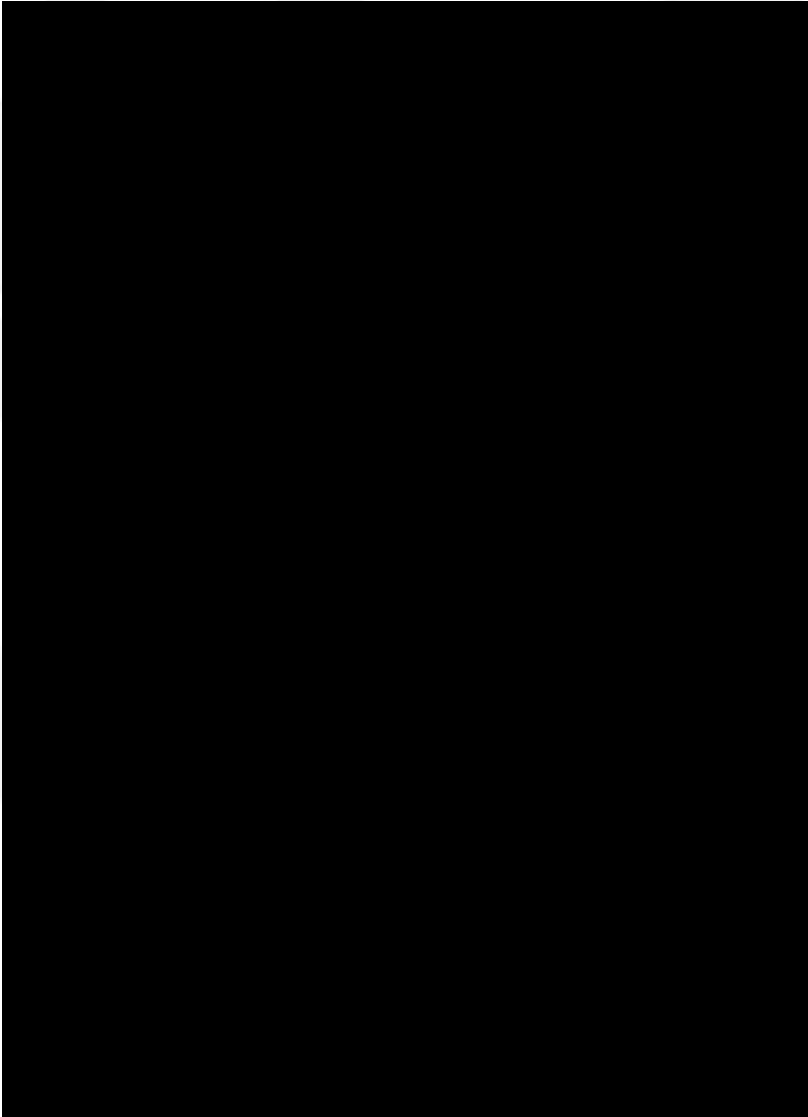
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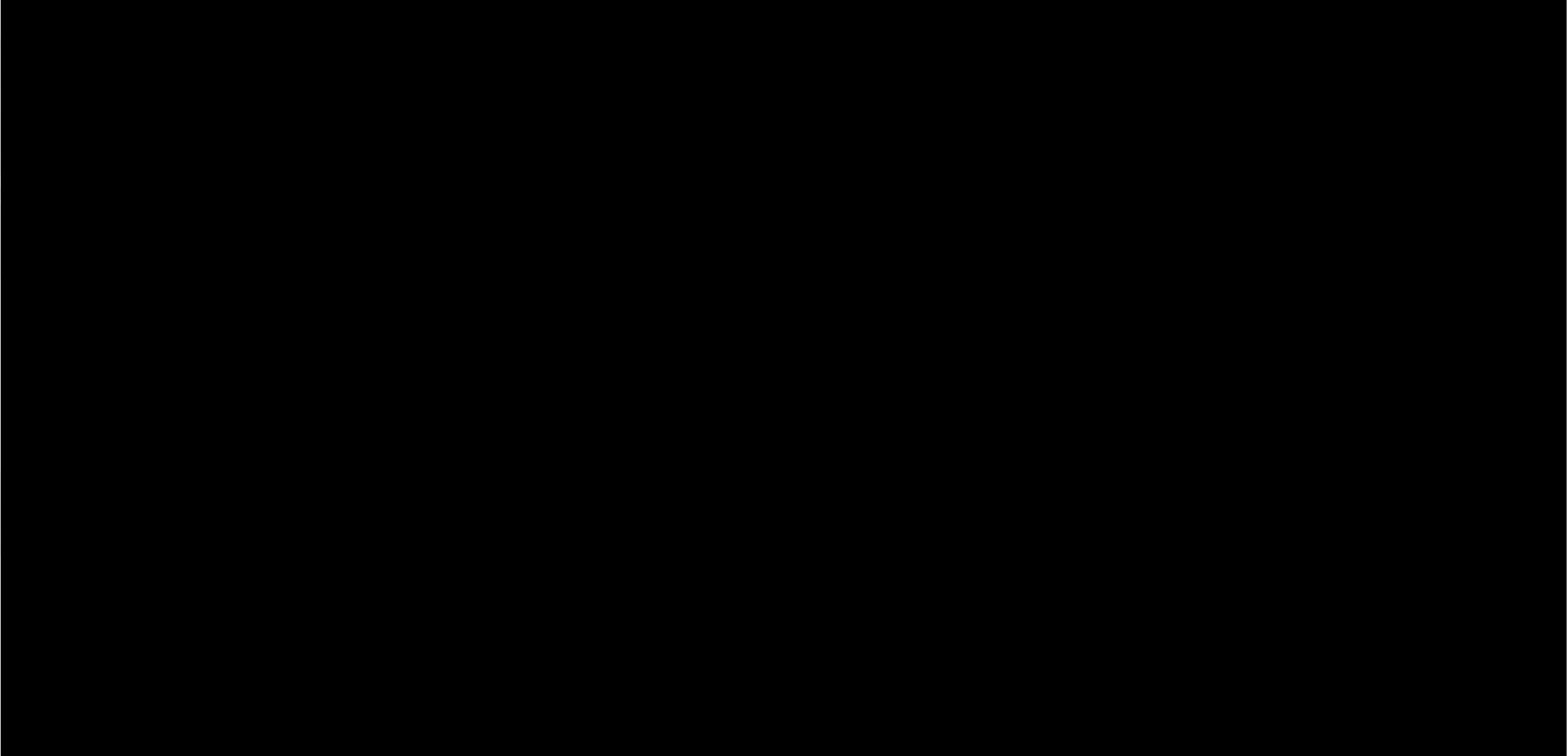
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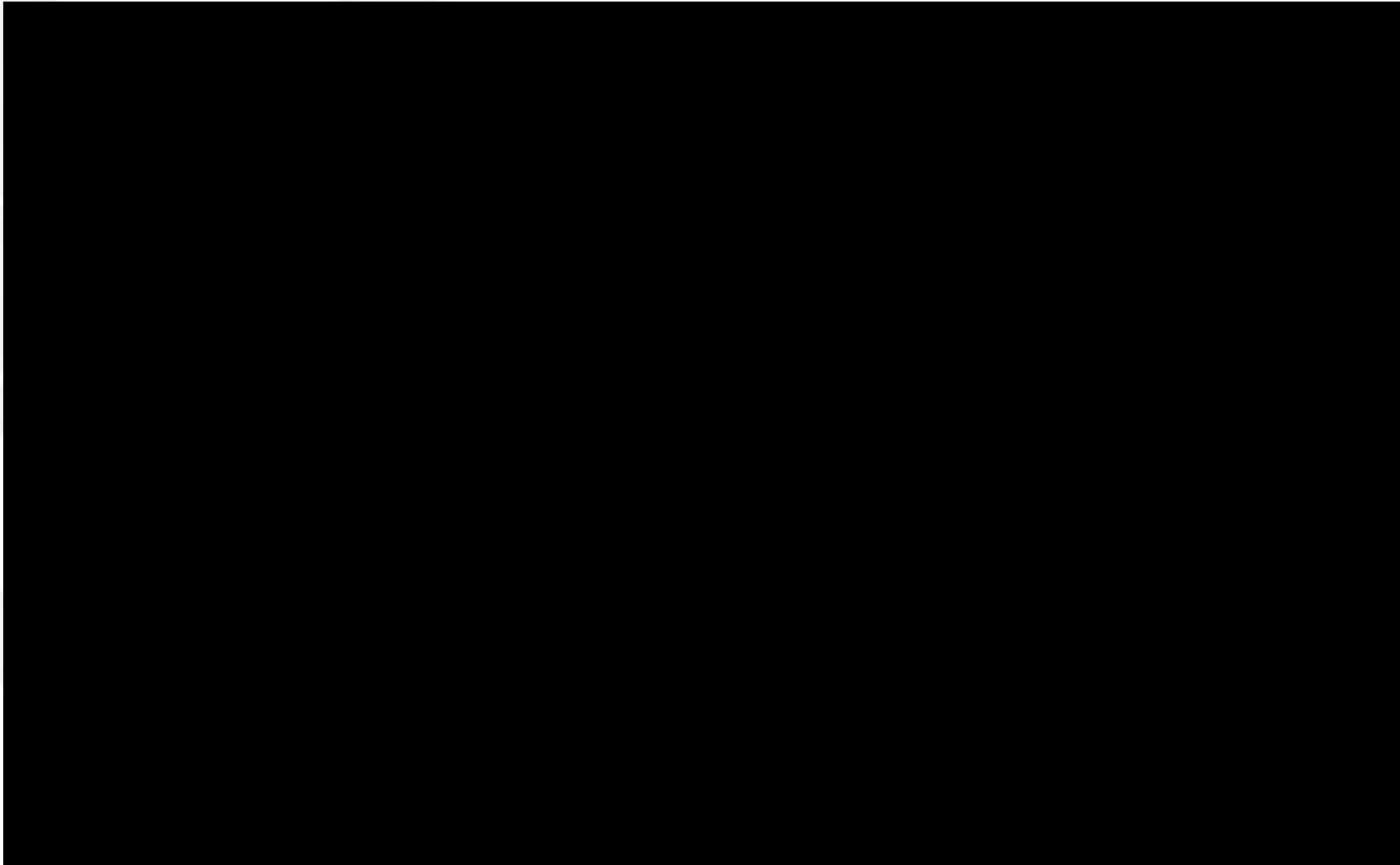
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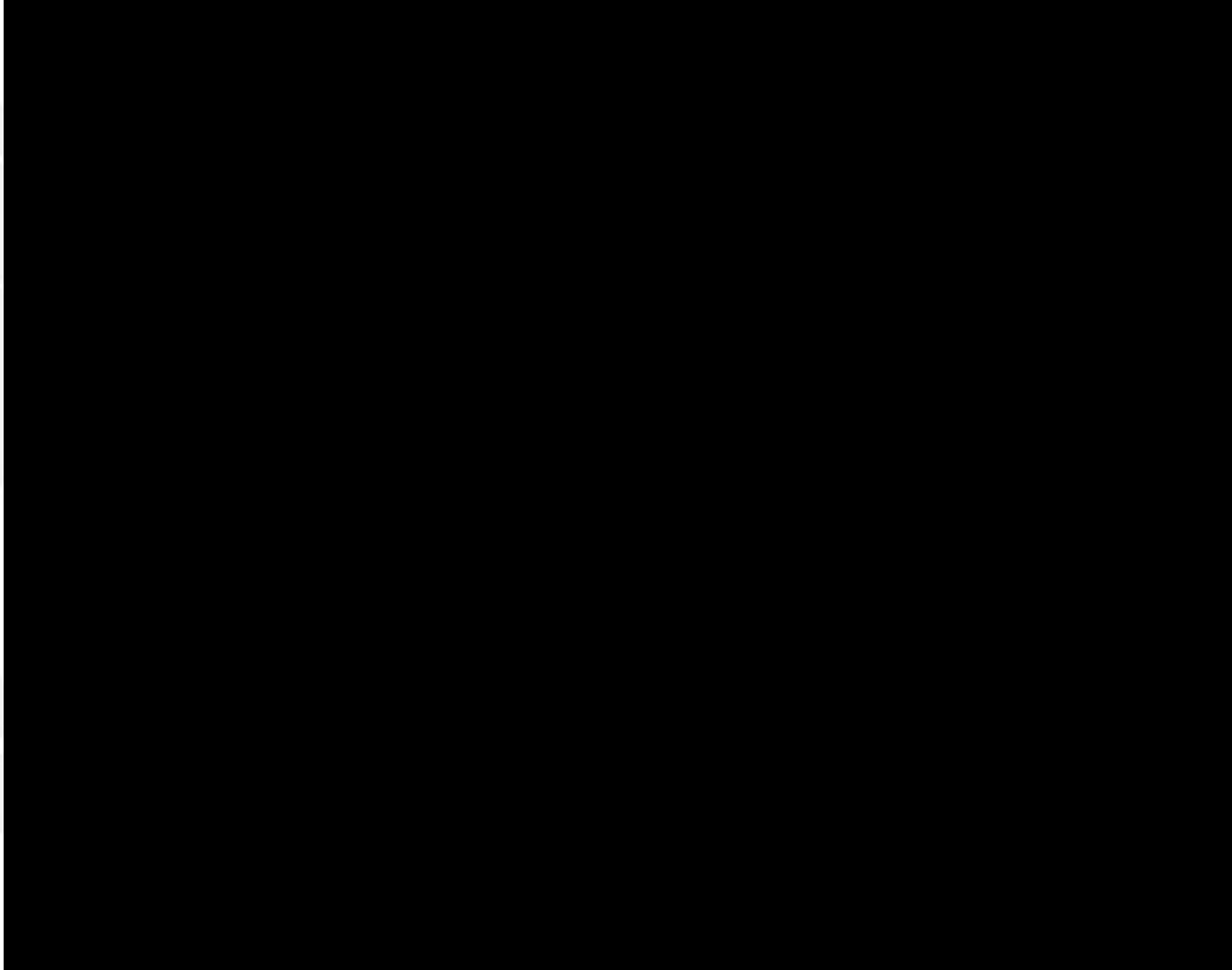
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- [REDACTED]

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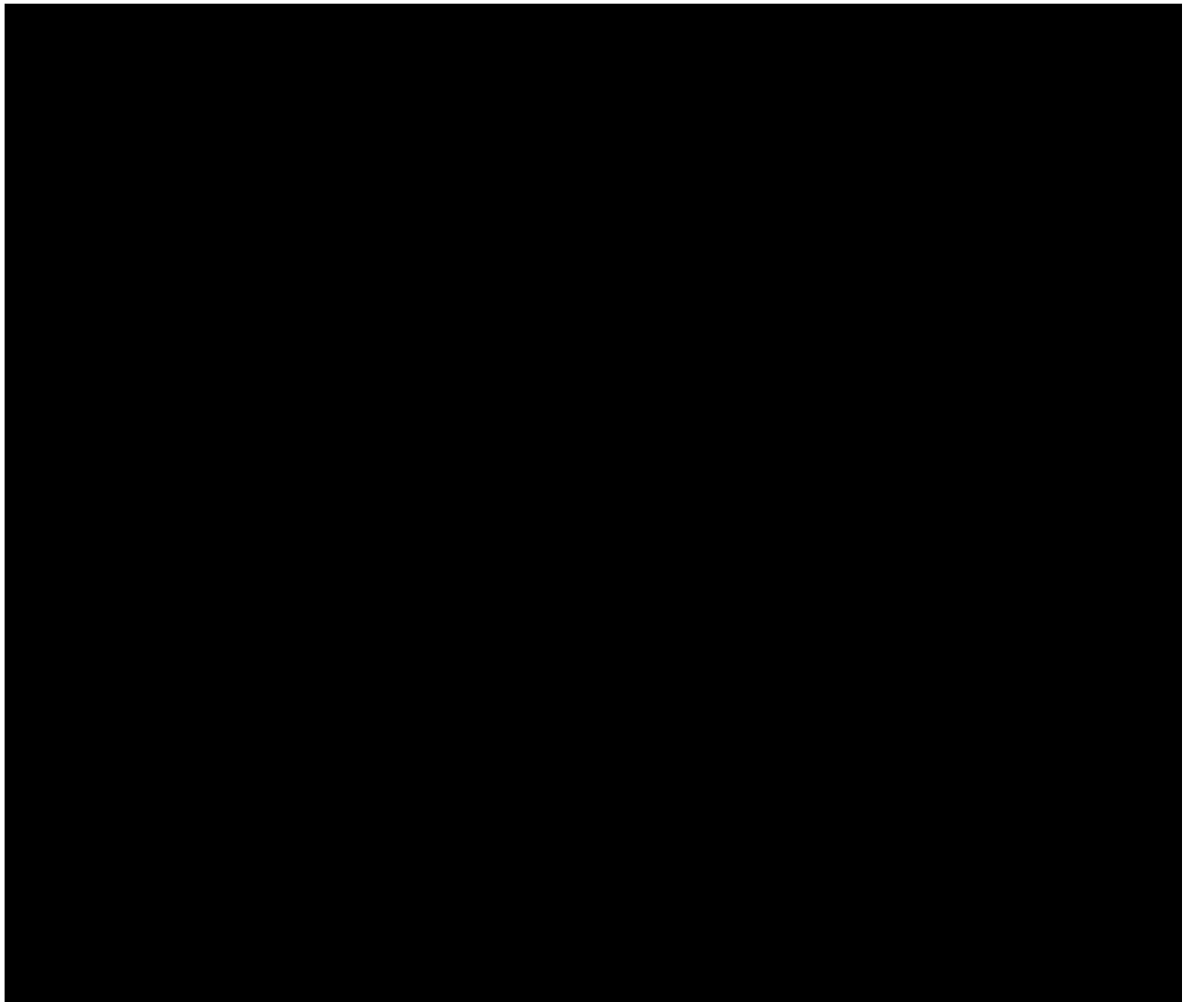
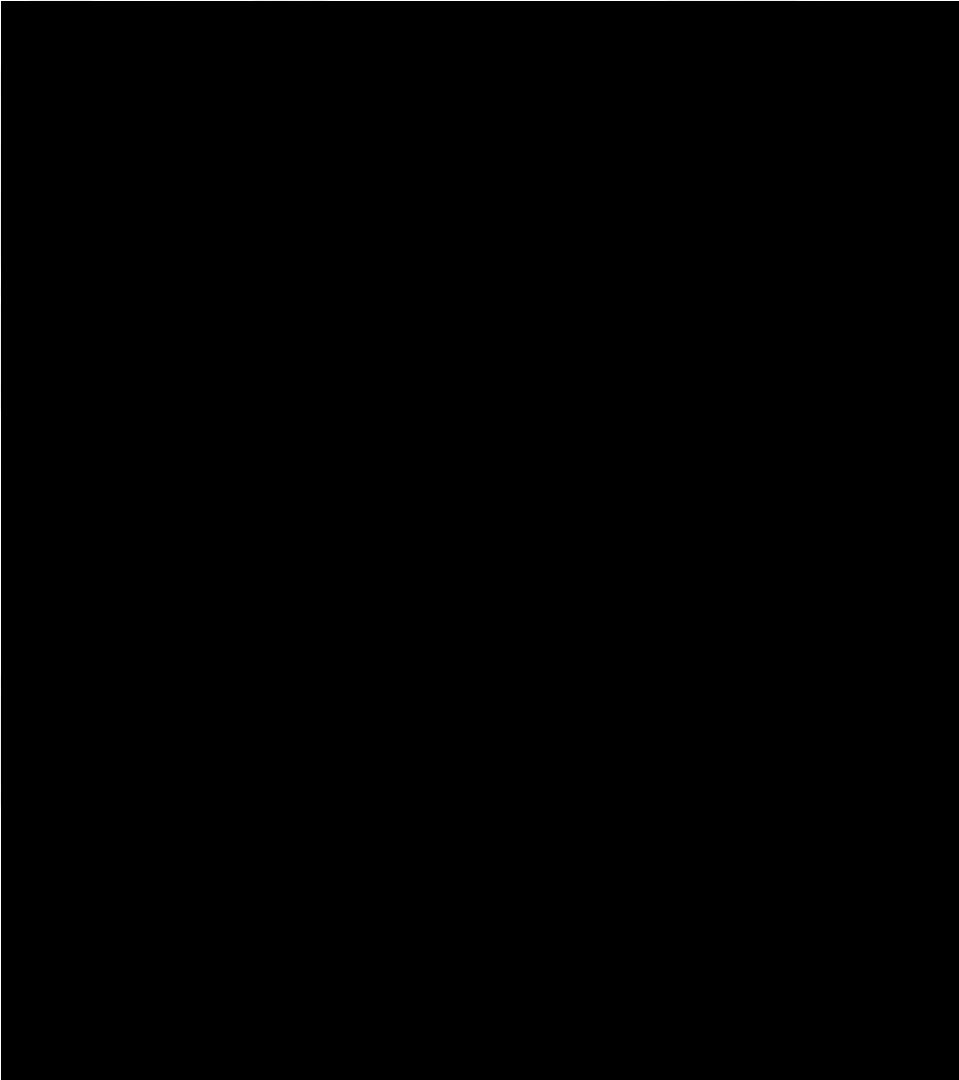
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- [REDACTED]
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- [REDACTED]



BETMGM

Review

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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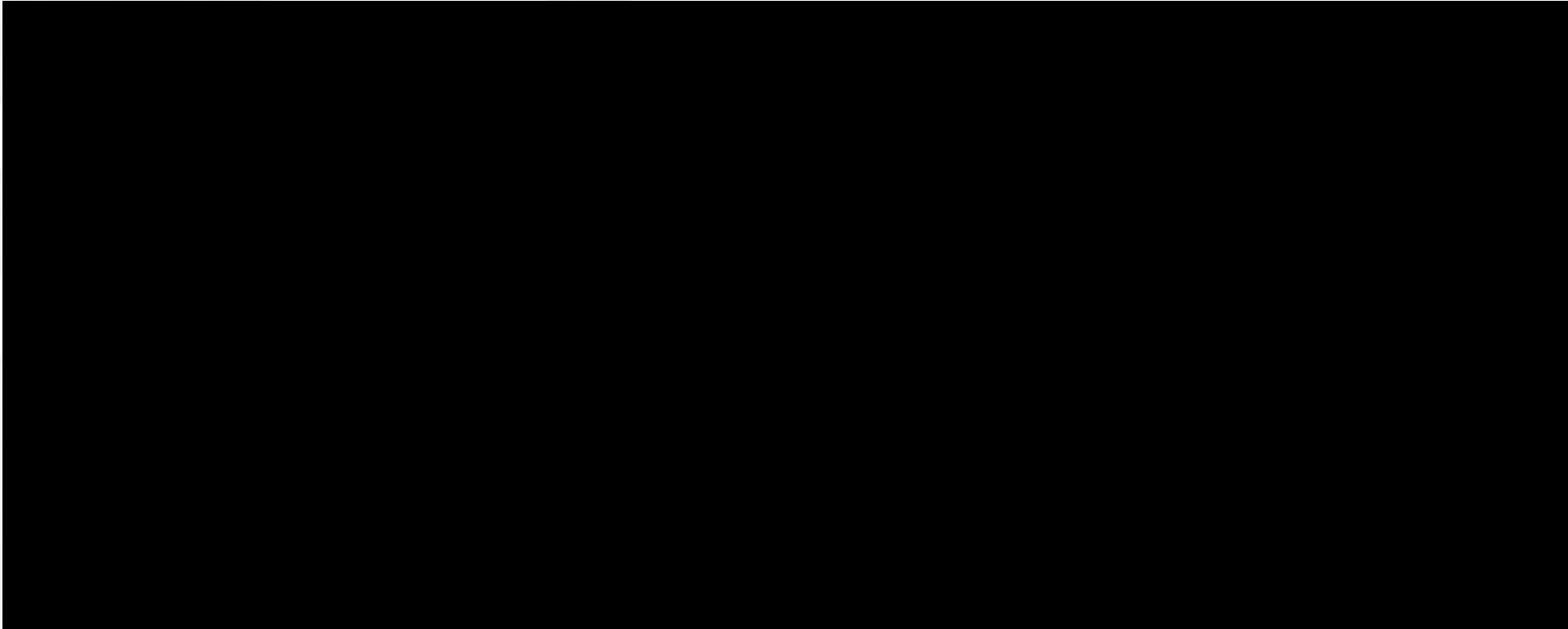
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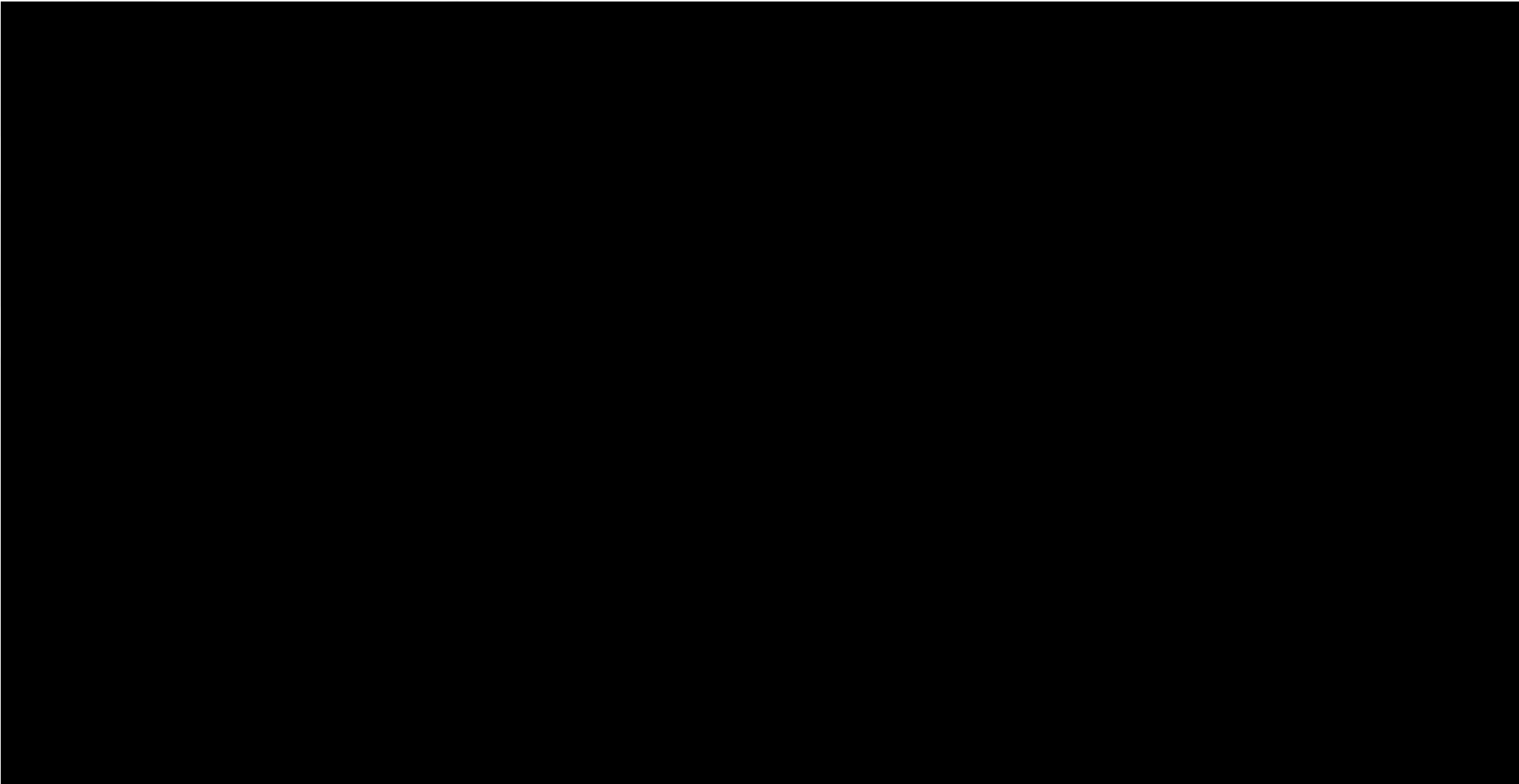
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Review

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

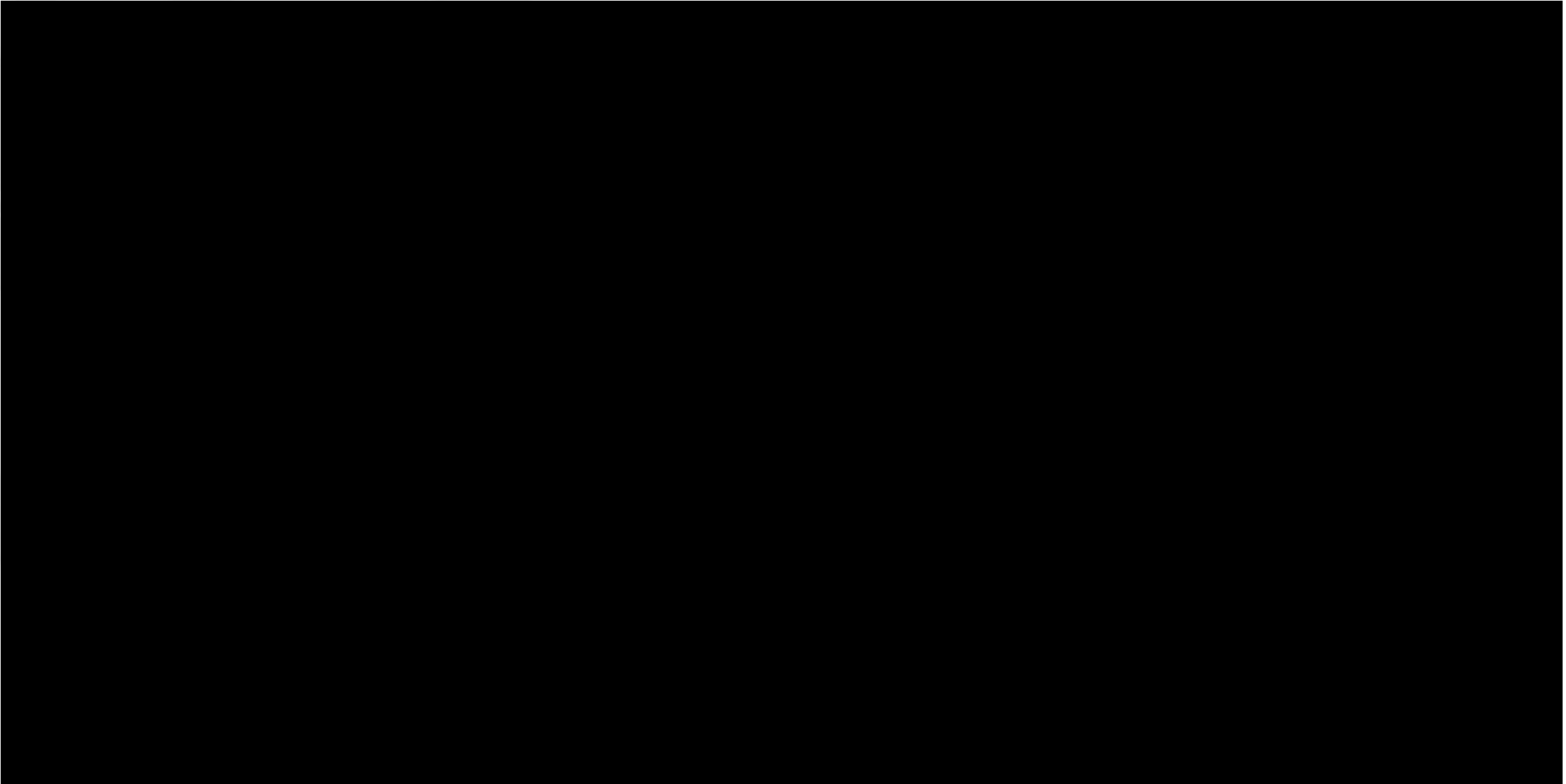
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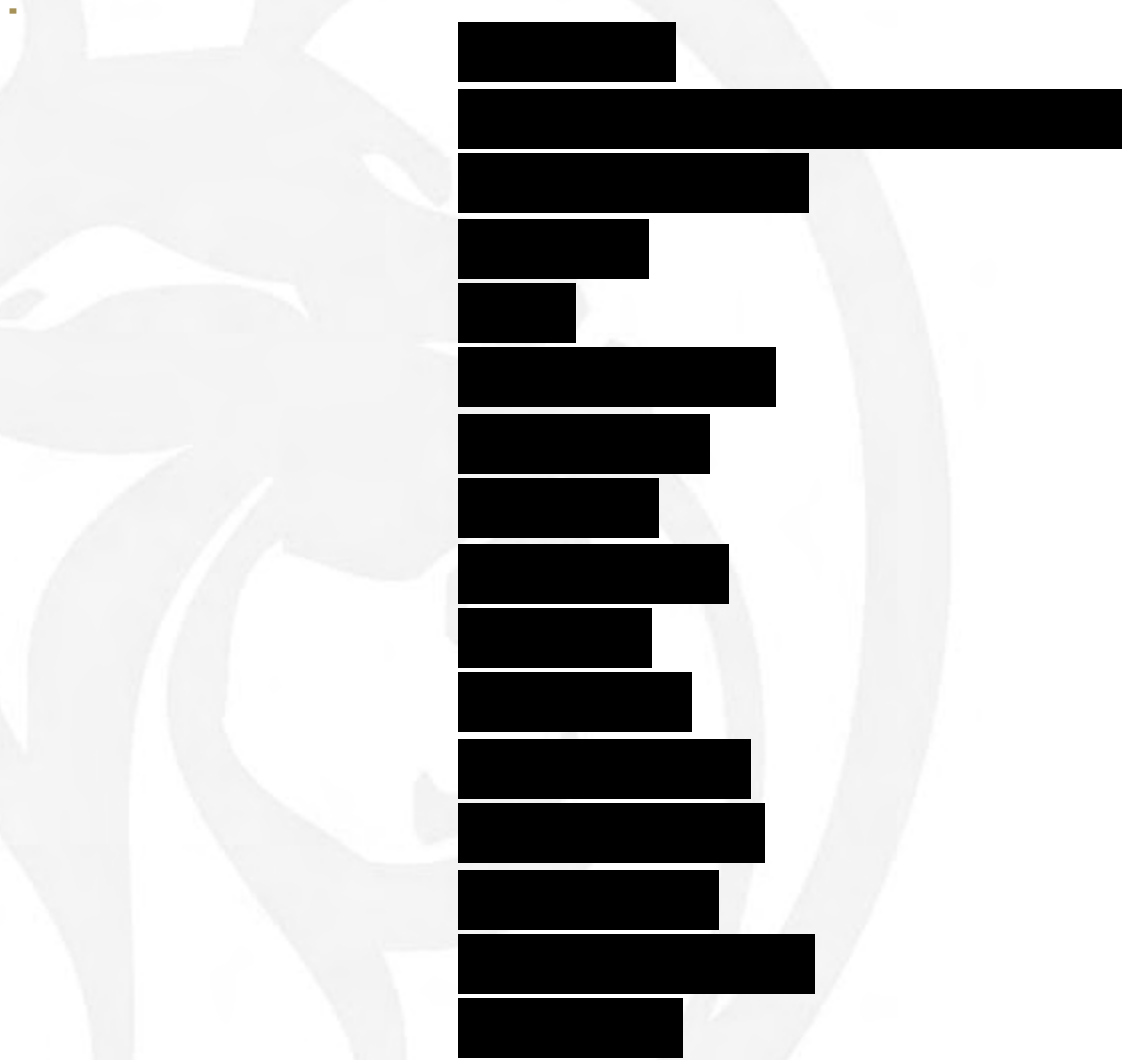


BETMGM

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Sports betting 101 – Training



Log into Terminal Procedures

| [REDACTED]
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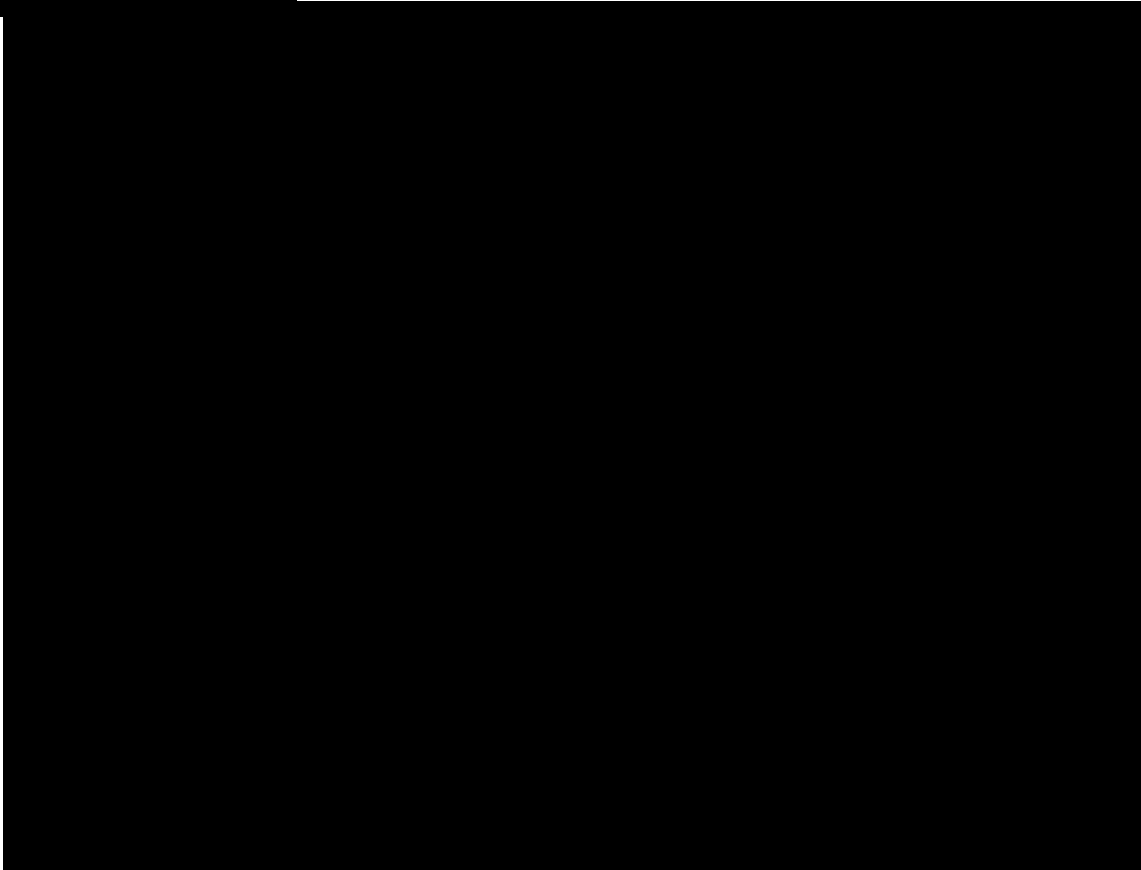
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Log into Terminal Procedures

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Log Off Terminal Procedures

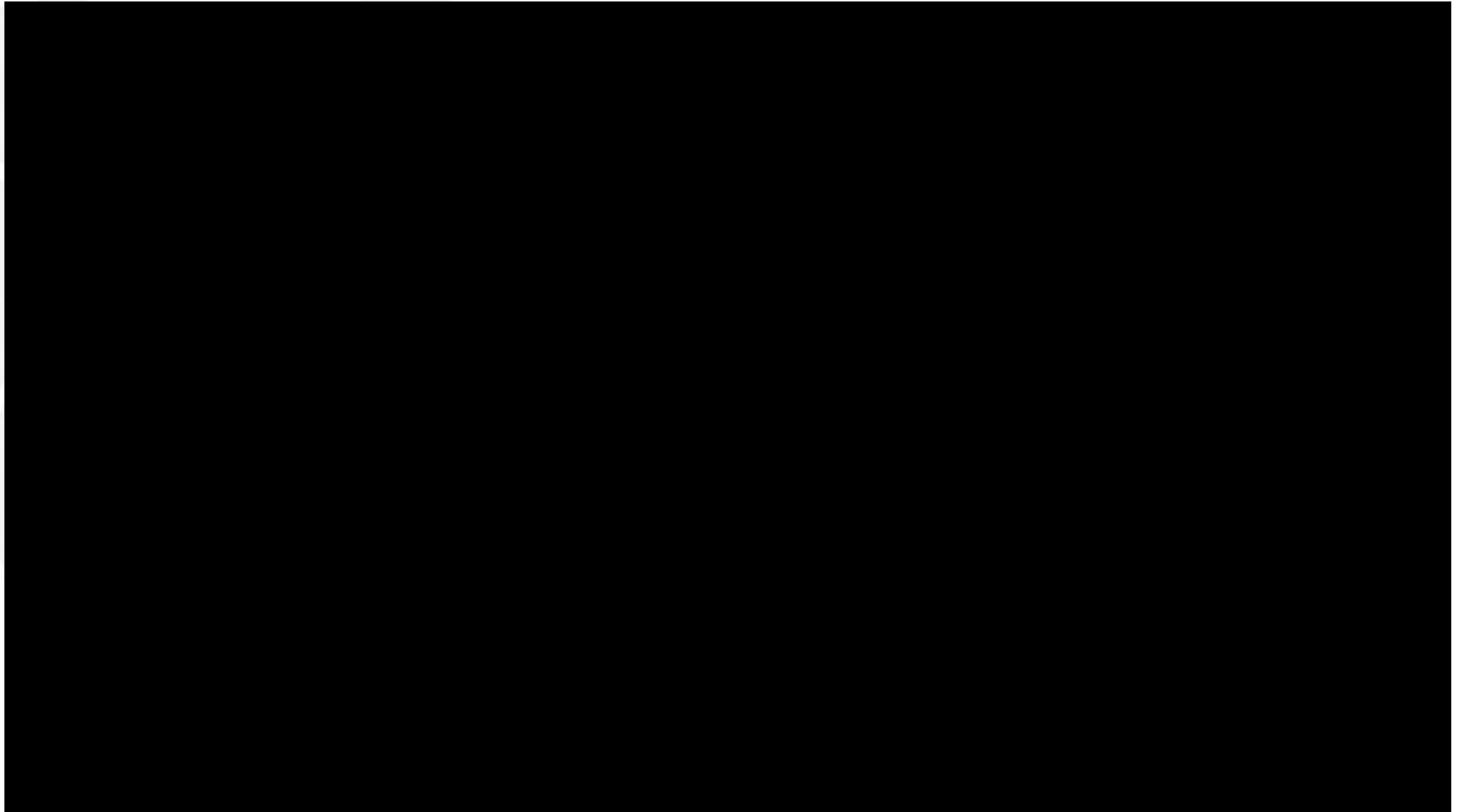
| [REDACTED]
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| [REDACTED]
[REDACTED]

| [REDACTED]
[REDACTED]
[REDACTED]

Main Screen

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Writing a Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

Writing a Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Writing a Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

Cashing Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Voiding Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

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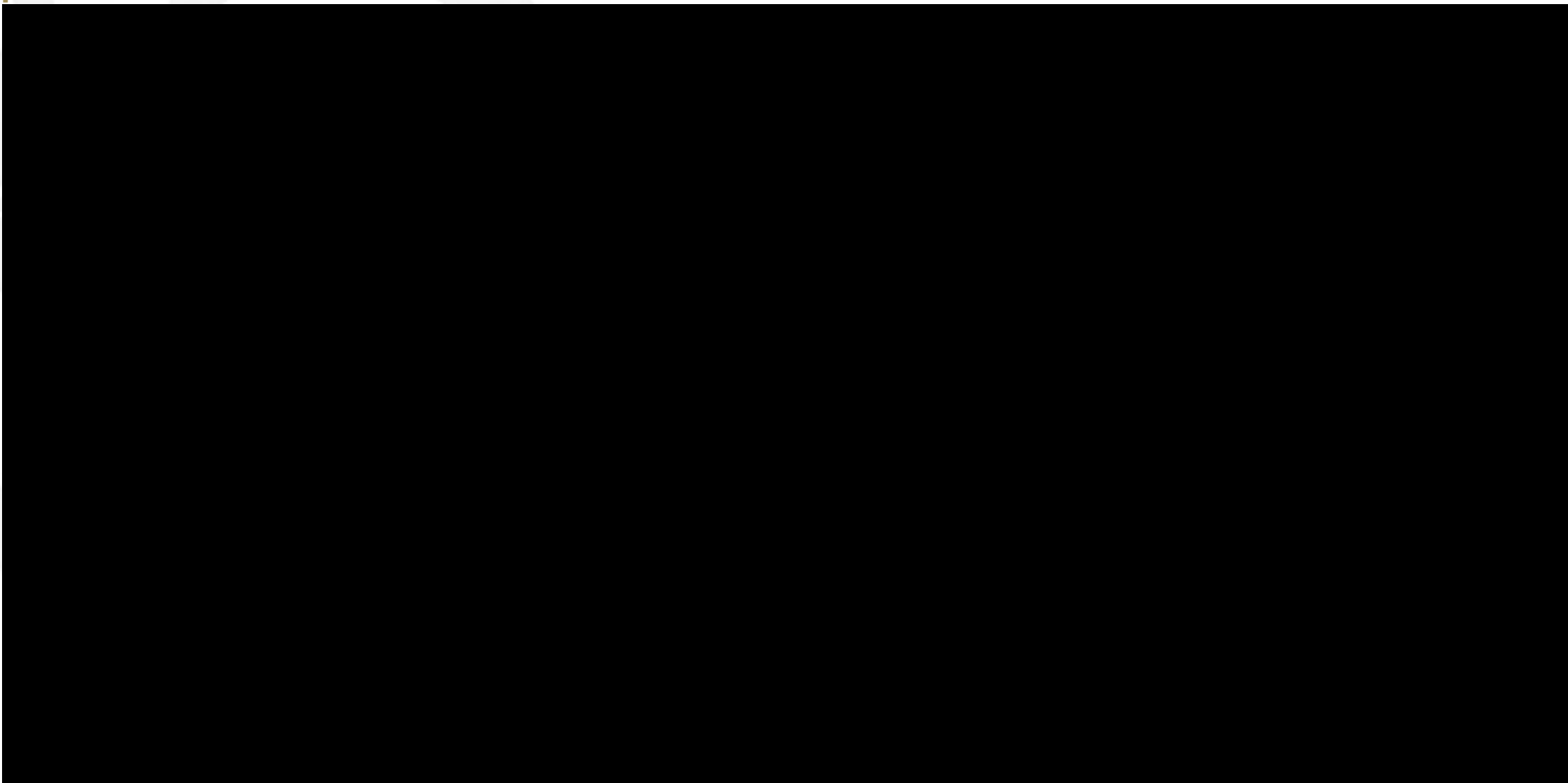
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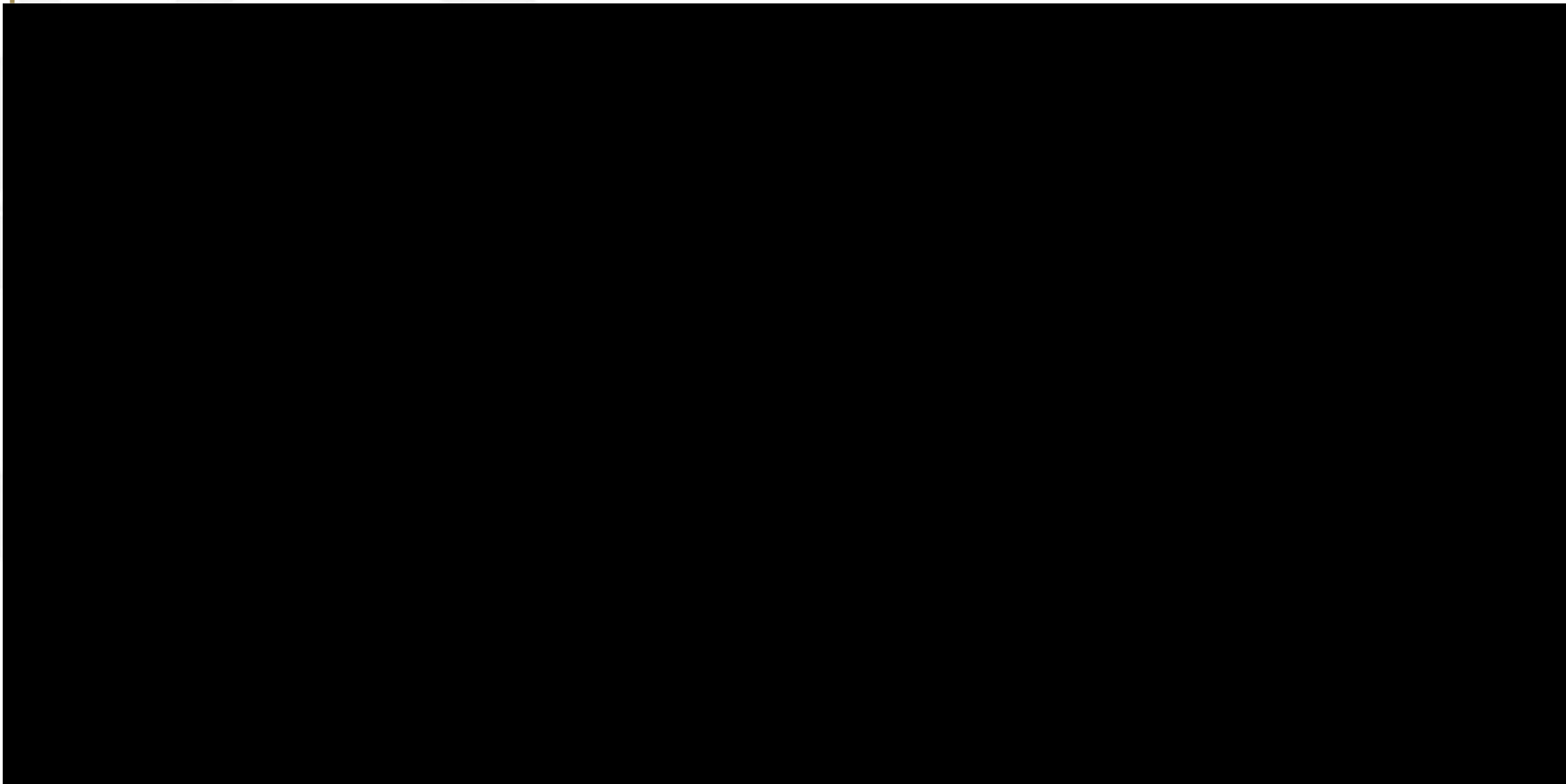
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Single Wager

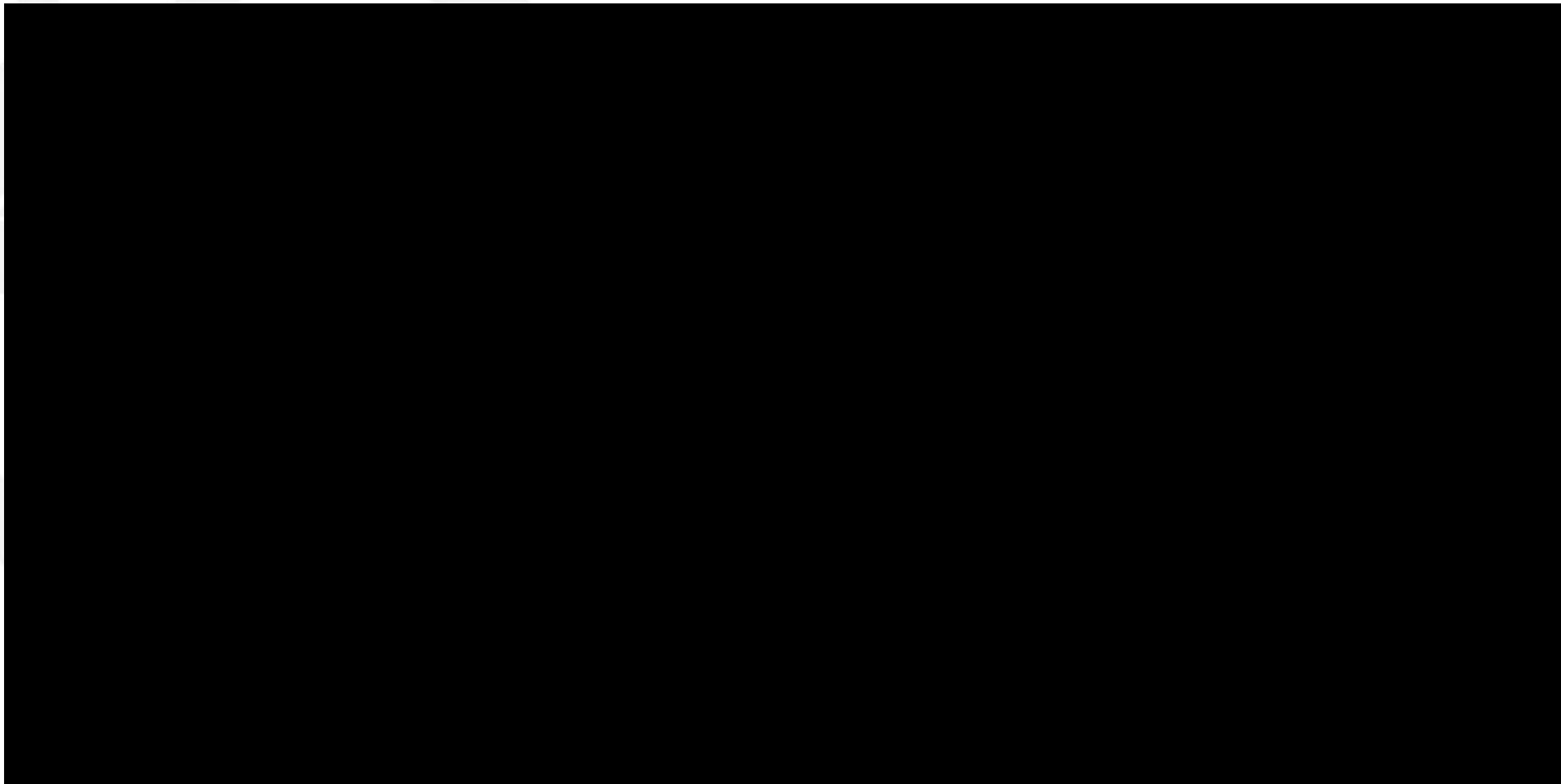
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





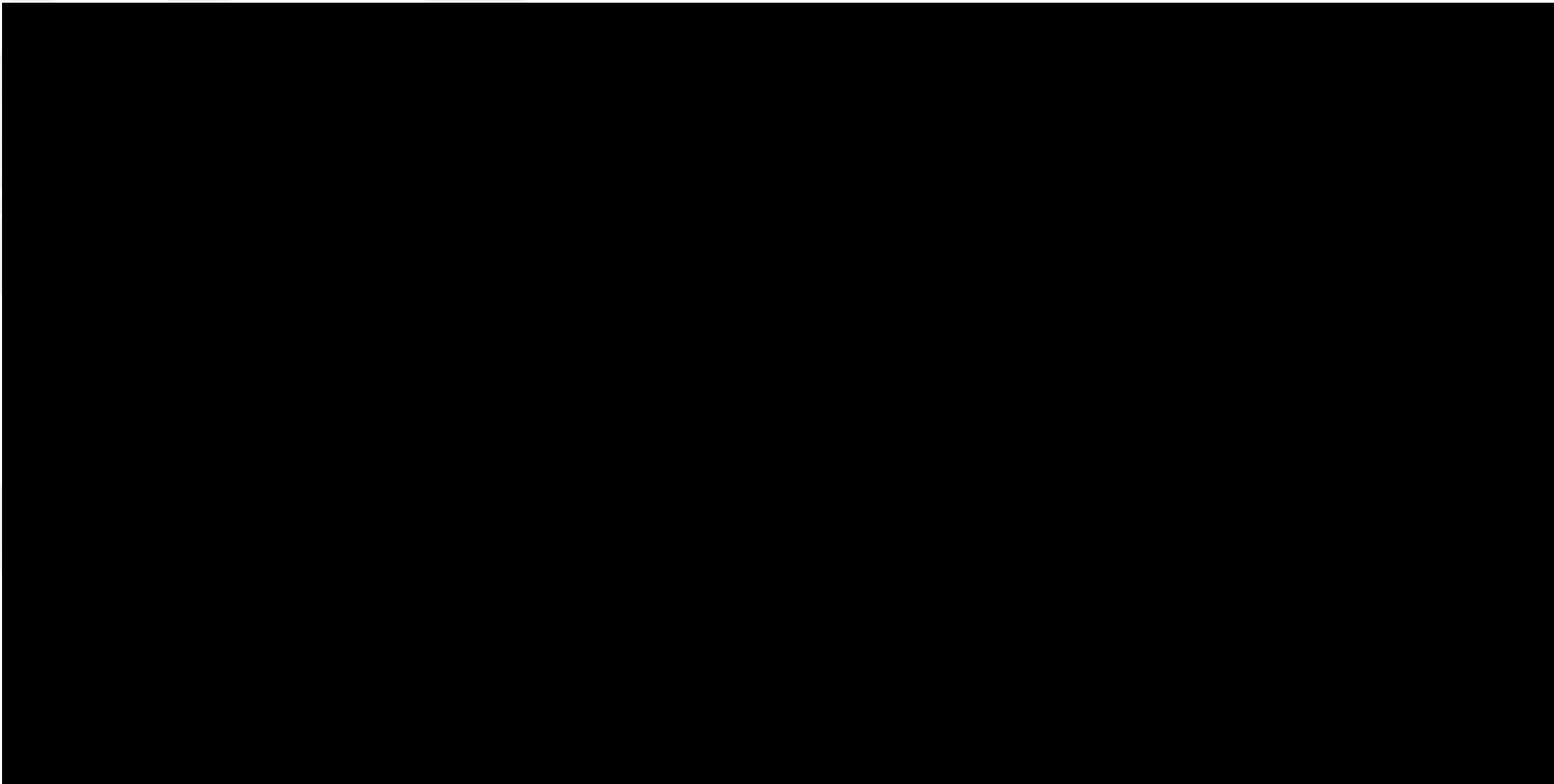
Round Robin

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



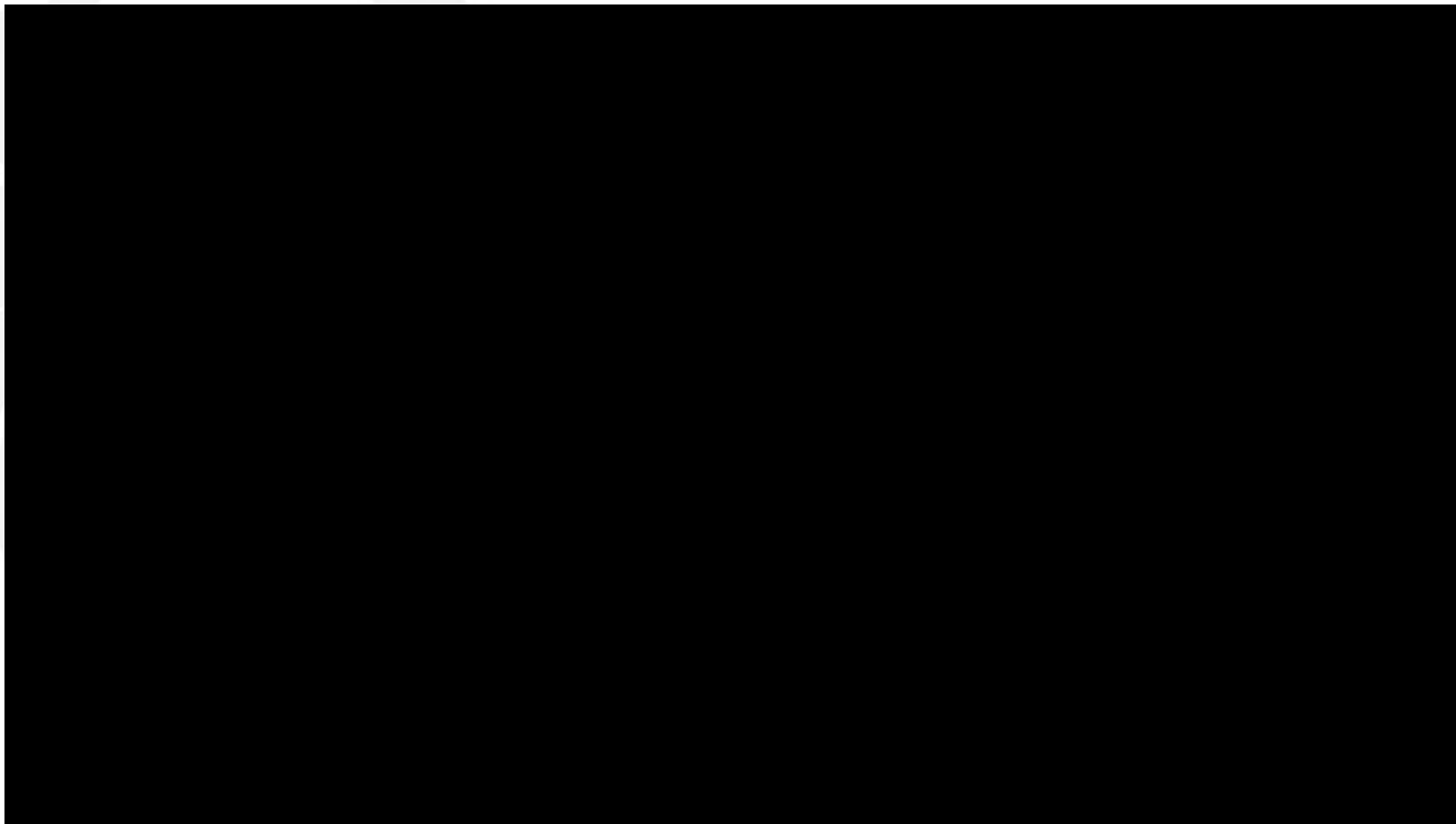
Key Parlay

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Cash Ticket

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





BETMGM

Kiosks

[REDACTED]

1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

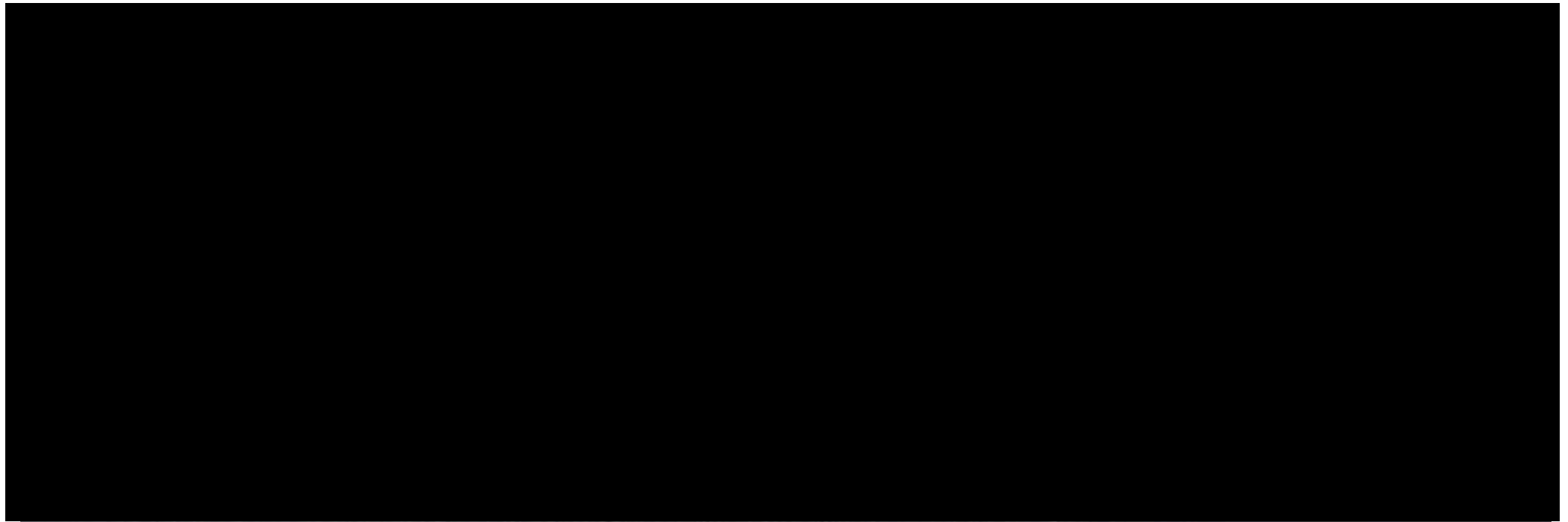
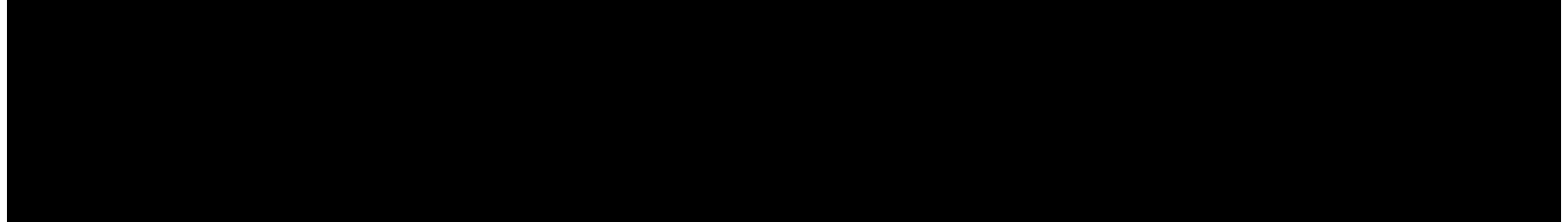
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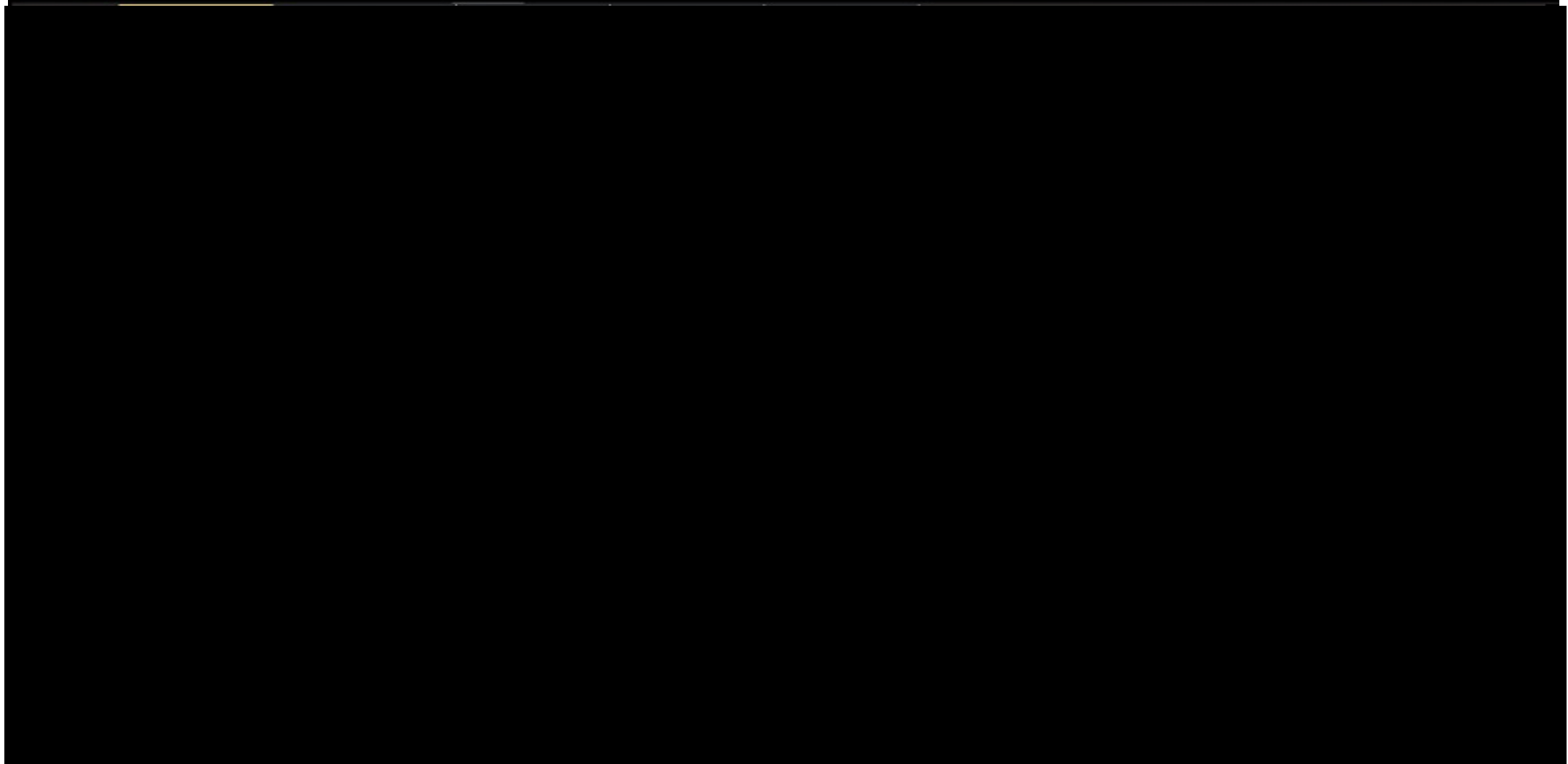
Kiosks

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Kiosks

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





H a n d s O n T r a i n i n g o n T e r m i n a l s



Cash Handling

Cash Handling

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

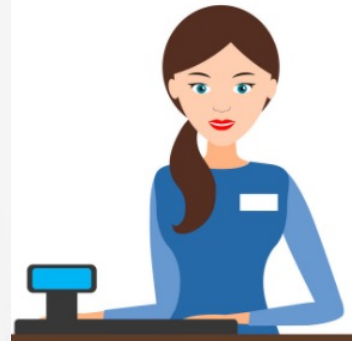
[REDACTED]

[REDACTED]

[REDACTED]

Hands on Training

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





BETMGM
BELIEVE IN YOUR GAME



Supervisor Training

Table of Contents

■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
■	[Redacted]
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■	[Redacted]

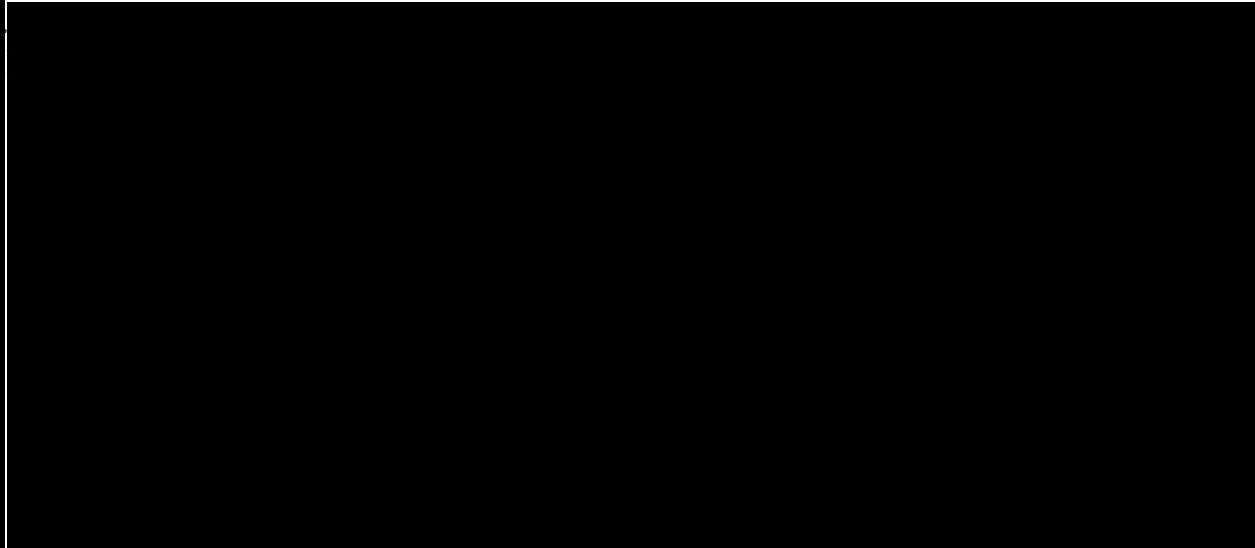
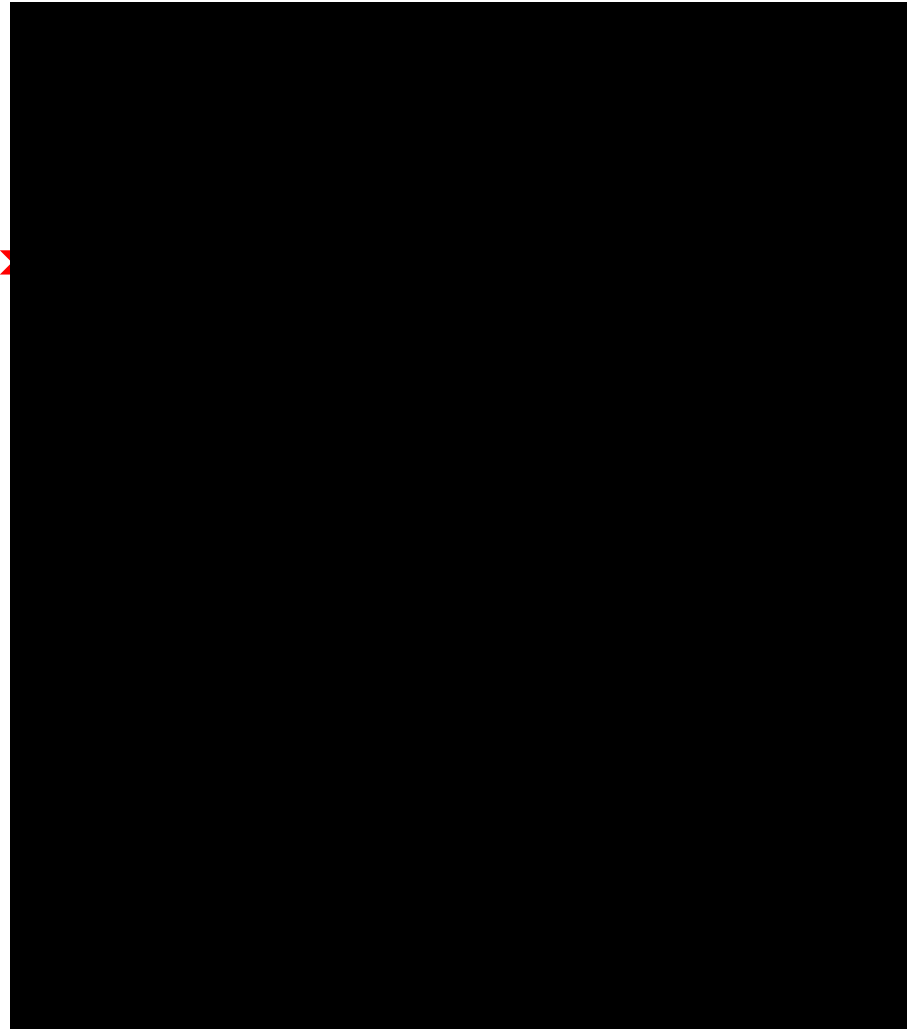


BETMGM

1 - Tills

Assigning Tills

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Closing Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

Reconciling Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Reconciling Till

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

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- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

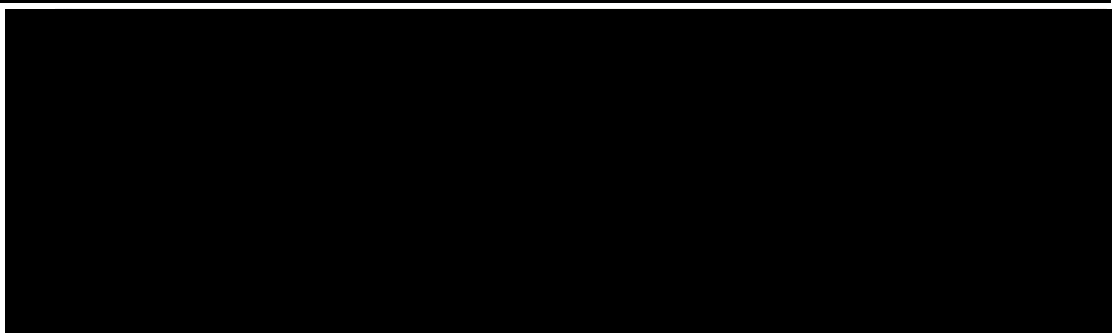
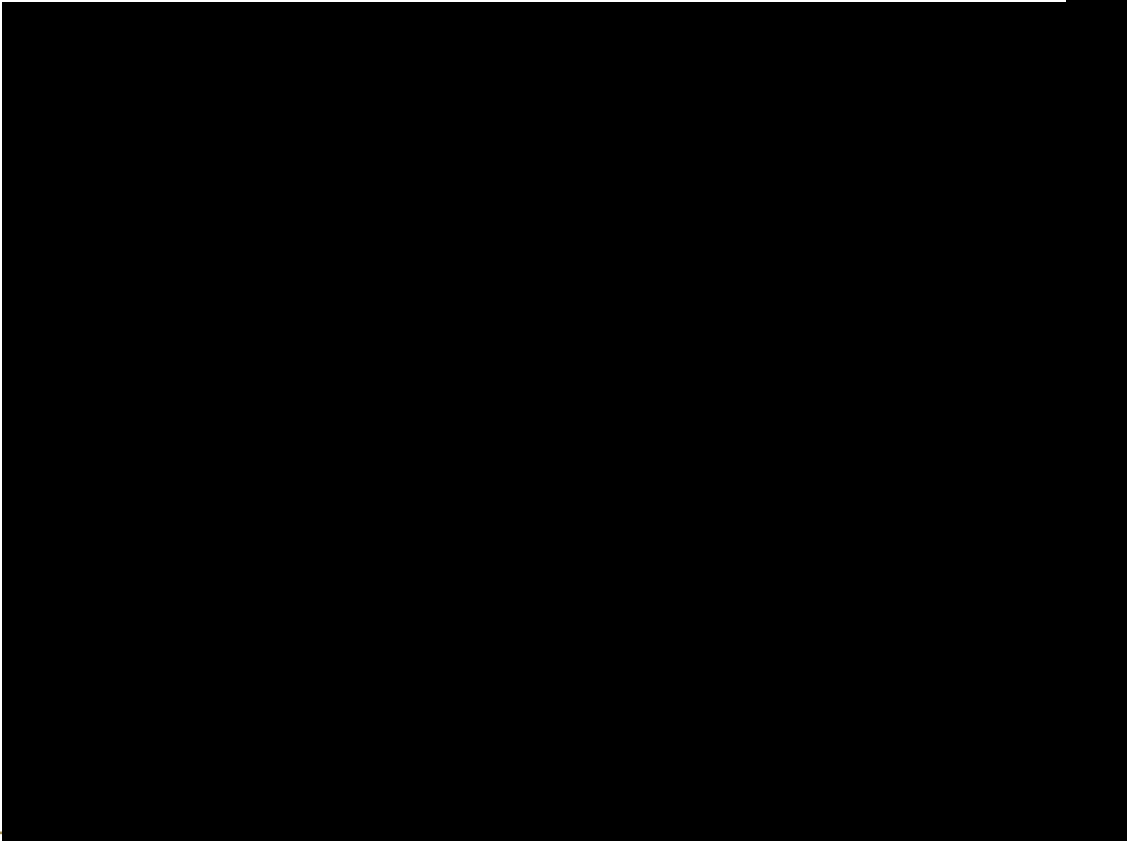
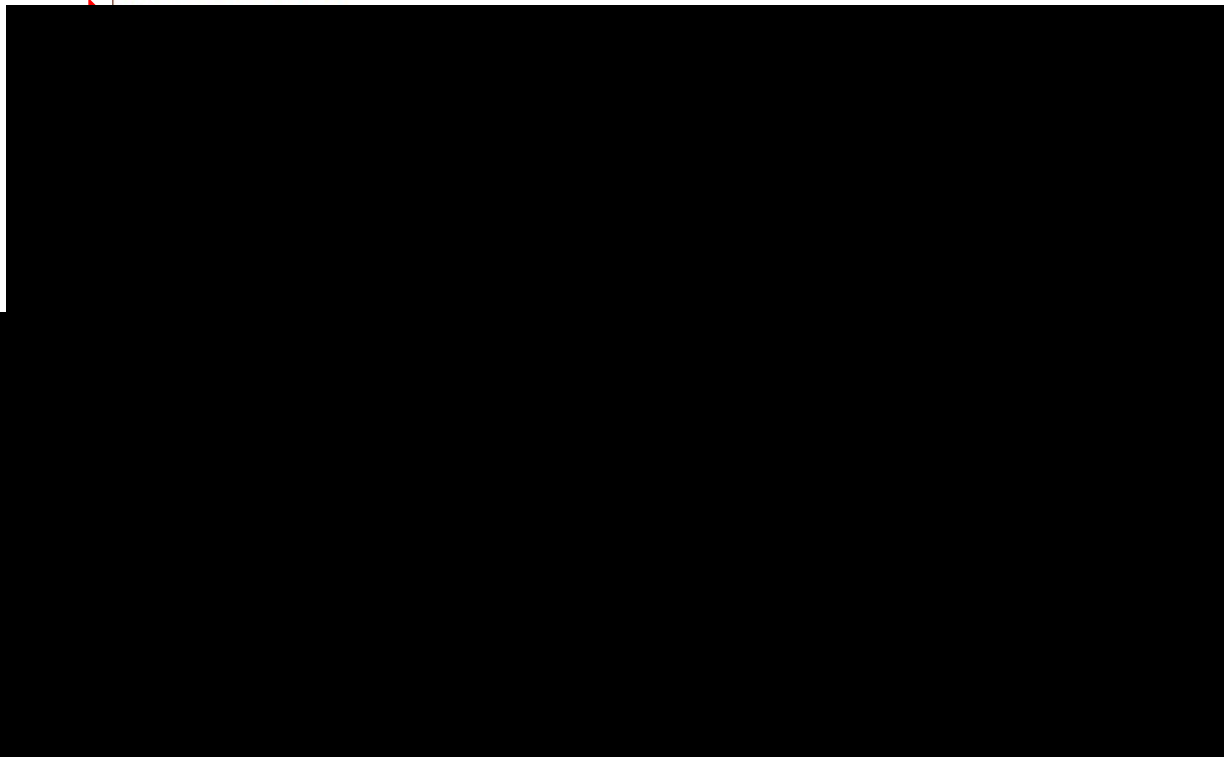


2 - Password Reset

Password Reset

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]





3 - Lost Ticket

Lost Ticket Procedures- Loyalty Card Used

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lost Ticket Procedures- Loyalty Card Not Used

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Lost Ticket- Ticket Search

[REDACTED]

Lost Ticket- Place Hold

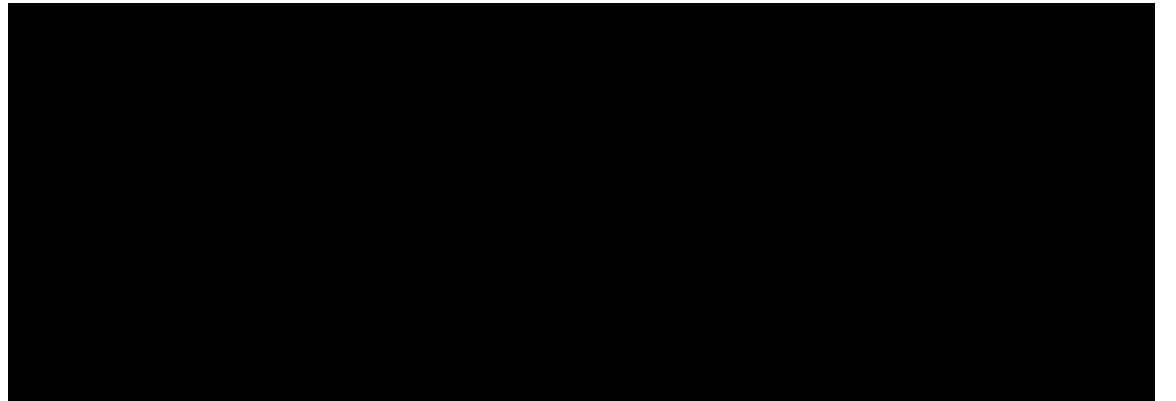
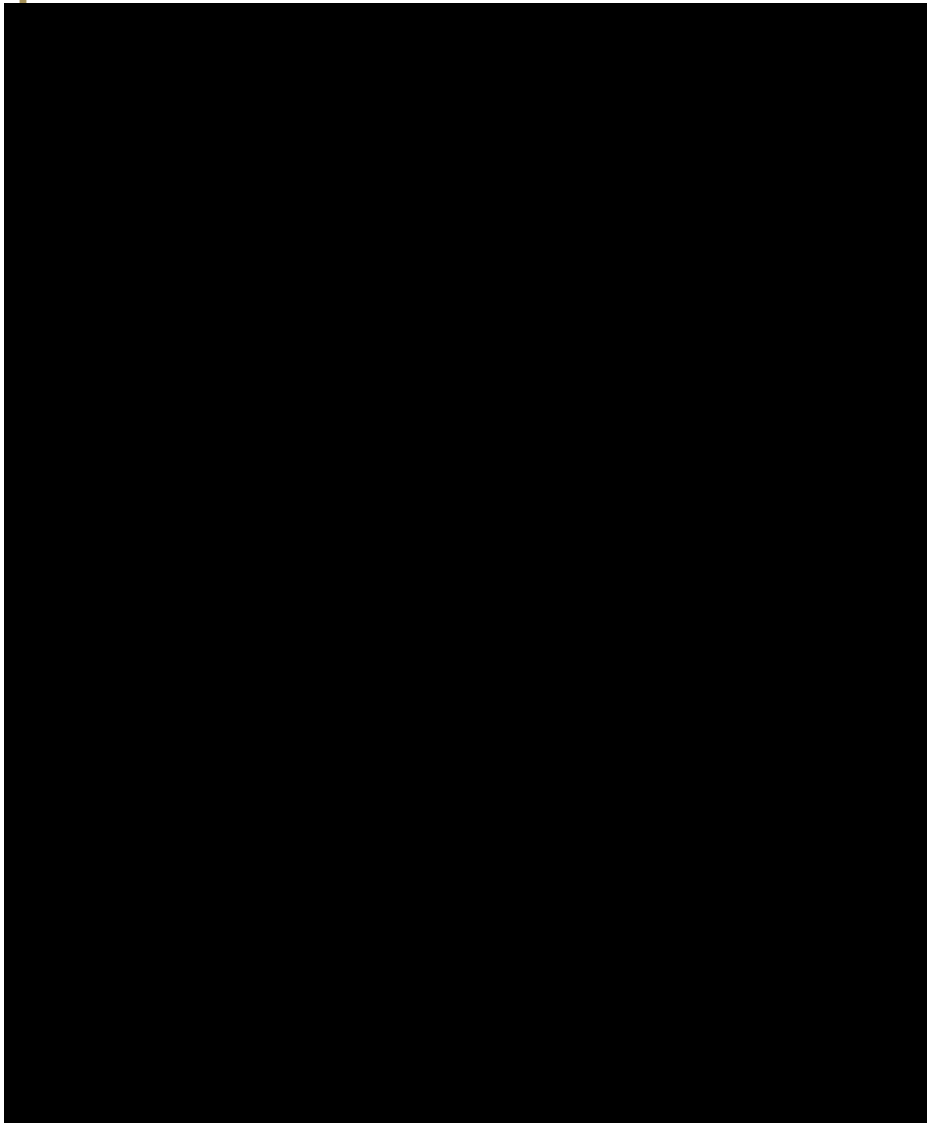
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Lost Ticket- Release Hold



Lost Ticket- Ticket Status

The table content is almost entirely redacted with black boxes. Only a few small rectangular areas are visible, suggesting a data table structure.

Lost Ticket- Ticket search thru reports

[REDACTED]

[REDACTED]

[REDACTED]

Next Slide

Lost Ticket- Ticket search thru reports Continued.

[Redacted content]



4-Locked Player

Locked Manager - Player

[Redacted content consisting of multiple lines of text and large blacked-out areas]



5-Duplicate Log-In

Duplicate Log-In: Employee

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]



6 - Send Messages

Send Messages

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



7 - End Of Day

End of Day Procedures

- [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
 - [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

End of Day Procedures Continued.

| [REDACTED]

| [REDACTED]



8 - MTL Report

MTL Report

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Continued next slide.

MTL Report

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]



9 - Supervisor Swipe Cards

Assigning Supervisor Swipe Cards

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Continued next slide

Assigning Supervisor Swipe Cards

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



Continued Next Slide.

Common Error Messages/Unassign Card

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Report for user cards

[REDACTED]

[REDACTED]

[REDACTED]



10-Game Center

Game Center

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[Redacted text block]

[Redacted text block]

[Redacted text block]

Next Slide

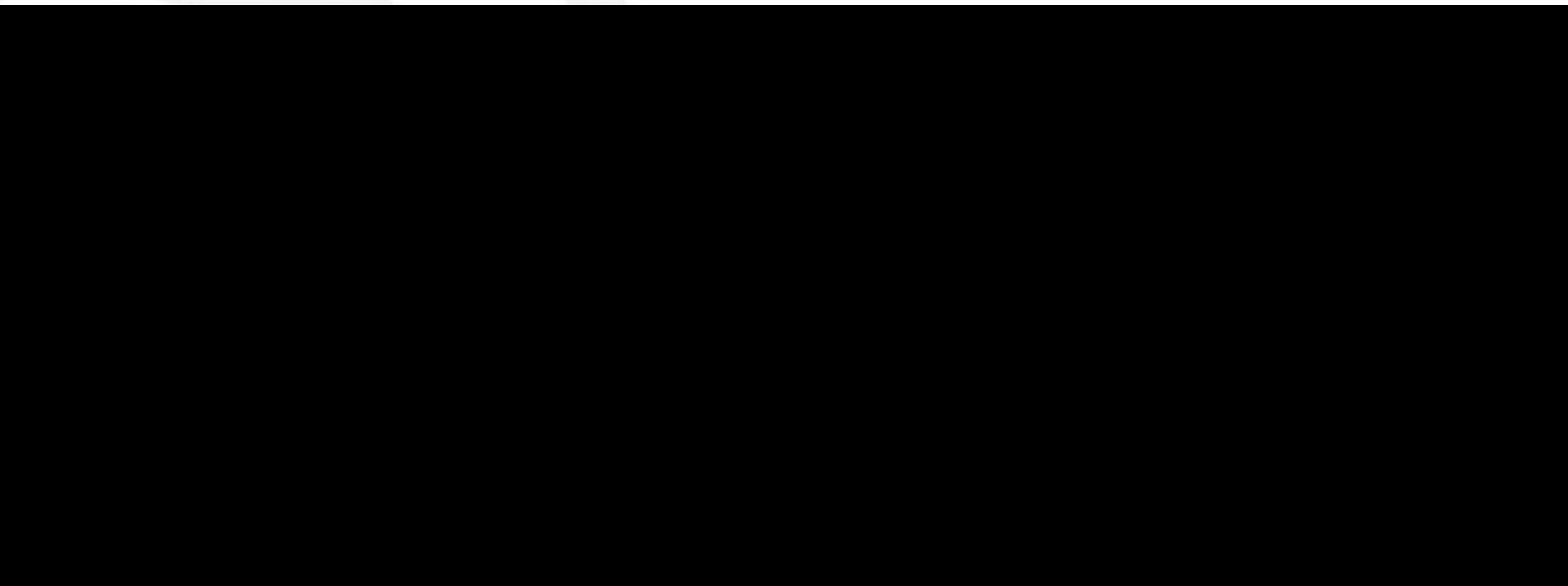
Game Center

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[Redacted content]

Game Center

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





11 - What If

What If

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]

[REDACTED]

[REDACTED]



12-IRS Tickets

Cashing IRS Ticket- US Patron

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cashing IRS Ticket- Non-US Patron

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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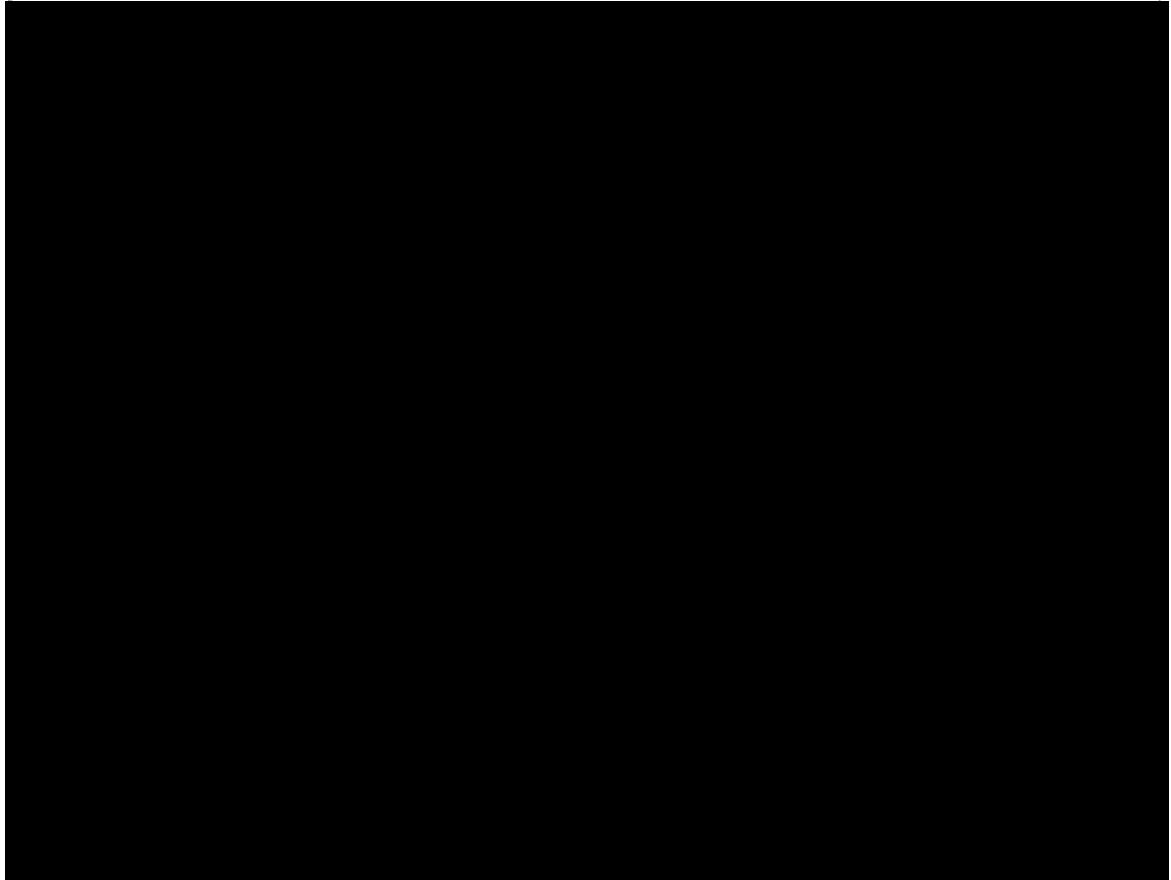
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13 - Mail Pay

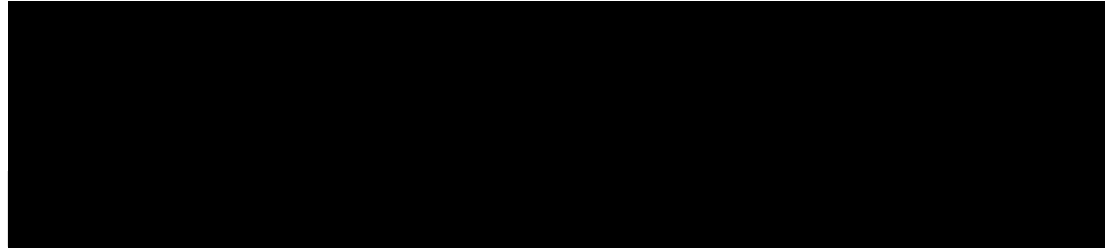
Mail-In Procedures

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



Mail-In Procedures

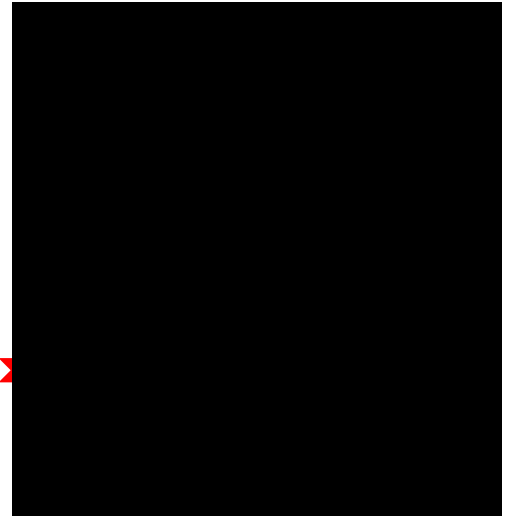
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Mail Pay

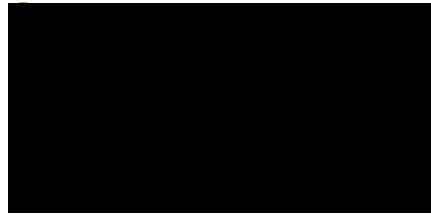
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]



Mail-In Procedures

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





14 - Daily Forms

MTL- Single or Multiple transactions over MTL Treshold.

•

[REDACTED]

DATE:

[REDACTED]

[REDACTED]

|

[REDACTED]

[REDACTED]

W2-G US Residents

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1042-S Non-US Residents

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Suspicious Activity Report

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Verbal Address Verification Form

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Exception Report

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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Limits

[Redacted]

Example

[Redacted]

New Employees



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Shift Reports

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

TV Sheet

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[Redacted]

[Redacted]

Variance – Attendance – Exceptions Log

| [REDACTED]

[REDACTED]

| [REDACTED]

[REDACTED]

Void Procedures

[Redacted]

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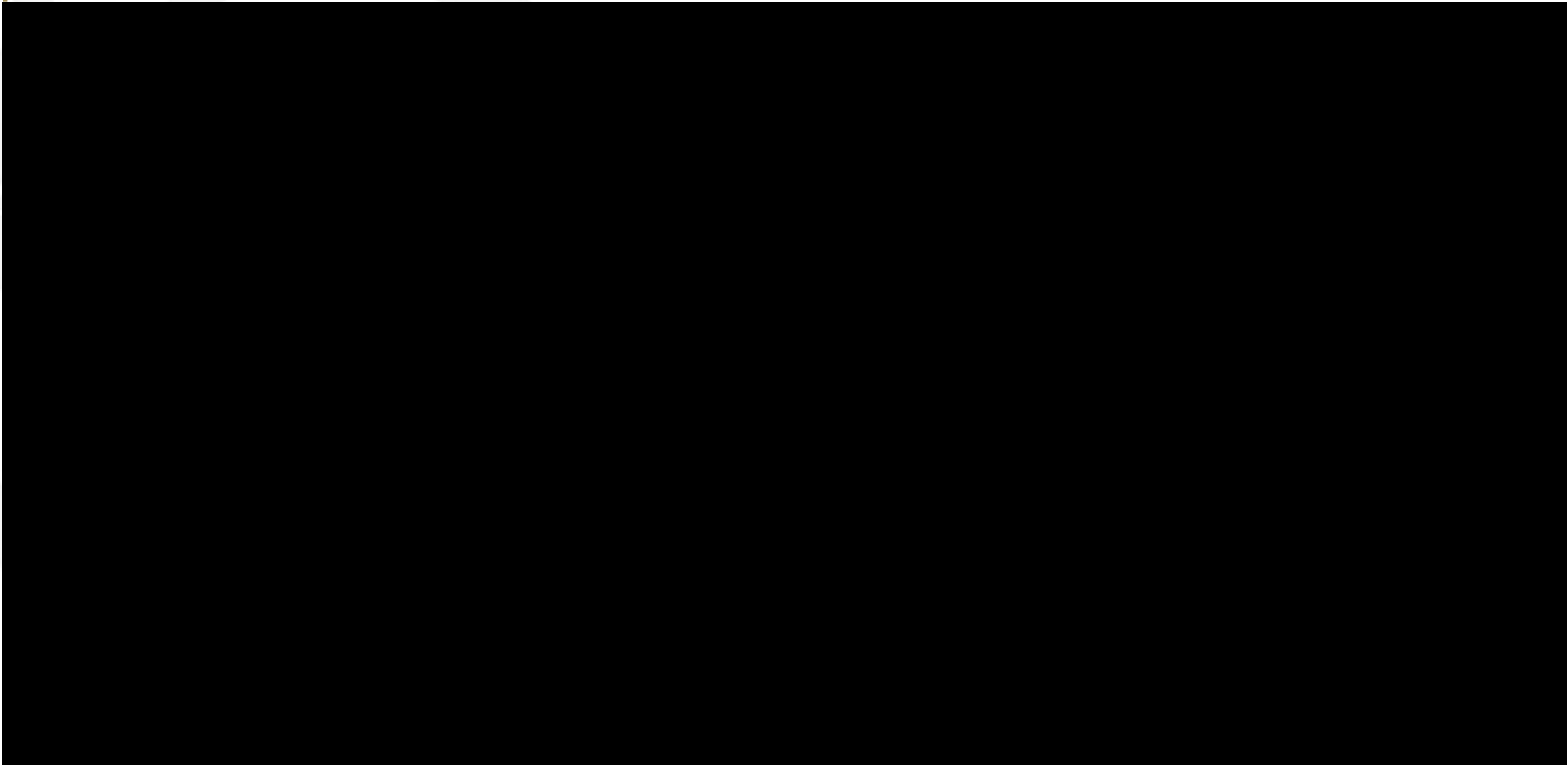
[Redacted]

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[Redacted]

[Redacted]

Prohibited Parlays



Opening Checklist

| [REDACTED]
| [REDACTED]
| [REDACTED]

| [REDACTED]
| [REDACTED]
| [REDACTED]
| [REDACTED]
| [REDACTED]
| [REDACTED]

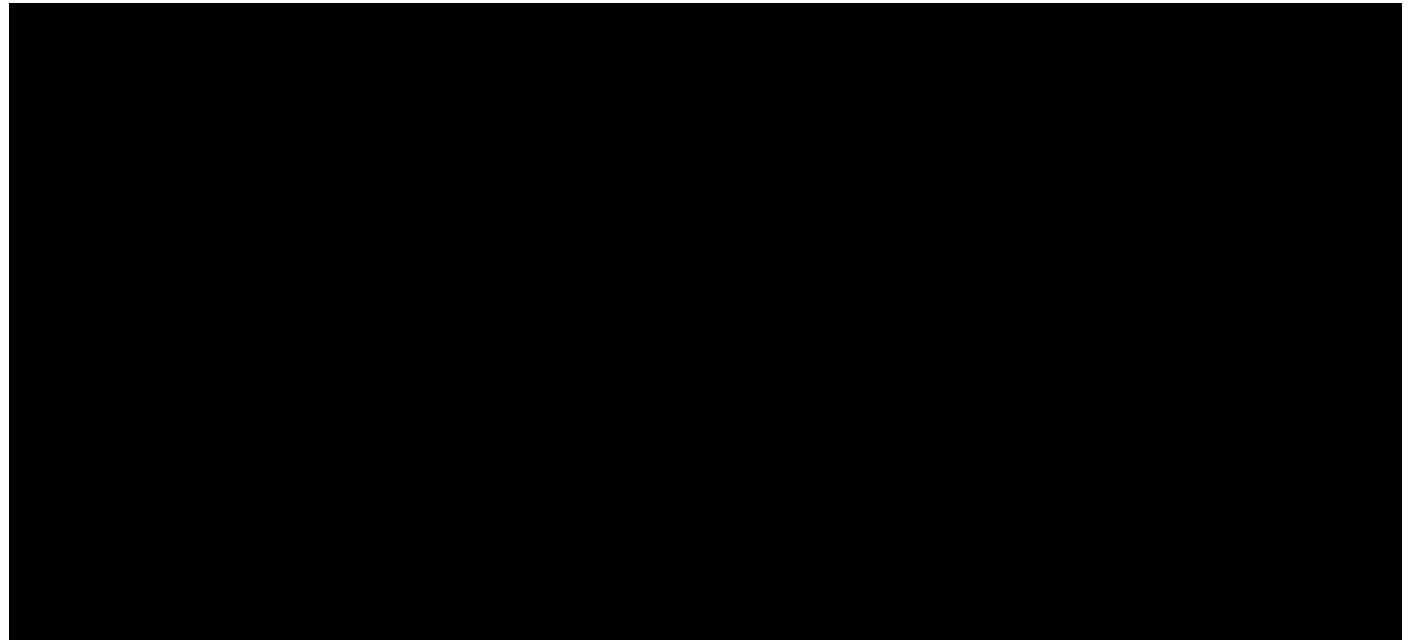
Closing Checklist

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]



15-Stadium Remote Authorization

Remote Authorization



Remote Authorization

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Remote Authorization

The diagram illustrates a remote authorization process. It consists of several redacted components: a large light gray area on the left, a thick black horizontal bar at the top right, and several smaller blacked-out boxes scattered throughout the page. The content is largely obscured by these redactions.

Remote Authorization

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



16 - Reports

Operation Reports

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



A large black redacted area covering the right side of the page. It features a white L-shaped cutout in the center. A red arrow with the number '1' points to the top edge of the redaction, and another red arrow with the number '2' points to the left edge of the white cutout.

Continued Next Page

Operation Reports

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Stadium Reports used by Operations

[REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

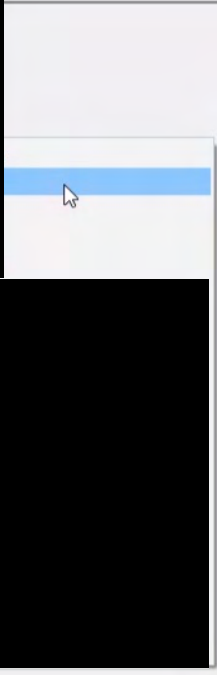


[Redacted]

[Redacted]

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[Redacted]

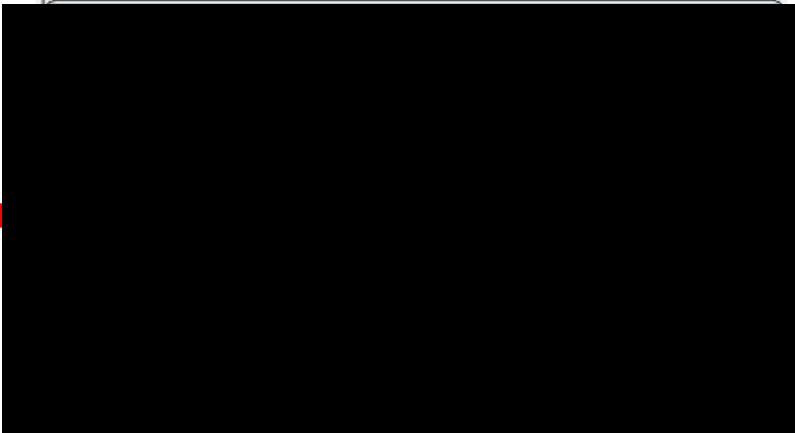


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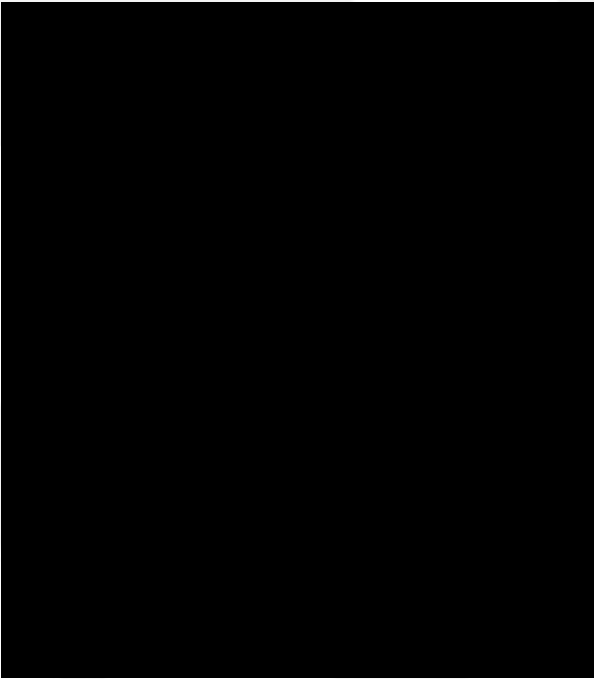
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Requirements

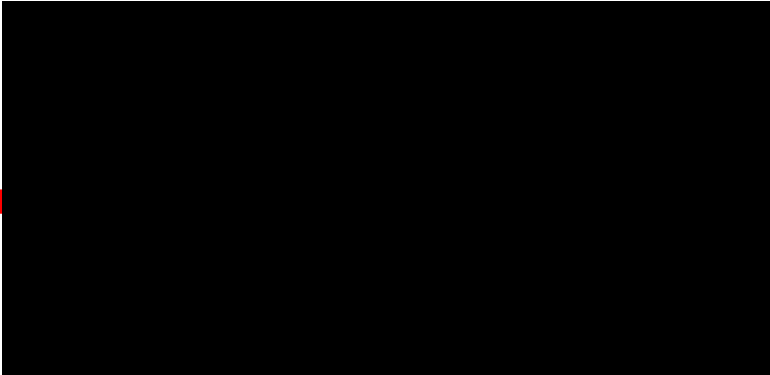
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

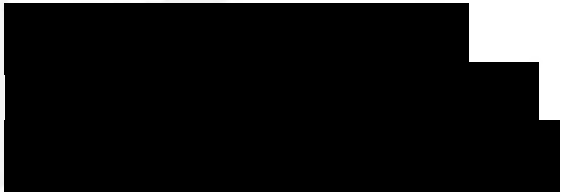


2



4





****COLLEGE FOOTBALL SEP 19TH****

11:00P	149	FLORIDA ST		-110	EV
	150	BOISE ST	-1½	-110	-120

****COLLEGE FOOTBALL SEP 26TH****

11:00P	151	CINCINNATI		-110	+190
	152	NEBRASKA	-5½	-110	-230
11:00P	153	WISCONSIN		-110	+150
	154	MICHIGAN	-3	-110	-180
11:00P	155	VIRGINIA		-110	+2000
	156	CLEMSON	-26½	-110	-10000
11:00P	157	DUKE		-110	+255
	158	PITTSBURGH	-9½	-110	-325
11:00P	159	FLORIDA	-6½	-115	-265
	160	TENNESSEE		-105	+215
		MIAMI FLA			
		-2½	MICHIGAN ST		

[REDACTED]

[REDACTED]



[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ B

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1180 of 1080

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[REDACTED]

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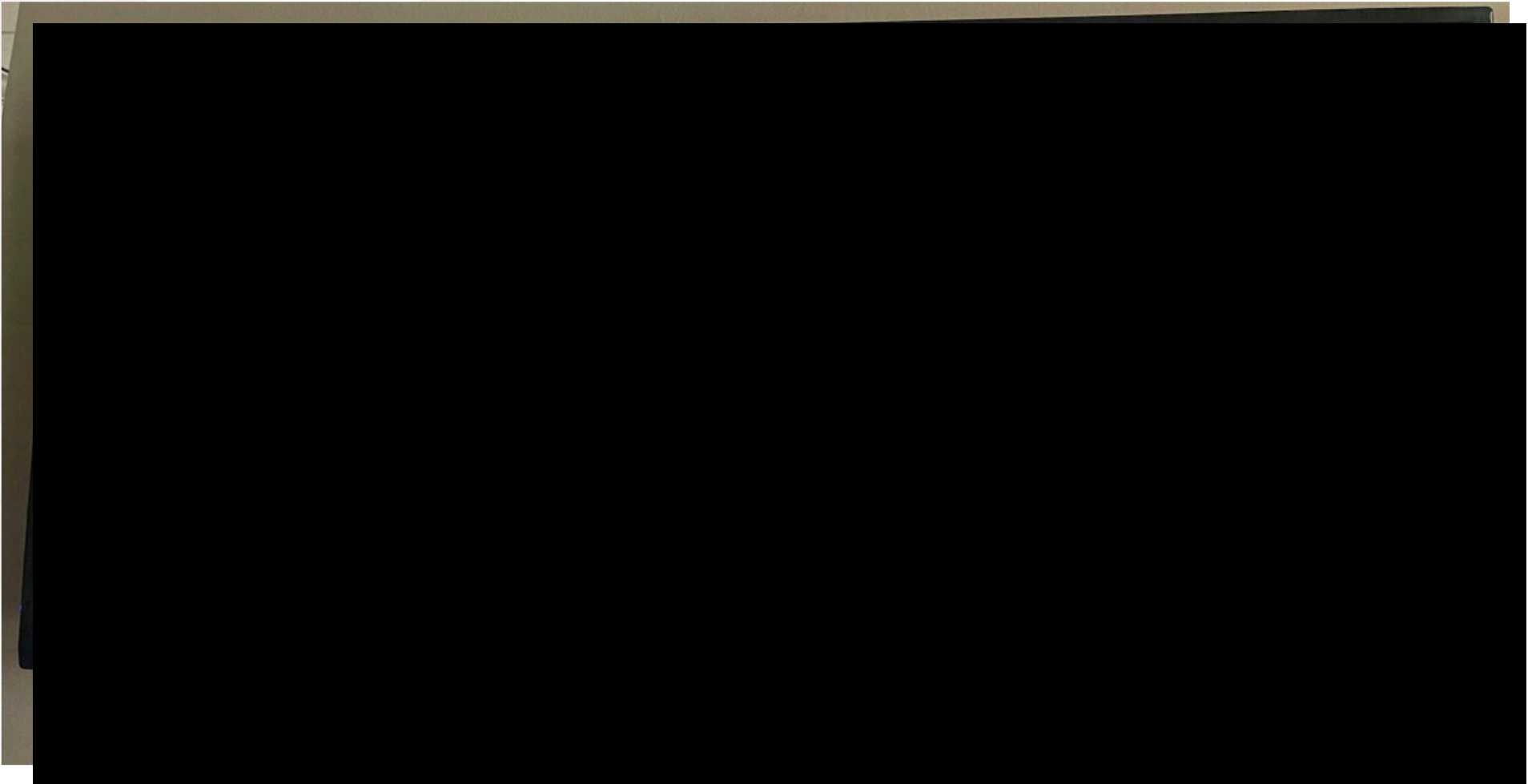
2

[Redacted]

[Redacted]

[Redacted]

[Redacted]







Support

Mobile Support Map and Responsibilities

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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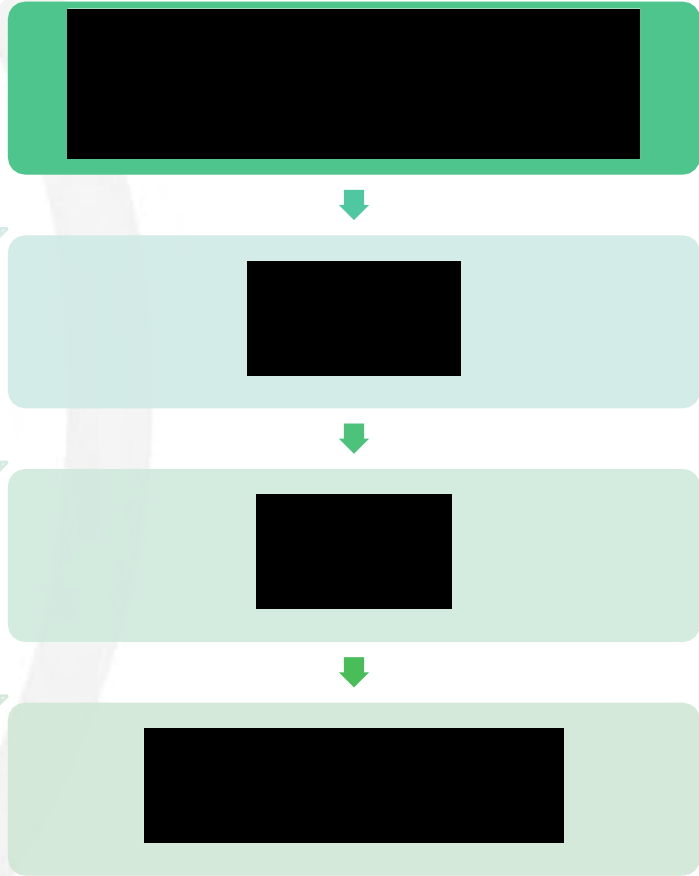
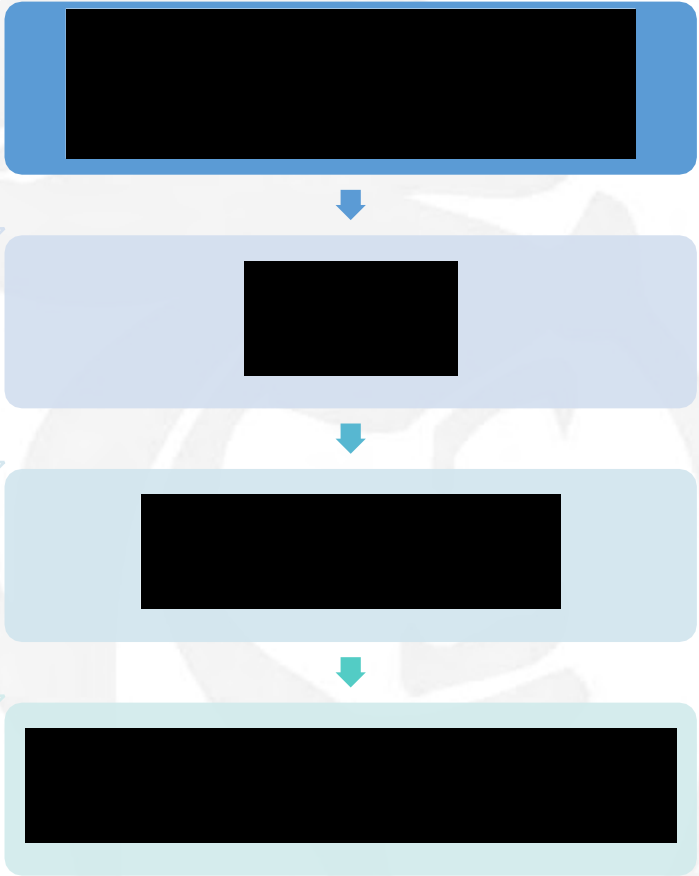
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[Redacted]

Guest Support Process

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On Property Support

| [REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]

On Property – Directly to the sportsbook

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Property – Directly to the sportsbook

- [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

Hub Support

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

| [REDACTED]

Cage Support

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

[REDACTED]

Support Process

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Hardware/Equipment Issues-Replacements

- [REDACTED]
- [REDACTED]
- [REDACTED]

Hub Support

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□





BETMGM
BELIEVE IN YOUR GAME



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- f. The number of proposed work locations that will be created within the Commonwealth

One; the proposed employee will work at the proposed sportsbook at MGM Springfield.



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- g. Description of plans for workforce development opportunities for Applicant's staff within the Commonwealth

Our Career Development Philosophy:

At BetMGM, we're all in! From the minute employees join the organization, we give them the freedom to own their roles, contribute across departments, and shape the future of BetMGM. We value a culture that empowers people to develop. And the programs, processes, and opportunities we offer enable employees to thrive. We believe professional growth occurs through a combination of on-the-job experiences, feedback, relationships, and training. And it's a shared responsibility between BetMGM, employees, and their managers.

- BetMGM – creates processes for career development and actively encourages and supports employees in learning
- Managers – actively encourage and support their teams with career planning, provide consistent feedback, and connect their employees with available resources, tools & processes for growth
- Employees – proactively manage their careers by owning and driving their own personal development goals and taking advantage of the formal and informal learning experiences we offer

Formal learning experiences include:

- New joiner orientation
- Compliance and business policies
- Diversity, Equity & Inclusion learning track
- Leadership development learning track
- Skills training



BETMGM

C.1 EMPLOYMENT OPPORTUNITIES WITHIN THE COMMONWEALTH

Provide a thorough description of the employment opportunities that will be offered if the applicant is approved for licensure by the Commission. This should include the following:

- h.** Outline the strategy for focusing on job opportunities and training in areas and demographics with high unemployment and/or underemployment

BetMGM has a partnership with Circa/DiversityJobs.com, which provides a platform to promote new opportunities with historically marginalized populations, within specified regions (i.e. Massachusetts), for job opportunities across all departments at BetMGM. Additional information about Circa/DiversityJobs.com is attached (see “C1-h-02 Circa Subscription Info.pdf”, “C1-h-03 Circa Network of Sites.pdf” and “C1-h-04 Circa User Guide.pdf”).



Circa

Diversity Subscription Proposal
MEDIA KIT

Why Diversity?

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Diversity of gender, race, culture, and experience enhances insight and creativity. It encourages the search for new ideas and information, which improves communication and inspires better decision-making. It leads to breakthroughs that drive revenue, and to improved processes that cut costs.

The fact is that **diversity is critical** to the success of your team and your business.

Why DiversityJobs?

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Our combined focus is on **diversity and delivering results**. We have a history of helping employers engage the best, most relevant job seekers who are also highly diverse.



Our company was established in **1997 as LatPro.com**, which became the first job board connecting Hispanic bilingual job seekers with recruiters searching for multilingual and multicultural professionals.



We launched **DiversityJobs.com in 2006** with a mission to connect Black Americans, Asians, Latinx, Native Americans, women, veterans, individuals with disabilities, older workers, and members of the LGBTQIA+ community with diversity-friendly companies.



Our diversity recruiting solutions work successfully for employers ranging from small **non-profits to Fortune 500** companies hiring across all job functions and industries.



We joined forces with Circa in 2021 to come together and provide employers the most comprehensive diversity recruiting tools in the industry. Circa's network of 600+ niche sites and over 15,000 community organizations expands your reach even further!



Our Goals

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DIVERSITY

Help you engage a talented pool of highly diverse candidates



QUALITY

Improve your applicant conversion rate by delivering relevant, qualified candidates who turn into hires



EFFICIENCY

Save your time and resources through our posting, outreach and tracking process



Our Process

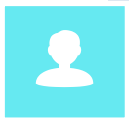
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We perform all the development work to scrape jobs daily from your career site/applicant tracking system (ATS) and publish each job to [DiversityJobs.com](#) & Circa's network of 600+ niche websites



We also publish your jobs to our exclusive network of niche job sites dedicated to each diversity group, including:



Jobs are then sent out automatically to local community organizations based on a skilled match system. All candidates are redirected back to your ATS to apply.



Candidates view full job descriptions on all sites - including your logo and all relevant job details - prior to being redirected to the application process for a specific job at your ATS.



You have login access to run real-time reports on job view and apply click stats, search our resume database, and download compliance reports that document your job posting outreach efforts.

Complimentary Applicant Tracking System

The screenshot shows the Applicant Tracking System interface. At the top, there are navigation tabs: My Account, My Jobs, Resumes, Applicants (selected), Diversity, Reports, and My Resources. Below these are search filters: a dropdown for 'All Active Jobs', a checkbox for 'My Jobs Only', a dropdown for 'Applied', and date fields for 'Start date' and 'End date'. There is also a search bar with the text 'Title, internal ref, last name, email' and a 'Search' button.

The main section is titled 'Applicants: Applicant Management' and shows '1 to 15 of 142' applicants. It includes navigation links for 'Previous' and 'Next', and a note 'Applicants per page: 15 | 25 | 50'. Below this is a table of applicants with columns for Rating, Ranking, Applicants / Candidates, Applied to / Source, Documents, and Stage / Activity.

Rating	Ranking	Applicants / Candidates	Applied to / Source	Documents	Stage / Activity
NR	0	Bernardy, Brandon (Block) applied: 7/2/2021 5:21 PM CST edu: High School or Equivalent exp: No Experience sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 2 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
NR	0	Haan, Sherry (Block) applied: 7/2/2021 12:04 PM CST edu: Some College exp: No Experience sal: not provided loc: Montevideo, MN	Universal Banker Float, Full-time indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
NR	0	Domeier, Hailey (Block) applied: 7/1/2021 7:15 PM CST edu: High School or Equivalent exp: 1 year sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
NR	0	Kosel, Paulette (Block) applied: 7/1/2021 7:09 AM CST edu: High School or Equivalent exp: 20+ years sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 2 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
NR	0	Kruse, McKenzie (Block) applied: 6/30/2021 11:42 AM CST edu: Associate Degree	Universal Banker indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note

- Streamlines candidate pipeline process and increases bandwidth
- Includes career site hosting
- Easy downloadable reporting

Diversity Branding

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Sort by: relevance - date

Scottsdale, AZ - [Voya Financial](#)

Senior Research Analyst - Senior Loan
billion in assets across Fixed Income, Senior Loans, Equit
IM Senior Loan Group, based in Scottsdale, AZ ... and Inst
an actively etc...
from [voya.com/careers](#) - 1 week 1 day ago


Milwaukee, WI - [Northwestern Mutual](#)

Senior Research Analyst - Consumer Insight
the role?Reporting to the Senior Director Consumer Insight
communicating the results to senior management as input
from [northwesternmutual.com](#) - 1 day 23 hours ago

is now part of

DiversityJobs diversity at work **Circa** Top Employers Job Fairs Articles Find Jobs Upload Resume Q ☰

WHOOOP®




We believe everyone has an inner potential. A potential to perform at their highest level. We believe this potential can be harnessed by uncovering secrets your body is trying to tell you.

WHOOOP is the first scientifically grounded performance optimization system worn by the most elite athletes in the world to positively change behavior and unlock peak performance. WHOOOP provides individuals, teams, and their coaches and trainers with a continuous understanding of strain and recovery to balance training, reduce injuries, and predict performance.

ABOUT WHOOP

Our **mission** at WHOOOP is to unlock human performance. We believe that every individual has an inner potential that can be enhanced through continuous monitoring. As such we've built a system across hardware, software, and analytics designed to collect and analyze the most important data on the human body.



At Harvard, I met with cardiologists and physiologists. I read over 300 medical papers because I became obsessed with understanding the human body. What I learned was amazing. There are

Latest jobs

- Android Engineer II (Community)**
Boston, MA
- Content Manager, Membership Services**
USA
- iOS Tech Lead (WHOOOP Labs Experience)**
Boston, MA
- Android Engineer II**
Boston, MA
- Account Executive, Higher Education & Athletics (Mid-Market)**
USA
- Sr. Sports Marketing Manager, Tennis**
Boston, MA
- Lead IT Support Specialist**
Boston, MA
- Membership Services Representative (Austin, TX) 3pm-11:30pm ...**
Austin, TX
- Membership Services Representative (Austin, TX)**
Austin, TX
- Information Security Officer**
Boston, MA

[View all jobs from WHOOOP](#)

- Company profile linked from your jobs in search results.
- We highlight your company, your diversity efforts, and latest jobs.
- You maintain full use of our Employer Member badge, provided at launch.

Diversity Branding

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- Social media promotion of your organization and job opportunities upon launch
- Integration with Google for jobs to attract targeted search engine traffic
- College & University partners including HBCUs and Hispanic Serving Institutions



Mr. Cooper's Dive
maintain a diverse
empowered to be
deliver upon their
Check out their op
jobs.../company:r



DiversityJobs | is now part of **Circa**
diversity at work

5 new software engineering jobs for you!

- Teladoc HEALTH** **Software Quality Assurance**
test, document, and report results of software development to allow our
Los Angeles, CA - **KPMG**
- KPMG** **Senior Associate, M&A**
(e.g., SaaS platforms, custom-built software development lifecycle)
San Francisco, CA - **Salesforce**
- salesforce** **Manager/Senior Manager/**
Manager/ Director / Senior Director of software engineering teams. You
San Diego, CA - **UC San Diego**
- UC San Diego** **Senior Software Engineer**
serves as Senior Architect and leads software development, highly com
Santa Clara, CA - **Akamai**
- Akamai** **Senior Lead Software Dev**
trillion interactions a day (HD Video software responsible for delivering
Pleasanton, CA - **Veeva Systems**
- Veeva** **Senior Software Engineer**
Software Engineer - Applications C about ... customer-facing software

College & University Partners

At DiversityJobs.com, we know firsthand the importance of engaging diverse professionals early in their careers. [College outreach programs](#) have been proven to be one of the most effective ways for an organization to foster diversity and inclusion and retain top talent.

DiversityJobs.com is proud to partner with the following colleges and universities who have shown a commitment to the advancement of students from underrepresented groups.



- + Aims Community College
- + Albany State University **HBCU**
- + Albertus Magnus College
- + Alcorn State University **HBCU**
- + American Public University System

Diversity Sourcing and Outreach Tools

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Diversity Sourcing

Resume database of ~2M candidates

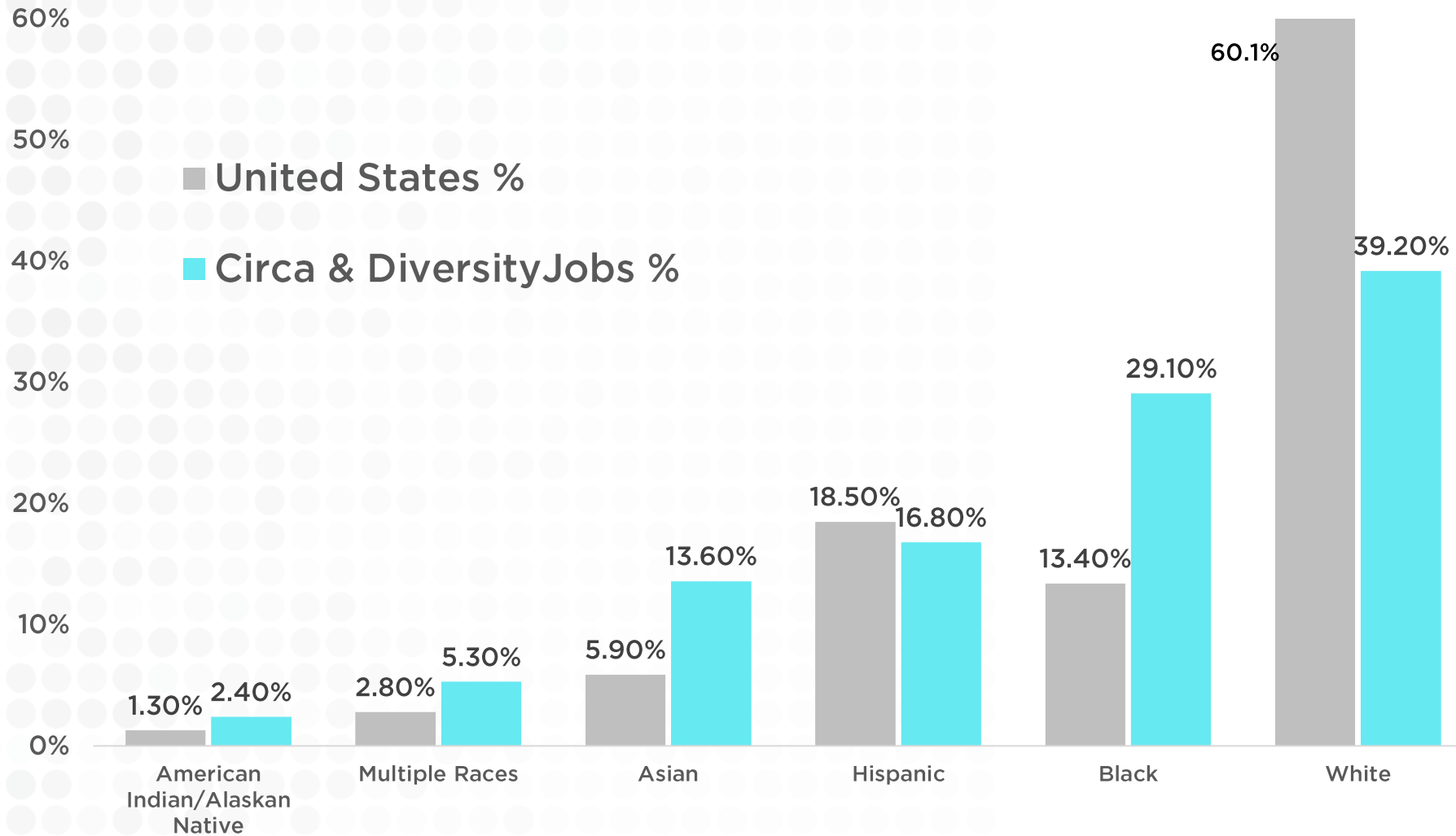
AI Sourcing Platform with ~160M underrepresented candidates sourced from more than 3,500 social network groups

Outreach Management System including 20,000 contacts to create more direct, meaningful relationships with local community organizations

The screenshot shows the Circa Employer Portal interface. At the top, it says "Employer Portal Circa Formerly LocalJobNetwork" and "Demo Account of OFCCP ATS Healthcare". Below this are navigation tabs: "My Account", "My Jobs", "Resumes", "Applicants", "OFCCP", "Reports", and "My Resources". A search bar is present with fields for "Contact name or email", "Organization name", and "City, state or zip code", along with a "within: Exact" dropdown and a "Search" button. A dropdown menu for "All Organization Types" is open, listing various categories such as "Government Compliance (GC)", "State Workforce Agencies", "Veterans", "Women", "Minorities", "People with Disabilities", "LGBTQIA+", "HBCUs", "One-Stop Centers", "Diversity Organizations", "ESDS (State Job Banks)", "OFCCP Directory", "Indigenous Peoples", "Military Spouses", "Older Workers", "Professional Groups (PG)", "Construction/Skilled Trades", "Universities and Colleges", and "Security-Cleared". Below the dropdown is a table of outreach organizations. The table has columns for "Outreach Organization Type", "Contact (click to suggest edit)", "Location", and "Activity". The table contains several rows of data, including "Teresa Lona" (Veterans), "Jenny Chamberlain" (Minorities), and "Ebony Washington" (State Workforce Agencies, Veterans, People with Disabilities).

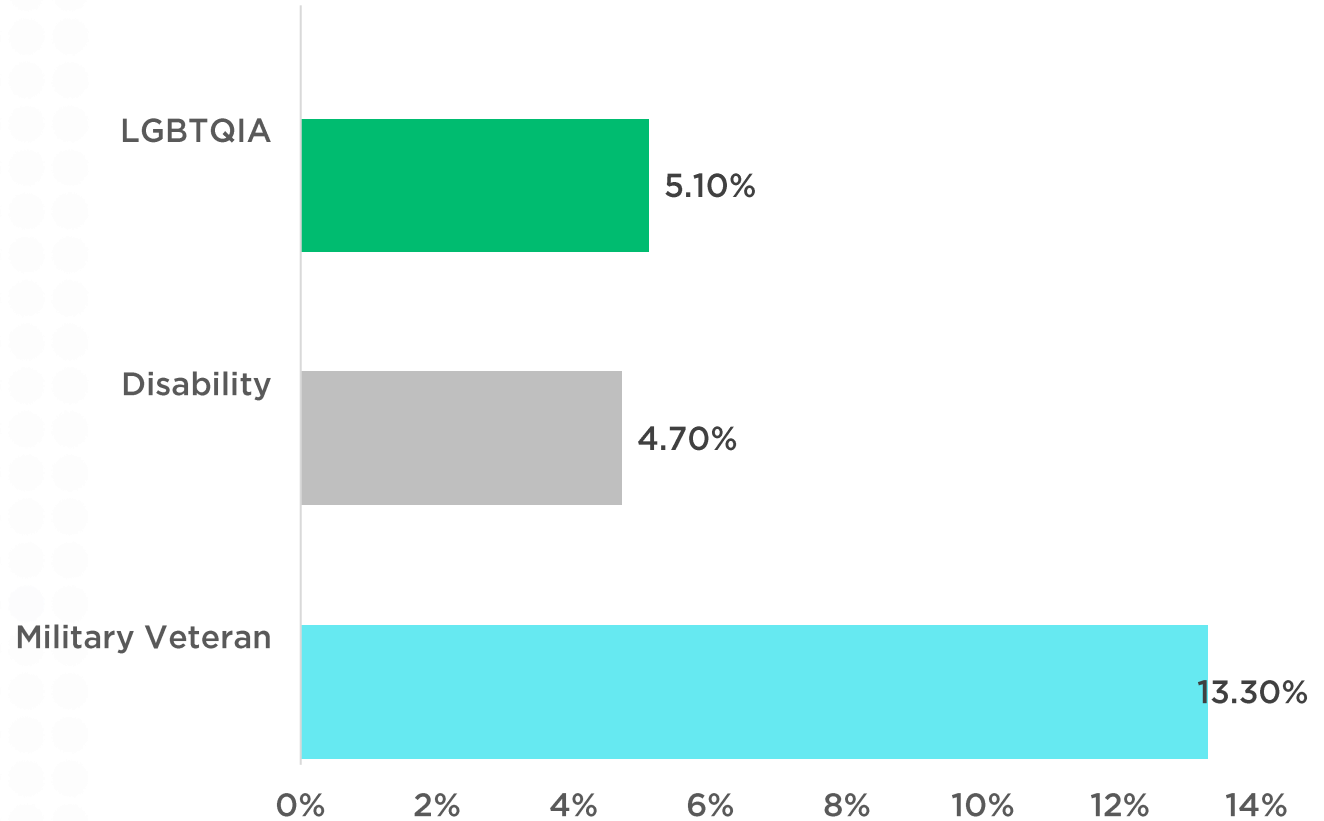
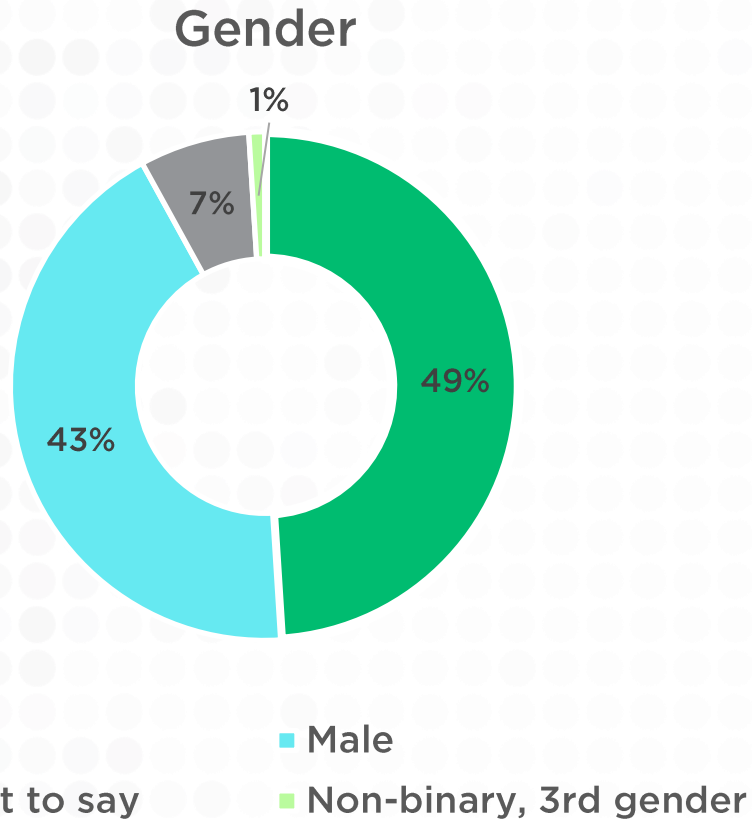
Outreach Organization Type	Contact (click to suggest edit)	Location	Activity
State Workforce Agencies	Tamika Miller tmiller@mcsareergroup.com 626-677-2606 All Contacts	264 East Monterey Avenue Pomona, CA 91767	Send Message Record Note Add Referral Give Feedback
Veterans	Teresa Lona teresa.l.lona.ctr@mail.mil 502-607-1594 All Contacts	100 Minuteman Parkway Frankfort, KY 40601	Send Message Record Note Add Referral Give Feedback
Diversity Organizations Minorities	Jenny Chamberlain hccadmin@hcc-sc.org All Contacts	3033 Cleveland Avenue #306 Santa Rosa, CA 95403	Send Message Record Note Add Referral Give Feedback
State Workforce Agencies Veterans People with Disabilities	Ebony Washington ebony.washington@illinois.gov All Contacts	4519 West Main Street Belleville, IL 62226	Send Message Record Note Add Referral

Network Demographics



Circa & DiversityJobs candidates exhibit much greater racial diversity than the general U.S. population, with People of Color making up nearly 2/3 of our job seekers.

Network Demographics



FACTOID: More than 70% of all Circa and DiversityJobs job seekers have college degrees.

Key Metrics

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1M

monthly
unique visitors

250K

candidates daily
job alert emails

2M+

resume database
candidates

90%

overall client
renewal rate

30%

average conversion rate of 'apply
click' to full application, *compared
to 12% industry average

PRICE DETAILS Diversity Subscription Membership

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

- [Redacted]
- [Redacted]

What Sets Us Apart?

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Personal attention

You have the full support of ONE dedicated account manager who will be available for ongoing account management, consultation, troubleshooting, and reporting.



Communication

We will go above and beyond to facilitate communication with you, your team, and your ATS to make sure your goals are understood and addressed.



Results

We pride ourselves on delivering highly-qualified, diverse applicants who turn into hires!



Customization

We customize our job scrape and publishing process with attention to your jobs, branding, and application process.



Flexibility

You may change your ATS next week or need analytics reports within the hour. We understand – and we'll accommodate you!



Dedicated Marketing

We tailor our marketing efforts to target job seekers with your industry, job function and requirements in mind.



Full Reporting

We are a data-driven company established to provide metrics on all results we are delivering to your jobs, and full documentation when necessary for compliance.

We look forward to
doing a great job for
your organization!



DiversityJobs.com

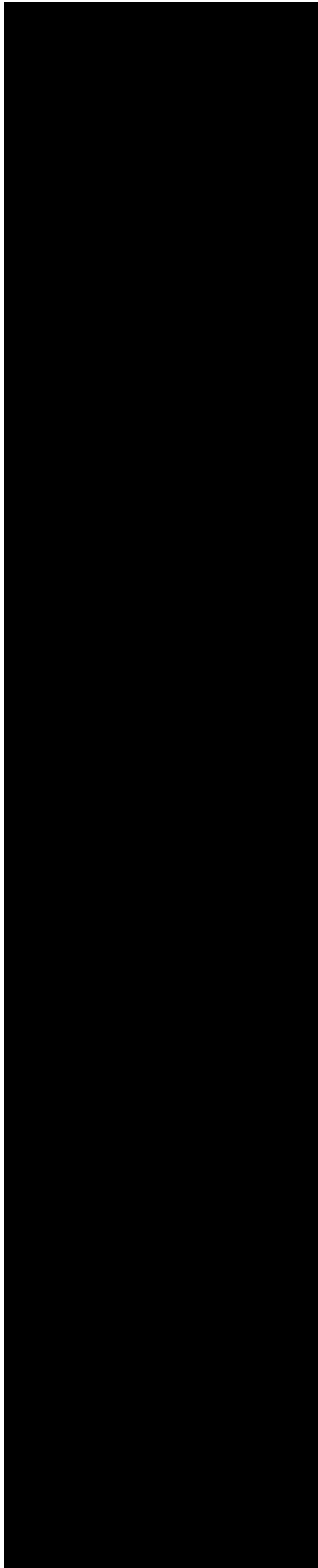
CircaWorks.com



CIRCA

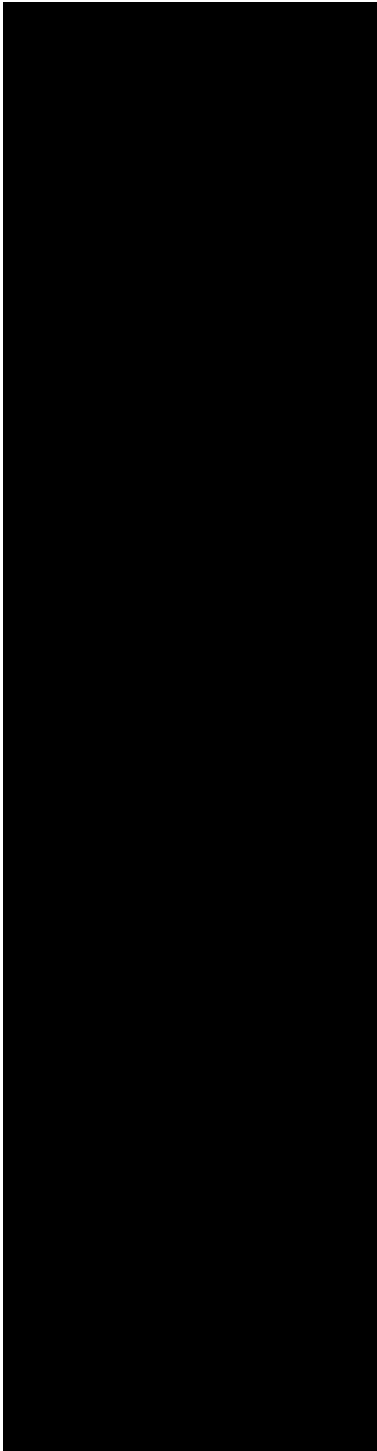
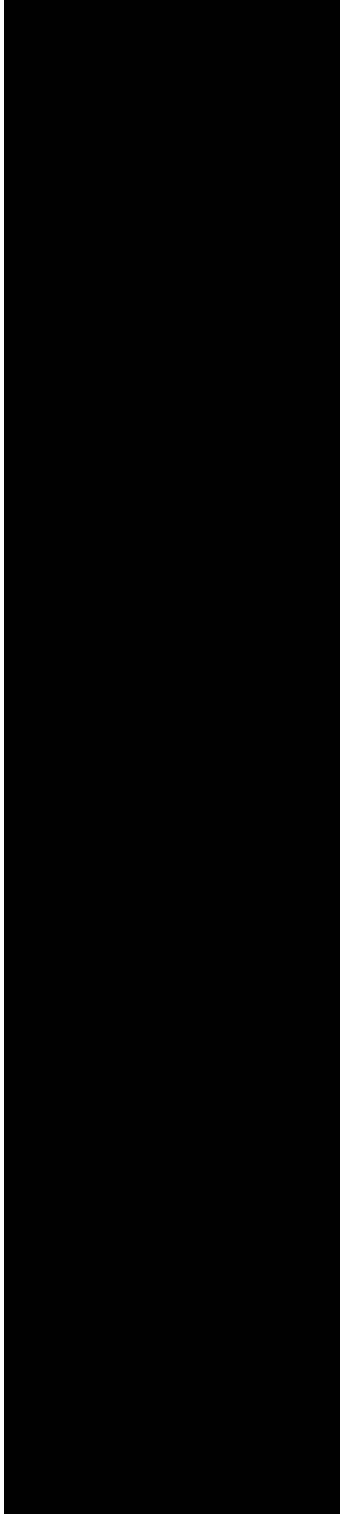
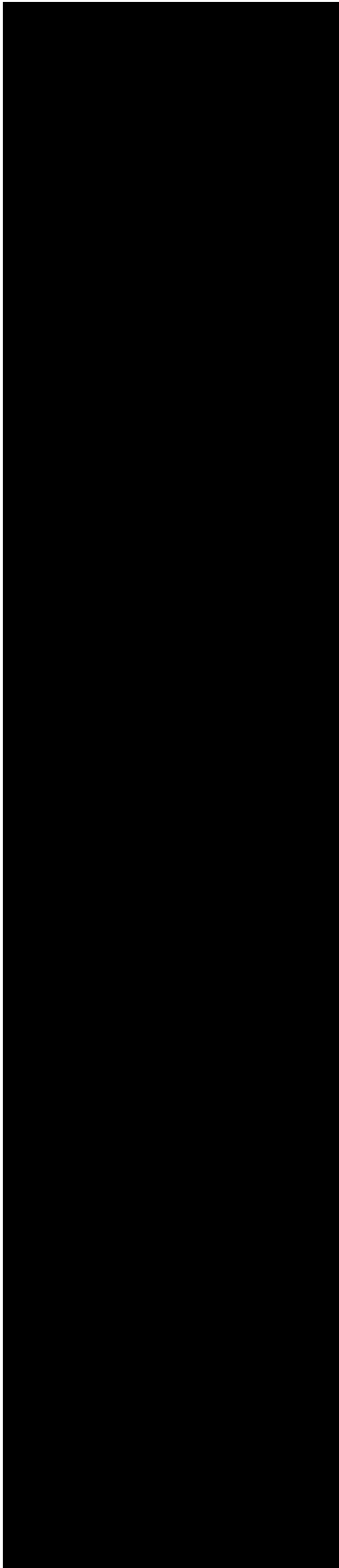
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Network of Local Employment & Diversity Sites



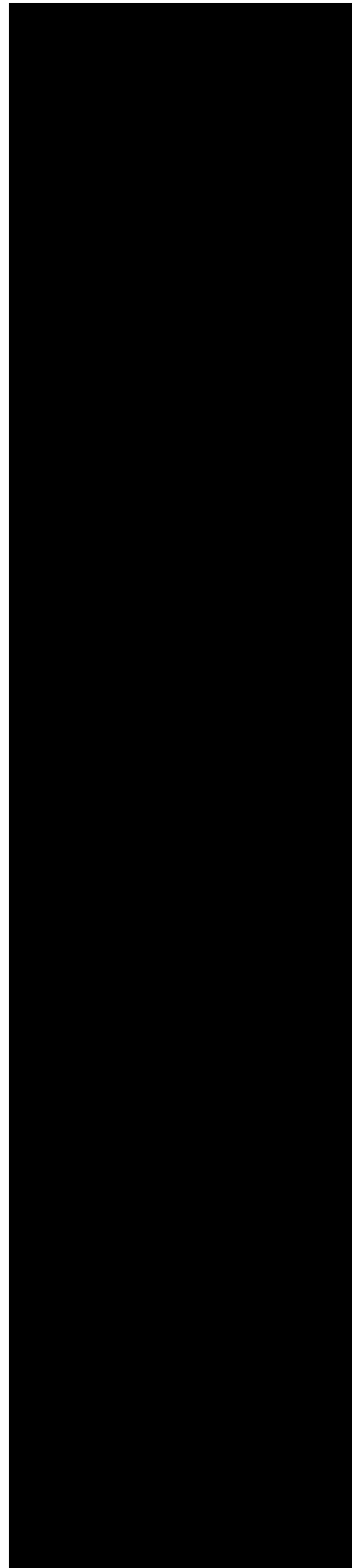
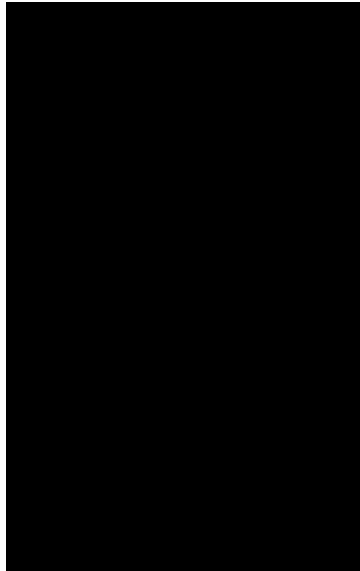
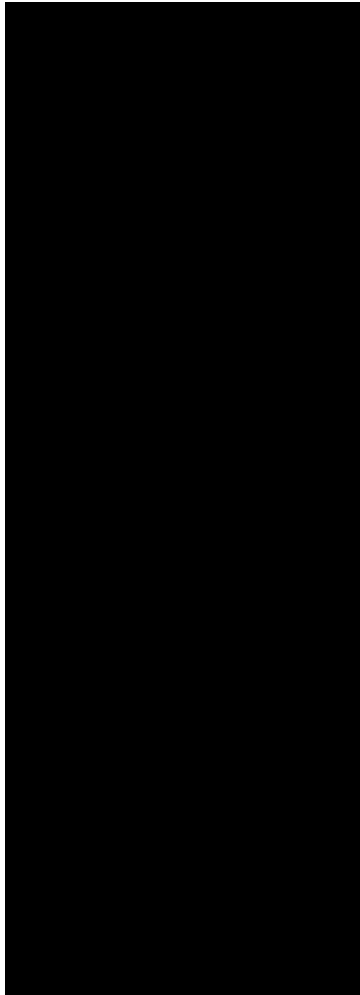
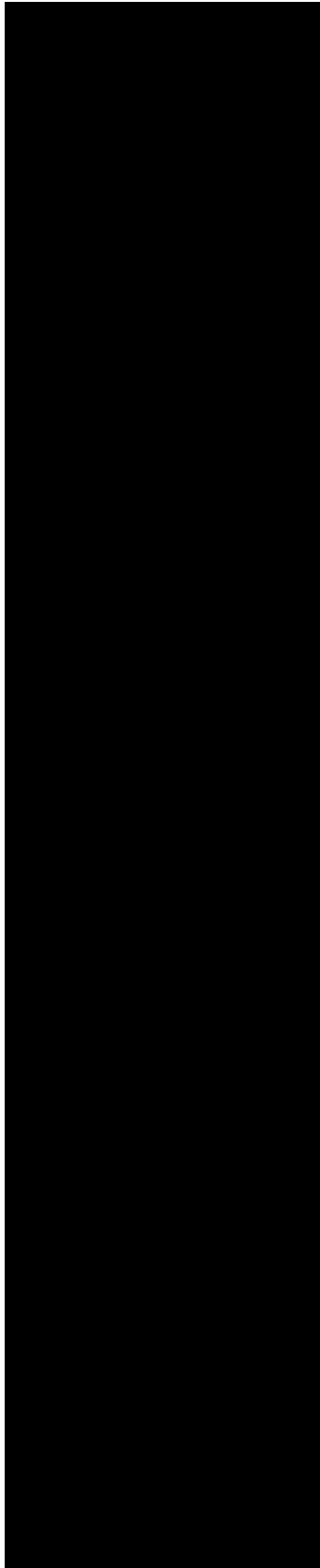


Network of Local Employment & Diversity Sites



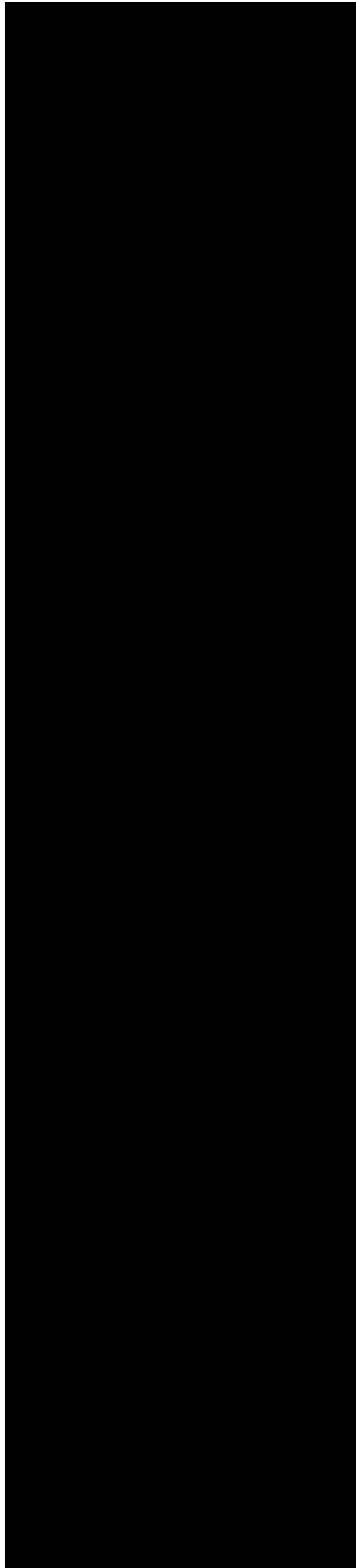
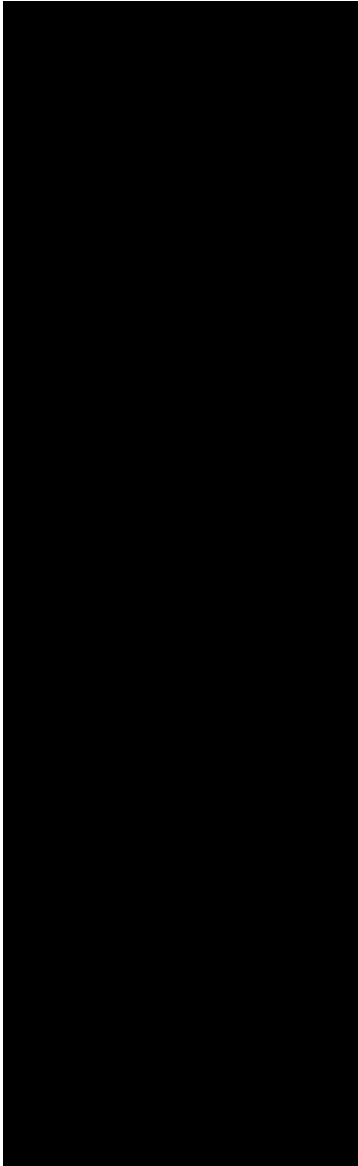


Network of Local Employment & Diversity Sites





Network of Local Employment & Diversity Sites



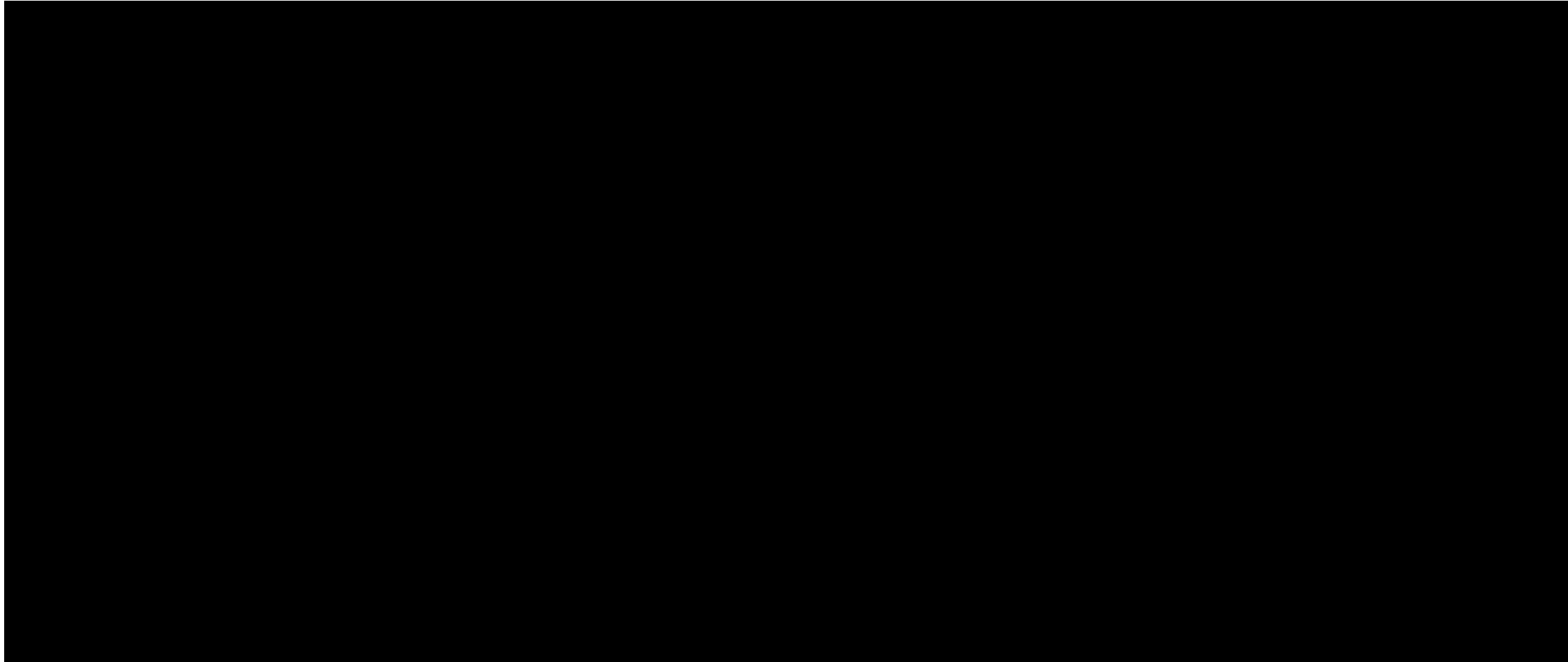
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System Overview

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C.2 PROJECTED REVENUE

Provide studies and projections for gross sports wagering revenue for each of the first five years of wagering operations on a best, average, and worst, case basis. The studies and information provided should include:

- a. Projected figures for sports wagering revenue and methodology used to arrive at these projections
- b. Projected figures for any non-sports wagering revenue and methodology used to arrive at these projections
- c. Projected figures for all tax revenue to the Commonwealth and methodology used to arrive at these projections

See attachments “C2-a_c-02 Revenue Projections CONFIDENTIAL.pdf” and “C2-a_c-02 Revenue Projections CONFIDENTIAL.xlsx”. [REDACTED]



BETMGM

in millions

BEST CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
c.2 (a) BetMGM GGR						
c.2 (c) Gaming Tax (20%)						

AVERAGE CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
c.2 (a) BetMGM GGR						
c.2 (c) Gaming Tax (20%)						

WORST CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
c.2 (a) BetMGM GGR						
c.2 (c) Gaming Tax (20%)						



BETMGM

C.2 PROJECTED REVENUE

Provide studies and projections for gross sports wagering revenue for each of the first five years of wagering operations on a best, average, and worst, case basis. The studies and information provided should include:

- d. Profitability of sports wagering operation (in-person & mobile) in other jurisdictions where the applicant is licensed
- e. History of operating performance versus revenue projections for the last five years for other jurisdictions where the platform is licensed – *includes documentation outlining the applicant's record of success or failure in meeting the performance objectives*

See attachments “C2-d_e-02 Performance v Projections CONFIDENTIAL.pdf” and “C2-d_e-02 Performance v Projections CONFIDENTIAL.xlsx”.



BETMGM

(\$M)	September		September	YTD Variance vs. Plan	
	FY 2021	YTD 2022	YTD 2022	\$	%
	Actual	Actual	Plan		
Digital Sports					
NGR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
Contribution Expenses	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
Contribution Margin	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
Retail Sports					
NGR	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
Contribution Expenses	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
Contribution Margin	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]



BETMGM

C.2 PROJECTED REVENUE

Provide studies and projections for gross sports wagering revenue for each of the first five years of wagering operations on a best, average, and worst, case basis. The studies and information provided should include:

- f.** Description of methods to ensure that revenues are maximized within the Commonwealth
- g.** Description of plans to compete with other nearby jurisdictions and to market to Massachusetts patrons

See attachments “C2-f_g-02 Marketing Plan CONFIDENTIAL.pdf” and “C2-f_g-02 Marketing Plan CONFIDENTIAL.pptx”.



Massachusetts Marketing Plan

November 2022

Estimated Marketing Budget – Full Year

- [REDACTED]
- [REDACTED]
- [REDACTED]
- An example of a yearly marketing spend is below broken out by month and by channel.

[REDACTED]

BetMGM Sports – Promotions Strategy

[Redacted text block containing multiple paragraphs and a bulleted list item]

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MGM/BetMGM Rewards

BetMGM & MGM Rewards

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

Earn whether you're in the BetMGM app or in one of over 20 MGM properties in Las Vegas & Nationwide.

Program Overview

EARN REWARDS EVERYWHERE YOU PLAY

As a BetMGM Rewards member, you're also automatically enrolled¹ into MGM Rewards, the loyalty program of MGM Resorts. Double up and stack those rewards high by earning both BetMGM Rewards Points and MGM Rewards Tier Credits for your online play at BetMGM.

Redeem Rewards Points for bonus credits toward sports, casino or poker play at BetMGM, or convert them into MGM Rewards Points redeemable for complimentary food and beverage, entertainment, hotel stays and more.

At the same time, earn Tier Credits to unlock new MGM Rewards Tiers for exclusive benefits, including waived resort fees, tickets to MGM Rewards concerts, room upgrades, and more at over 20 MGM Resort properties in Las Vegas and nationwide.



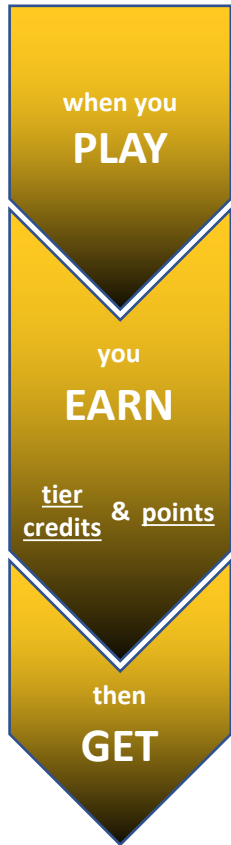
Point Earning & Tier Benefits

How Are MGM and BetMGM Interconnected?

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With our strategy of focusing on rewards and the joint value proposition, this chart distills key interrelationships

HOW DO I GET REWARDS?



<u>MGM Rewards</u> (20+ luxury resorts in Las Vegas and nationwide)	<u>BetMGM Rewards</u> (online in AZ, CO, DC, IA, IN, LA, MI, MS, NJ, NV, PA, TN, VA, VW, VY plus physical sportsbooks in many states)
Play slots, table games, stay, or dine at MGM Resorts nationwide ¹	Play online casino games, poker, or wager on sports in the BetMGM app, OR wager on sports at BetMGM Sportsbook locations nationwide
<p>Earn MGM Rewards Tier Credits when you play at MGM Resorts or online at BetMGM. Tier Credits track your progress toward unlocking new MGM Rewards tiers.</p> <p>Every MGM Rewards Tier you unlock entitles you to benefits across MGM Resorts and BetMGM. Unlock a new tier by playing at home with BetMGM, then enjoy the benefits of that tier when you visit MGM Resorts.</p>	
Earn MGM Rewards Points	Earn BetMGM Rewards Points
Redeem MGM Rewards Points for: hotel accommodations, dining, entertainment and more at over 20 MGM Resorts in Las Vegas and nationwide	Redeem BetMGM Rewards Points for: online free play OR transfer them into MGM Rewards Points

¹ or generate other qualifying non-gaming spend on hotel, food & beverage, etc. Visit mgmrewards.com for more details.

BetMGM : Earning Points Across All Products

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For MA: Only Sports Applicable

	Wager on the BetMGM App or BetMGM.com...	and Receive ² ...
Sports	\$100 in a Straight Bet ¹ ...	at least 20 BetMGM Rewards Points (or even more, with longer odds) and 20 Tier Credits
	\$100 in a Parlay ¹ ...	at least 50 BetMGM Rewards Points (or even more, with longer odds) and 50 Tier Credits
Casino*	\$100 in Regular Slots and Instant Win Games...	up to 20 BetMGM Rewards Points and 20 Tier Credits
	\$100 in Progressive Jackpot Slots...	up to 10 BetMGM Rewards Points and 10 Tier Credits
	\$100 in Live Table Games, like Baccarat, Blackjack, Craps, Roulette, Live Casino Slot Games and Video Poker...	up to 4 BetMGM Rewards Points and 4 Tier Credits
Poker*	Pay \$100 in Cash Game Rake...	up to 500 BetMGM Rewards Points and 500 Tier Credits
	Pay \$100 in Tournament Fees...	up to 500 BetMGM Reward Points and 500 Tier Credits

¹ At -110 odds for a straight bet and +300 for a parlay. Sports wagers can award BetMGM Rewards Points and Tier Credit earnings at higher or lower rates based on the odds selection, type of bet and wager amount

² Earning rates can vary based on wager, jurisdiction and/or game played

BetMGM Rewards: Tier Benefit List

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Revised benefit tables for main loyalty landing page emphasize tier benefits in the loyalty value proposition

BetMGM Rewards: Tier Benefits List	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
MGM Rewards: When you play with BetMGM, you also become a member of MGM Rewards, the loyalty program of MGM Resorts!	X	X	X	X	X
Tier Credits: Whether you play at over 20 MGM Resorts nationwide or BetMGM from your mobile phone, you earn Tier Credits toward elite status at MGM and BetMGM for more benefits!	X	X	X	X	X
Access to MGM offers for free or discounted room nights at MGM Resorts via your MGM Rewards account (based on play levels)	X	X	X	X	X
Earn BetMGM Rewards Points that can be redeemed for BetMGM online bonuses or converted to MGM Rewards Points	X	X	X	X	X
BetMGM Rewards Birthday Free Bet: Members receive a free bet on their birthday ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Anniversary Free Bet: Members receive a free bet on the anniversary of their first real money bet ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Point Bonus on BetMGM Rewards Points earned via BetMGM play ²		10%	20%	30%	40%
Access to Premium Customer Support			X	X	X
Expedited window service at MGM Resort-based BetMGM Sportsbooks ³				X	X
Access to Dedicated VIP Host for BetMGM					X

¹ In order to be eligible to receive a BetMGM Anniversary Free Bet or BetMGM Birthday Free Bet, you must have at least \$1 in real money wagers within the last 365 days at BetMGM. Member accounts that do not meet this requirement are ineligible for this benefit. The BetMGM Birthday Free Bet is issued on your birthday of record. The BetMGM Anniversary Free Bet is issued on the anniversary of your first wager with BetMGM. Members who have not created an account via the BetMGM app or at BetMGM.com will not be eligible for this benefit. Accounts created in Nevada are ineligible for this benefit. BetMGM is not responsible for errors in the birthday or anniversary date. BetMGM reserves the right, at its sole discretion and without notice, to modify the terms under which this benefit is offered, disqualify player eligibility from this benefit, or revoke this benefit.

² This bonus is automatically awarded for each wager

³ Subject to availability by property

Select MGM Rewards Benefits

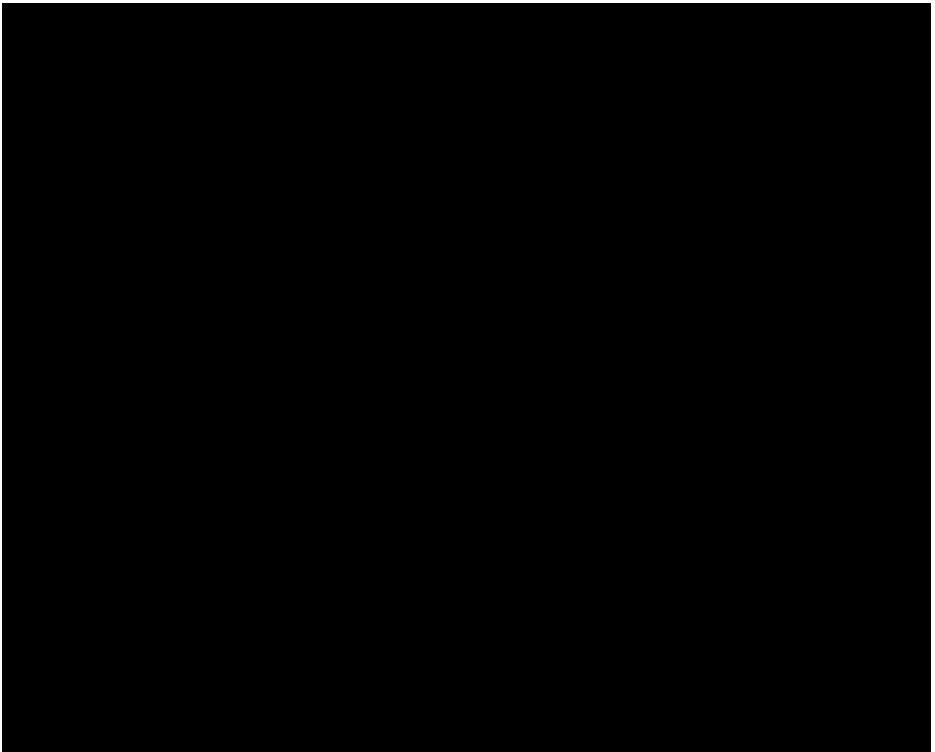
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A sample of benefits offered at various tiers reinforces the unique joint value proposition offered by MGM and BetMGM

MGM Rewards: Select Benefits	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
Earn MGM Rewards Points when you play, stay, and dine at all MGM Rewards destinations	X	X	X	X	X
Complimentary Tickets to Select Exclusive MGM Rewards Concerts in Las Vegas		X	X	X	X
Exemption from MGM Reward Point Expiration: MGM Rewards Points and Slot Dollars do not expire due to inactivity		X	X	X	X
Complimentary Self-Parking (subject to availability)		X	X	X	X
Complimentary Valet Parking at Participating MGM Rewards destinations (subject to availability)		X	X	X	X
Resort Fee Waived when booking direct			X	X	X
Complimentary enhanced room upgrade at check-in, based on availability (e.g. view rooms, high floor, etc.)			X	X	X
Tier Achievement Celebration Dining Experience for qualifying members			\$100	\$200	\$500
Complimentary Early Check-in upon request (1:00 PM based on availability, 24-hour notice required)				X	X
Complimentary Late Check Out (4:00 PM based on availability)				X	X
Air Travel Credit to Las Vegas once a year for qualifying Platinum and NOIR members				Up to \$600	Up to \$1,200
One Advanced Suite Upgrade in Las Vegas per year, up to 3-night stay				X	X
Expedited access to Valet/Taxi				X	X

Massachusetts Advertising Media Strategy

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



Massachusetts Advertising Plan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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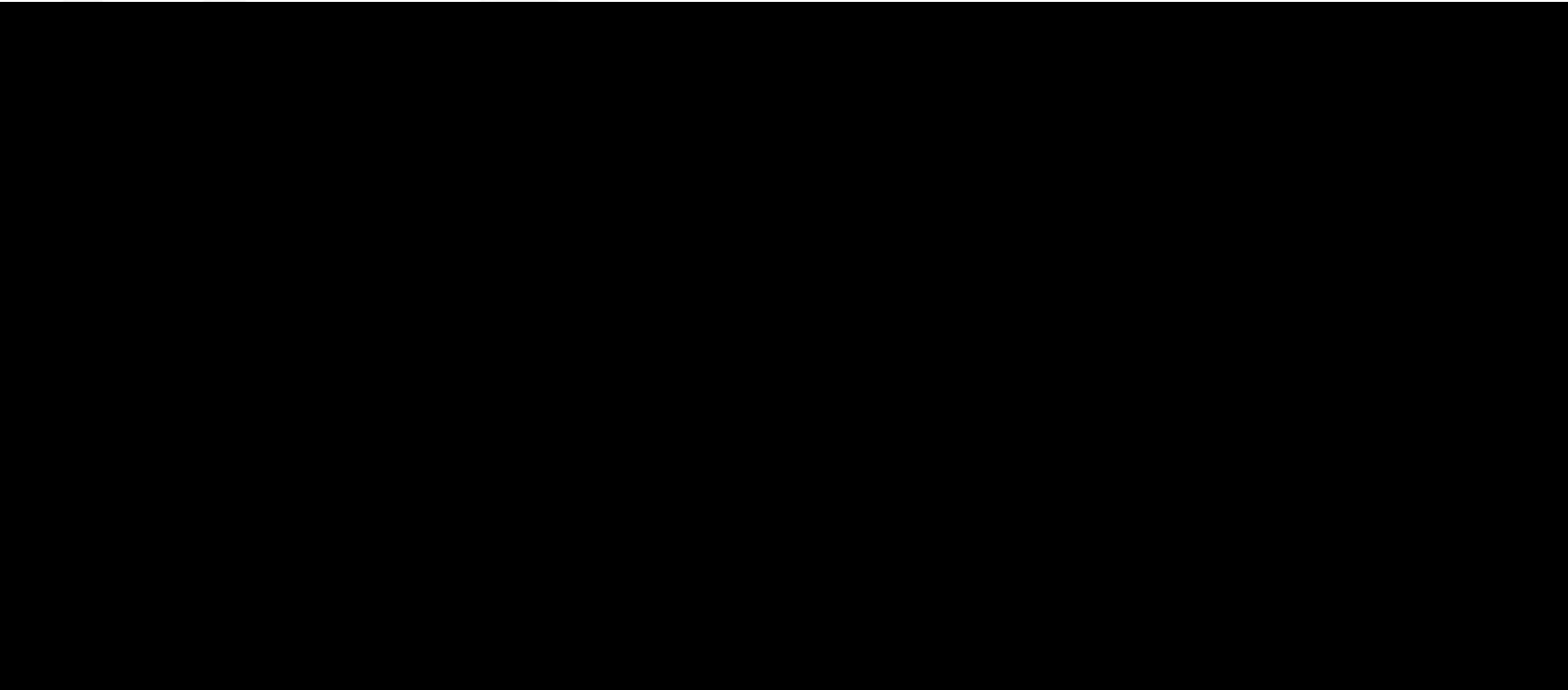
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[REDACTED]

[REDACTED]

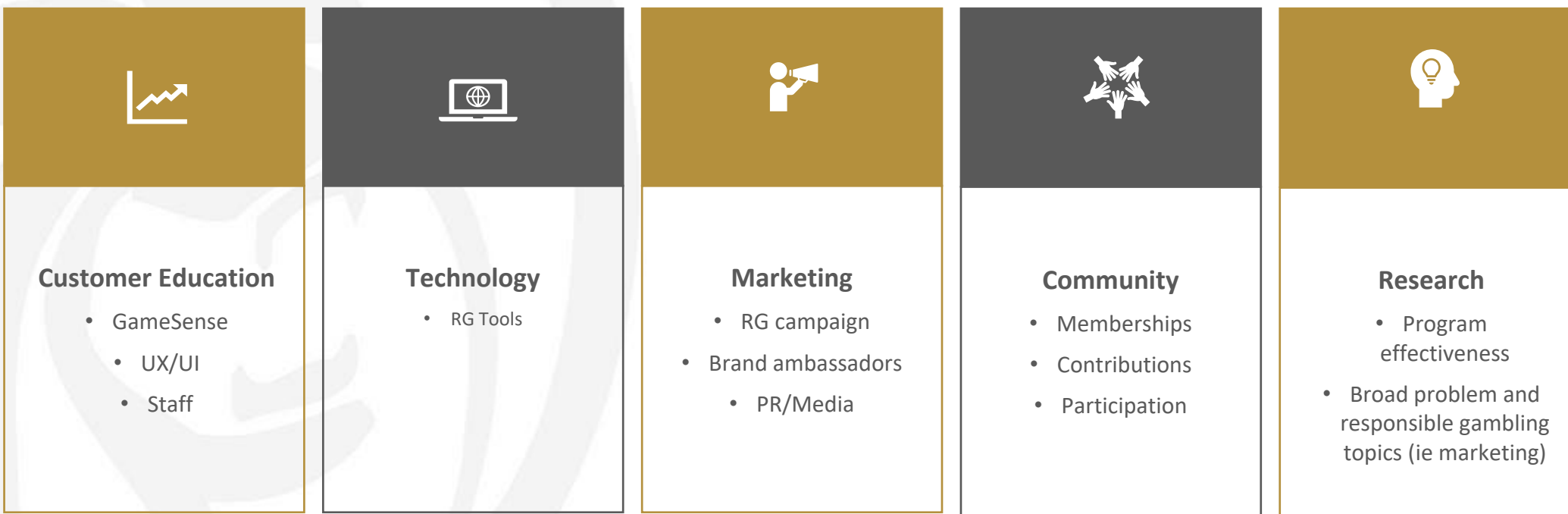
[REDACTED]

[REDACTED]



Responsible Gambling Plan

BetMGM's approach is to tap into institutional expertise, technology, external relationships, and evidence-based practices to be an industry leader in responsible gaming and provide every customer with the opportunity to be well informed, supported, and empowered to gamble responsibly.



Responsible Gambling Plan

Customer Education

- Leverage GameSense within UI in a manner that is easy to find and understand
- Continued use of BetMGM staff to support customers with questions and/or seeking assistance

Technology

- Make aware RG Tools available (e.g. time, deposit and wager limits)

Marketing

- All new registrants to receive a GameSense welcome email
- Provide RG information on website
- Omni-channel approach to deliver effective RG messaging, including use of RG disclaimers across all ads
- Potential use of brand ambassadors to add reach/impact of messaging

Community

- Nurture current relationships
 - Platinum members of National Council on Problem Gambling, serving on NCPG and Nevada Problem Gaming Committees. Participate in American Gaming Association's Responsibility Committee; AGA Have A Game Plan partner
- Have a presence with problem gambling stakeholders in each jurisdiction

Research

- Implementing 2-year study with The International Center of Responsible Gaming

Converting Customers from Illegal books

As an operator fully committed to strictly legal sportsbook activity, we have a vested interest in ensuring consumers are made aware of the risks and illegalities of wagering with unlicensed and or grey market entities. Our consumer obligation manifests in multiples strategies listed below in point form for concision.

- Use of paid search to bid against terms associated with said entities and focused on messaging that highlights the legal status of BetMGM versus the terms being served against.
- Social media messaging and targeting users following the pages etc. of said entities aimed at ensuring they as consumers are aware that legal and responsible options are available via operators such as BetMGM.
- SEO content aimed at providing informational resource to consumers ensuring they are aware that legal and responsible options are available via operators such as BetMGM and that the use of unlicensed and or illegal entities is a federal offence.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**BETMGM****C.5 COMMUNITY ENGAGEMENT**

Provide a thorough description of how the Applicant will contribute to economic & business development, tourism & community relations, and the promotion of charitable causes in the Commonwealth. Including:

- a. Creating partnerships for any community, economic development, and tourism opportunities with local or regional entities including but not limited to the Massachusetts Office of Business Development, Chambers of Commerce, Regional Tourism Councils, and the Massachusetts Marketing Partnership
- b. Plans, measures, and steps the applicant intends to take to avoid any negative impact on the revenues currently generated by the Massachusetts State Lottery, including cross-marketing strategies and increasing ticket sales
- c. Promoting local businesses, including restaurants, hotels, and retail outlets
- d. Cross-marketing with live entertainment venues and/or attractions
- e. Supporting any community enhancements being incorporated at the local level
- f. Highlighting unique business and marketing strategies to draw new revenues from new customers

BetMGM will be working closely with our partners at the MGM Springfield resort to build on and add to the longstanding partnerships the resort maintains with local and regional community groups, tourism, economic development organizations as well as various third party stakeholders. The resort works closely with the Springfield Regional Chamber of Commerce, the Economic Development Council of Western Massachusetts, the Springfield Business Improvement District, the Greater Springfield Convention & Visitors Bureau, and other organizations to regularly collaborate on issues and campaigns including workforce development, community engagement and cross marketing initiatives to collectively drive tourism to downtown Springfield and the region.

MGM Springfield includes several local businesses in their comp program and/or support through their corporate purchasing processes. Examples include Hannoush Jewelers and Walhburgers Restaurant by comping directly to these outlets, as well as allowing guests to redeem their MGM Rewards points at both. They also incorporate a Standard Purchasing Program with local businesses, from their dry cleaner to their niche in-room amenities, to local micro brews that take part in resort VIP events. BetMGM looks forward to the opportunity to engage with these local business partners and further the established relationships, as well as developing new relationships as opportunities arise.

BetMGM will also work with MGM Springfield, who has partnerships with many local nonprofit and community groups, not only to provide financial support, but assist with volunteer hours. Donations and volunteerism are also supported with earned media initiatives. MGM Springfield has ongoing relationships with local chapters of national organizations including the Boys & Girls Club, The United Way, Habitat for Humanity and Dress for Success, and also supports many local grass roots organizations including the Food Bank of Western Mass, Link to Libraries, Center for Human Development, YWCA, and the Open Pantry Community Services, among others.

With respect to the local lottery, BetMGM's expansion into Massachusetts will have the effect of expanding the legal gambling industry within the state rather than cannibalizing the revenues from the Massachusetts State Lottery. By expanding legal gambling offerings within the state, the



BETMGM

residents of Massachusetts will no longer be forced to travel to a neighboring state in order to legally gamble. This will keep individuals interested on legally gambling within the state of Massachusetts, and will ultimately have a positive impact on the Massachusetts State Lottery.

All marketing efforts made by BetMGM within the state of Massachusetts are specific to mobile sports wagering. The product offering is entirely distinct from that which is offered by Massachusetts State Lottery. At this time, BetMGM does not have a commercial relationship with the Massachusetts State Lottery that would produce significant partnership and collaboration.



**CERTIFICATION OF FILING AND PAYMENT OF FEDERAL AND STATE TAXES
(SPORTS WAGERING OPERATORS)**

The Investigations and Enforcement Bureau of the Massachusetts Gaming Commission requires that the Applicant and each qualifying entity submit this Certification.

I, as the duly authorized representative of the Applicant or qualifying entity, do hereby certify that after inquiry and to the best of my knowledge and belief, that: [Check all boxes that apply.]

1. The Applicant or qualifying entity has filed all U.S. Federal and State tax returns required during the 5 years preceding the application; AND
2. The Applicant or the qualifying entity has not been notified of any unpaid U.S. Federal or State tax assessment for which liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service or state Department of Revenue, and is not in default;

OR

3. The Applicant or qualifying entity is not required to file U.S. Federal tax returns because [please explain reason(s), for example, taxes are filed in a non-U.S. jurisdiction]. Please provide specifics below:

Signature of Authorized Certifying Official

11/8/22
Date

Alan Greenblatt. CEO
Printed Name and Title

BetMGM, LLC
Name of the Applicant



SPORTS WAGERING OPERATOR CERTIFICATION REGARDING SUITABILITY OF APPLICANT AND QUALIFIER

The Investigations and Enforcement Bureau of the Massachusetts Gaming Commission requires that the Applicant and each Qualifier submit this Certification.

Section 1 FOR THE APPLICANT FOR OPERATOR LICENSE:

I, as the duly authorized representative of the Applicant for the Operator License, do hereby certify under the pains and penalties of perjury that to the best of my reasonable knowledge and belief, the Applicant and all of the individuals and entities designated as Qualifiers for the application are suitable to hold a license pursuant to M.G.L. c. 23N, §§ 5, 6, and 9(a), and 205 CMR.

Signature of Authorized Certifying Official: _____

Date: 11/8/22

Printed Name and Title: _____

Adam Greenblatt, CEO

Name of Applicant for Operator License: _____

BetMGM, LLC

Section 2 FOR EACH QUALIFIER:

I understand that the Massachusetts Gaming Commission may deny an application for a Sports Wagering License or revoke a Sports Wagering License if the Applicant or Qualifier has willfully, knowingly, recklessly, or intentionally provided false or misleading information to the Commission.

I certify that to the best of my reasonable knowledge and belief, the Qualifier named below is suitable to hold a license pursuant to M.G.L. c. 23N, §§ 5, 6, and 9(a), and 205 CMR.

Signature of Individual Qualifier: _____

Date: 11/8/22

Printed Name and Title: _____

Adam Greenblatt, CEO

Name of Applicant for Operator License: _____

BetMGM, LLC

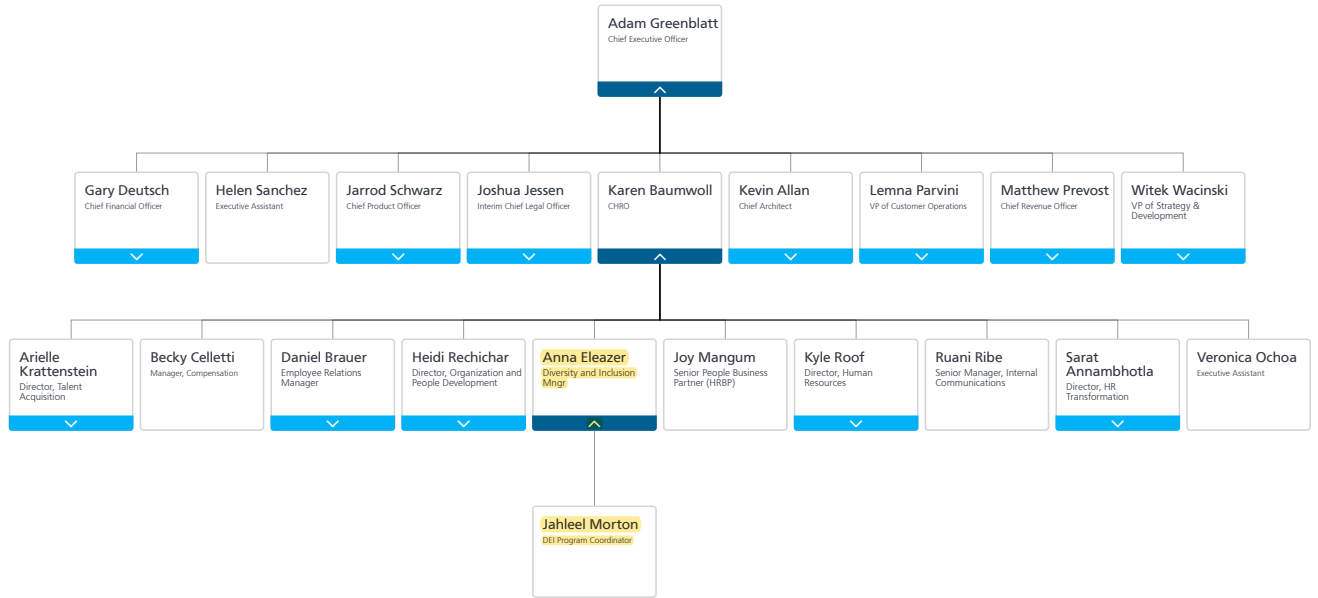


BETMGM

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

- a. Applicant's current diversity, equity, and inclusion team – *please include the name and title of those individuals currently identified as part of the diversity, equity, and inclusion staff/team, as well as a copy of their location on the applicant's organizational chart*

See attached "D1-a-02 DEI Org Chart CONFIDENTIAL.pdf".



*Highlighted = DEI Team



BETMGM

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

- b.** Applicant’s workforce diversity, equity, and inclusion policy

See attached “D1-b-02 DEI Policy CONFIDENTIAL.pdf”.

BETMGM DIVERSITY PLAN

DATED: NOVEMBER 4, 2022

CONTENTS

- I. Policy Statement
- II. Responsibilities for Implementation
 - A. Employment
 - B. Purchasing
- III. Dissemination of Diversity Plan
 - A. Internal Dissemination
 - B. External Dissemination
- IV. Complaint Procedures
- V. Vacancies
- VI. Diversity in Procurement
- VII. Statement regarding Annual Report

I. Policy Statement

BetMGM, LLC (the "Company") is a Delaware limited liability company. Each MGM Resorts International ("MGMRI") and GVC Holdings PLC ("GVC") indirectly own 50% of the Company.

MGMRI and its subsidiaries are committed to providing equality of opportunity in employment, and MGMRI has pioneered a voluntary Diversity & Inclusion initiative in the gaming and hospitality industry since 2000 that is implemented at all levels of the MGMRI organization. MGMRI is proud of its employment diversity. As of December 31, 2018 MGMRI's domestic U.S. workforce numbered 71,107 employees — of whom 68.73% are minorities and 50.87% are females. In addition, as of that date, 43.85% of its managers are female, and 44.61% of its managers are minorities. MGMRI also is committed to full compliance with the Immigration Reform and Control Act and does not discriminate on the basis of immigration status.

As one of the world's largest and most successful betting and gaming companies, GVC aims to meet the highest standards in everything it does, from the way it runs its business and manages its financial affairs, to how it supports its people, customers and the communities in which it works. To that end, GVC has adopted corporate policies on Equality, Diversity & Inclusion, as well as Bullying, Harassment & Victimization.

As required by the regulations of the Gaming Control Board, the Company has adopted this Diversity Plan to ensure that all persons are accorded equality of opportunity in employment and contracting by the Company, its contractors, subcontractors, assignees, lessees, agents, vendors and suppliers. The Company shall comply with all federal, state

and local statutes governing non-discrimination in its employment and business practices. This includes but is not limited to discrimination on the basis of age, race, sex, gender, color, religion, national origin, sexual orientation, gender identity, transgender status, disability or any other basis prohibited by law in the operation of the Company's procurement practices.

In the employment arena, MGMRI strives to establish leadership teams that are representative of the communities in which it operates.

Further, with respect to work environment, MGMRI has adopted the following policy, which policy is applicable to the Company and has been adopted by the Company in all respects:

Policy Statement

MGM Resorts International is committed to a lawful and harmonious work environment that fosters respect for the humanity and dignity of all persons. MGM Resorts therefore prohibits workplace discrimination, harassment or retaliation based on any classification or condition that is protected by law. This Policy Statement shall apply to each of MGM Resorts' domestic and foreign subsidiaries and affiliated companies, and all of such companies' personnel (including hourly, salaried, supervisory, managerial and executive regardless of title or position) shall adhere to the principles of this Policy in compliance with all applicable federal, state and local laws, rules and regulations.

Employees shall not subject other employees, company guests, customers, or vendors, or their employees or representatives, to any form of discrimination or harassment based on sex, race, color, national origin, ancestry, age, religion, veteran status, disability, perceived disability, sexual orientation, union affiliation, genetic information, gender identity or expression, transgender status or any other status or classification protected by law. All employees are required at all times to exhibit respect, professionalism and reasonable judgment in their

communications with and conduct toward all other persons in our workplace.

Employees likewise shall not retaliate against another employee or individual based on his/her good faith exercise of the legal right to complain through established methods about discrimination or harassment, or an employee's cooperation or participation in the investigation of a complaint of discrimination or harassment.

H. Responsibilities for Implementation

While every employee is responsible for complying with the above Policy Statement, primary and ultimate responsibility will reside with the Chief Human Resources Officer of the Company and his or her delegees.

A. Responsibilities with respect to employment include, but are not limited to:

1. Ensuring that all employees are aware of the requirements of the above Policy Statement;

2. Dissemination of the Policy Statement as set forth in Article III of this Diversity Plan;

3. Maintaining accurate records regarding implementation of the personnel aspects of this Diversity Plan, including, employment data on minority and women representation in the workforce in all job classifications, salary information, recruitment and training information, including executive and managerial level recruitment and training and retention and outreach efforts. In doing so, the Chief Human Resources Officer shall use the ethnic/racial categories identified in employer survey reports that are required by the United States Equal Employment Opportunity Commission.

- B. Responsibilities with respect to purchasing include, but are not limited to:
 - 1. Educating employees in the Procurement Department of the purchasing requirements of this Diversity Plan;
 - 2. Implementing the purchasing aspects of this Diversity Plan;
 - 3. Administering the purchasing aspects of this Diversity Plan;
 - 4. Providing support and assistance to other employees in the implementation of the purchasing aspects of this Diversity Plan; and
 - 5. Ensuring that managers and supervisors in the Procurement Department carry out their purchasing duties in accordance with this Diversity Plan.

III. Dissemination of Diversity Plan

A. Internal Dissemination.

The Company will disseminate this Diversity Plan internally by providing a copy of the Policy Statement or otherwise making the Policy Statement language available to each new and existing employee.

B. External Dissemination.

The Company will disseminate this Diversity Plan externally, by:

- 1. Stating in all advertisements or solicitations for employment that the Company is an "Equal Opportunity Employer"; and
- 2. When appropriate, providing notice to vendors on the list of certified minority and women's enterprises maintained by the Gaming Control Board of solicitations for the purchase of goods.

IV. Complaint Procedures

The Company maintains a policy strictly prohibiting sexual harassment and harassment due to race, color, gender, religion, age, national origin or ancestry, disability, veteran status, sexual orientation, transgender status, or any other basis protected by federal, state, or local law. This policy applies to all persons involved in the operations of the Company and prohibits such harassment by any employee of the Company including supervisors and co-workers, customers, or vendors. All such harassment is prohibited under this policy and will not be tolerated. The Company is committed to taking all reasonable steps to prevent harassment from occurring.

Examples of harassment due to sex, race, color, religion, sex, age, national origin or ancestry, disability, veteran status, sexual orientation, or transgender status are found in the Company's Policy Against Discrimination, Harassment and Retaliation. Such prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit.

As explained in the Company's Policy Against Discrimination, Harassment and Retaliation, any employee or other individual, regardless of position, who believes that he/she has been subjected to discrimination, harassment, sexual harassment or retaliation, who has witnessed another employee or person in the workplace being subjected to such prohibited conduct, or otherwise becomes aware of such conduct, is required to promptly report the matter to any one or more of the following:

- A Supervisor
- Human Resources Business Partner, Vice President of Human Resources, or any other member of the Human Resources Department, including the Chief Human Resources Officer
- Corporate Employee Relations/Labor Relations Center of Excellence (COE)

- Corporate Security
- Any legal counsel in the Office of the General Counsel

Employees may also report their concerns via the Company's EthicsPoint Hotline, which is maintained by a third party and allows for anonymous reporting of concerns. In addition, employees may report concerns by email to employeeconcerns@mgmresorts.com.

All supervisors and managers must immediately report any complaint (formal or informal) he/she receives of discrimination, harassment or retaliation, or any such incidents the supervisor/manager observes or otherwise becomes aware of, to their Human Resources Department, any legal counsel in the Office of the General Counsel, or Corporate Security.

The Human Resources Department, or another individual or entity designated by it, or the Office of the General Counsel shall promptly investigate all reported claims of discrimination, harassment and/or retaliation. The investigation may, but will not necessarily, include meeting with the individuals involved, including any witnesses or other persons who may have relevant information, reviewing documents, and gathering appropriate information pertaining to the event or events reported. The Human Resources Department or the Office of the General Counsel and designated investigators will attempt to maintain the confidentiality of the complaint and investigation to the extent reasonably possible and appropriate, but cannot guarantee absolute confidentiality. Employees who submit discrimination, harassment or retaliation complaints are urged to themselves maintain the confidentiality of such matters.

The Company will be the sole and final decisionmaker as to whether the conduct complained of violates this Policy. If an investigation confirms that an employee has committed discrimination, harassment or retaliation, the Company will take corrective action, including the imposition of appropriate discipline, up to and including immediate termination of the offending employee(s).

The Company will advise the complainant (employee who submitted the complaint) of the conclusion and results of the investigation, to the extent appropriate any remedial or corrective action, and any other information that the Company deems relevant.

The Company prohibits any form of retaliation against an employee who brings a complaint of discrimination, harassment or retaliation, or who cooperates in the Company's investigation of such a complaint. If after the conclusion of a complaint matter, the complainant or anyone involved in the matter believes that he/she has been retaliated against as a result of the complaint or investigation, the employee or individual should immediately report the concern to the Human Resources Department.

If an investigation results in a finding that the complaining employee falsely accused another person of discrimination, harassment or retaliation knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination of employment.

V. Advertisement of Vacancies

The Company is an equal opportunity employer and makes employment decisions on the basis of experience and skill set. In accordance with applicable law, the Company prohibits discrimination based on race, color, religion, sex, age, national origin or ancestry,

disability, veteran status, sexual orientation, transgender status, or any other consideration protected by federal, state, or local laws.

The Company is committed to hiring outstanding individuals who reflect diverse backgrounds, and who have the qualifications, values and potential necessary to achieve the Company's goals. It is important that the Company's employees are informed of and given a reasonable opportunity to apply for vacancies within the Company. All internal vacancies will be posted online and in accordance with the Company's Job Posting and Diversity Slate Policy. All vacancies must list current job description along with position requirements.

The Company's managers should take into consideration employee development and workforce planning opportunities when presenting a vacancy. If a newly created position is advertised, it is an excellent opportunity to give a current employee the chance to advance within the Company. The Company is prepared to consider for advancement any interested and qualified applicant enthusiastic about growing within the organization.

Vacancies may be advertised externally on the Company website. In addition, vacancies may be advertised online utilizing multiple career/employment websites. Temporary employment agencies are utilized for temporary opportunities, as well as temporary-to-hire opportunities.

As the gaming and hospitality industry evolves, the Company must also advance to keep up with the constant changes within industry. There will be times when the Company may also suggest staffing arrangements to enhance workforce diversity. At this time the Chief Diversity Officer, in consultation with senior management as relevant, will decide how to proceed with fulfilling this type of vacancy.

VI. Diversity in Procurement

The Company is committed to a comprehensive supplier diversity program. Diversity and Inclusion is a business imperative that provides measurable benefits to our company as well as the extensive number of diverse owned businesses with whom we forge alliances. To ensure that no opportunity is lost, we are dedicated to identifying and building ongoing relationships with business enterprises owned by minority, women, disadvantaged, veterans/ service disabled veterans, persons with disabilities or lesbian, gay, bisexual and transgender persons that can provide our company with high-quality products, superior service and competitive prices.

Any requisition line item that is greater than \$100,000 in value must be competitively bid in the marketplace to gain the best value for the purchase, regardless of whether a supplier of the good/service sought already has an existing contract or agreement with the Company. Each bid must have three quotes from different suppliers to support the selection of the supplier for that purchase. Reasonable best efforts must be made to include at a minimum one Certified Diverse Enterprise in the bidding process.

Efforts Company Procurement Department personnel may use to identify and potentially engage diverse suppliers include:

- Post opportunities for bidding on Company website
- Make connections with diverse bidders through chambers of commerce, community resource partners or other organizations
- Attend/sponsor meetings and conferences of organizations with diverse supplier/contractor membership, or other organizations that attract diverse supplier/contractor attendees
- Host townhall meetings or expositions to meet diverse suppliers/contractors



BETMGM

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

- c. Workforce demographics, demonstrating the applicant's current workforce diversity

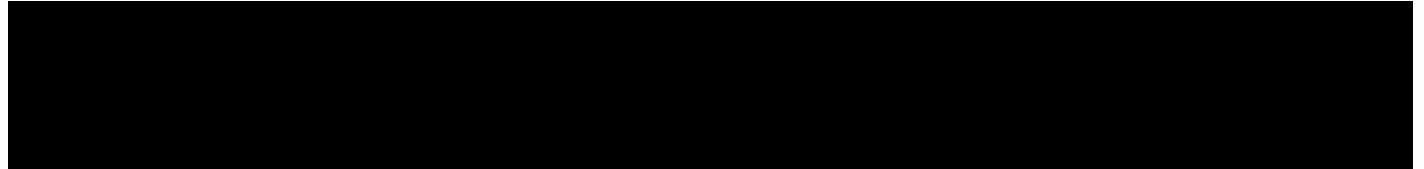
See attached “D1-c-02 Workforce Demographics CONFIDENTIAL.pdf” and “D1-c-03 Workforce DEI Survey Results Q3 2022 CONFIDENTIAL.pdf”.

BetMGM Q3 Workplace Experience Survey

810 (of 959) participants from BetMGM

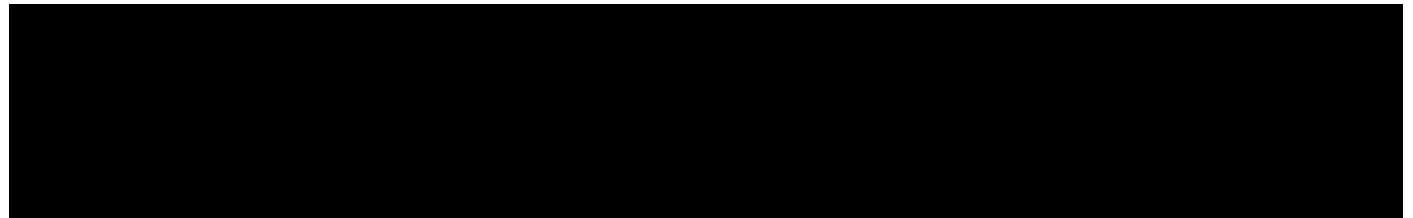
Inclusion

n = 807



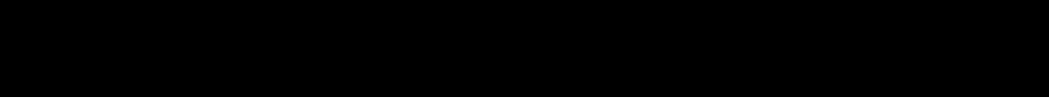
Engagement

n = 810

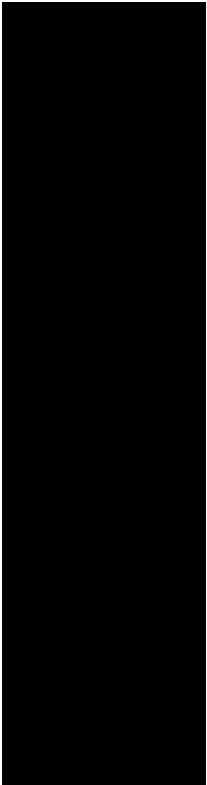


Last surveyed in October 2022 | Compared to Entertainment & Recreation 2022

Powered by  Culture Amp

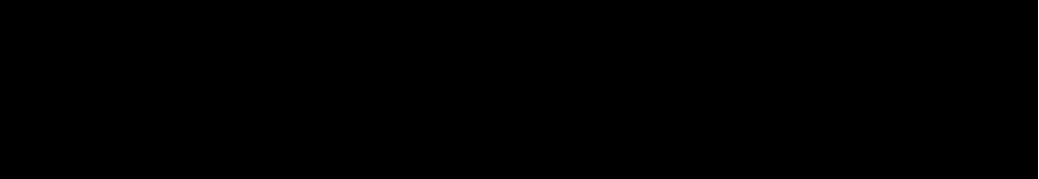


Impact **Question** **Factor**  **Favorable score** **Trend** **Comparison**



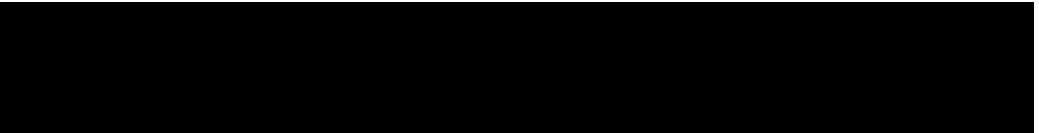
Perspectives like mine are included in the decision-making at BetMGM.

Decision Making



When I share my opinion with peers and team leaders, it is valued.

Voice



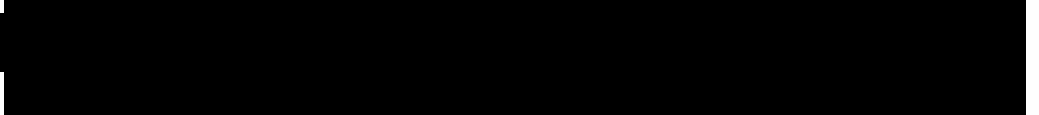
My job is evaluated fairly.

Equity



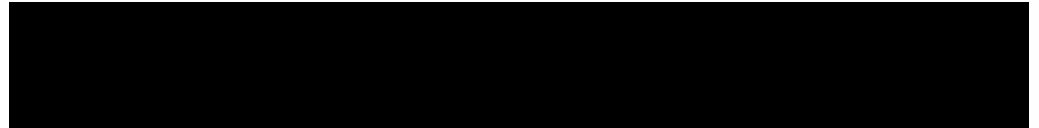
I am included in decisions that affect my work.

Decision Making



I am comfortable sharing my personal background and experiences at BetMGM.

Diversity



Company Summary

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1002

Total Employees

312

Female

688

Male

2

Non-Binary

33

Average Age

31

Median Age

Quarters

All

Gender

All

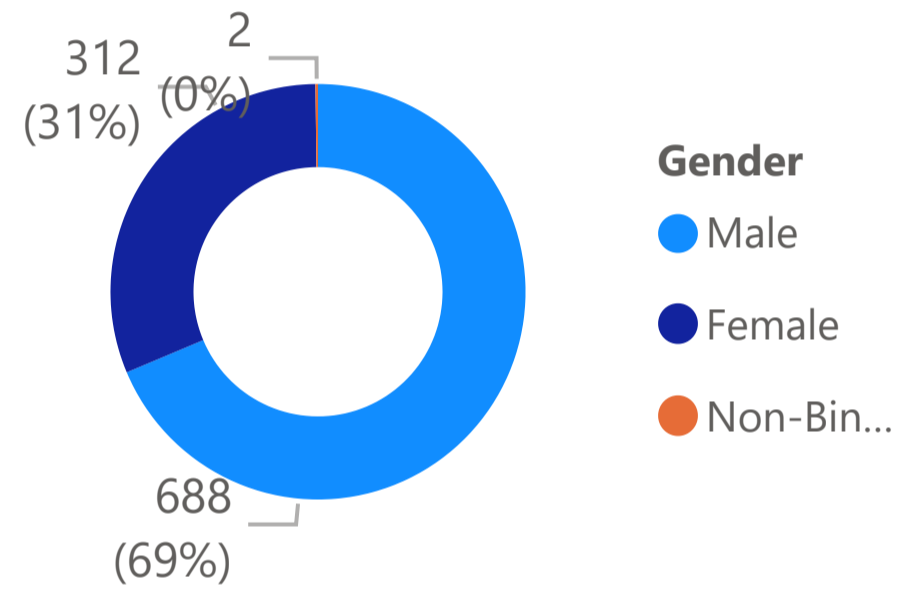
Ethnicity

All

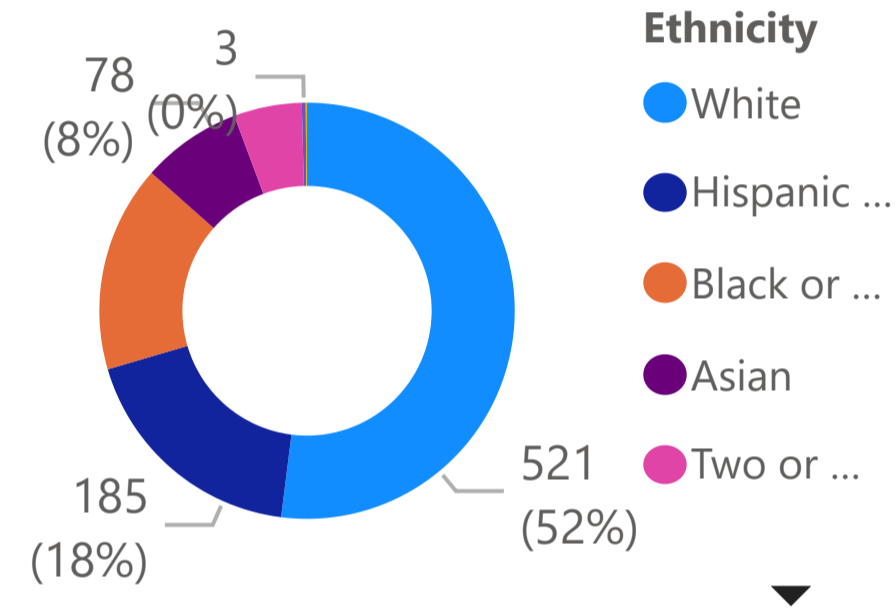
Department Name

All

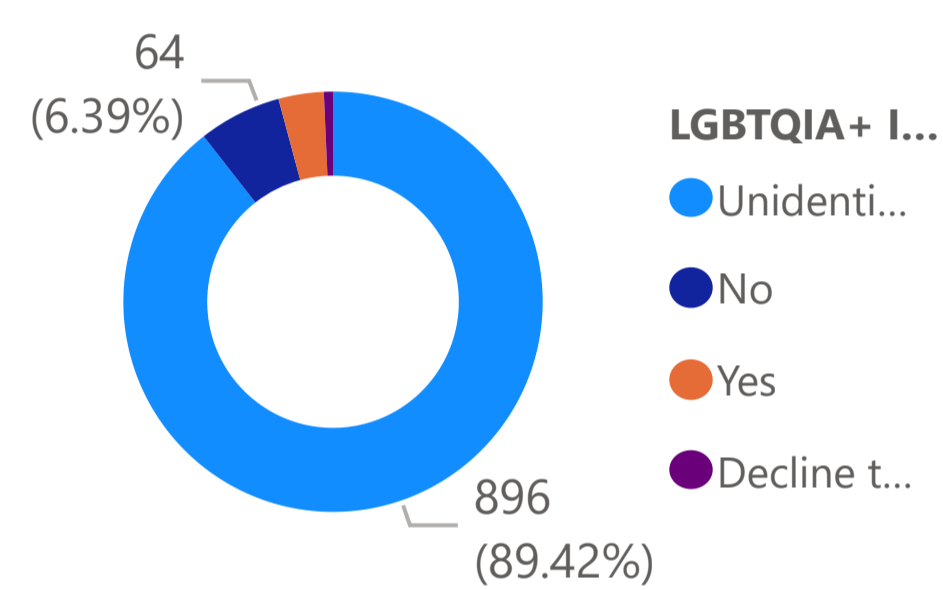
Gender



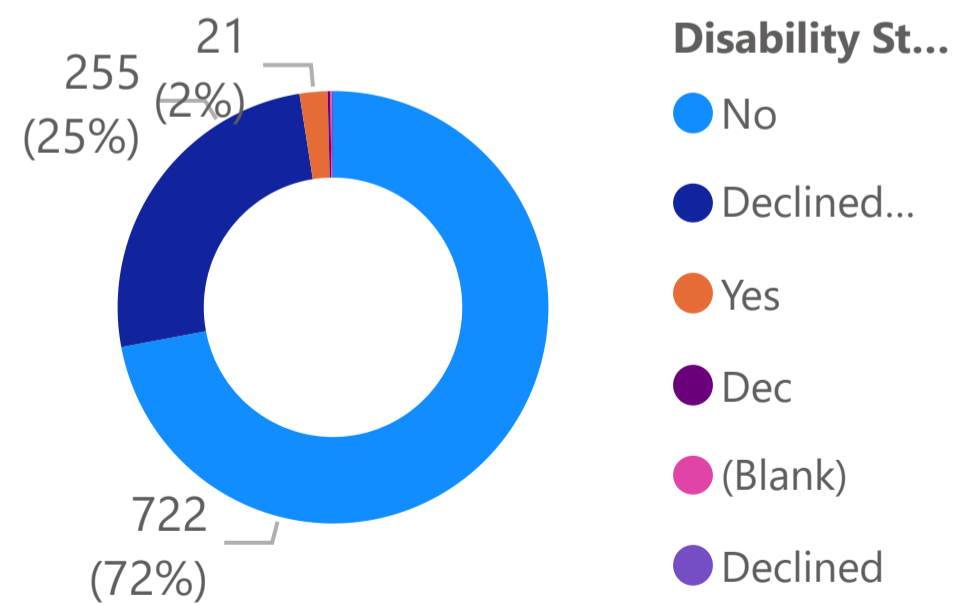
Ethnicity



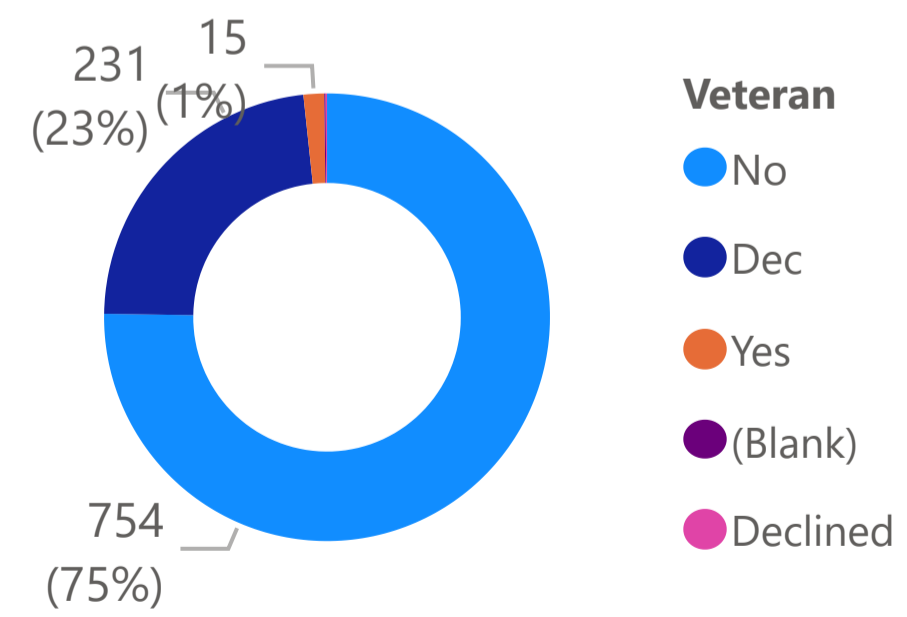
LGBTQIA+ Identification



Disability Status



Veteran Status



Location



Total Attrition YTD

84

Total New Hires YTD

247



BETMGM

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

- d. Efforts to be made to cultivate workforce diversity, equity, and inclusion by identifying, recruiting, and hiring minorities, women, persons with disabilities, and veterans

BetMGM has a partnership with Circa/DiversityJobs.com which provides a platform to promote new opportunities with historically marginalized populations, within specified regions (i.e. Massachusetts). Job opportunities to be made available will span across each department at BetMGM. Additional information about Circa/DiversityJobs.com is attached (see “D1-d-02 Circa Subscription Info.pdf”, “D1-d -03 Circa Network of Sites.pdf” and “D1-d -04 Circa User Guide.pdf”). Additional details regarding BetMGM’s overall DEI strategy are attached as “D1-d-05 DEI Strategy Page.pdf”, as well as in BetMGM’s DEI Policy which was attached in response to Question D1-b.



Circa

Diversity Subscription Proposal
MEDIA KIT

Why Diversity?

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Diversity of gender, race, culture, and experience enhances insight and creativity. It encourages the search for new ideas and information, which improves communication and inspires better decision-making. It leads to breakthroughs that drive revenue, and to improved processes that cut costs.

The fact is that **diversity is critical** to the success of your team and your business.

Why DiversityJobs?

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Our combined focus is on **diversity and delivering results**. We have a history of helping employers engage the best, most relevant job seekers who are also highly diverse.



Our company was established in **1997 as LatPro.com**, which became the first job board connecting Hispanic bilingual job seekers with recruiters searching for multilingual and multicultural professionals.



We launched **DiversityJobs.com in 2006** with a mission to connect Black Americans, Asians, Latinx, Native Americans, women, veterans, individuals with disabilities, older workers, and members of the LGBTQIA+ community with diversity-friendly companies.



Our diversity recruiting solutions work successfully for employers ranging from small **non-profits to Fortune 500** companies hiring across all job functions and industries.



We joined forces with Circa in 2021 to come together and provide employers the most comprehensive diversity recruiting tools in the industry. Circa's network of 600+ niche sites and over 15,000 community organizations expands your reach even further!



Our Goals

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DIVERSITY

Help you engage a talented pool of highly diverse candidates



QUALITY

Improve your applicant conversion rate by delivering relevant, qualified candidates who turn into hires



EFFICIENCY

Save your time and resources through our posting, outreach and tracking process



Our Process

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We perform all the development work to scrape jobs daily from your career site/applicant tracking system (ATS) and publish each job to [DiversityJobs.com](#) & Circa's network of 600+ niche websites



We also publish your jobs to our exclusive network of niche job sites dedicated to each diversity group, including:



Jobs are then sent out automatically to local community organizations based on a skilled match system. All candidates are redirected back to your ATS to apply.



Candidates view full job descriptions on all sites - including your logo and all relevant job details - prior to being redirected to the application process for a specific job at your ATS.



You have login access to run real-time reports on job view and apply click stats, search our resume database, and download compliance reports that document your job posting outreach efforts.

Complimentary Applicant Tracking System

The screenshot displays the Applicant Tracking System interface. At the top, there are navigation tabs: My Account, My Jobs, Resumes, Applicants (selected), Diversity, Reports, and My Resources. Below these are search filters: a dropdown for 'All Active Jobs', a checkbox for 'My Jobs Only', a dropdown for 'Applied', and input fields for 'Start date' and 'End date'. There is also a search bar with the text 'Title, internal ref, last name, email' and a 'Search' button.

The main section is titled 'Applicants: Applicant Management' and shows '1 to 15 of 142' applicants. It includes navigation links for 'Previous' and 'Next', and a note 'Applicants per page: 15 | 25 | 50'. Below this are action buttons: 'Send Message', 'Record Note', and 'Forward Resume'.

<input type="checkbox"/>	Rating	Ranking	Applicants / Candidates	Applied to / Source	Documents	Stage / Activity
<input type="checkbox"/>	NR	0	Bernardy, Brandon (Block) applied: 7/2/2021 5:21 PM CST edu: High School or Equivalent exp: No Experience sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 2 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
<input type="checkbox"/>	NR	0	Haan, Sherry (Block) applied: 7/2/2021 12:04 PM CST edu: Some College exp: No Experience sal: not provided loc: Montevideo, MN	Universal Banker Float, Full-time indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
<input type="checkbox"/>	NR	0	Domeier, Hailey (Block) applied: 7/1/2021 7:15 PM CST edu: High School or Equivalent exp: 1 year sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
<input type="checkbox"/>	NR	0	Kosel, Paulette (Block) applied: 7/1/2021 7:09 AM CST edu: High School or Equivalent exp: 20+ years sal: not provided loc: Redwood Falls, MN	Universal Banker indeed.com	Resume PDF 2 App(s)	01. New Applicant Send Message Record Note Forward Resume Schedule Interview
<input type="checkbox"/>	NR	0	Kruse, McKenzie (Block) applied: 6/30/2021 11:42 AM CST edu: Associate Degree	Universal Banker indeed.com	Resume PDF 1 App(s)	01. New Applicant Send Message Record Note

- Streamlines candidate pipeline process and increases bandwidth
- Includes career site hosting
- Easy downloadable reporting

Diversity Branding

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Sort by: relevance - date

Scottsdale, AZ - [Voya Financial](#)

Senior Research Analyst - Senior Loan

billion in assets across Fixed Income, Senior Loans, Equity
IM Senior Loan Group, based in Scottsdale, AZ ... and Inst
an actively etc...

from [voya.com/careers](#) - 1 week 1 day ago

Milwaukee, WI - [Northwestern Mutual](#)

Senior Research Analyst - Consumer Insight


the role?Reporting to the Senior Director Consumer Insight
communicating the results to senior management as input

from [northwesternmutual.com](#) - 1 day 23 hours ago

is now part of

DiversityJobs diversity at work **Circa** Top Employers Job Fairs Articles Find Jobs Upload Resume Q ☰

WHOOOP®




We believe everyone has an inner potential. A potential to perform at their highest level. We believe this potential can be harnessed by uncovering secrets your body is trying to tell you.

WHOOOP is the first scientifically grounded performance optimization system worn by the most elite athletes in the world to positively change behavior and unlock peak performance. WHOOOP provides individuals, teams, and their coaches and trainers with a continuous understanding of strain and recovery to balance training, reduce injuries, and predict performance.

ABOUT WHOOP

Our **mission** at WHOOOP is to unlock human performance. We believe that every individual has an inner potential that can be enhanced through continuous monitoring. As such we've built a system across hardware, software, and analytics designed to collect and analyze the most important data on the human body.



At Harvard, I met with cardiologists and physiologists. I read over 300 medical papers because I became obsessed with understanding the human body. What I learned was amazing. There are

Latest jobs

- Android Engineer II (Community)**
Boston, MA
- Content Manager, Membership Services**
USA
- iOS Tech Lead (WHOOOP Labs Experience)**
Boston, MA
- Android Engineer II**
Boston, MA
- Account Executive, Higher Education & Athletics (Mid-Market)**
USA
- Sr. Sports Marketing Manager, Tennis**
Boston, MA
- Lead IT Support Specialist**
Boston, MA
- Membership Services Representative (Austin, TX) 3pm-11:30pm ...**
Austin, TX
- Membership Services Representative (Austin, TX)**
Austin, TX
- Information Security Officer**
Boston, MA

[View all jobs from WHOOOP](#)

- Company profile linked from your jobs in search results.
- We highlight your company, your diversity efforts, and latest jobs.
- You maintain full use of our Employer Member badge, provided at launch.

Diversity Branding

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- Social media promotion of your organization and job opportunities upon launch
- Integration with Google for jobs to attract targeted search engine traffic
- College & University partners including HBCUs and Hispanic Serving Institutions



Mr. Cooper's Dive
maintain a diverse
empowered to be
deliver upon their
Check out their op
jobs.../company:r

A screenshot of a job listing page. At the top, it says 'DiversityJobs diversity at work' and 'is now part of Circa'. Below this, it says '5 new software engineering jobs for you!'. The page lists several job openings with company logos and titles:

- Teladoc HEALTH** - Software Quality Assurance
- KPMG** - Senior Associate, M&A
- salesforce** - Manager/Senior Manager/
- UC San Diego** - Senior Software Engineer
- Akamai** - Senior Lead Software Dev
- Veeva** - Senior Software Engineer

College & University Partners

At DiversityJobs.com, we know firsthand the importance of engaging diverse professionals early in their careers. [College outreach programs](#) have been proven to be one of the most effective ways for an organization to foster diversity and inclusion and retain top talent.

DiversityJobs.com is proud to partner with the following colleges and universities who have shown a commitment to the advancement of students from underrepresented groups.



- + Aims Community College
- + Albany State University **HBCU**
- + Albertus Magnus College
- + Alcorn State University **HBCU**
- + American Public University System

Diversity Sourcing and Outreach Tools

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Diversity Sourcing

Resume database of ~2M candidates

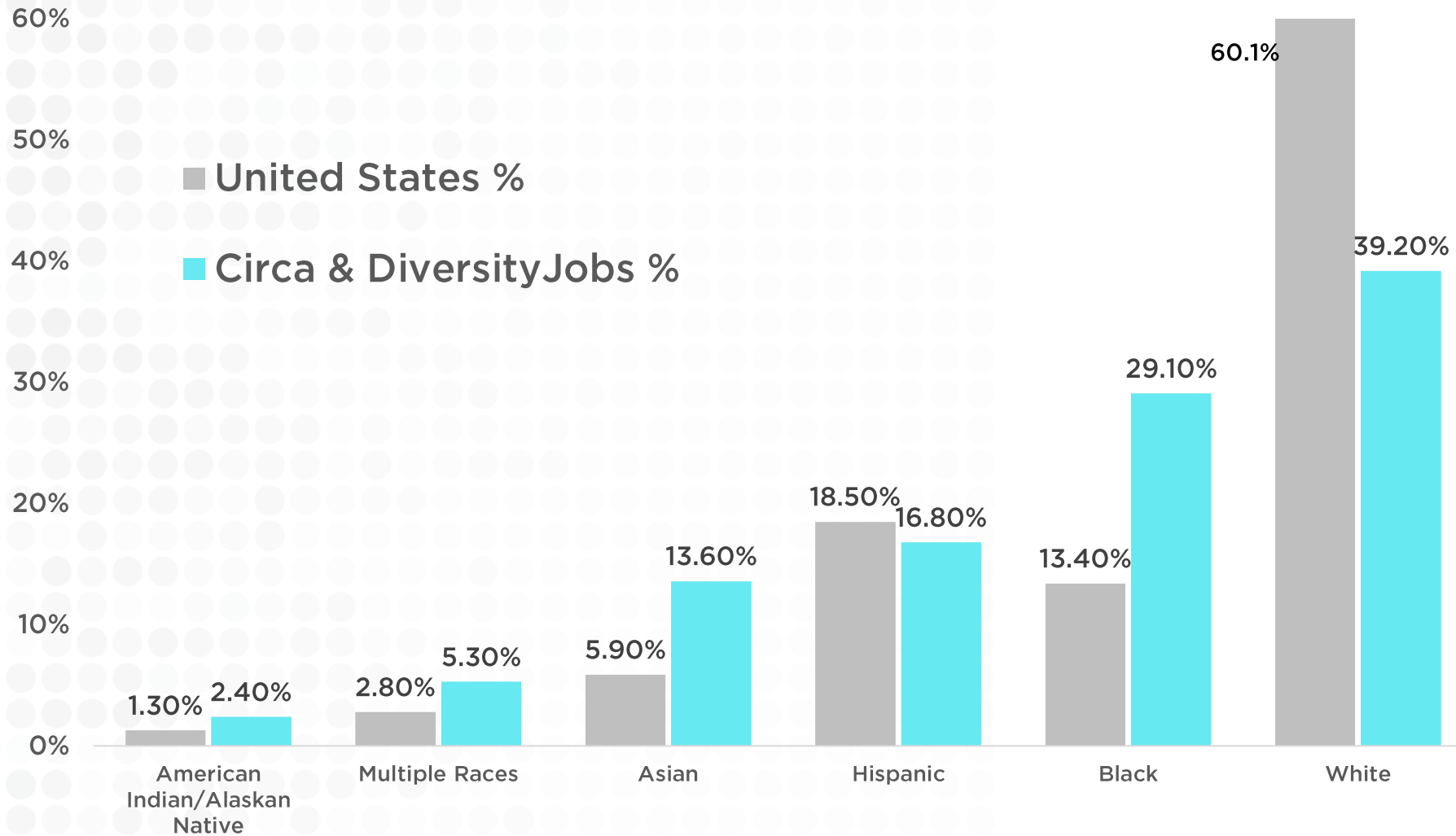
AI Sourcing Platform with ~160M underrepresented candidates sourced from more than 3,500 social network groups

Outreach Management System including 20,000 contacts to create more direct, meaningful relationships with local community organizations

The screenshot displays the Circa Employer Portal interface. At the top, it shows the user is logged in as 'Demo Account' of 'OFCCP ATS Healthcare'. The navigation menu includes 'My Account', 'My Jobs', 'Resumes', 'Applicants', 'OFCCP', 'Reports', and 'My Resources'. A search bar is present with fields for 'Contact name or email', 'Organization name', and 'City, state or zip code', along with a 'Search' button. Below the search bar, there are several filter options: 'LVER/DVOP', 'With Activity', 'Recipients on Linkage Agents', 'Our Additions', and 'With Referrals'. A dropdown menu for 'All Organization Types' is open, listing various categories such as 'Government Compliance (GC)', 'State Workforce Agencies', 'Veterans', 'Women', 'Minorities', 'People with Disabilities', 'LGBTQIA+', 'HBCUs', 'One-Stop Centers', 'Diversity Organizations', 'ESDS (State Job Banks)', 'OFCCP Directory', 'Indigenous Peoples', 'Military Spouses', 'Older Workers', 'Professional Groups (PG)', 'Construction/Skilled Trades', 'Universities and Colleges', and 'Security-Cleared'. Below the dropdown, there is a table of outreach organizations. The table has columns for 'Outreach Organization Type', 'Contact (click to suggest edit)', 'Location', and 'Activity'. The table lists several organizations, including 'Employer Support of Guard and Reserve', 'Hispanic Chamber of Sonoma County', and 'Illinois Department of Employment Security'. Each row includes a checkbox, the organization name, type, contact information, location, and a set of action links (Send Message, Record Note, Add Referral, Give Feedback).

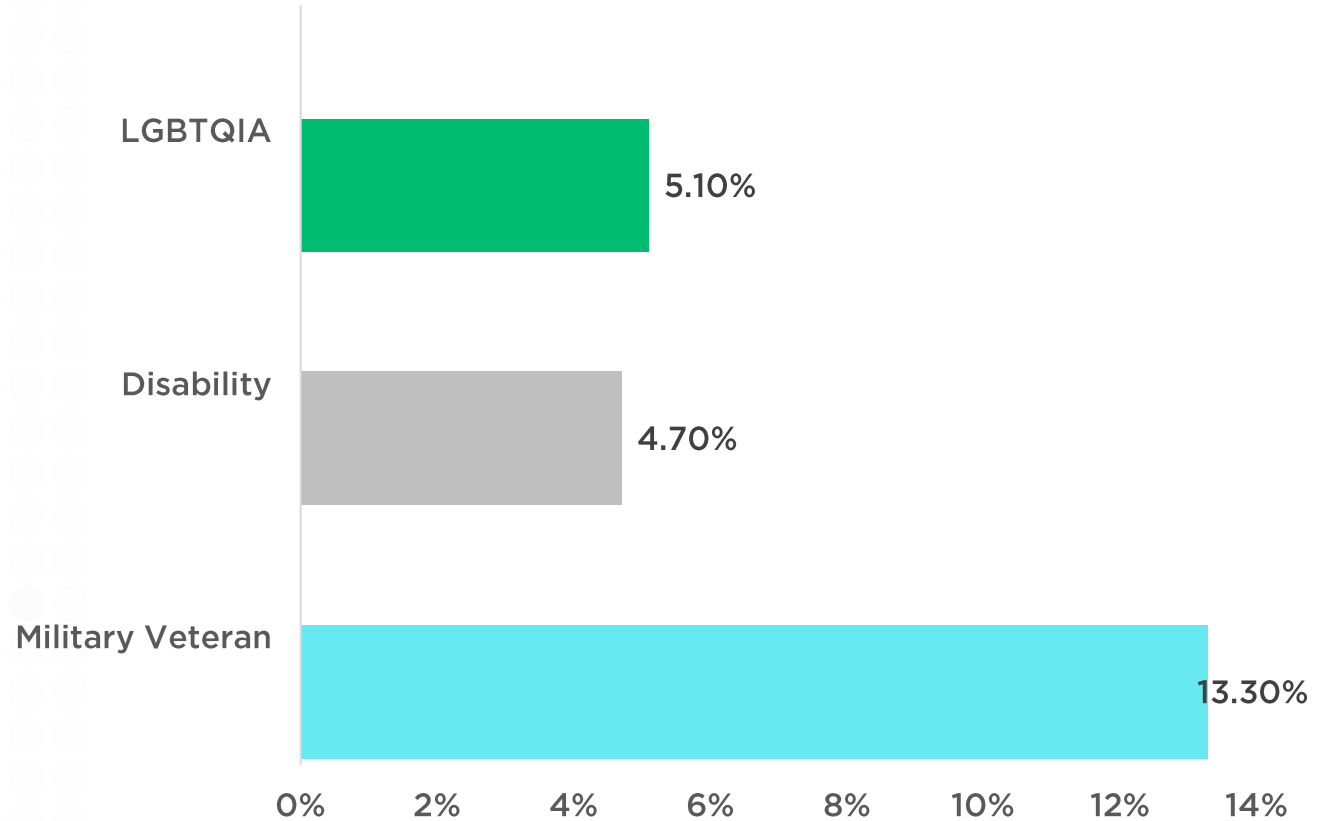
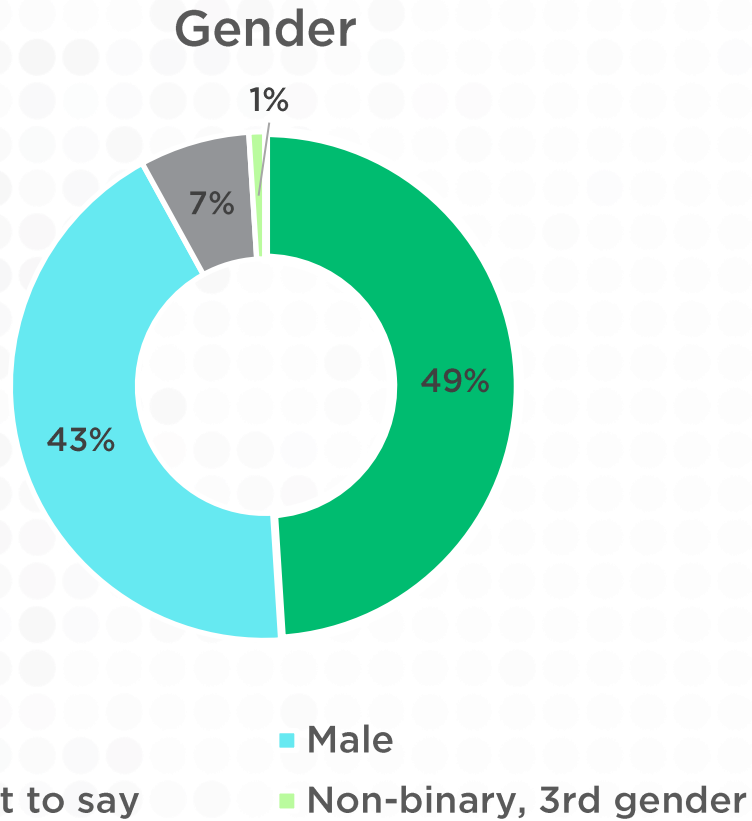
	Outreach Organization Type	Contact (click to suggest edit)	Location	Activity
<input type="checkbox"/>	State Workforce Agencies One-Stop Centers	Tamika Miller tmiller@mcsareergroup.com 626-677-2606 All Contacts	264 East Monterey Avenue Pomona, CA 91767	Send Message Record Note Add Referral Give Feedback
<input type="checkbox"/>	Veterans	Teresa Lona teresa.l.lona.ctr@mail.mil 502-607-1594 All Contacts	100 Minuteman Parkway Frankfort, KY 40601	Send Message Record Note Add Referral Give Feedback
<input type="checkbox"/>	Diversity Organizations Minorities	Jenny Chamberlain hccadmin@hcc-sc.org All Contacts	3033 Cleveland Avenue #306 Santa Rosa, CA 95403	Send Message Record Note Add Referral Give Feedback
<input type="checkbox"/>	State Workforce Agencies Veterans People with Disabilities	Ebony Washington ebony.washington@illinois.gov All Contacts	4519 West Main Street Belleville, IL 62226	Send Message Record Note Add Referral

Network Demographics



Circa & DiversityJobs candidates exhibit much greater racial diversity than the general U.S. population, with People of Color making up nearly 2/3 of our job seekers.

Network Demographics



FACTOID: More than 70% of all Circa and DiversityJobs job seekers have college degrees.

Key Metrics

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1M

monthly
unique visitors

250K

candidates daily
job alert emails

2M+

resume database
candidates

90%

overall client
renewal rate

30%

average conversion rate of 'apply
click' to full application, *compared
to 12% industry average

PRICE DETAILS Diversity Subscription Membership

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

What Sets Us Apart?

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Personal attention

You have the full support of ONE dedicated account manager who will be available for ongoing account management, consultation, troubleshooting, and reporting.



Communication

We will go above and beyond to facilitate communication with you, your team, and your ATS to make sure your goals are understood and addressed.



Results

We pride ourselves on delivering highly-qualified, diverse applicants who turn into hires!



Customization

We customize our job scrape and publishing process with attention to your jobs, branding, and application process.



Flexibility

You may change your ATS next week or need analytics reports within the hour. We understand – and we'll accommodate you!



Dedicated Marketing

We tailor our marketing efforts to target job seekers with your industry, job function and requirements in mind.



Full Reporting

We are a data-driven company established to provide metrics on all results we are delivering to your jobs, and full documentation when necessary for compliance.

We look forward to
doing a great job for
your organization!



DiversityJobs.com

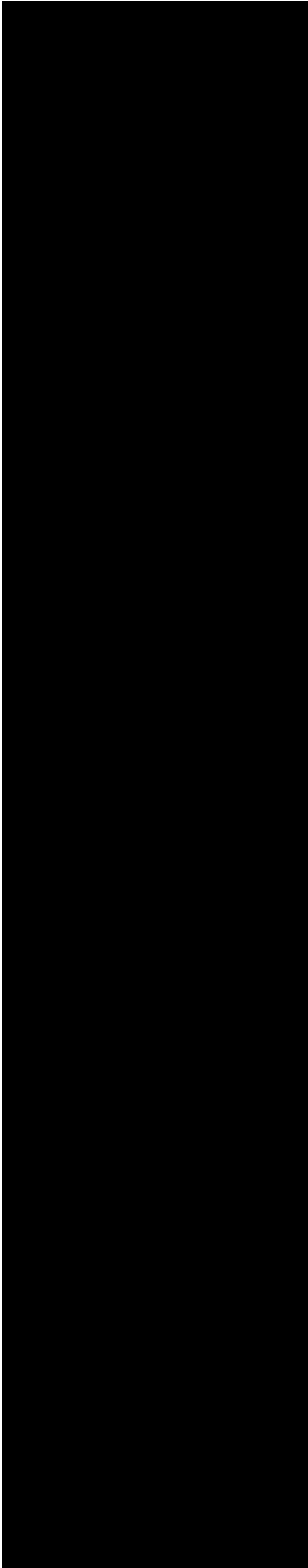
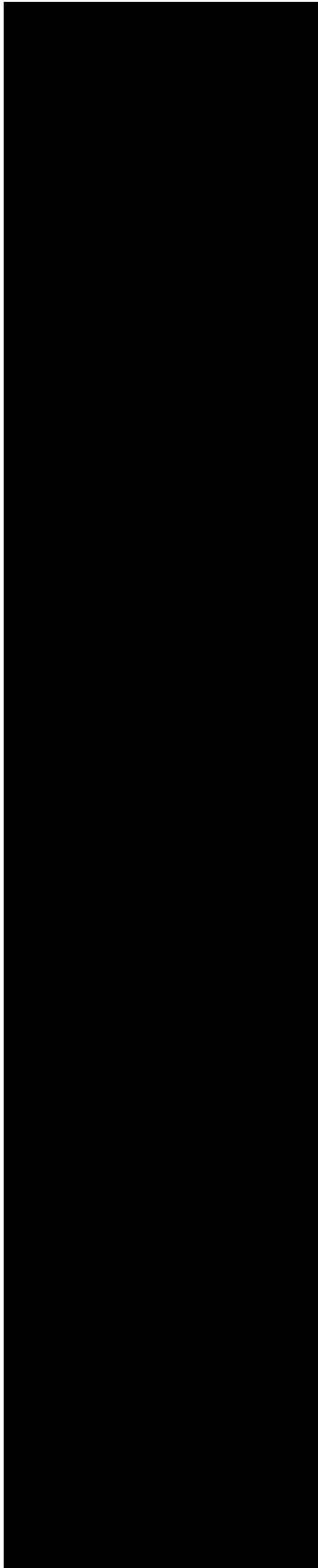
CircaWorks.com



CIRCA

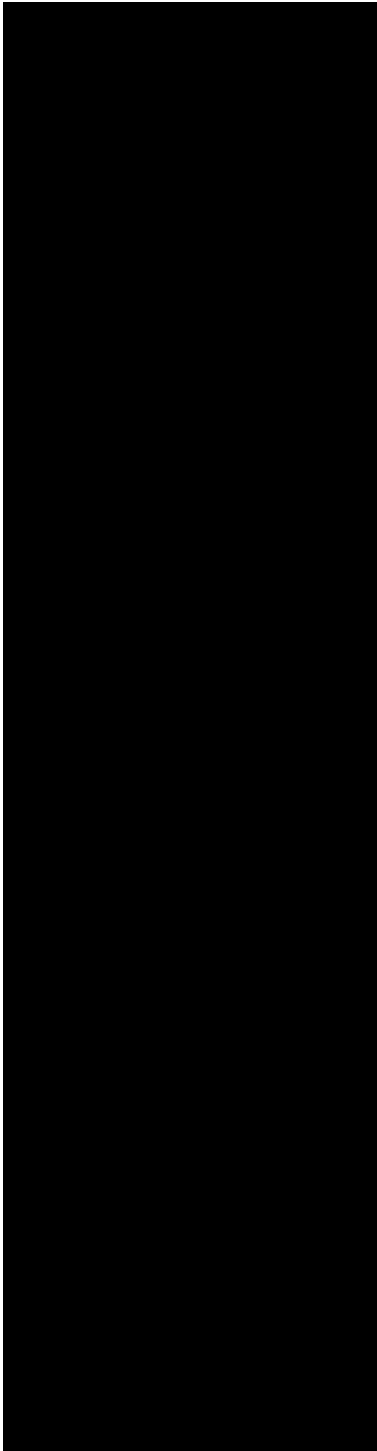
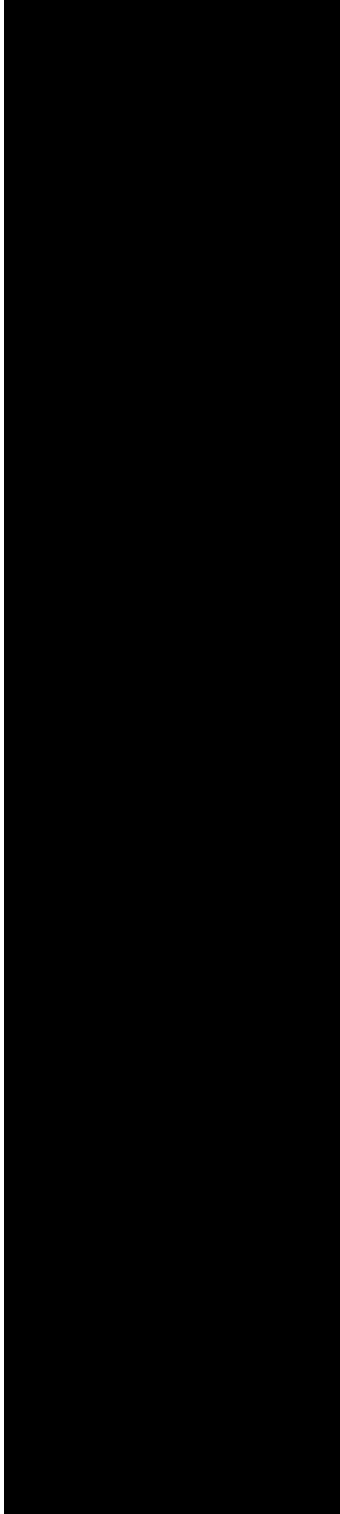
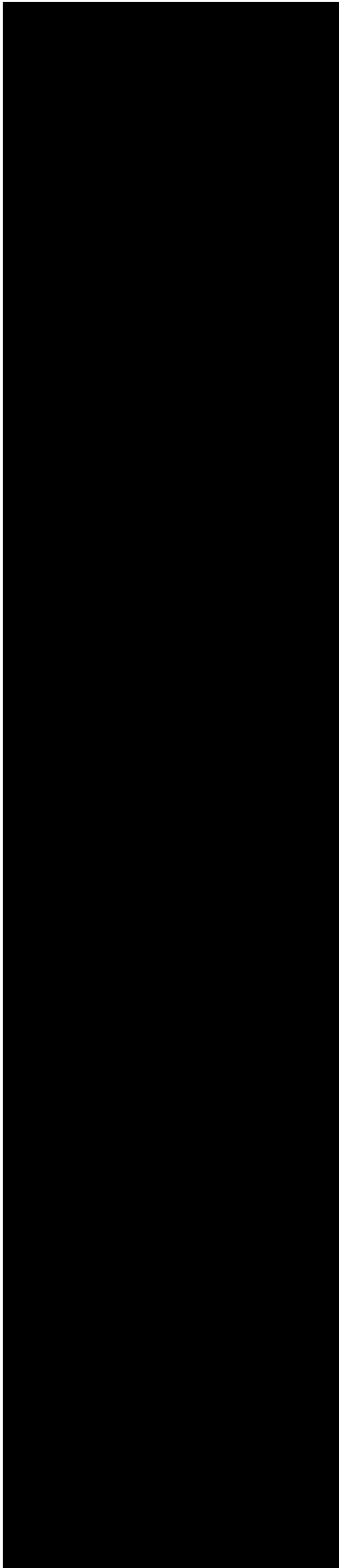
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

Network of Local Employment & Diversity Sites



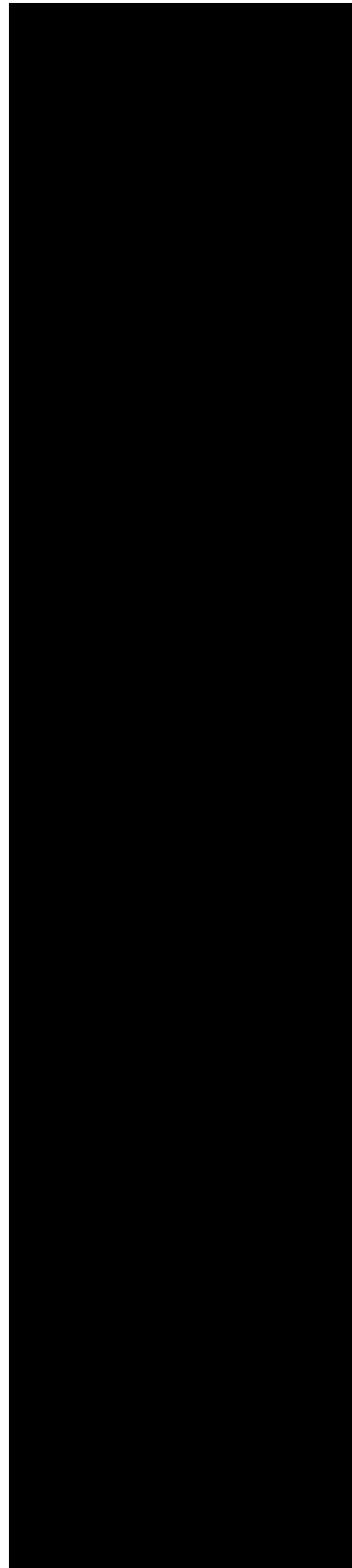
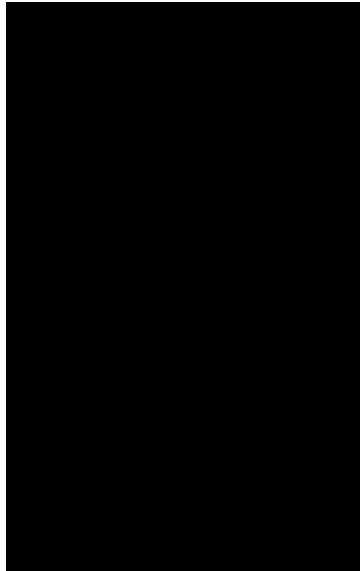
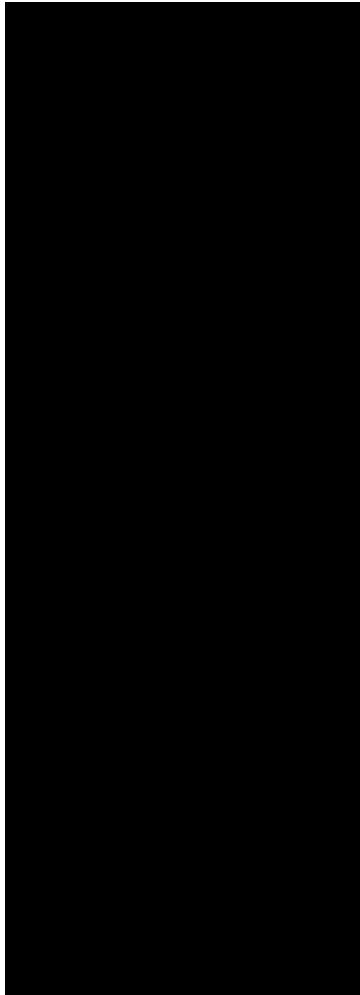


Network of Local Employment & Diversity Sites



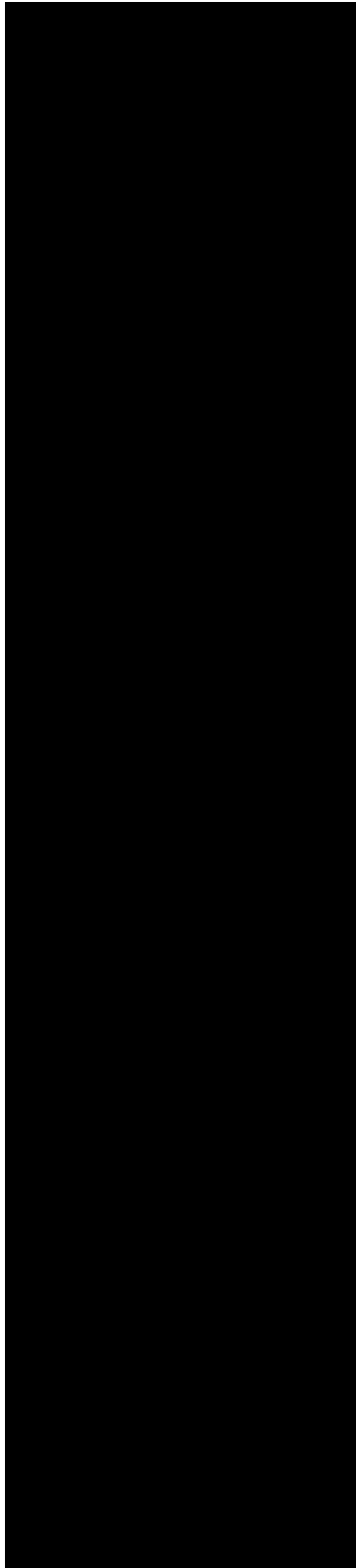
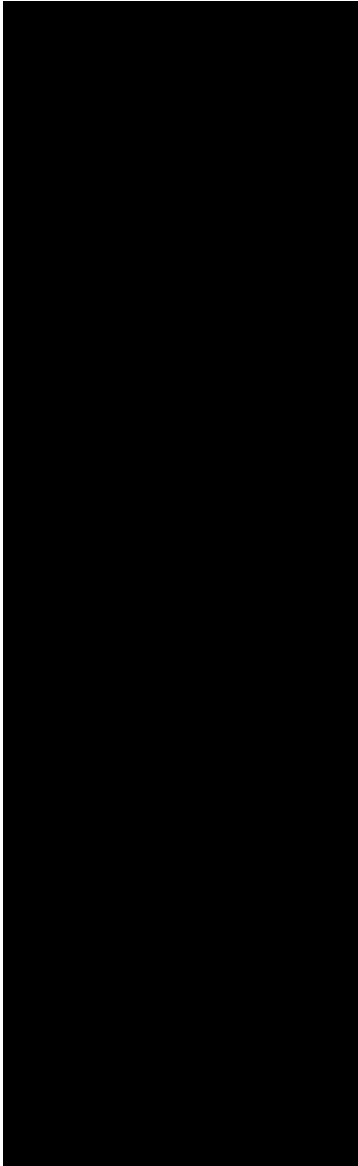


Network of Local Employment & Diversity Sites





Network of Local Employment & Diversity Sites



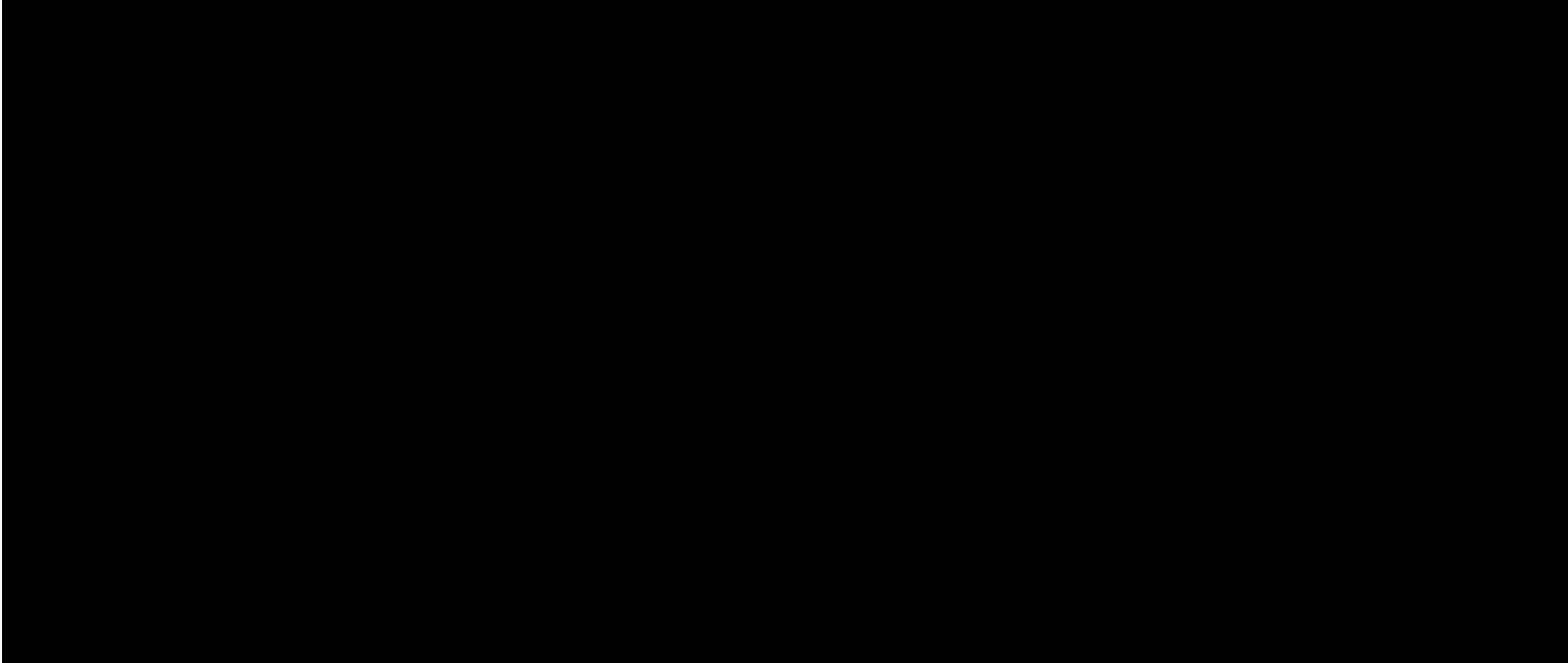
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CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)



System Overview

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CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)





CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

DEI STRATEGY ON A PAGE

Statement of DEI Strategy: Create a more diverse workforce that is reflective of the demographics of our customers and Jersey City operating location.

State of DEI in 2021

- Representation of women and minorities in senior leadership (8% for both)
- Representation of women & minorities in management roles (28% & 25% respectively)
- Representation of diverse employees, including women in successor pools across business units and functions; highest concentration: CS 100% BIPOC, Compliance 100% Women; Lowest concentration: Trading (0% No women or BIPOC)
- Diverse employees' likelihood to recommend us as an employer to peers (96%)

Top Business and DEI Priorities Driving DEI Strategy

1. *Increase recruitment and retention of marginalized employees in manager and senior leadership roles.*
2. *Increase the diversity of employees in successor pools.*
3. *Improve perceptions of fairness among employees who do not identify as white males**.*

Desired State of DEI by 2024

- Increase representation of women and minorities in senior leadership to 50% within 3 years.
- Increase YoY hiring for minority & female employees by 5%.
- Increase succession for minorities & women in management roles by 5%.
- Improve non-dominant employee perception of fairness and decision-making 10%.
- Formal recognition as an industry leader in DEI efforts: HRC, Glassdoor, Fortune BPTW

Top 5 DEI Initiatives

1. Set up and operationalize Total Employee Lifecycle Program
2. Roll out ERG mentorship programs geared towards marginalized employees in leadership roles.
3. Introduce inclusion requirements through succession planning processes to mitigate bias in performance management.
4. Launch DEI updates to BetMGM site showcasing the organization's diversity efforts.
5. Work directly with recruitment team to establish best practices and platforms.

Underlying Beliefs and Assumptions:

1. The organization will adjust sourcing pools and hiring practices to hire for critical skills.
2. The organization will continue to experience major societal and company-wide changes that emphasize the importance of DEI and need for collaboration.

Risk Factors

1. Overreliance on past recruiting and hiring practices, resulting in too little marginalized candidates with qualified backgrounds being added to interview pools.
2. Accelerated growth ("pants on fire hiring practices") impacts the ability to create diverse candidate slates.



BETMGM

D.1 DIVERSITY, EQUITY, & INCLUSION – WORKFORCE

- e. Memberships and/or intentions for joining any local, regional, state, and/or national organizations committed to the development and promotion of diversity, equity, and inclusion initiatives

BetMGM is proud to have established partnerships with the following organizations committed to the development and promotion of diversity, equity, and inclusion initiatives:

- The Tom Joyner Foundation
- Lesbians Who Tech & Allies
- AISES (American Indian Science & Engineering Society)



BETMGM

D.2 DIVERSITY, EQUITY, & INCLUSION - SUPPLIER SPEND

Provide a thorough description of the Applicant's overall and specific goals, applicable to the total dollar amount of contracts, for the utilization of:

- a. Minority-owned business enterprises
- b. Women-owned business enterprises
- c. Veteran-owned business enterprises

Please include how each of these enterprise groups will participate as:

- Contractors in the design and/or building of the sports wagering platform
- Vendors in the execution, maintenance, and/or support of the sports wagering platform
- Vendors in the provision of goods and services

BetMGM established our supplier diversity vendor, Suplier.io, last month, and are working to solidify our diversity supplier procurement goals by Q1 2023. The Procurement and Business Units will be sourcing DEI related vendors to participate in RFP, RFQ, and tenders. During these events, we will be emphasizing a DEI weight in the scoring process. Further details regarding BetMGM's commitment to DEI initiatives in our supplier spend are outlined in BetMGM's DEI Policy, attached in whole in response to Question D.1-b and reproduced in relevant part below:

VI. Diversity in Procurement

The Company is committed to a comprehensive supplier diversity program. Diversity and Inclusion is a business imperative that provides measurable benefits to our company as well as the extensive number of diverse owned businesses with whom we forge alliances. To ensure that no opportunity is lost, we are dedicated to identifying and building ongoing relationships with business enterprises owned by minority, women, disadvantaged, veterans/ service disabled veterans, persons with disabilities or lesbian, gay, bisexual and transgender persons that can provide our company with high-quality products, superior service and competitive prices.

Any requisition line item that is greater than \$100,000 in value must be competitively bid in the marketplace to gain the best value for the purchase, regardless of whether a supplier of the good/service sought already has an existing contract or agreement with the Company. Each bid must have three quotes from different suppliers to support the selection of the supplier for that purchase. Reasonable best efforts must be made to include at a minimum one Certified Diverse Enterprise in the bidding process.

Efforts Company Procurement Department personnel may use to identify and potentially engage diverse suppliers include:

- Post opportunities for bidding on Company website
- Make connections with diverse bidders through chambers of commerce, community resource partners or other organizations
- Attend/sponsor meetings and conferences of organizations with diverse supplier/contractor membership, or other organizations that attract diverse supplier/contractor attendees
- Host townhall meetings or expositions to meet diverse suppliers/contractors



BETMGM

D.3 DIVERSITY, EQUITY, & INCLUSION – CORPORATE STRUCTURE

Provide a thorough description of the Applicant's commitment to diversity, equity, and inclusion initiatives in the Commonwealth. This should include:

- a. The makeup of the Applicant's ownership, leadership, and governance structure, – *including minorities, women, and veterans in positions of leadership throughout the corporate structure*

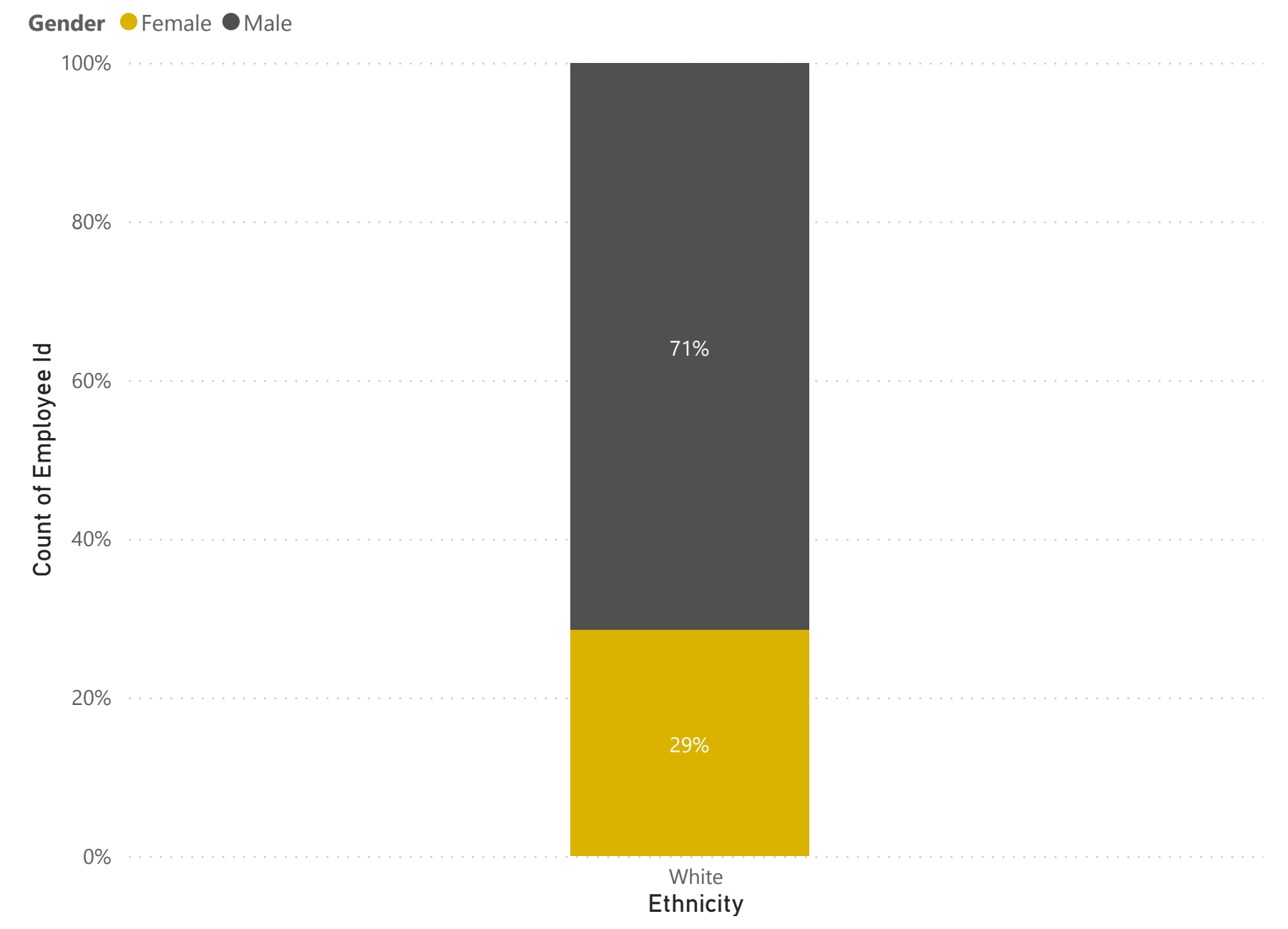
Demographic information for BetMGM's leadership is attached as "D3-a-02 C-Suite Demographics.pdf", "D3-a-03 Director Demographics.pdf" and "D3-a-04" Manager Demographics.pdf". Information pertaining to the makeup of ownership will be provided by MGM and Entain.



BetMGM - DE&I

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- DE&I Overview Updated
- Cover Page
- Company Summary
- Gender Summary
- Race/Ethnicity Summary
- Gender/Race/Ethnicity Detail**
- Promotions - Gender Summa...
- Promotions - Ethnicity Summ...
- Recruitment Summary
- DE&I Regulatory Reporting...

Gender Breakdown by Ethnicity



Department Name

All

Job level (Text)

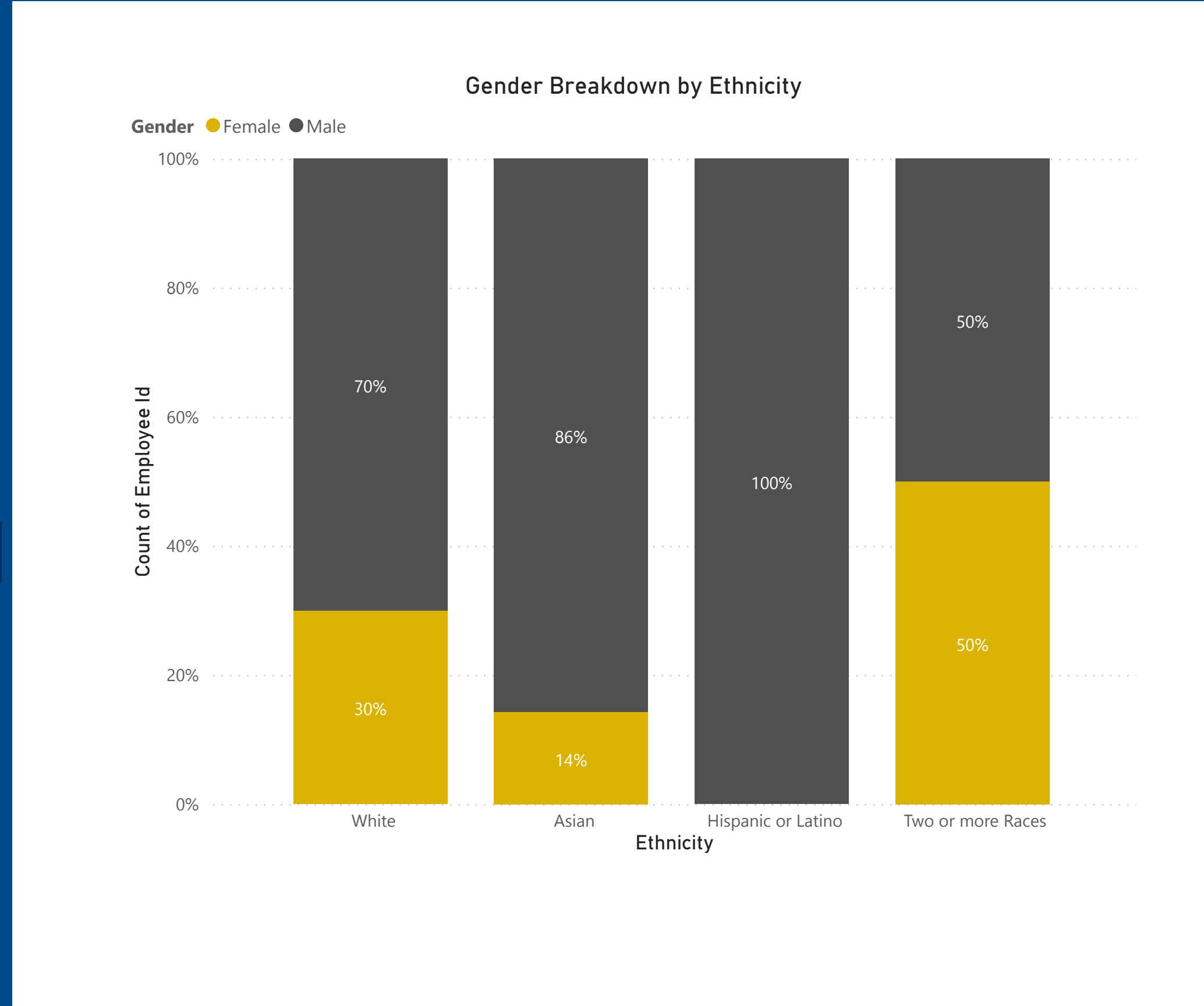
C-Suite

- C-Suite
- Director/Sr.Director
- Manager
- Non-Exempt
- Professional
- Regular
- Sr.Director

Filters

BetMGM - DE&I

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Department Name

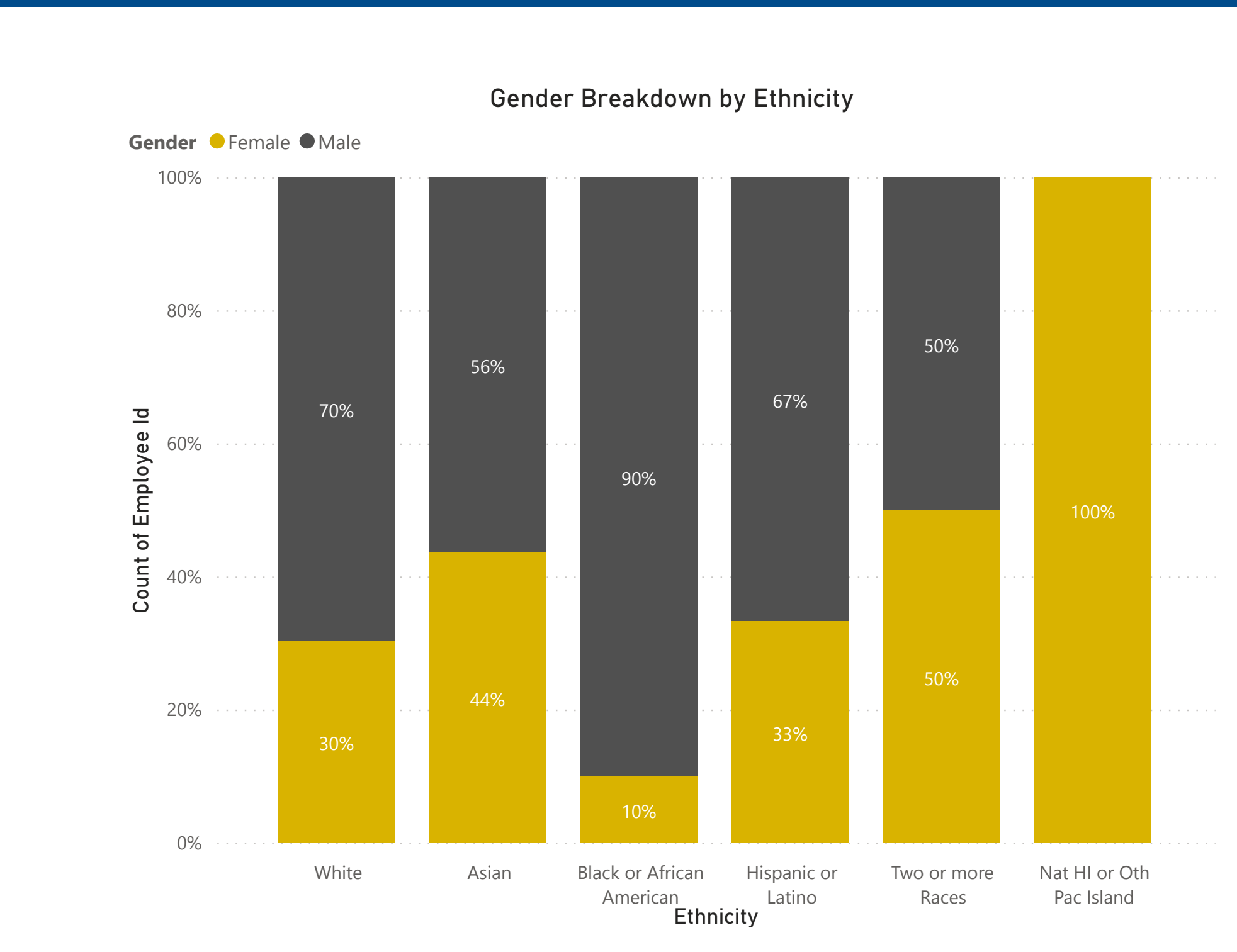
All

Job level (Text)

- C-Suite
- Director/Sr.Director
- Manager
- Non-Exempt
- Professional
- Regular
- Sr.Director

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- Recruitment Summary
- DE&I Regulatory Reporting...



Filters

Department Name: All

Job level (Text): Manager

- C-Suite
- Director/Sr.Director
- Manager
- Non-Exempt
- Professional
- Regular
- Sr.Director



BETMGM

D.3 DIVERSITY, EQUITY, & INCLUSION – CORPORATE STRUCTURE

Provide a thorough description of the Applicant's commitment to diversity, equity, and inclusion initiatives in the Commonwealth. This should include:

- a. How the Applicant intends to create joint ventures with corporate partners and/or partnerships with local or regional entities, including but not limited to programs, non-profit organizations, and agencies, dedicated to establishing a welcoming and inclusive experience for all patrons, users, and employees in the Commonwealth

BetMGM's DEI-related partnerships are established by our employee resource groups, as they align to each group's mission and annual goals. As opportunities present themselves locally and/or regionally, they will be evaluated using the same criteria. Additional information regarding BetMGM's employee resource groups is attached as "D3-b-02 Employee Resource Groups.pdf".

EMPLOYEE RESOURCE GROUPS

BLACK EMPLOYEE NETWORK: Establish the inclusion and advancement of employees who identify as Black, of African descent, or Caribbean within our organization while cultivating impactful partnerships and strong community engagement outside of BetMGM

LATINX ALLIANCE: Develop a network of Latinx team members, promote their professional development and share their experiences broadly at BetMGM, while positively impacting the Latinx community outside of our organization through civic engagement.

PRIDE@BETMGM: Elevate inclusive workplace policies, benefits, and environment to positively impact LGBTQ+ employees and cultivate a culture where all employees feel secure in being their authentic selves in our organization.

IMPACT: Simply stated, allyship is all about taking action to create a more inclusive workplace where everyone can do their best work and thrive. Allies speak up when they see non-inclusive behavior, use their clout to open career doors, and advocate for systemic change to status-quo processes to be more equitable.

We know that racism, ableism, sexism, homophobia, transphobia, xenophobia and many other covert systems of oppression are prevalent in our society. Our mission is to work to dismantle these paradigms by learning about each other, holding each other accountable, and supporting, amplifying and advocating for the communities that they affect within and outside of our organization.

AAPI VOICES: Uniting the greater Asian American and Pacific Islander communities at BetMGM by educating, celebrating our cultures, amplifying our stories and increasing opportunities for employee development.

WOMEN@BETMGM: To provide professional and personal support and development opportunities for those who identify as female, while cultivating an inclusive environment which encourages them to advance into leadership roles through collaboration, development, mentorship and community connection.

BET ON VETS: Bet on Vet's mission is to promote a culture of diversity and inclusion at BetMGM for veterans, military families and allies by creating awareness and engagement through internal education. The group is committed to supporting each other through veteran recruitment and partnership with external veteran organizations that help to support these goals.



BETMGM

E.1 RESPONSIBLE GAMING POLICIES

Referencing the following documents:

- [MGC Responsible Gaming Framework](#)
- [Applying Principles of the Massachusetts Responsible Gaming Framework to Sports Wagering Policy & Practice](#)
- [GameSense Logic Model](#)
- [Responsible Gaming Considerations for Gambling Advertising](#)

Provide a proposed responsible gaming plan draft that, at a minimum, incorporates policies and tactics for the following key strategies:

- a. Commitment to corporate social responsibility
- b. Support positive play
- c. Promote public health and safety
- d. Ensure responsible advertising and marketing
- e. Manage high-risk financial transactions
- f. Engage the community
- g. Commitment to improvement and reporting

See attached “E1-02 Responsible Gaming Plan CONFIDENTIAL.pdf”.



Responsible Gambling Plan – Massachusetts

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Purpose

The purpose of the Responsible Gambling Plan (“the Plan”) is to promote responsible gambling and demonstrate BetMGM’s pledge and commitment to our employees, customers, and the

community to make responsible gambling an integral part of our daily operations. BetMGM strives to provide the world's safest and most innovative gambling platform.

BetMGM adheres to the American Gaming Association's ("AGA") Code of Conduct for Responsible Gaming and the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible gambling. The Codes of Conduct are pledges to employees, customers, and the public to promote the activity of gambling in a safe and responsible manner.

Through training, internal controls, procedures, and innovative responsible gambling tools, BetMGM is committed to preventing underage gambling and gambling by excluded individuals, providing its customers with responsible gambling and problem gambling information, providing betting limit-setting features, and providing information regarding the State of Massachusetts's self-exclusion program and problem gambling resources.

While the Responsible Gambling team is responsible for the implementation and maintenance of this plan, all employees of BetMGM are expected to be knowledgeable of, and follow approved procedures outlined in this Plan. The Plan shall be implemented at the commencement of BetMGM's operations within the State of Massachusetts.

BetMGM's Responsible Gambling Principles and Best Practices

BetMGM has a central guiding document to inform and direct its responsible gambling strategy and initiatives at a corporate level. Titled the BetMGM Responsible Gambling Principles and Best Practices, this document provides guidance and directives regarding responsible gambling, problem gambling, the company's commitment to employee training, the company's commitment to continuous improvement and evaluating its responsible gambling program, and a directive regarding its review and enforcement process.

To further embed a culture of responsible gambling at BetMGM, the company created its Responsible Gambling Council, which consists of senior leaders from key departments including marketing, human resources, operations, VIP, product, compliance, and risk. The purpose of the council is to provide leadership, accountability, strategic guidance, and support of responsible gambling initiatives.

The Compliance Department of BetMGM is responsible for monitoring the enforcement of the Plan and establishing procedures for the Plan's implementation by the operations departments. Specifically, the Responsible Gambling Program Manager, Interactive Gaming Manager, and Responsible Gaming Compliance Analysts will have responsibility for ensuring the Plan is executed on a day-to-day basis.

The Human Resources Department of BetMGM provides an opportunity for all employees to submit anonymous questions or concerns related to responsible gambling or any other topic

through a link emailed to the entire staff on a weekly basis. The questions are answered live on our company meetings where every employee is sent an invite and these meetings happen three times a week. Four times per year employees are also able to take a survey and submit feedback which remain anonymous as well. The Human Resources Department will thoroughly review the feedback submitted to inform decisions around workplace experience.

Massachusetts Voluntary Self-Exclusion Program

The Massachusetts Gaming Commission (“Commission”) maintains lists of individuals who have requested to be excluded from sports betting within the State of Massachusetts, to reduce and mitigate the effects of problem gambling. Individuals on the voluntary self-exclusion list shall be prohibited from participating in any form of legalized gambling in the Commission’s jurisdiction and are prohibited from collecting any winnings or recovering any losses resulting from violation of the restrictions or accepting any complimentary gifts or services or any other thing of value from a Commission-licensed facility, retail location or mobile wagering platform. In the event a patron has a pending wager and then self-excludes, the wager shall be canceled, and the funds returned to the patron.

Individuals may request to be excluded for the following lengths of time:

- One (1) year
- Three (3) years
- Five (5) years
- Lifetime

Enrollment into the Commission’s voluntary-exclusion program is available for completion at all GameSense Info Centers, the Massachusetts Gaming Commission offices, the Community-based Enrollment program, and the online Massachusetts voluntary self-exclusion remote online process. An application will not be accepted if it was not completed in the presence of the Commission’s staff or through the online Massachusetts voluntary self-exclusion remote enrollment process.

In support of these efforts and to comply with the Commission’s regulations, BetMGM shall provide (<https://massgaming.com/about/voluntary-self-exclusion/>) a link within its services and websites leading to the Commission’s voluntary-exclusion website. There, an individual can locate the application, information about the program, and how they can sign up for the Commission’s voluntary-exclusion program.

Voluntary-Exclusion List Administration

In accordance with regulations, BetMGM will maintain a copy of the Commission’s voluntary-exclusion list. BetMGM’s Responsible Gambling Team will routinely review the lists to ensure they are kept up to date. Information received from the Commission shall be deemed confidential

and BetMGM will ensure voluntary-exclusion information will not be disclosed to any unauthorized parties. The following procedures and controls will be used by BetMGM to ensure proper administration and maintenance of the voluntary-exclusion list.

1.



b.

[REDACTED]

[REDACTED]

Massachusetts Sports Gaming Exclusion Program

The Commission maintains a list of persons who have been determined to pose a threat to the integrity of gaming and are excluded from participating in licensed sports wagering or ejected from licensed sports wagering facilities in the State of Massachusetts.

The Exclusion List consists of persons who have:

1. Violated or conspired to violate laws related to gaming
2. Cheats
3. Willful tax evaders
4. Individuals whose presence in a licensed gaming establishment would adversely affect public confidence and trust in the gaming industry

Persons whose presence in a licensed gaming establishment poses the potential of injurious threat to the interests of the Commonwealth In accordance with regulations, BetMGM shall perform the following:

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. [REDACTED]

In the event that a third-party believes someone they know has a gambling problem and wants the person to be self-excluded, the BetMGM Responsible Gambling Compliance Team will direct them to information and resources on how to be self-excluded including the website: <https://massgaming.com/about/voluntary-self-exclusion/>. We will not confirm or deny if an account exists on our platform to anyone other than the account holder.

Underage Gambling

BetMGM takes its responsibility to prevent underage gambling seriously and utilizes a series of safeguards to ensure compliance. A full identity check and age verification process is performed before a customer can register to use BetMGM's mobile products and services.

During the registration process on BetMGM's mobile products and services, all users are required to provide acceptable and valid identification with date of birth. In addition to providing proof of identification during registration, BetMGM may require additional verification upon any deposits and withdrawals. Only customers 21 years of age or older may deposit or withdraw funds.

BetMGM encourages parents to use child protection software to help block and prevent children from being able to access gambling and other sites and applications, which may not be appropriate for children. BetMGM shall encourage parents to use child protection software, such as Cyberpatrol and Cybersitter, to block gambling websites from underage individuals.

For wagers conducted at a sports wagering facility, employees shall be required to request valid proof of identification from customers who appear to be under the age of 30. Wagers shall not be permitted from these individuals until such a request has been fulfilled and the proof identification verified.

BetMGM has established procedures to reasonably ensure an individual who is a minor is prohibited from participating in using its services. These procedures include:

1. Verification of the full identify on the mobile product and services of the bettor prior to the bettor being allowed to make a deposit into or withdrawal from their BetMGM account or placing a wager.
2. The use of [REDACTED] as know your customer (KYC) providers for its mobile products and services. [REDACTED] aggregates the customer's account registration data and then uses external sources, [REDACTED], to identify the customer and attempt to complete their full 9-digit Social Security Number (SSN) (BetMGM only requests the last four (4) digits of a potential customer's SSN during the registration process).

3. Five (5) attempts can be made by a customer to amend registration details before the system requests a manual upload of identifying documents.
4. Maintaining a record of the customer's acceptance of BetMGM's terms and conditions and privacy policy to participate in betting through the mobile application or any authorized digital platform accepting wagers online.
5. Maintaining a record of the customer's certification that the information provided to BetMGM is accurate and they are not on the self-exclusion list or exclusion list for its mobile application.
6. Maintaining a record of the customer's acknowledgment that BetMGM only offers sports betting to individuals ages 21 or older, and that he or she is prohibited from allowing any other person to access or use his or her mobile sports betting account.
7. The verification of the bettor's age through a recognized national database or service (or other commercially reasonably standard for age verification) using at a minimum the player's full name, date of birth, and last four (4) digits of the bettor's social security number or taxpayer identification on its mobile product and services.
8. Requiring a customer to present identification if they appear under the age of 30 years-old at the gaming establishment
9. An ongoing program of training for personnel at the gaming establishment that emphasizes the responsibility of personnel for identifying and preventing gaming activity by persons younger than 21 years-old
10. Offering non-gaming amenities that include restaurants, bowling, and movies at its retail location.
11. Remitting "identifiable winnings or losses arising as a result of such prohibited gaming in a gaming establishment by a person younger than 21 years old" to the Commission for deposit into the Gaming Revenue Fund
 - a. Any funds confiscated from a minor must be given to the Cage for verification and safekeeping before being remitted to the Gaming Revenue Fund.
 - b. The Cage is required to issue a receipt to the security personnel submitting confiscated funds; and
 - c. Security must log the fund confiscation in an incident report;

BetMGM also provides contact information should another customer or person know that someone under the age of 21 is registered with BetMGM. BetMGM asks that that individual please contact customer service immediately to report that account.

Security Plans for Intoxicated Patrons

No person will be permitted to show signs of intoxication on Company property. The Security Department is tasked with enforcing this policy.

If a team member, guest, or vendor believes that another person on Company property is showing signs of intoxication, Security should be notified immediately. Security will treat calls for signs of intoxication with high priority.

Security will approach and speak to the person alleged to show signs of intoxication. Security personnel, in their sole capacity, will determine through this interaction whether or not the person is showing genuine signs of intoxication. In questionable situations, Security will err on the side of safety and determine that the person is showing genuine signs of intoxication. An admission by a person that he or she is intoxicated (or an admission through a common euphemism such as being “drunk,” “wasted,” etc.) will be treated as a genuine sign of intoxication regardless of his or her other behaviors or the appraisal of Security personnel. Once a determination has been made that a person is showing signs of intoxication, no reversals of that determination will be permissible. If a person is not found by Security to be showing genuine signs of intoxication, Security will allow the person to resume his or her activities and then follow up with the person that made the initial report and explain Security’s decision. A person not found to be showing signs of intoxication in one instance may, at a later time, be determined by Security to show genuine signs of intoxication if such circumstances arise.

[REDACTED]

[REDACTED]

Persons showing signs of intoxication at BetMGM’s retail location are prohibited from gaming activities, including placing wagers. Persons showing signs of intoxication are not permitted to stay on Company premises.

[REDACTED]

Employee Training

A crucial element of any effective responsible gambling program is employee training. BetMGM is committed to providing all of its employees responsible gambling training. All employees are introduced to responsible gambling and problem gambling information during new hire orientation. Additionally, employees are provided and required to complete annual GameSense refresher training to ensure knowledge retention.

It's critical to understand that while BetMGM trains its employees to have a basic level of understanding of problem gambling, BetMGM does not train its staff to diagnose individuals as having a gambling addiction nor does it provide clinical assistance. Rather, employees are trained to identify problematic and concerning behavior and interact with customers to determine an appropriate course of action to either take a break, use BetMGM's mobile limit setting tools, or refer them to the problem gambling helpline and/or the Commission's website and voluntary-exclusion program.

Topics included within this training include:

1. Responsible gambling general information
2. Problem gambling information including
 - a. Its potential impact on the individual
 - b. Its potential impact on the family and friends of the individual
 - c. Its potential impact on the individual's job performance
3. Common problem gambling characteristics and warning signs
4. How to communicate with customers who are suspected of having a gambling related problem, and how to refer them to additional help and resources via the approved problem gambling helpline (1-800-327-5050 and 1-800-GAMBLER).
5. BetMGM specific responsible gambling tools and resources
6. BetMGM specific responsible gambling principles, policies, and procedures, which include:
 - a. Prohibition of minors from using BetMGM and procedures to prevent them from accessing BetMGM's products and services.
 - b. Prohibition of individuals on the voluntary self-exclusion list and procedures to prevent them from accessing BetMGM's products and services.

In addition to general training provided to all employees, Customer Service employees, who have the most frequent interactions with BetMGM customers, receive enhanced training in the following areas:

1. How to recognize the nature and symptoms of problem gambling behavior

2. How to assist customers who are experiencing gambling related harm, including recommending the use of BetMGM tools, taking a timeout, calling the problem gambling helpline, and how to enroll in the voluntary self-exclusion program
3. How to respond to reports from third parties, such as family members, about concerns related to a customer's gambling behavior
4. Identifying and preventing intoxicated and/or impaired customers from gambling

The Compliance Department and Responsible Gambling Program Manager are responsible for the content of the responsible gambling training as well as ensuring employees are trained effectively and on a regular basis.

The Internal Audit Team is responsible for conducting regular reviews and inspections of training logs to ensure compliance.

Should departments be found out of compliance with these directives, department heads will be notified that remedial action is needed. Department heads shall promptly provide a step-by-step remedial action plan with a date for completion to the Internal Audit Team and Compliance Department.

Marketing and Advertising

BetMGM adheres to the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible marketing and advertising of sports betting products and activities.

BetMGM's marketing department receives extensive training and communication regarding adherence to the AGA's Responsible Marketing Code for Sports Wagering.

In accordance with the AGA's standards and the Commission's regulations, BetMGM shall ensure the following:

1. BetMGM shall display signage and written materials, in conspicuous places in its retail sports wagering facilities. BetMGM's Responsible Gambling Team will provide information and materials that will include:
 - a. The nature of responsible and problem gambling.
 - b. Information and a link to the Commission's Voluntary Self-Exclusion Program: <https://massgaming.com/about/voluntary-self-exclusion/>
 - c. Massachusetts Problem Gambling Helpline – 1-800-327-5050
 - d. National Gambling Helpline – 1-800-GAMBLER
 - e. The Massachusetts Problem Gambling Helpline website link - <https://gamblinghelplinema.org/>

- f. The Office of Problem Gambling Services website line - <https://www.mass.gov/orgs/office-of-problem-gambling-services>
 - g. Notice that it is unlawful for any individual who is underage or noticeably intoxicated or impaired to engage in sports wagering.
2. Advertisements, marketing, and promotional materials shall not directly target minors or potentially vulnerable persons, including voluntary-excluded individuals.
 3. Advertisements, marketing, and promotional materials shall include a responsible gaming message, including the toll-free problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) and an assistance and prevention message, except as otherwise permitted by the Director for certain mediums such as social media messages.
 4. Advertisements, marketing, and promotional materials shall not be placed on any website or in print media devoted primarily to responsible gaming.
 5. The minimum legal age to participate shall be included on any website, mobile application, and other forms of advertising, marketing, and promotions, except as otherwise permitted by the Commission's for certain mediums such as social media messages.
 6. Advertisements, marketing, and promotional materials shall not include misleading claims or create the suggestion that the probabilities of winning or losing with the platform are different than those actually experienced.
 7. Advertisements, marketing, and promotional materials shall not contain images, symbols, celebrity or entertainment endorsements, or language designed to appeal specifically to those under 21 years old.
 8. Advertisements, marketing, and promotional materials shall not feature anyone who is or appears to be below 21 years old except for professional athletes who may be minors.
 9. Advertisements, marketing, and promotional materials shall not appear in media outlets that appeals primarily to those under the age of 21.
 10. Advertisements, marketing, and promotional materials shall not be placed in such intensity and frequency that they represent saturation of that medium or become excessive.
 11. Advertisements, marketing, and promotional materials shall not contain claims or representations that sports betting will guarantee an individual's social, financial, or personal success.
 12. Advertisements, marketing, and promotional materials shall not imply that chances of winning increase the more one participates in, or the more one spends on, sports betting.
 13. Advertisements, marketing, and promotional materials shall not be directly distributed to those on the voluntary-exclusion list.
 14. Advertisements, marketing, and promotional materials shall not contain nor imply lewd or indecent language, images, or actions, and will reflect generally accepted contemporary standards of good taste.
 15. Advertisements, marketing, and promotional materials sent via e-mail or text message shall allow the option to unsubscribe.

16. Upon request from the Commission, BetMGM will make available all advertisements, marketing, and promotional materials developed by or on behalf of BetMGM.
17. BetMGM will ensure that upon request of the Commission any supplier who advertises, markets, or offers promotions on its behalf will make available all relevant advertisements, marketing, and promotional materials.

Managing High-Risk Financial Transactions

BetMGM will abide by the following rules in regard to high-risk financial transactions to ensure player safety and they do not gamble beyond their means:



Responsible Gambling Tools and Features

BetMGM shall prominently display a responsible gambling message affirming BetMGM's commitment to promoting responsible play. Additionally, BetMGM shall provide a problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) on its websites and mobile applications to assist anyone who has concerns about their gambling or the gambling of a loved one.

For its mobile product, BetMGM shall display a link to information about its timeout program, which is offered to customers to help them take a break from using BetMGM's services. Timeouts range in duration from a 72-hour cooling off period, a year, and complete account closure should a customer request it. Individuals who request a timeout will be prevented from doing the following:

1. Wagering;
2. Depositing funds, unless the reason is to clear a negative balance that resulted during the timeout;
3. Making changes to the account.

Customers may cancel their account at any time for any reason with no penalty. Cancellation can be completed by contacting customer service and requesting account closure.

BetMGM offers its customers the option to set deposit limits on a daily, weekly, and monthly basis on its mobile product. Customers may also set wager limits and loss limits on a daily, weekly, and monthly basis on its mobile product.

Through its time management system, BetMGM provides customers the ability to limit how much time they spend on BetMGM's mobile products. Time is measured hourly from the time a customer logs in to their account to the time the customer logs out of their account. Requests to decrease any limit will be granted and implemented immediately. Requests for limit increases (i.e. going from playing 1 hour a day to unlimited play) shall not be granted until the initially set limits have expired. If a player attempts to exceed the time limit set for themselves, they will be prevented from further play.

BetMGM displays how much time has passed since login to help customers understand how much time they're spending on the mobile application. A player is also able to see their transaction history for the games they played as well as payment history for deposits and withdrawals to keep track of their net wins/losses on its mobile product.

The methods by which customers can impose limitations for betting parameters including deposit limits, session time limits, account cool-offs, wager limits are easy and obvious on the mobile product. The self-imposed limitation methods provide the following functionality:

1. Upon receiving any self-imposed limitation order, BetMGM shall ensure that all specified limits are correctly implemented immediately or at the point in time that was clearly indicated to the patron;
2. The self-imposed limitations set by a customer shall not override more restrictive operator-imposed limitations. The more restrictive limitations must take priority;
3. Once established by a customer and implemented by the sports betting system, it shall only be possible to reduce the severity of self-imposed limitations after the limitations have expired and a waiting period (ranging from 24 hours to 30 days after the effective request date) has elapsed.
4. Self-imposed limitations shall not be compromised by internal status events, such as voluntary-imposed exclusion orders and revocations.

BetMGM's mobile registration system prohibits an individual, group of individuals, or entities from establishing more than one account within the Commission's jurisdiction.

Responsible Gambling Website

The BetMGM website shall prominently display the 24-hour toll-free problem gambling helpline 1-800-327-5050 or 1-800-GAMBLER within the footer of its websites. Websites will also display a responsible gambling logo, which directs users to its responsible gambling webpage. The webpage contains the following information.

1. A statement of commitment to promoting responsible gambling and preventing problem gambling.
2. Information about responsible gambling and how to bet within one's means.

- a. Responsible gambling defined: it's a form of entertainment and not a reliable way to earn money
- b. Responsible gambling tools
3. Information about problem gambling including:
 - a. An approved problem gambling helpline
 - b. A link to the Commission's voluntary-exclusion program website
 - c. Problem gambling warning signs
 - d. General information about problem gambling and ways to get help
 - e. A list of state and local resources from reputable sources and organizations
 - f. A link to <https://gamblinghelpline.ma.org/Information> and links to reputable parental control services to help parents or guardians block minors from accessing any sports betting platform.
4. Information about the website's terms and conditions

BetMGM prominently displays a link to house rules and terms and conditions.

Customer Interactions Related to Problem Gambling Related Concerns

BetMGM takes a proactive approach to identifying and dealing with problem gambling concerns. All BetMGM employees are empowered to take action to assist customers who indicate they are experiencing gambling related problems.

BetMGM's Responsible Gambling Compliance Team is responsible for reviewing problem gambling related concerns and relies on customer communication and account activity to inform its decision making.

Concerning Communication Examples

1. Expressing concerns over losses and asking for bonuses
2. Repeated mentions of losses
3. Expressing negative emotions: frustration, irritation, sadness, guilt, shame, hopelessness, despair
4. Mentions financial issues: debt, challenges paying bills, poor financial situation
5. Mentions a need to recover losses, chasing
6. Mentions wanting or intending to close their account
7. Mentions deception of their gambling activity from friends, family, place of work
8. Abusive and/or threatening language toward BetMGM employees

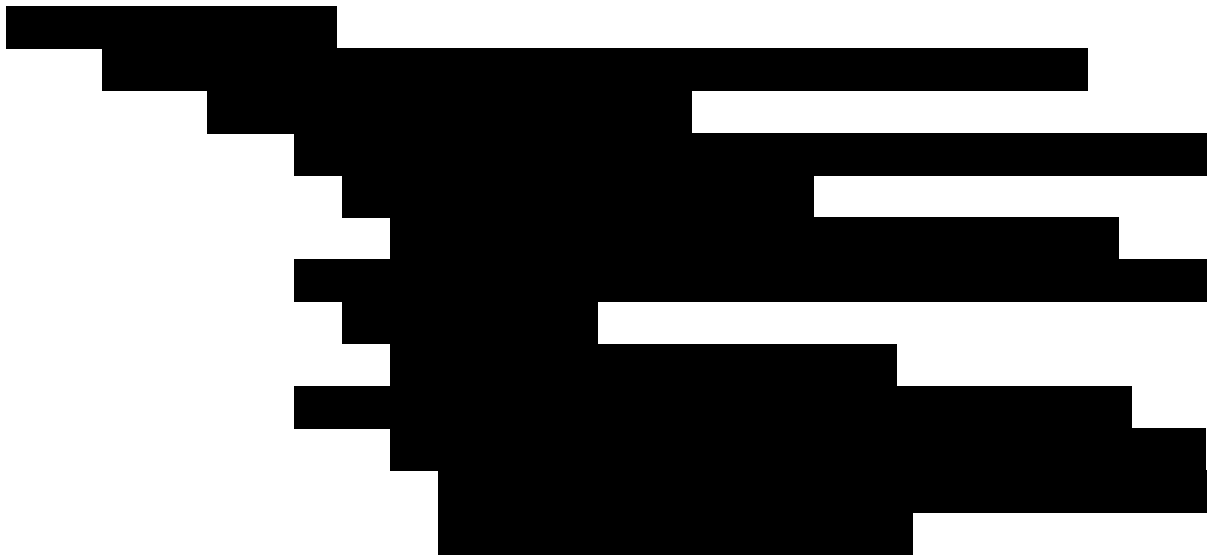
Concerning Account Activity Examples

1. Noticeable Increase/decrease in deposit/betting patterns
2. Cancels withdrawals repeatedly (or many deposits but no withdrawals at all)

3. Several denied deposit attempts (especially insufficient funds)
4. Gambling sessions over 6 hours
5. Keeps adjusting limits in account in order to deposit/bet more
6. Several different deposit methods and/or using 3rd party methods
7. Frequent deposits within a shorter time frame

It's important to note that the above examples are indicators of a potential problem. Additional follow-up is required to make an informed decision about the customer's ability to continue to use BetMGM's products and services.

To address these concerns, the Responsible Gambling Compliance Team will take the following action to gather more information and make the best decision possible.



GameSense Program

BetMGM has partnered with the British Columbia Lottery Corporation to deliver a responsible gambling program which focuses on education, empowerment, and gambling harm prevention. Developed in 2009, the GameSense program takes an informative and transparent approach at responsible gambling.

GameSense provides customers and employees with information about what gambling is and is not – mainly that gambling should stay fun and entertaining, which we promote through:

- **Explaining strategies** to keep gambling fun
- **Dispelling myths** and explaining how gambling works during our normal interactions with customers
- **Providing information and resources** for responsible and problem gambling

The GameSense website includes game guides basic information about betting, randomness, skill vs. chance, and play management. Information about problem gambling and where/how to get assistance are available for customers. The website will also promote the use of responsible gaming tools. It is up to the player to decide as to what information is most useful for them, but the website will include information for different gambler types including: casual gamblers, frequent gamblers, and avid gamblers.

The Responsible Gambling Compliance Analysts also serve as GameSense Advisors, these team members are dedicated to providing information about responsible gambling and assistance for problem gambling related issues via email and/or phone.

For retail customers, guests seeking information about gambling and related topics will be referred to the GameSense Info Center. The GameSense Info Center will be staffed with trained GameSense Advisors who will answer questions, dispel myths, and offer resources to Responsible Gaming. For example, the GameSense program offers patrons information on the odds of specific casino games.

National Council on Problem Gambling

BetMGM is a platinum member of the National Council on Problem Gambling (“NCPG”) and a regular attendee of their state and national conferences. The NCPG is a national leader in the development of comprehensive policy and programs to assist those affected by problem gambling. Their purpose is to serve as the national advocate for programs and services to help individuals and families affected by problem gambling. The NCPG focuses on improving the health and wellness of individuals by reducing the personal, social, and economic costs of problem gambling.

Major National Council programs include:

1. The National Problem Gambling Helpline Network (1-800-GAMBLER), a single national access point to local resources.
2. The annual National Conference on Problem Gambling, the world’s oldest and largest problem gambling-specific conference.
3. National Problem Gambling Awareness Month (annually in March).
4. Holiday Lottery Responsible Gambling Campaign (annually in December).
5. Administration of the International Certified Gambling Counselor (ICGC) credential.
6. Providing education on problem gambling issues to Federal, state, tribal and international governments and agencies.
7. Distribution of information on problem gambling and gambling addiction treatment, research and recovery.
8. National referral resource on gambling counselors and treatment facilities.

Evaluation, Reporting, and Continuous Improvement

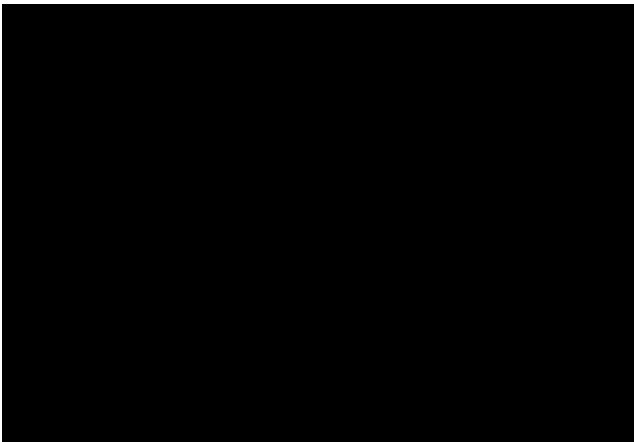
BetMGM is committed to regular evaluations of its responsible gambling program. As part of these evaluations, the BetMGM Responsible Gambling Team monitors new developments in the fields of responsible and problem gambling for evidence-based improvements. The BetMGM Responsible Gambling Team performs periodic reviews of its self-exclusion program to ensure program effectiveness. It also reviews BetMGM products and websites to ensure regulatory compliance. At our retail location, we will inspect the gaming floor monthly to ensure that responsible gaming literature is present. Additionally, BetMGM's Responsible Gambling Team is responsible for providing reports to regulators as required.

Retail Signage Copy

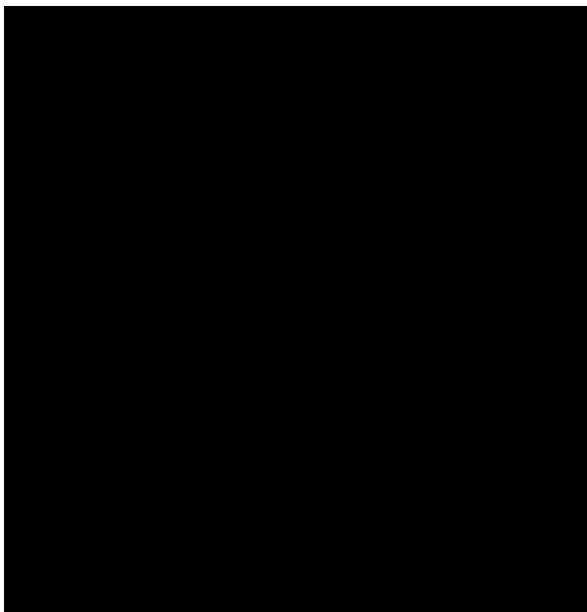
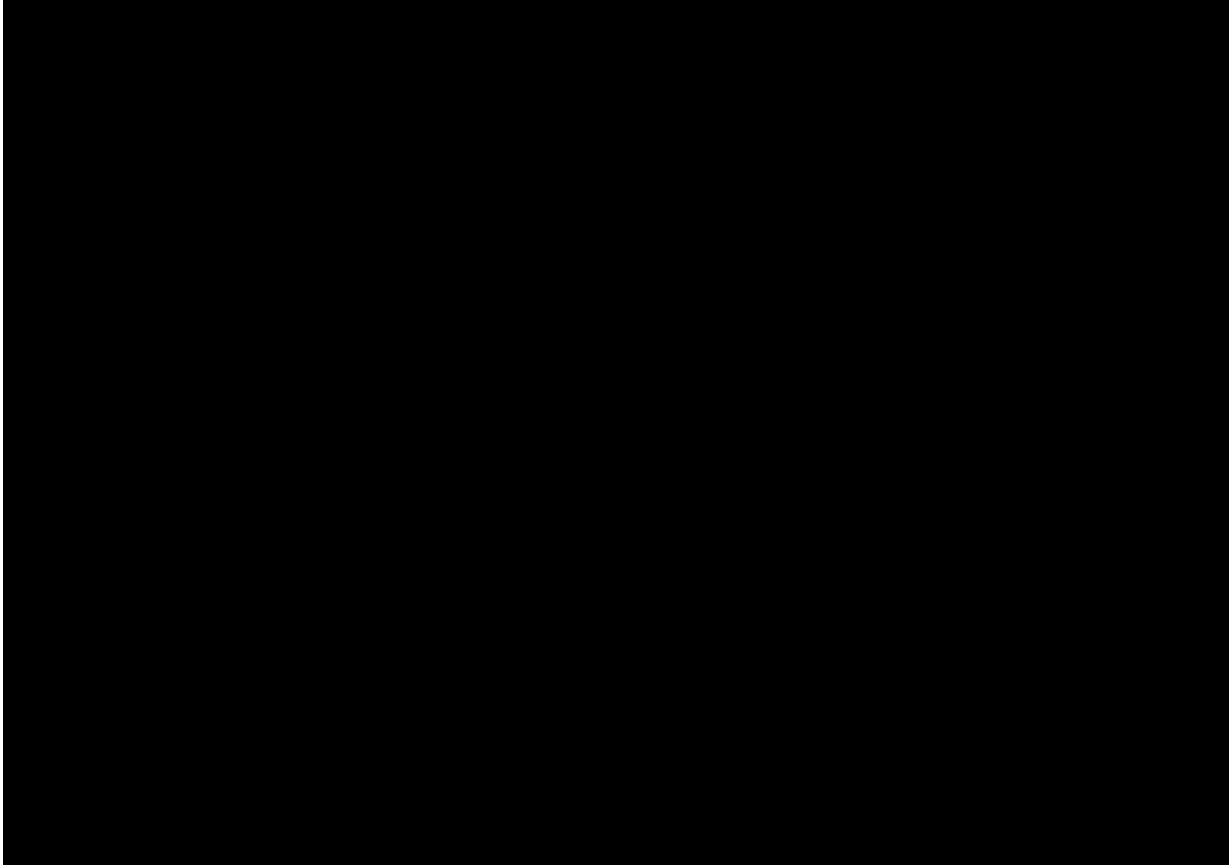
The following is a draft of the content to be displayed on Retail Signage, this is not a final product

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]

**This is just an example of the content that will be displayed on Retail signage. See below for examples of graphics that may be used **



The following is a draft of the content to be displayed on Responsible Gambling brochures, this is not a final product



Massachusetts Sports Betting 101
Brochure

- On page 3, the QR must be changed to the following Massachusetts GameSense link: <https://www.ma.betmgm.com/en/p/about-us/responsible-gaming-gamesense>
- On the bottom of page 3, the text should be changed to reflect the following: “If you or someone you know has a gambling problem, confidential help is available at 1-800-327-5050 or 1-800-GAMBLER”

This is an example of the Massachusetts specific changes that will be made to the Sports Betting 101 Brochure, as shown above



BETMGM

E.2 ADVERTISING & PROMOTIONAL PLANS

Provide a thorough description of the Applicant's ability to demonstrate the advertising, marketing, and promotional efforts to be made in the Commonwealth. Information should include:

- a. Estimated marketing budget in the Commonwealth
- b. Promotion and player loyalty programs
- c. Advertising plans – *must include information for any third-party marketing firm applicant plans to partner with for advertising in the Commonwealth*
- d. Measures to ensure that marketing reaches the target audience and not underage or vulnerable populations
- e. Player acquisition models – *specify minimum age to participate*
- f. Plans to incorporate responsible gaming and problem gambling information
- g. Strategies for converting those customers wagering via unlicensed or illegal means to wagering legally in the Commonwealth
- h. Examples of marketing, advertising, and promotional materials/activities recently used in other jurisdictions

See attached “E2-02 Marketing Plan CONFIDENTIAL.pdf” and “E2-02 Marketing Plan CONFIDENTIAL.pptx”.

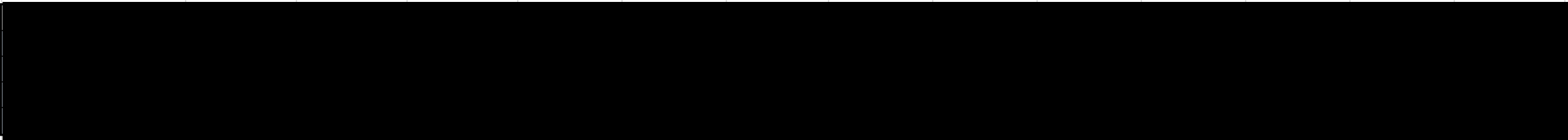


Massachusetts Marketing Plan

November 2022

Estimated Marketing Budget – Full Year

- [REDACTED]
- [REDACTED]
- [REDACTED]
- An example of a yearly marketing spend is below broken out by month and by channel.



BetMGM Sports – Promotions Strategy

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



MGM/BetMGM Rewards

BetMGM & MGM Rewards

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

Earn whether you're in the BetMGM app or in one of over 20 MGM properties in Las Vegas & Nationwide.

Program Overview

EARN REWARDS EVERYWHERE YOU PLAY

As a BetMGM Rewards member, you're also automatically enrolled¹ into MGM Rewards, the loyalty program of MGM Resorts. Double up and stack those rewards high by earning both BetMGM Rewards Points and MGM Rewards Tier Credits for your online play at BetMGM.

Redeem Rewards Points for bonus credits toward sports, casino or poker play at BetMGM, or convert them into MGM Rewards Points redeemable for complimentary food and beverage, entertainment, hotel stays and more.

At the same time, earn Tier Credits to unlock new MGM Rewards Tiers for exclusive benefits, including waived resort fees, tickets to MGM Rewards concerts, room upgrades, and more at over 20 MGM Resort properties in Las Vegas and nationwide.



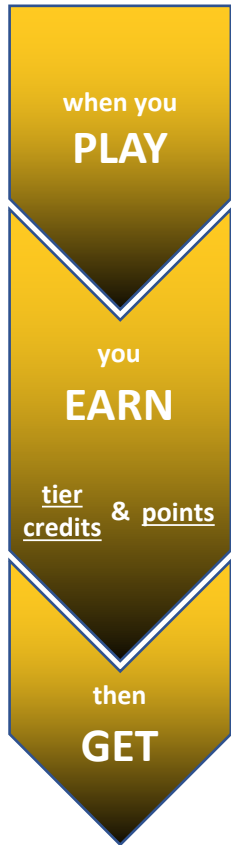
Point Earning & Tier Benefits

How Are MGM and BetMGM Interconnected?

CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

With our strategy of focusing on rewards and the joint value proposition, this chart distills key interrelationships

HOW DO I GET REWARDS?



<u>MGM Rewards</u> (20+ luxury resorts in Las Vegas and nationwide)	<u>BetMGM Rewards</u> (online in AZ, CO, DC, IA, IN, LA, MI, MS, NJ, NV, PA, TN, VA, VW, VY plus physical sportsbooks in many states)
Play slots, table games, stay, or dine at MGM Resorts nationwide ¹	Play online casino games, poker, or wager on sports in the BetMGM app, OR wager on sports at BetMGM Sportsbook locations nationwide
<p>Earn MGM Rewards Tier Credits when you play at MGM Resorts or online at BetMGM. Tier Credits track your progress toward unlocking new MGM Rewards tiers.</p> <p>Every MGM Rewards Tier you unlock entitles you to benefits across MGM Resorts and BetMGM. Unlock a new tier by playing at home with BetMGM, then enjoy the benefits of that tier when you visit MGM Resorts.</p>	
Earn MGM Rewards Points	Earn BetMGM Rewards Points
Redeem MGM Rewards Points for: hotel accommodations, dining, entertainment and more at over 20 MGM Resorts in Las Vegas and nationwide	Redeem BetMGM Rewards Points for: online free play OR transfer them into MGM Rewards Points

¹ or generate other qualifying non-gaming spend on hotel, food & beverage, etc. Visit mgmrewards.com for more details.

BetMGM : Earning Points Across All Products

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For MA: Only Sports Applicable

	Wager on the BetMGM App or BetMGM.com...	and Receive ² ...
Sports	\$100 in a Straight Bet ¹ ...	at least 20 BetMGM Rewards Points (or even more, with longer odds) and 20 Tier Credits
	\$100 in a Parlay ¹ ...	at least 50 BetMGM Rewards Points (or even more, with longer odds) and 50 Tier Credits
Casino*	\$100 in Regular Slots and Instant Win Games...	up to 20 BetMGM Rewards Points and 20 Tier Credits
	\$100 in Progressive Jackpot Slots...	up to 10 BetMGM Rewards Points and 10 Tier Credits
	\$100 in Live Table Games, like Baccarat, Blackjack, Craps, Roulette, Live Casino Slot Games and Video Poker...	up to 4 BetMGM Rewards Points and 4 Tier Credits
Poker*	Pay \$100 in Cash Game Rake...	up to 500 BetMGM Rewards Points and 500 Tier Credits
	Pay \$100 in Tournament Fees...	up to 500 BetMGM Reward Points and 500 Tier Credits

¹ At -110 odds for a straight bet and +300 for a parlay. Sports wagers can award BetMGM Rewards Points and Tier Credit earnings at higher or lower rates based on the odds selection, type of bet and wager amount

² Earning rates can vary based on wager, jurisdiction and/or game played

BetMGM Rewards: Tier Benefit List

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Revised benefit tables for main loyalty landing page emphasize tier benefits in the loyalty value proposition

BetMGM Rewards: Tier Benefits List	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
MGM Rewards: When you play with BetMGM, you also become a member of MGM Rewards, the loyalty program of MGM Resorts!	X	X	X	X	X
Tier Credits: Whether you play at over 20 MGM Resorts nationwide or BetMGM from your mobile phone, you earn Tier Credits toward elite status at MGM and BetMGM for more benefits!	X	X	X	X	X
Access to MGM offers for free or discounted room nights at MGM Resorts via your MGM Rewards account (based on play levels)	X	X	X	X	X
Earn BetMGM Rewards Points that can be redeemed for BetMGM online bonuses or converted to MGM Rewards Points	X	X	X	X	X
BetMGM Rewards Birthday Free Bet: Members receive a free bet on their birthday ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Anniversary Free Bet: Members receive a free bet on the anniversary of their first real money bet ¹	\$5	\$10	\$25	\$100	\$200
BetMGM Rewards Point Bonus on BetMGM Rewards Points earned via BetMGM play ²		10%	20%	30%	40%
Access to Premium Customer Support			X	X	X
Expedited window service at MGM Resort-based BetMGM Sportsbooks ³				X	X
Access to Dedicated VIP Host for BetMGM					X

¹ In order to be eligible to receive a BetMGM Anniversary Free Bet or BetMGM Birthday Free Bet, you must have at least \$1 in real money wagers within the last 365 days at BetMGM. Member accounts that do not meet this requirement are ineligible for this benefit. The BetMGM Birthday Free Bet is issued on your birthday of record. The BetMGM Anniversary Free Bet is issued on the anniversary of your first wager with BetMGM. Members who have not created an account via the BetMGM app or at BetMGM.com will not be eligible for this benefit. Accounts created in Nevada are ineligible for this benefit. BetMGM is not responsible for errors in the birthday or anniversary date. BetMGM reserves the right, at its sole discretion and without notice, to modify the terms under which this benefit is offered, disqualify player eligibility from this benefit, or revoke this benefit.

² This bonus is automatically awarded for each wager

³ Subject to availability by property

Select MGM Rewards Benefits

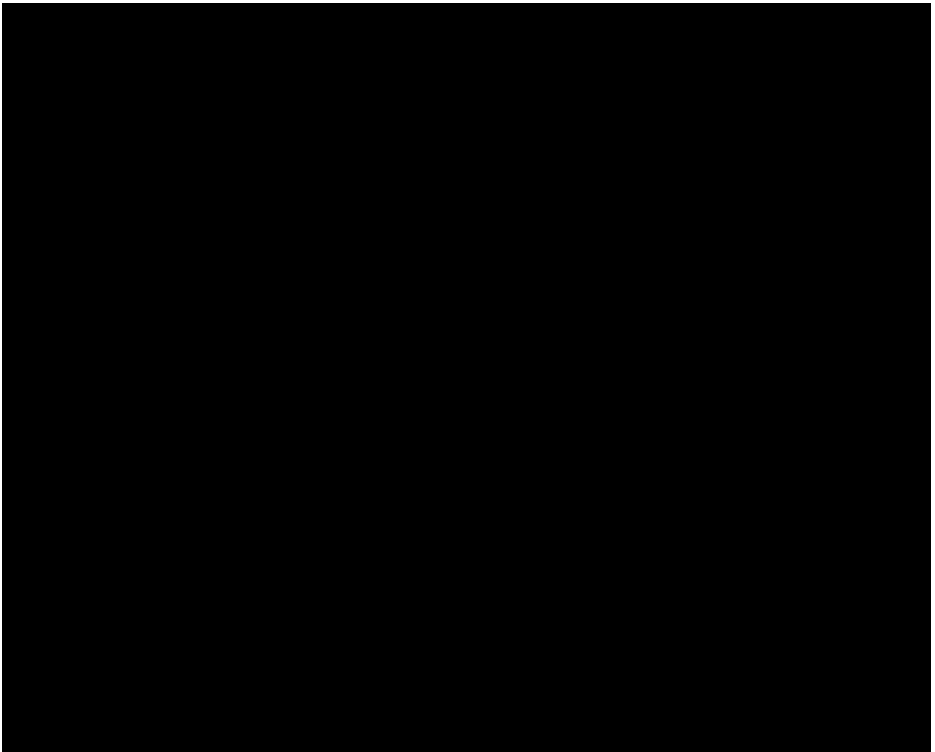
CONFIDENTIAL AND NOT SUBJECT TO DISCLOSURE AS A PUBLIC RECORD PURSUANT TO M.G.L. c. 23N, § 6(i)

A sample of benefits offered at various tiers reinforces the unique joint value proposition offered by MGM and BetMGM

MGM Rewards: Select Benefits	Sapphire (0-19,999) Tier Credits	Pearl (20,000+) Tier Credits	Gold (75,000+) Tier Credits	Platinum (200,000+) Tier Credits	NOIR (Invitation Only)
Earn MGM Rewards Points when you play, stay, and dine at all MGM Rewards destinations	X	X	X	X	X
Complimentary Tickets to Select Exclusive MGM Rewards Concerts in Las Vegas		X	X	X	X
Exemption from MGM Reward Point Expiration: MGM Rewards Points and Slot Dollars do not expire due to inactivity		X	X	X	X
Complimentary Self-Parking (subject to availability)		X	X	X	X
Complimentary Valet Parking at Participating MGM Rewards destinations (subject to availability)		X	X	X	X
Resort Fee Waived when booking direct			X	X	X
Complimentary enhanced room upgrade at check-in, based on availability (e.g. view rooms, high floor, etc.)			X	X	X
Tier Achievement Celebration Dining Experience for qualifying members			\$100	\$200	\$500
Complimentary Early Check-in upon request (1:00 PM based on availability, 24-hour notice required)				X	X
Complimentary Late Check Out (4:00 PM based on availability)				X	X
Air Travel Credit to Las Vegas once a year for qualifying Platinum and NOIR members				Up to \$600	Up to \$1,200
One Advanced Suite Upgrade in Las Vegas per year, up to 3-night stay				X	X
Expedited access to Valet/Taxi				X	X

Massachusetts Advertising Media Strategy

- [Redacted]
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- [Redacted]
- [Redacted]



Massachusetts Advertising Plan

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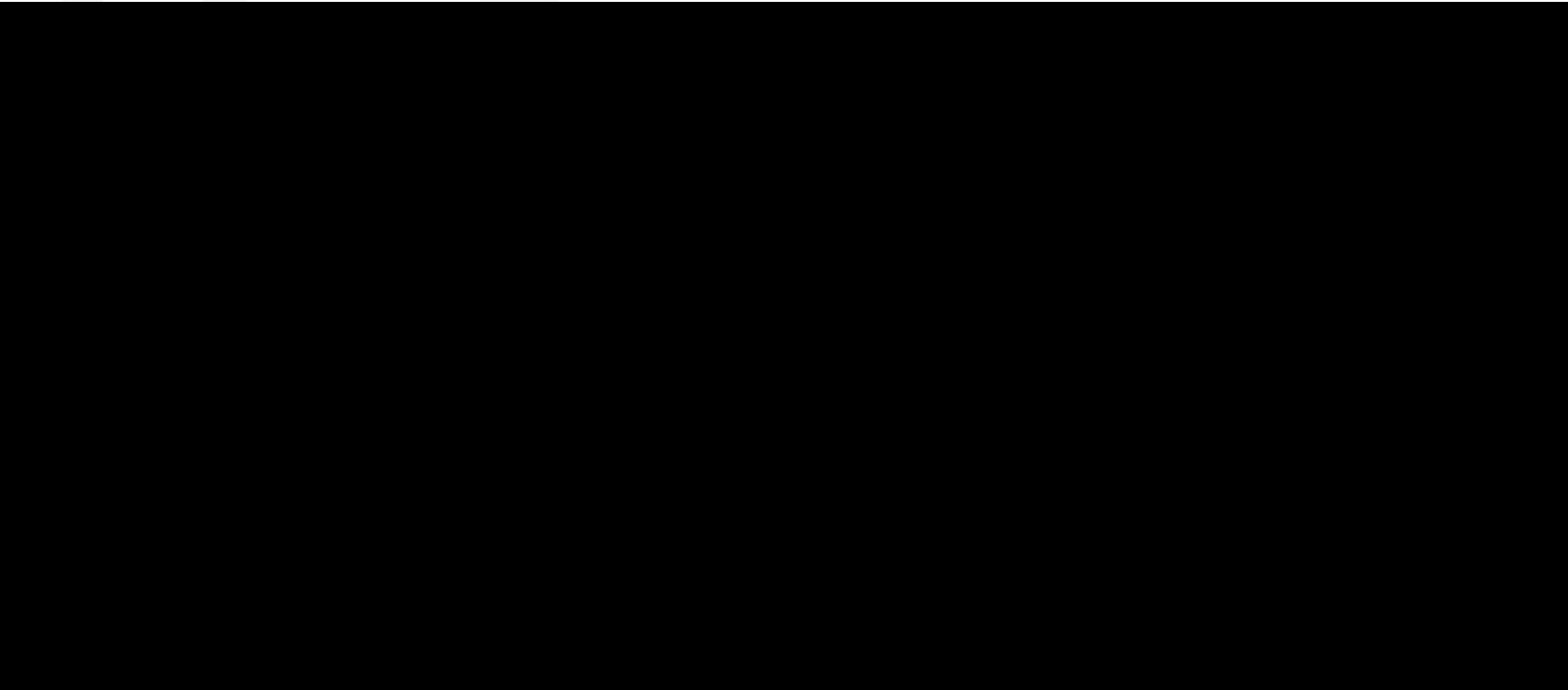
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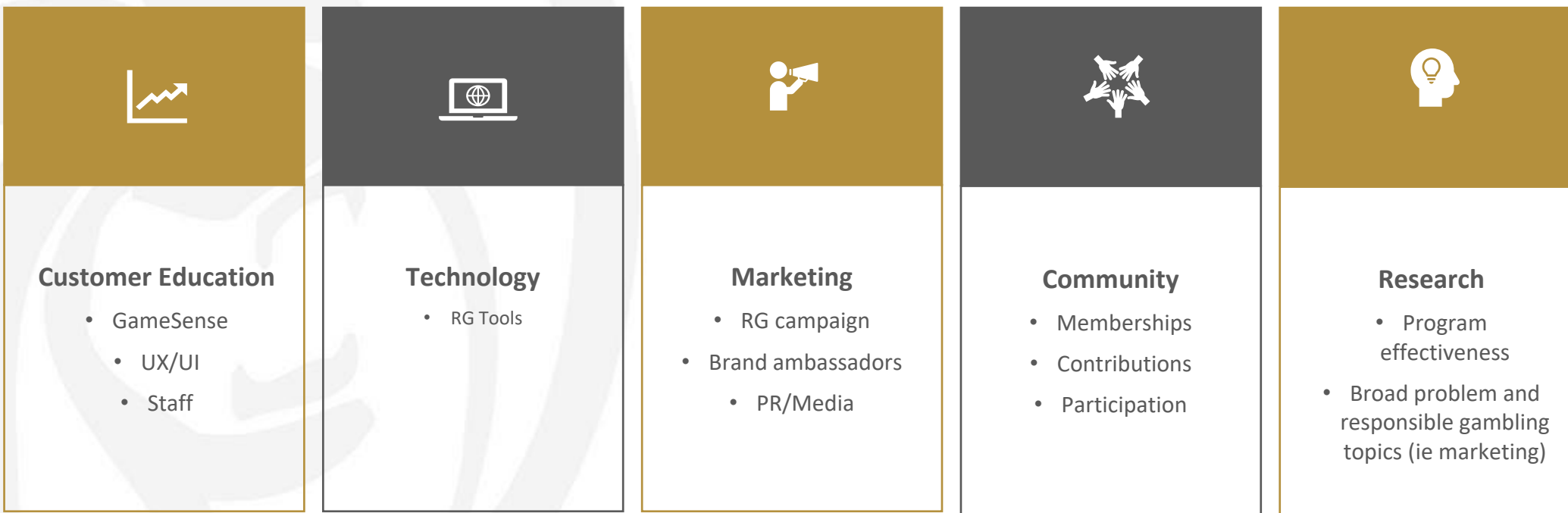
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Responsible Gambling Plan

BetMGM's approach is to tap into institutional expertise, technology, external relationships, and evidence-based practices to be an industry leader in responsible gaming and provide every customer with the opportunity to be well informed, supported, and empowered to gamble responsibly.



Responsible Gambling Plan

Customer Education

- Leverage GameSense within UI in a manner that is easy to find and understand
- Continued use of BetMGM staff to support customers with questions and/or seeking assistance

Technology

- Make aware RG Tools available (e.g. time, deposit and wager limits)

Marketing

- All new registrants to receive a GameSense welcome email
- Provide RG information on website
- Omni-channel approach to deliver effective RG messaging, including use of RG disclaimers across all ads
- Potential use of brand ambassadors to add reach/impact of messaging

Community

- Nurture current relationships
 - Platinum members of National Council on Problem Gambling, serving on NCPG and Nevada Problem Gaming Committees. Participate in American Gaming Association's Responsibility Committee; AGA Have A Game Plan partner
- Have a presence with problem gambling stakeholders in each jurisdiction

Research

- Implementing 2-year study with The International Center of Responsible Gaming

Converting Customers from Illegal books

As an operator fully committed to strictly legal sportsbook activity, we have a vested interest in ensuring consumers are made aware of the risks and illegalities of wagering with unlicensed and or grey market entities. Our consumer obligation manifests in multiples strategies listed below in point form for concision.

- Use of paid search to bid against terms associated with said entities and focused on messaging that highlights the legal status of BetMGM versus the terms being served against.
- Social media messaging and targeting users following the pages etc. of said entities aimed at ensuring they as consumers are aware that legal and responsible options are available via operators such as BetMGM.
- SEO content aimed at providing informational resource to consumers ensuring they are aware that legal and responsible options are available via operators such as BetMGM and that the use of unlicensed and or illegal entities is a federal offence.

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BETMGM

E.3 HISTORY OF DEMONSTRATED COMMITMENT

Provide a thorough description of the policies and procedures that the applicant has adopted to:

- a. Promote responsible gaming within the gaming establishment or mobile application and in the community
- b. Assist patrons and users that are experiencing gambling-related harm
- c. Cooperate and support any government or regulatory agencies to promote responsible gaming and/or mitigate gambling-related harm
- d. List any membership or partnership with an agency or organization whose mission is in whole, or part, dedicated to responsible gaming or problem gambling
- e. List any awards or recognition the applicant has received, related to efforts to promote responsible gaming, or mitigating gambling-related harms

See attached "E3-a_e-02 Responsible Gaming Plan.pdf".



Responsible Gambling Plan – Massachusetts

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Purpose

The purpose of the Responsible Gambling Plan (“the Plan”) is to promote responsible gambling and demonstrate BetMGM’s pledge and commitment to our employees, customers, and the

community to make responsible gambling an integral part of our daily operations. BetMGM strives to provide the world's safest and most innovative gambling platform.

BetMGM adheres to the American Gaming Association's ("AGA") Code of Conduct for Responsible Gaming and the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible gambling. The Codes of Conduct are pledges to employees, customers, and the public to promote the activity of gambling in a safe and responsible manner.

Through training, internal controls, procedures, and innovative responsible gambling tools, BetMGM is committed to preventing underage gambling and gambling by excluded individuals, providing its customers with responsible gambling and problem gambling information, providing betting limit-setting features, and providing information regarding the State of Massachusetts's self-exclusion program and problem gambling resources.

While the Responsible Gambling team is responsible for the implementation and maintenance of this plan, all employees of BetMGM are expected to be knowledgeable of, and follow approved procedures outlined in this Plan. The Plan shall be implemented at the commencement of BetMGM's operations within the State of Massachusetts.

BetMGM's Responsible Gambling Principles and Best Practices

BetMGM has a central guiding document to inform and direct its responsible gambling strategy and initiatives at a corporate level. Titled the BetMGM Responsible Gambling Principles and Best Practices, this document provides guidance and directives regarding responsible gambling, problem gambling, the company's commitment to employee training, the company's commitment to continuous improvement and evaluating its responsible gambling program, and a directive regarding its review and enforcement process.

To further embed a culture of responsible gambling at BetMGM, the company created its Responsible Gambling Council, which consists of senior leaders from key departments including marketing, human resources, operations, VIP, product, compliance, and risk. The purpose of the council is to provide leadership, accountability, strategic guidance, and support of responsible gambling initiatives.

The Compliance Department of BetMGM is responsible for monitoring the enforcement of the Plan and establishing procedures for the Plan's implementation by the operations departments. Specifically, the Responsible Gambling Program Manager, Interactive Gaming Manager, and Responsible Gaming Compliance Analysts will have responsibility for ensuring the Plan is executed on a day-to-day basis.

The Human Resources Department of BetMGM provides an opportunity for all employees to submit anonymous questions or concerns related to responsible gambling or any other topic

through a link emailed to the entire staff on a weekly basis. The questions are answered live on our company meetings where every employee is sent an invite and these meetings happen three times a week. Four times per year employees are also able to take a survey and submit feedback which remain anonymous as well. The Human Resources Department will thoroughly review the feedback submitted to inform decisions around workplace experience.

Massachusetts Voluntary Self-Exclusion Program

The Massachusetts Gaming Commission (“Commission”) maintains lists of individuals who have requested to be excluded from sports betting within the State of Massachusetts, to reduce and mitigate the effects of problem gambling. Individuals on the voluntary self-exclusion list shall be prohibited from participating in any form of legalized gambling in the Commission’s jurisdiction and are prohibited from collecting any winnings or recovering any losses resulting from violation of the restrictions or accepting any complimentary gifts or services or any other thing of value from a Commission-licensed facility, retail location or mobile wagering platform. In the event a patron has a pending wager and then self-excludes, the wager shall be canceled, and the funds returned to the patron.

Individuals may request to be excluded for the following lengths of time:

- One (1) year
- Three (3) years
- Five (5) years
- Lifetime

Enrollment into the Commission’s voluntary-exclusion program is available for completion at all GameSense Info Centers, the Massachusetts Gaming Commission offices, the Community-based Enrollment program, and the online Massachusetts voluntary self-exclusion remote online process. An application will not be accepted if it was not completed in the presence of the Commission’s staff or through the online Massachusetts voluntary self-exclusion remote enrollment process.

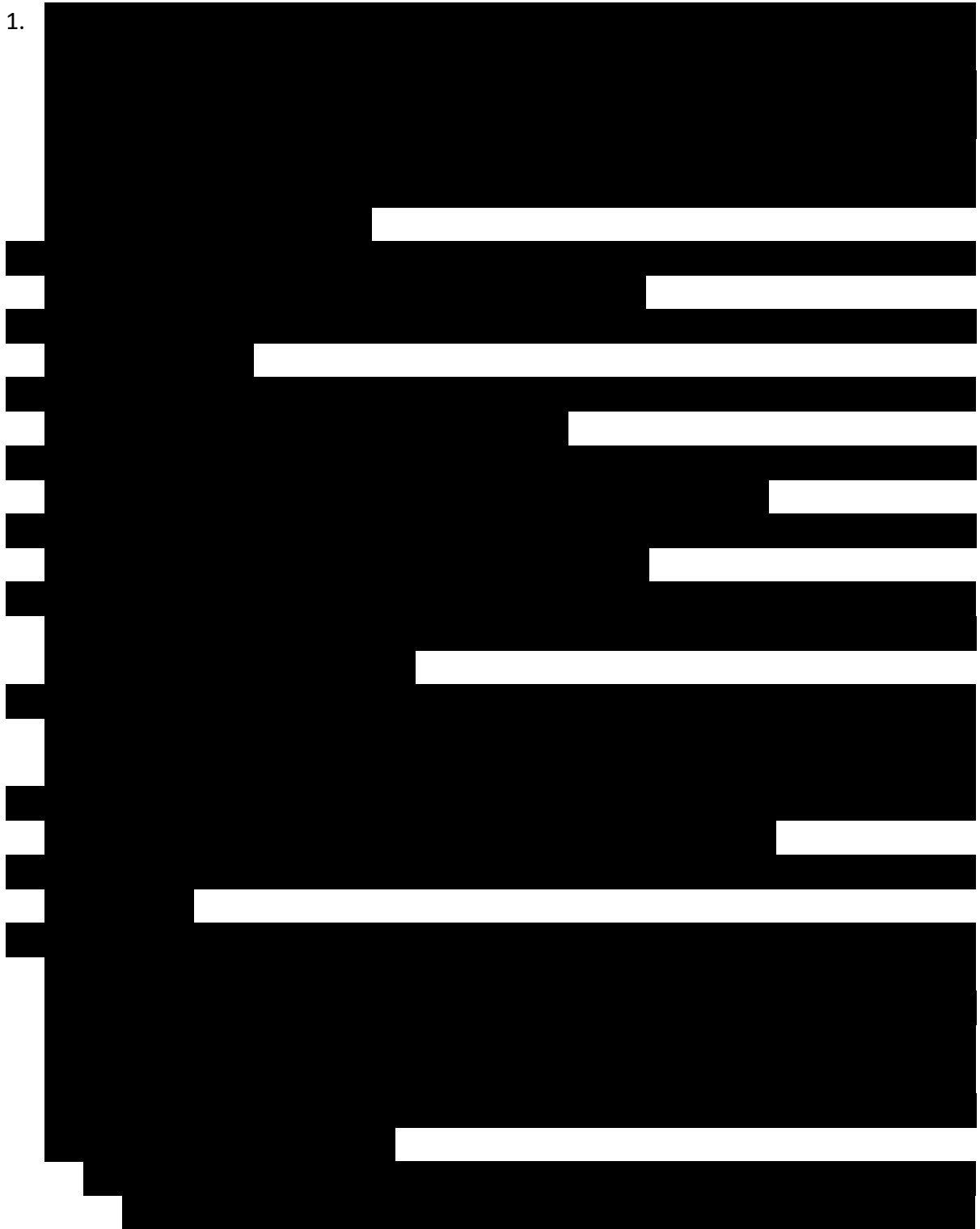
In support of these efforts and to comply with the Commission’s regulations, BetMGM shall provide (<https://massgaming.com/about/voluntary-self-exclusion/>) a link within its services and websites leading to the Commission’s voluntary-exclusion website. There, an individual can locate the application, information about the program, and how they can sign up for the Commission’s voluntary-exclusion program.

Voluntary-Exclusion List Administration

In accordance with regulations, BetMGM will maintain a copy of the Commission’s voluntary-exclusion list. BetMGM’s Responsible Gambling Team will routinely review the lists to ensure they are kept up to date. Information received from the Commission shall be deemed confidential

and BetMGM will ensure voluntary-exclusion information will not be disclosed to any unauthorized parties. The following procedures and controls will be used by BetMGM to ensure proper administration and maintenance of the voluntary-exclusion list.

1.



b.

[REDACTED]

[REDACTED]

Massachusetts Sports Gaming Exclusion Program

The Commission maintains a list of persons who have been determined to pose a threat to the integrity of gaming and are excluded from participating in licensed sports wagering or ejected from licensed sports wagering facilities in the State of Massachusetts.

The Exclusion List consists of persons who have:

1. Violated or conspired to violate laws related to gaming
2. Cheats
3. Willful tax evaders
4. Individuals whose presence in a licensed gaming establishment would adversely affect public confidence and trust in the gaming industry

Persons whose presence in a licensed gaming establishment poses the potential of injurious threat to the interests of the Commonwealth In accordance with regulations, BetMGM shall perform the following:

1. [REDACTED]

6.

[REDACTED]

In the event that a third-party believes someone they know has a gambling problem and wants the person to be self-excluded, the BetMGM Responsible Gambling Compliance Team will direct them to information and resources on how to be self-excluded including the website: <https://massgaming.com/about/voluntary-self-exclusion/>. We will not confirm or deny if an account exists on our platform to anyone other than the account holder.

Underage Gambling

BetMGM takes its responsibility to prevent underage gambling seriously and utilizes a series of safeguards to ensure compliance. A full identity check and age verification process is performed before a customer can register to use BetMGM's mobile products and services.

During the registration process on BetMGM's mobile products and services, all users are required to provide acceptable and valid identification with date of birth. In addition to providing proof of identification during registration, BetMGM may require additional verification upon any deposits and withdrawals. Only customers 21 years of age or older may deposit or withdraw funds.

BetMGM encourages parents to use child protection software to help block and prevent children from being able to access gambling and other sites and applications, which may not be appropriate for children. BetMGM shall encourage parents to use child protection software, such as Cyberpatrol and Cybersitter, to block gambling websites from underage individuals.

For wagers conducted at a sports wagering facility, employees shall be required to request valid proof of identification from customers who appear to be under the age of 30. Wagers shall not be permitted from these individuals until such a request has been fulfilled and the proof identification verified.

BetMGM has established procedures to reasonably ensure an individual who is a minor is prohibited from participating in using its services. These procedures include:

1. Verification of the full identify on the mobile product and services of the bettor prior to the bettor being allowed to make a deposit into or withdrawal from their BetMGM account or placing a wager.
2. The use of [REDACTED] as know your customer (KYC) providers for its mobile products and services. [REDACTED] aggregates the customer's account registration data and then uses external sources, [REDACTED], to identify the customer and attempt to complete their full 9-digit Social Security Number (SSN) (BetMGM only requests the last four (4) digits of a potential customer's SSN during the registration process).

3. Five (5) attempts can be made by a customer to amend registration details before the system requests a manual upload of identifying documents.
4. Maintaining a record of the customer's acceptance of BetMGM's terms and conditions and privacy policy to participate in betting through the mobile application or any authorized digital platform accepting wagers online.
5. Maintaining a record of the customer's certification that the information provided to BetMGM is accurate and they are not on the self-exclusion list or exclusion list for its mobile application.
6. Maintaining a record of the customer's acknowledgment that BetMGM only offers sports betting to individuals ages 21 or older, and that he or she is prohibited from allowing any other person to access or use his or her mobile sports betting account.
7. The verification of the bettor's age through a recognized national database or service (or other commercially reasonable standard for age verification) using at a minimum the player's full name, date of birth, and last four (4) digits of the bettor's social security number or taxpayer identification on its mobile product and services.
8. Requiring a customer to present identification if they appear under the age of 30 years-old at the gaming establishment
9. An ongoing program of training for personnel at the gaming establishment that emphasizes the responsibility of personnel for identifying and preventing gaming activity by persons younger than 21 years-old
10. Offering non-gaming amenities that include restaurants, bowling, and movies at its retail location.
11. Remitting "identifiable winnings or losses arising as a result of such prohibited gaming in a gaming establishment by a person younger than 21 years old" to the Commission for deposit into the Gaming Revenue Fund
 - a. Any funds confiscated from a minor must be given to the Cage for verification and safekeeping before being remitted to the Gaming Revenue Fund.
 - b. The Cage is required to issue a receipt to the security personnel submitting confiscated funds; and
 - c. Security must log the fund confiscation in an incident report;

BetMGM also provides contact information should another customer or person know that someone under the age of 21 is registered with BetMGM. BetMGM asks that that individual please contact customer service immediately to report that account.

Security Plans for Intoxicated Patrons

No person will be permitted to show signs of intoxication on Company property. The Security Department is tasked with enforcing this policy.

If a team member, guest, or vendor believes that another person on Company property is showing signs of intoxication, Security should be notified immediately. Security will treat calls for signs of intoxication with high priority.

Security will approach and speak to the person alleged to show signs of intoxication. Security personnel, in their sole capacity, will determine through this interaction whether or not the person is showing genuine signs of intoxication. In questionable situations, Security will err on the side of safety and determine that the person is showing genuine signs of intoxication. An admission by a person that he or she is intoxicated (or an admission through a common euphemism such as being “drunk,” “wasted,” etc.) will be treated as a genuine sign of intoxication regardless of his or her other behaviors or the appraisal of Security personnel. Once a determination has been made that a person is showing signs of intoxication, no reversals of that determination will be permissible. If a person is not found by Security to be showing genuine signs of intoxication, Security will allow the person to resume his or her activities and then follow up with the person that made the initial report and explain Security’s decision. A person not found to be showing signs of intoxication in one instance may, at a later time, be determined by Security to show genuine signs of intoxication if such circumstances arise.

[REDACTED]

[REDACTED]

Persons showing signs of intoxication at BetMGM’s retail location are prohibited from gaming activities, including placing wagers. Persons showing signs of intoxication are not permitted to stay on Company premises.

[REDACTED]

Employee Training

A crucial element of any effective responsible gambling program is employee training. BetMGM is committed to providing all of its employees responsible gambling training. All employees are introduced to responsible gambling and problem gambling information during new hire orientation. Additionally, employees are provided and required to complete annual GameSense refresher training to ensure knowledge retention.

It's critical to understand that while BetMGM trains its employees to have a basic level of understanding of problem gambling, BetMGM does not train its staff to diagnose individuals as having a gambling addiction nor does it provide clinical assistance. Rather, employees are trained to identify problematic and concerning behavior and interact with customers to determine an appropriate course of action to either take a break, use BetMGM's mobile limit setting tools, or refer them to the problem gambling helpline and/or the Commission's website and voluntary-exclusion program.

Topics included within this training include:

1. Responsible gambling general information
2. Problem gambling information including
 - a. Its potential impact on the individual
 - b. Its potential impact on the family and friends of the individual
 - c. Its potential impact on the individual's job performance
3. Common problem gambling characteristics and warning signs
4. How to communicate with customers who are suspected of having a gambling related problem, and how to refer them to additional help and resources via the approved problem gambling helpline (1-800-327-5050 and 1-800-GAMBLER).
5. BetMGM specific responsible gambling tools and resources
6. BetMGM specific responsible gambling principles, policies, and procedures, which include:
 - a. Prohibition of minors from using BetMGM and procedures to prevent them from accessing BetMGM's products and services.
 - b. Prohibition of individuals on the voluntary self-exclusion list and procedures to prevent them from accessing BetMGM's products and services.

In addition to general training provided to all employees, Customer Service employees, who have the most frequent interactions with BetMGM customers, receive enhanced training in the following areas:

1. How to recognize the nature and symptoms of problem gambling behavior

2. How to assist customers who are experiencing gambling related harm, including recommending the use of BetMGM tools, taking a timeout, calling the problem gambling helpline, and how to enroll in the voluntary self-exclusion program
3. How to respond to reports from third parties, such as family members, about concerns related to a customer's gambling behavior
4. Identifying and preventing intoxicated and/or impaired customers from gambling

The Compliance Department and Responsible Gambling Program Manager are responsible for the content of the responsible gambling training as well as ensuring employees are trained effectively and on a regular basis.

The Internal Audit Team is responsible for conducting regular reviews and inspections of training logs to ensure compliance.

Should departments be found out of compliance with these directives, department heads will be notified that remedial action is needed. Department heads shall promptly provide a step-by-step remedial action plan with a date for completion to the Internal Audit Team and Compliance Department.

Marketing and Advertising

BetMGM adheres to the AGA's Responsible Marketing Code for Sports Wagering, which have established a consistent, industry-wide approach to responsible marketing and advertising of sports betting products and activities.

BetMGM's marketing department receives extensive training and communication regarding adherence to the AGA's Responsible Marketing Code for Sports Wagering.

In accordance with the AGA's standards and the Commission's regulations, BetMGM shall ensure the following:

1. BetMGM shall display signage and written materials, in conspicuous places in its retail sports wagering facilities. BetMGM's Responsible Gambling Team will provide information and materials that will include:
 - a. The nature of responsible and problem gambling.
 - b. Information and a link to the Commission's Voluntary Self-Exclusion Program: <https://massgaming.com/about/voluntary-self-exclusion/>
 - c. Massachusetts Problem Gambling Helpline – 1-800-327-5050
 - d. National Gambling Helpline – 1-800-GAMBLER
 - e. The Massachusetts Problem Gambling Helpline website link - <https://gamblinghelplinema.org/>

- f. The Office of Problem Gambling Services website line - <https://www.mass.gov/orgs/office-of-problem-gambling-services>
 - g. Notice that it is unlawful for any individual who is underage or noticeably intoxicated or impaired to engage in sports wagering.
2. Advertisements, marketing, and promotional materials shall not directly target minors or potentially vulnerable persons, including voluntary-excluded individuals.
 3. Advertisements, marketing, and promotional materials shall include a responsible gaming message, including the toll-free problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) and an assistance and prevention message, except as otherwise permitted by the Director for certain mediums such as social media messages.
 4. Advertisements, marketing, and promotional materials shall not be placed on any website or in print media devoted primarily to responsible gaming.
 5. The minimum legal age to participate shall be included on any website, mobile application, and other forms of advertising, marketing, and promotions, except as otherwise permitted by the Commission's for certain mediums such as social media messages.
 6. Advertisements, marketing, and promotional materials shall not include misleading claims or create the suggestion that the probabilities of winning or losing with the platform are different than those actually experienced.
 7. Advertisements, marketing, and promotional materials shall not contain images, symbols, celebrity or entertainment endorsements, or language designed to appeal specifically to those under 21 years old.
 8. Advertisements, marketing, and promotional materials shall not feature anyone who is or appears to be below 21 years old except for professional athletes who may be minors.
 9. Advertisements, marketing, and promotional materials shall not appear in media outlets that appeals primarily to those under the age of 21.
 10. Advertisements, marketing, and promotional materials shall not be placed in such intensity and frequency that they represent saturation of that medium or become excessive.
 11. Advertisements, marketing, and promotional materials shall not contain claims or representations that sports betting will guarantee an individual's social, financial, or personal success.
 12. Advertisements, marketing, and promotional materials shall not imply that chances of winning increase the more one participates in, or the more one spends on, sports betting.
 13. Advertisements, marketing, and promotional materials shall not be directly distributed to those on the voluntary-exclusion list.
 14. Advertisements, marketing, and promotional materials shall not contain nor imply lewd or indecent language, images, or actions, and will reflect generally accepted contemporary standards of good taste.
 15. Advertisements, marketing, and promotional materials sent via e-mail or text message shall allow the option to unsubscribe.

16. Upon request from the Commission, BetMGM will make available all advertisements, marketing, and promotional materials developed by or on behalf of BetMGM.
17. BetMGM will ensure that upon request of the Commission any supplier who advertises, markets, or offers promotions on its behalf will make available all relevant advertisements, marketing, and promotional materials.

Managing High-Risk Financial Transactions

BetMGM will abide by the following rules in regard to high-risk financial transactions to ensure player safety and they do not gamble beyond their means:



Responsible Gambling Tools and Features

BetMGM shall prominently display a responsible gambling message affirming BetMGM's commitment to promoting responsible play. Additionally, BetMGM shall provide a problem gambling helpline number (1-800-327-5050 or 1-800-GAMBLER) on its websites and mobile applications to assist anyone who has concerns about their gambling or the gambling of a loved one.

For its mobile product, BetMGM shall display a link to information about its timeout program, which is offered to customers to help them take a break from using BetMGM's services. Timeouts range in duration from a 72-hour cooling off period, a year, and complete account closure should a customer request it. Individuals who request a timeout will be prevented from doing the following:

1. Wagering;
2. Depositing funds, unless the reason is to clear a negative balance that resulted during the timeout;
3. Making changes to the account.

Customers may cancel their account at any time for any reason with no penalty. Cancellation can be completed by contacting customer service and requesting account closure.

BetMGM offers its customers the option to set deposit limits on a daily, weekly, and monthly basis on its mobile product. Customers may also set wager limits and loss limits on a daily, weekly, and monthly basis on its mobile product.

Through its time management system, BetMGM provides customers the ability to limit how much time they spend on BetMGM's mobile products. Time is measured hourly from the time a customer logs in to their account to the time the customer logs out of their account. Requests to decrease any limit will be granted and implemented immediately. Requests for limit increases (i.e. going from playing 1 hour a day to unlimited play) shall not be granted until the initially set limits have expired. If a player attempts to exceed the time limit set for themselves, they will be prevented from further play.

BetMGM displays how much time has passed since login to help customers understand how much time they're spending on the mobile application. A player is also able to see their transaction history for the games they played as well as payment history for deposits and withdrawals to keep track of their net wins/losses on its mobile product.

The methods by which customers can impose limitations for betting parameters including deposit limits, session time limits, account cool-offs, wager limits are easy and obvious on the mobile product. The self-imposed limitation methods provide the following functionality:

1. Upon receiving any self-imposed limitation order, BetMGM shall ensure that all specified limits are correctly implemented immediately or at the point in time that was clearly indicated to the patron;
2. The self-imposed limitations set by a customer shall not override more restrictive operator-imposed limitations. The more restrictive limitations must take priority;
3. Once established by a customer and implemented by the sports betting system, it shall only be possible to reduce the severity of self-imposed limitations after the limitations have expired and a waiting period (ranging from 24 hours to 30 days after the effective request date) has elapsed.
4. Self-imposed limitations shall not be compromised by internal status events, such as voluntary-imposed exclusion orders and revocations.

BetMGM's mobile registration system prohibits an individual, group of individuals, or entities from establishing more than one account within the Commission's jurisdiction.

Responsible Gambling Website

The BetMGM website shall prominently display the 24-hour toll-free problem gambling helpline 1-800-327-5050 or 1-800-GAMBLER within the footer of its websites. Websites will also display a responsible gambling logo, which directs users to its responsible gambling webpage. The webpage contains the following information.

1. A statement of commitment to promoting responsible gambling and preventing problem gambling.
2. Information about responsible gambling and how to bet within one's means.

- a. Responsible gambling defined: it's a form of entertainment and not a reliable way to earn money
- b. Responsible gambling tools
3. Information about problem gambling including:
 - a. An approved problem gambling helpline
 - b. A link to the Commission's voluntary-exclusion program website
 - c. Problem gambling warning signs
 - d. General information about problem gambling and ways to get help
 - e. A list of state and local resources from reputable sources and organizations
 - f. A link to <https://gamblinghelpline.ma.org/Information> and links to reputable parental control services to help parents or guardians block minors from accessing any sports betting platform.
4. Information about the website's terms and conditions

BetMGM prominently displays a link to house rules and terms and conditions.

Customer Interactions Related to Problem Gambling Related Concerns

BetMGM takes a proactive approach to identifying and dealing with problem gambling concerns. All BetMGM employees are empowered to take action to assist customers who indicate they are experiencing gambling related problems.

BetMGM's Responsible Gambling Compliance Team is responsible for reviewing problem gambling related concerns and relies on customer communication and account activity to inform its decision making.

Concerning Communication Examples

1. Expressing concerns over losses and asking for bonuses
2. Repeated mentions of losses
3. Expressing negative emotions: frustration, irritation, sadness, guilt, shame, hopelessness, despair
4. Mentions financial issues: debt, challenges paying bills, poor financial situation
5. Mentions a need to recover losses, chasing
6. Mentions wanting or intending to close their account
7. Mentions deception of their gambling activity from friends, family, place of work
8. Abusive and/or threatening language toward BetMGM employees

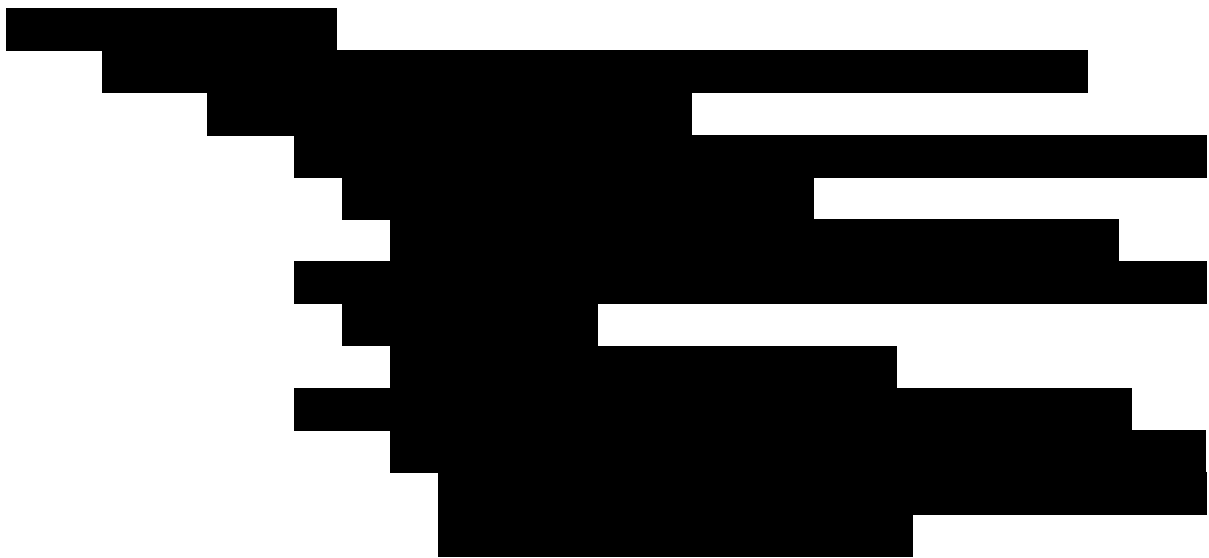
Concerning Account Activity Examples

1. Noticeable Increase/decrease in deposit/betting patterns
2. Cancels withdrawals repeatedly (or many deposits but no withdrawals at all)

3. Several denied deposit attempts (especially insufficient funds)
4. Gambling sessions over 6 hours
5. Keeps adjusting limits in account in order to deposit/bet more
6. Several different deposit methods and/or using 3rd party methods
7. Frequent deposits within a shorter time frame

It's important to note that the above examples are indicators of a potential problem. Additional follow-up is required to make an informed decision about the customer's ability to continue to use BetMGM's products and services.

To address these concerns, the Responsible Gambling Compliance Team will take the following action to gather more information and make the best decision possible.



GameSense Program

BetMGM has partnered with the British Columbia Lottery Corporation to deliver a responsible gambling program which focuses on education, empowerment, and gambling harm prevention. Developed in 2009, the GameSense program takes an informative and transparent approach at responsible gambling.

GameSense provides customers and employees with information about what gambling is and is not – mainly that gambling should stay fun and entertaining, which we promote through:

- **Explaining strategies** to keep gambling fun
- **Dispelling myths** and explaining how gambling works during our normal interactions with customers
- **Providing information and resources** for responsible and problem gambling

The GameSense website includes game guides basic information about betting, randomness, skill vs. chance, and play management. Information about problem gambling and where/how to get assistance are available for customers. The website will also promote the use of responsible gaming tools. It is up to the player to decide as to what information is most useful for them, but the website will include information for different gambler types including: casual gamblers, frequent gamblers, and avid gamblers.

The Responsible Gambling Compliance Analysts also serve as GameSense Advisors, these team members are dedicated to providing information about responsible gambling and assistance for problem gambling related issues via email and/or phone.

For retail customers, guests seeking information about gambling and related topics will be referred to the GameSense Info Center. The GameSense Info Center will be staffed with trained GameSense Advisors who will answer questions, dispel myths, and offer resources to Responsible Gaming. For example, the GameSense program offers patrons information on the odds of specific casino games.

National Council on Problem Gambling

BetMGM is a platinum member of the National Council on Problem Gambling (“NCPG”) and a regular attendee of their state and national conferences. The NCPG is a national leader in the development of comprehensive policy and programs to assist those affected by problem gambling. Their purpose is to serve as the national advocate for programs and services to help individuals and families affected by problem gambling. The NCPG focuses on improving the health and wellness of individuals by reducing the personal, social, and economic costs of problem gambling.

Major National Council programs include:

1. The National Problem Gambling Helpline Network (1-800-GAMBLER), a single national access point to local resources.
2. The annual National Conference on Problem Gambling, the world’s oldest and largest problem gambling-specific conference.
3. National Problem Gambling Awareness Month (annually in March).
4. Holiday Lottery Responsible Gambling Campaign (annually in December).
5. Administration of the International Certified Gambling Counselor (ICGC) credential.
6. Providing education on problem gambling issues to Federal, state, tribal and international governments and agencies.
7. Distribution of information on problem gambling and gambling addiction treatment, research and recovery.
8. National referral resource on gambling counselors and treatment facilities.

Evaluation, Reporting, and Continuous Improvement

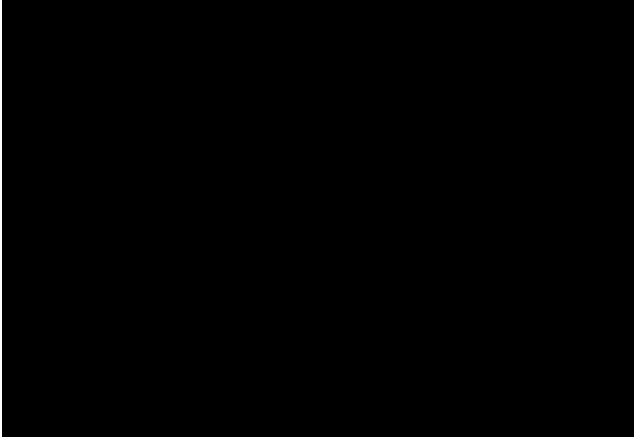
BetMGM is committed to regular evaluations of its responsible gambling program. As part of these evaluations, the BetMGM Responsible Gambling Team monitors new developments in the fields of responsible and problem gambling for evidence-based improvements. The BetMGM Responsible Gambling Team performs periodic reviews of its self-exclusion program to ensure program effectiveness. It also reviews BetMGM products and websites to ensure regulatory compliance. At our retail location, we will inspect the gaming floor monthly to ensure that responsible gaming literature is present. Additionally, BetMGM’s Responsible Gambling Team is responsible for providing reports to regulators as required.

Retail Signage Copy

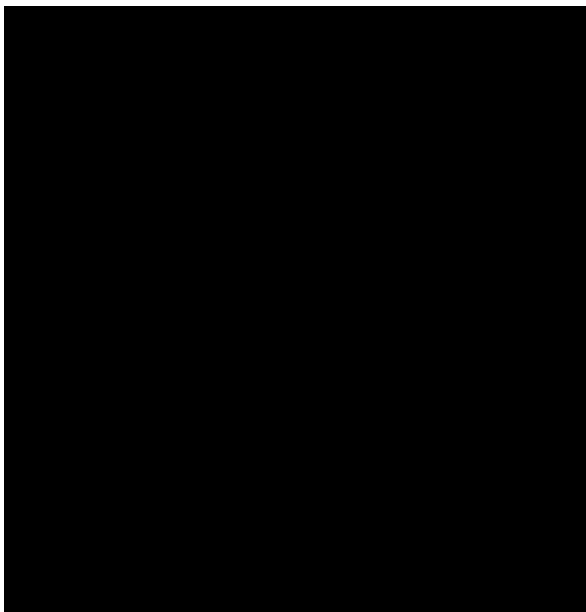
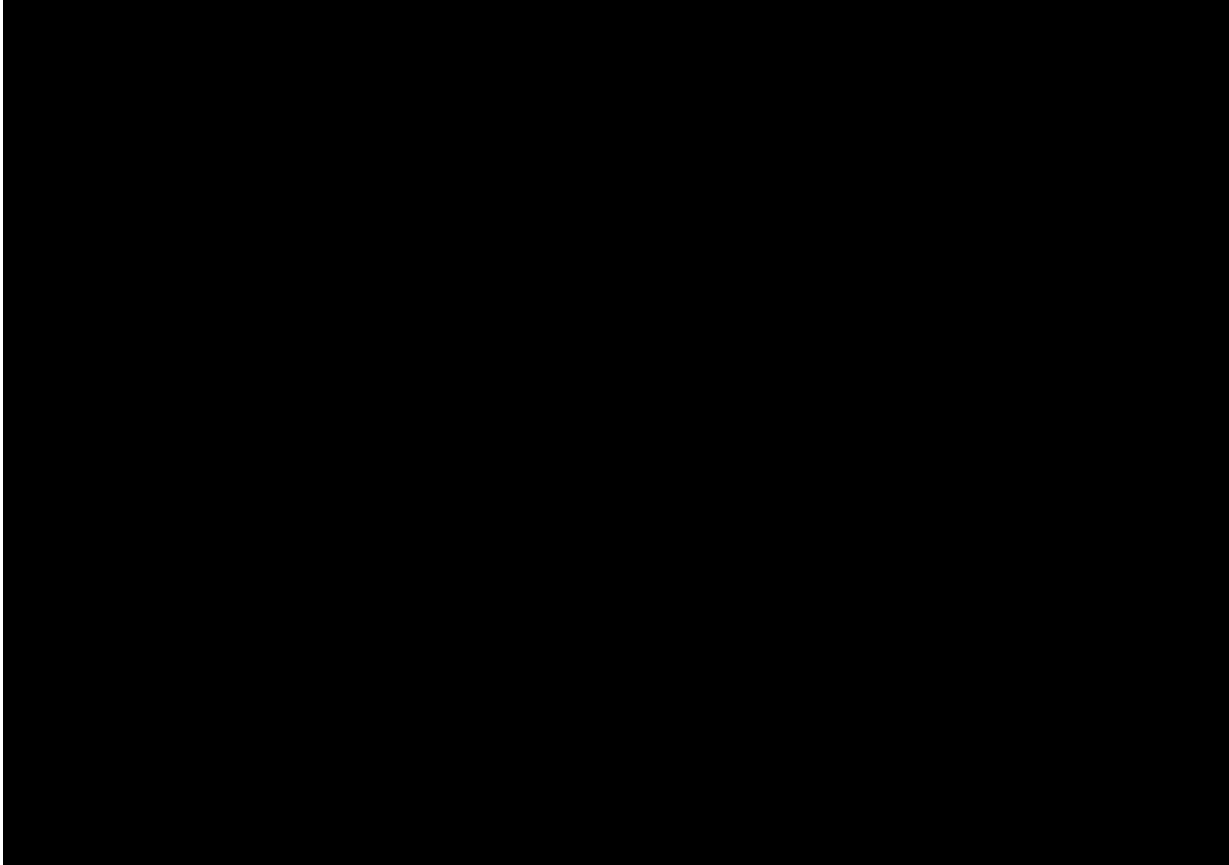
The following is a draft of the content to be displayed on Retail Signage, this is not a final product

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- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- | [Redacted]
- [Redacted]
- [Redacted]

**This is just an example of the content that will be displayed on Retail signage. See below for examples of graphics that may be used **



The following is a draft of the content to be displayed on Responsible Gambling brochures, this is not a final product



Massachusetts Sports Betting 101
Brochure

- On page 3, the QR must be changed to the following Massachusetts GameSense link: <https://www.ma.betmgm.com/en/p/about-us/responsible-gaming-gamesense>
- On the bottom of page 3, the text should be changed to reflect the following: “If you or someone you know has a gambling problem, confidential help is available at 1-800-327-5050 or 1-800-GAMBLER”

This is an example of the Massachusetts specific changes that will be made to the Sports Betting 101 Brochure, as shown above



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E.3 **HISTORY OF DEMONSTRATED COMMITMENT**

- f. List any fines, violations, citations, and/or corrective action required by the applicant in response to insufficient or improper policies, procedures, operations, advertising/marketing, and/or any other business related to sports wagering or other gambling enterprises

See attached "E3-f-02 Warning Letter History CONFIDENTIAL.pdf".



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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**BETMGM****F.1 GEOFENCING**

Provide a thorough description of how the applicant will ensure that authorized users placing online sports wagers on their platform are geographically located in the Commonwealth of Massachusetts. This information must include:

- a. Which geolocation system(s) will be utilized to reasonably detect the physical location of an authorized user attempting to place a wager on the platform
- b. How the system will:
 1. Accurately detect the physical location of an authorized user attempting to access or place a wager on the platform through accurate location data sources (Wi-Fi, GSM, GPS)
 2. Block or deny unauthorized attempts to access the platform, or place a wager, from outside of the Commonwealth
 3. Update the IP address and physical location if they change while the user is active on the platform
 4. Identify attempts to circumvent the requirement to be physically located in the Commonwealth
- c. How the applicant will log information received from the system
- d. How the applicant will report the information received from the system to the Commission

BetMGM has integrated with GeoComply to use their advanced tools in detecting the physical location of a patron accessing the internet gaming services offered. Upon patron login, the physical location of the patron is validated. This validation remains for a specified time period, based on the location of the player or until the game session is terminated. Revalidation is performed when the initial time period expires.

The GeoComply geolocation tool uses innovative techniques in identifying an internet gaming patron's physical location. This tool uses more than one source, based on the type of device being used to connect and the medium of internet connectivity, these sources include but are not limited to:

- IP based location detection
- Wi-Fi access point / hotspot-based location detection
- GPS based location detection
- Cell tower triangulation

The tool determines a patron's physical location based on multiple sources and only if all the identified sources are congruent. Considering the possibility of spoofing the location information by using proxies or VPN clients or remote desktop applications, our solution attempts to pierce through such applications to identify the true IP behind the external IP being communicated; and identifies the location of such true IP. In all cases where the solution is not successful in identifying the true IP, we consider the patron's location as outside the boundaries and do not allow any real money gaming transactions.

The location information obtain upon login is specific to the gaming session and valid only for the specified time period. If the patron logs out, before the time expires, and attempts to login again, the patron's location is validated again, despite the initial time period. If the patron continues with the same session in excess of the allotted time period, the location will be revalidated to continue the session. In the event a reevaluation determines the patron is out of bounds, an appropriate message is displayed to the patron. The patron may be able to see marketing and game options but will not be able to place a wager. In the event the tool is unable to obtain the location, due to technical problems, the tool and the systems treats these attempts as unidentified locations and will not allow any internet gaming activity to take place.

Access restrictions are placed on a patron who logs in from a location outside the defined borders. The login is accepted however the patron is not able to participate in any real money games or register for a real money tournament, even if the tournament is scheduled at a future time or date. When a patron is observed to have moved out of the state border while playing, all the active games are terminated and no further wagers are accepted. If the patron is playing any poker ring games and is identified to have moved out of the boundaries, the patron's active hand on each table is forcibly folded upon the patron's turn to



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act in the game, without receiving any additional dealt cards. If the patron is in a poker tournament when identified to have moved out of the boundaries, patron's active hand is folded upon the patrons to turn to act in the hand. If the patron had any remaining chips, these chips are blocked from the tournament and the patron will be logged out of the tournament. This action is considered a loss and allows the tournament to progress with the remaining patrons. All blocked chips are removed from the tournament total and the logged out patron is ranked at the lowest position at the time of termination. If a patron participating in a Casino type game, when identified to have moved outside the defined border, the game or games in progress are paused. Unfinished games are held in our system and the patron can resume the game or games when the patron logs in from a valid location.

BetMGM records and stores per patron specific geolocation data generated by the GeoComply tool including:

- IP Address
- City and State
- Latitude and Longitude

This information can be provided to, or accessed by, the commission upon request. Additionally, the GeoComply geolocation tool provides BetMGM a dashboard that contains more detailed geolocation information, including:

- Device MAC address
- Device Type and OS version
- Verification Source
- Failure Reason



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F.2 **KNOW YOUR CUSTOMER**

Provide a thorough description of how the Applicant will ensure the verification of information provided by users opening a new account on the platform.

1. Ensure the integrity of the user's account information
2. Ensure the integrity of a user's device if it indicates tampering or suspicious activity
3. Notify the applicant of potential risks or fraudulent activity

Below are BetMGM's "Know Your Customer" internal controls for the registration of new accounts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- a. Wager acceptance

Before accepting wagers on any event category or internet sports betting wagers of a particular wager type, BetMGM will receive event category or wager type approval from the regulator. Unless already approved by the regulator, a request for approval is submitted by BetMGM in the form and manner prescribed by the regulator. A request for approval of an event category involving athletic events typically include, at a minimum, the name of the sports governing body and, to the extent known by BetMGM, a description of its policies and procedures regarding event integrity. A request for approval of an event category involving events other than athletic events typically include:

- A full description of the event category and the manner in which internet sports betting wagers would be placed and winning sports betting wagers would be determined.
- A full description of any technology which would be utilized to offer the event category.
- Any rules or voting procedures related to the event category.
- Any other information the regulator considers necessary.

Only approved leagues, events and wager types which are approved by the regulator will be offered on our site to authorized participants.

BetMGM only accepts sports wagers on events and wager types for which:

- The event can be effectively supervised by a sports governing body or other oversight body.
- There are integrity safeguards in place.
- The outcome can be documented and verified.
- The outcome can be generated by a reliable and independent process;
- The outcome is not affected by any wager placed; and
- The event and acceptance of the wager is conducted in conformity with all applicable laws.

If it is determined that BetMGM has offered an unauthorized or prohibited event category, event, or wager type, BetMGM will immediately cancel and refund all internet sports betting wagers associated with the unauthorized or prohibited event category, event, or wager type. BetMGM will notify the regulators after cancelling and refunding the internet sports betting wagers. BetMGM will not knowingly accept an internet sports betting wager on an event or wager type whose outcome has already been determined and is publicly known.





BETMGM

Available wagers will be displayed to authorized participants on the BetMGM internet sports betting platform. The display will include the odds and a brief description of the event and wagering proposition. BetMGM will not accept an internet sports betting wager on an event unless a wagering proposition is posted on BetMGM's internet sports betting platform. BetMGM does not set lines or odds or offer wagering propositions designed for the purposes of ensuring that an authorized participant will win an internet sports betting wager or a series of internet sports betting wagers, unless the lines, odds, or wagering propositions are offered in connection with a promotion conducted in accordance with the state regulations. Unless otherwise directed by the regulator, there is no limitation as to the minimum or maximum internet sports betting wager BetMGM may accept. BetMGM may establish its own minimum or maximum internet sports betting wagers or limiting an authorized participant's internet sports betting wager for reasons considered necessary or appropriate by BetMGM. Unless otherwise approved by the regulator, BetMGM allows for an authorized participant to review and confirm all wagering information before an internet sports betting wager is accepted.

Upon completion of a sports betting wager, a virtual internet sports betting wager record is provided to or made available to the authorized participant. The record contains the following information:

- The date and time the internet sports betting wager was placed;
- The date and time the event is expected to occur;
- Internet sports betting wager selection;
- Type of internet sports better wager and line postings;
- Any special condition(s) applying to the internet sports betting wager; and
- Payout.
- Total amount wagered, including any promotional/bonus credits, if applicable;
- Identification of the event and wagering proposition;
- Unique identification number of the internet sports betting wager record;

BetMGM shall pay winning authorized participants following the completion of the event or portion of the event on which the wagering proposition was contingent. The BetMGM house rules state what is to occur when an event or any component of an event on which internet sports betting wagers are accepted is canceled, including the handling of internet sports betting wagers with multiple selections, such as parlays, where one or more of these selections is canceled. In the event that a human or mechanical Obvious Error(s) occurs, BetMGM reserves the right to cancel an accepted internet sports betting wager for obvious error. Obvious Error means erroneous odds or obvious price errors resulting from, among other things, a computer, technical, mechanical or human error. Management will maintain a record of all point spreads, odds, race results, final scores and related betting proposition statistics and outcomes to protect both the patron and BetMGM in case of obvious mechanical or human error.





BETMGM



Except as otherwise provided by state regulations, BetMGM may use any data source to determine the results of all internet sports betting wagers, subject to all of the following conditions:

- The data source and corresponding data must be complete, accurate, reliable, timely, and available.
- The data source must be appropriate to settle the types of events and types of wagers for which it is used.
- Any person that provides data directly BetMGM must be licensed by the Commission as a sports betting supplier.
- The data source and corresponding data must meet any other conditions considered appropriate by the Board.



**BETMGM****F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY**

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- b. Systems for monitoring structured wagers, real-time data feed, and any unusual or suspicious wagering activity

The BetMGM internet wagering system has established triggers that alert the Fraud and Risk Department and Trading department to further evaluate any transaction and review all reports of suspicious behavior. BetMGM promptly reports to the regulator upon detecting or becoming aware of any of the following:

- Any person participating in internet wagering who is engaging in or attempting to engage in, or who is reasonably suspected of, cheating, theft, embezzlement, collusion, use of funds derived from illegal activity, money laundering, or any other illegal activities.
- Any person who is reasonably suspected of misrepresenting their identity or using false identification to establish or attempt to establish an internet wagering betting account.
- Suspected criminal activity related to any aspect of internet wagering.
- Any criminal or disciplinary proceedings commenced against BetMGM or its employees in connection with the operations;
- Any internet betting wagers that violate any applicable state or federal law.

BetMGM utilizes US Integrity for integrity monitoring services. This organization is designed to detect and discourage fraud and other illegal or unethical activity related to betting on sporting events in the United States. US integrity works in partnership with its member gaming operators; federal, state and tribal regulators and law enforcement; and other various stakeholders involved in sports betting in the United States. BetMGM also utilizes US Integrity to share information on suspicious activity regarding sports wagering in a timely manner with other certificate holders or operators and the regulator. US Integrity will share the information BetMGM reports with the applicable sports governing bodies/leagues should an escalation be required. BetMGM reviews information and reports from other certificate holders or operators and notify other certificate holders or operators of any similar activity through US Integrity.

BetMGM may upon receiving a report of suspicious wagering activity suspend wagering on events related to the report but will only cancel related wagers after receiving approval from the regulator. BetMGM will make available to the regulator any hardware or software necessary to the regulator for evaluation of BetMGM's internet wagering offering or to conduct further monitoring of data provided by BetMGM's system. BetMGM maintains the confidentiality of information provided by a sports governing body to BetMGM related to unusual wagering activity, suspicious wagering activity, or the integrity of an event, unless disclosure is required by the regulator, any applicable law, or a lawful order of a court of competent jurisdiction.

BetMGM maintains records of all integrity monitoring services and activities, including all reports of unusual or suspicious wagering activity and any supporting documentation, for a minimum of 5 years and must provide such records to the Commission on request. BetMGM will notify the regulator of any suspicious internet wagering activity or patterns that indicate a concern regarding the integrity of an internet wagering or any other conduct that corrupts the outcome of an internet wager.



BETMGM

F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- c. Description, location, and periodic testing of servers
- d. Security of servers, applications, and communications networks

See attached "F3-c_d-02 Information Security Policy CONFIDENTIAL.pdf".



BETMGM

Information Security Standards

Version: 1.1

Classification: INTERNAL



1 Version control record

Name of document	Information Security Standards
Owner	Information Security Officer

2 Revision and Review History

Date	Ver	Author	Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	

3 Confidentiality statement

All information contained in this document is **INTERNAL**. No copies or distribution permitted without the consent of the document owner.

**[Remainder of document redacted in accordance with
M.G.L. ch. 23N, § 6(i) as trade secret, competitively-
sensitive or other proprietary information]**



BETMGM

F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- e. Security of patron personal and wagering information

The game client installed on users' machines does not contain any element that performs unauthorized data collection or file extraction nor do any of our clients violate the privacy policy of BetMGM. BetMGM built a security framework called SAFE 3.0 which is well defined to handle the security aspects right from the web interaction till the database communication. All sensitive information is stored in encrypted format in the database, and data sent over the network is encrypted using SSL. Only the required ports are enabled to communicate between internal and external service access. A dedicated security team of experts work 24/7 to monitor, analyze, and protect our production environment. BetMGM's system was able to withstand many previous attacks such as WannaCry, Apache heart bleed, etc. as well as DDoS attacks through Neustar.



BETMGM

F.3 TECHNOLOGICAL EXPERTISE AND RELIABILITY

Provide a thorough description of how the Applicant will ensure the security, sustainability, and reliability of the following items:

- f. Integrity monitoring and reporting, including any current affiliations related to integrity monitoring

BetMGM will utilize US Integrity for monitoring services. This organization is designed to detect and discourage fraud and other illegal or unethical activity related to betting and other illegal or unethical activity related to betting on sporting events in the United States. US Integrity works with in partnership with its member gaming operators; federal, state, and tribal regulators and law enforcement; other various stakeholders involved in sports betting in the United States.

BetMGM will utilize US Integrity to share information on suspicious activity regarding sports wagering in Massachusetts in a timely manner with other certificate holders or operators. US Integrity will share the information BetMGM reports with the applicable sports governing bodies/leagues should an escalation be required. BetMGM shall review information and reports from other certificate holders or operators and notify other certificate holders or operators of any similar activity through US Integrity.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
GAMEDAY INTERACTIVE, LLC
July 30, 2018

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Schedule 3.2 Scheduled Capital Contributions

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Gameday Interactive, LLC (the “Company”), dated as of July 30, 2018, is made by and between the Members (as defined below).

RECITALS

WHEREAS, the Company was formed on July 25, 2018, pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the “Act”);

WHEREAS, the Certificate of Formation of the Company (as amended from time to time, the “Certificate”) was filed with the Delaware Secretary of State in accordance with the provisions of the Act;

WHEREAS, MGM is the sole member of the Company and is party to that certain Limited Liability Company Agreement of the Company, dated as of July 27, 2018, and now desires to amend and restate such agreement in its entirety as set forth herein;

WHEREAS, the Members desire to enter into this Agreement, pursuant to which the rights and obligations of the Members and certain other constituencies of the Company shall be set forth and agreed upon as of the date hereof; and

WHEREAS, promptly following effectiveness of this Agreement, the Members desire that a Certificate of Amendment be filed with the Delaware Secretary of State in accordance with the provisions of the Act in order to change the name of the Company from Gameday Interactive, LLC to MGM GVC Interactive, LLC (the “Certificate of Amendment”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

Section 1.1 Defined Terms. In addition to the terms defined in the introductory paragraph and the Recitals of this Agreement, for purposes hereof, the capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix I.

Section 1.2 References and Rules of Construction. All references in this Agreement to Exhibits, Appendices, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Appendices, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. As used herein, (a) the words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited, (b) the words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to the Article,

Section or subsection hereof in which such words occur, (c) the word “including” (in its various forms) means “including without limitation,” (d) the use of the words “or,” “either” and “any” is not exclusive, and has the meaning represented by the phrase “and/or,” (e) “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if,” (f) any “Person” shall include references to such Person’s successors and permitted assigns, and, in the case of any “Governmental Authority,” to any Person succeeding to its functions and capacities, (g) references to any agreement (including this Agreement) or “Law” shall refer to such agreement or Law as amended, modified, supplemented or amended and restated from time to time (in accordance with its terms and the terms hereof, as applicable), and in effect at any given time (and, in the case of any Law, to any successor provisions), (h) all references to any statute or “Law” shall be deemed also to refer to all rules, regulations and exemptions promulgated thereunder, (i) all references to “\$” or “dollars” shall be deemed references to United States Dollars, (j) each accounting term not defined herein will have the meaning given to it under GAAP, and (k) pronouns in masculine, feminine or neutral genders shall be construed to state and include any other gender. Appendices, Exhibits and Schedules referred to herein are attached to and incorporated herein by reference as if fully set forth herein for all purposes.

ARTICLE 2 ORGANIZATION; NO FIDUCIARY DUTIES; REPRESENTATIONS AND WARRANTIES

Section 2.1 Name. As of the date hereof, the name of the limited liability company is “Gameday Interactive, LLC”. Promptly following effectiveness of this Agreement, the Members shall cause the Company to file the Certificate of Amendment with the Delaware Secretary of State in accordance with the provisions of the Act in order to change the name of the Company from “Gameday Interactive, LLC” to “MGM GVC Interactive, LLC”. The Company's business may be conducted under its name or any other name or names deemed advisable by the Board.

Section 2.2 Purpose. The Company is organized for the purpose of (a) owning and operating the Business and (b) engaging in any act or activity for which limited liability companies may be organized under the Act, in accordance with this Agreement.

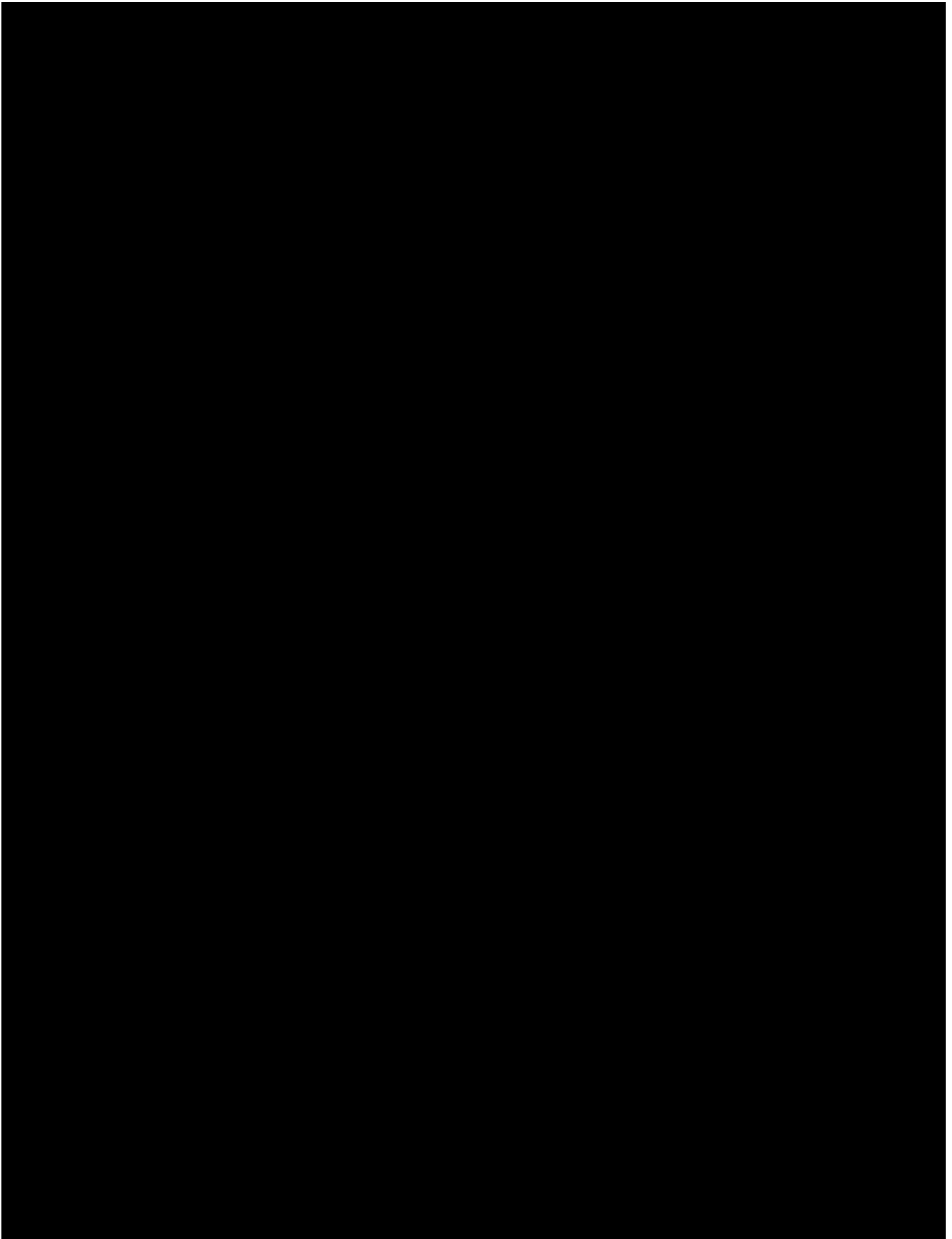
Section 2.3 Term. The Company shall be perpetual until dissolved in accordance with the provisions of the Delaware Act and this Agreement.

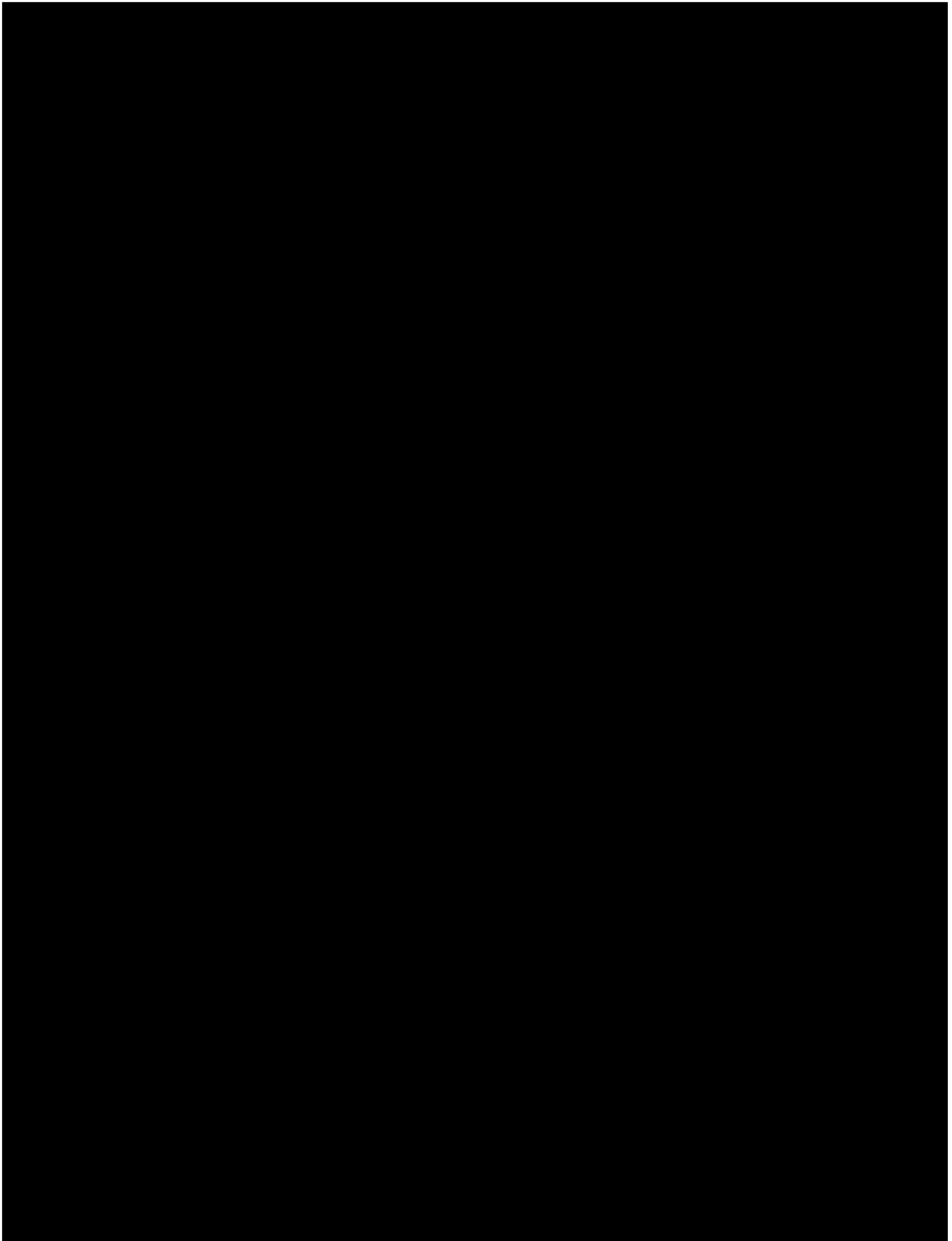
Section 2.4 Principal Place of Business; Registered Office and Agent. The Company may establish any place of business as the Board may from time to time deem advisable. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The name of its registered agent at such address is Corporation Service Company. The name and address of the registered agent for service of process on the Company in the State of Delaware is the Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

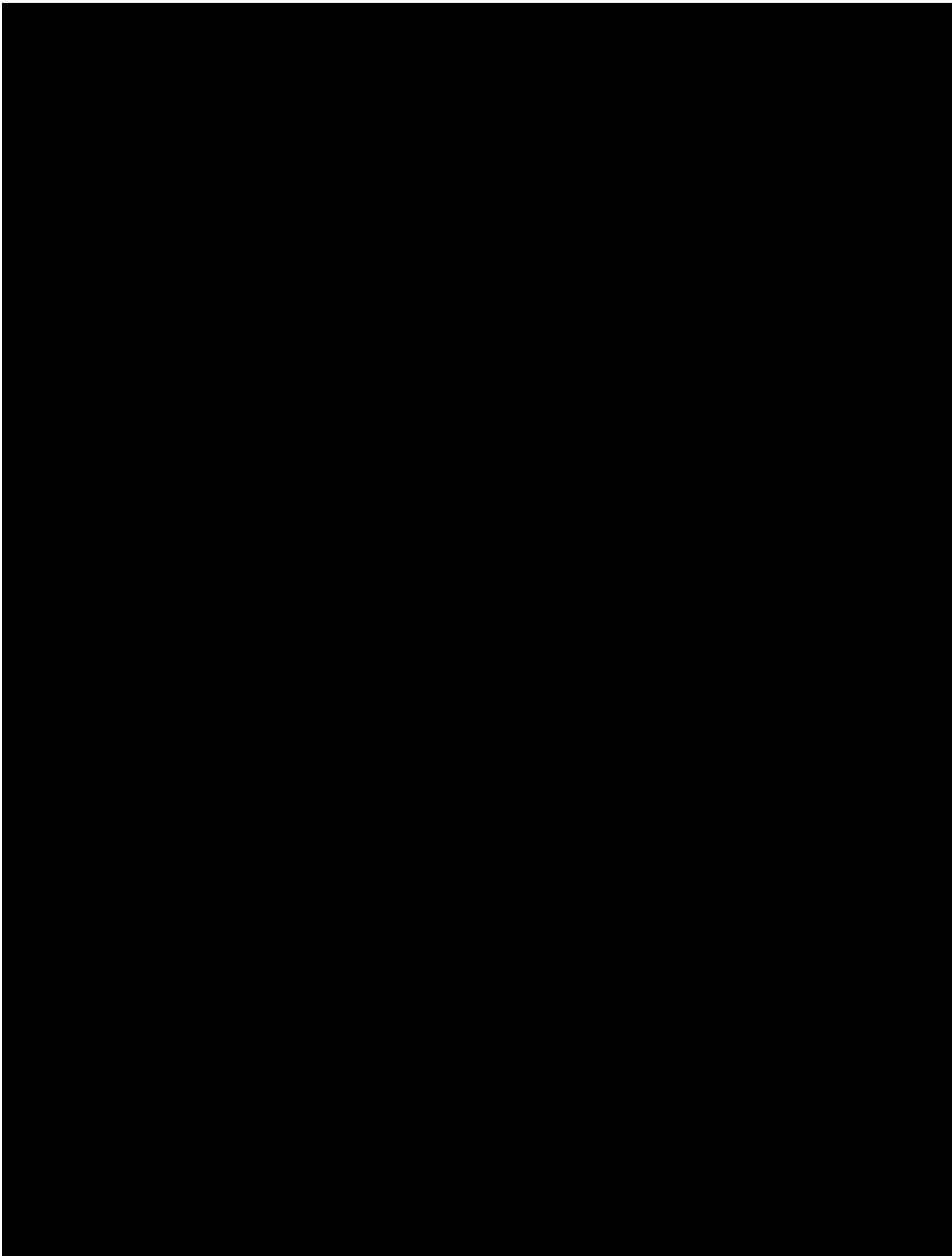
Section 2.5 Qualifications in Other Jurisdictions. Prior to conducting business in any jurisdiction other than the State of Delaware, the Company shall become qualified or registered as a foreign limited liability company as and to the extent required under the applicable Law of such jurisdiction. The Company shall execute, deliver and file any certificates or other instruments (and

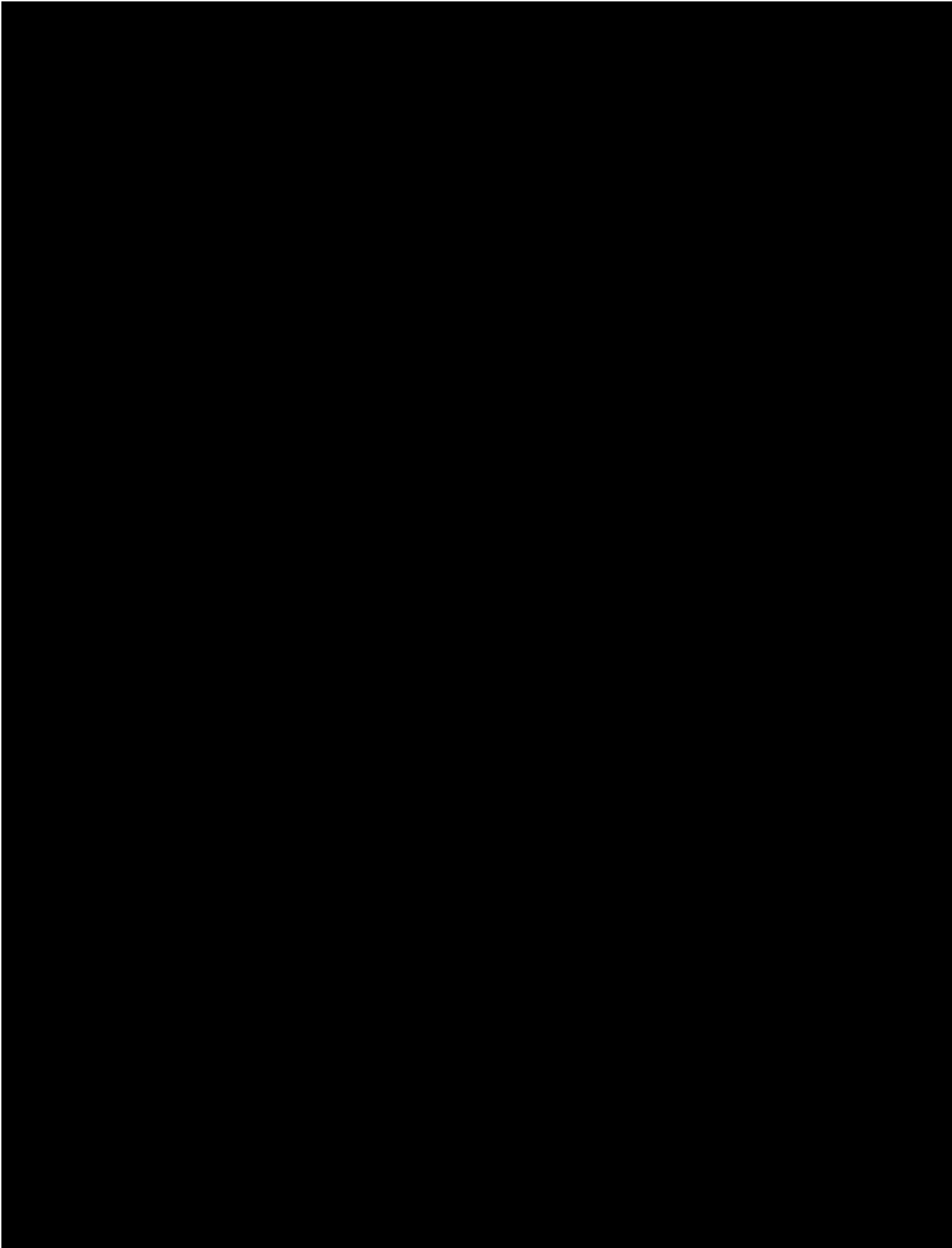
any amendments or restatements thereof) necessary or appropriate for the Company to become and remain in good standing and entitled to continue to do business in any such jurisdiction as required by applicable Law. At the request of the Board, each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are reasonably necessary and appropriate to qualify, register, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company intends to conduct business; provided that no Member shall be required to file any consent to service of process or to qualify or register as a foreign corporation, limited liability company, partnership or other entity in any jurisdiction in which it is not already so qualified or registered.

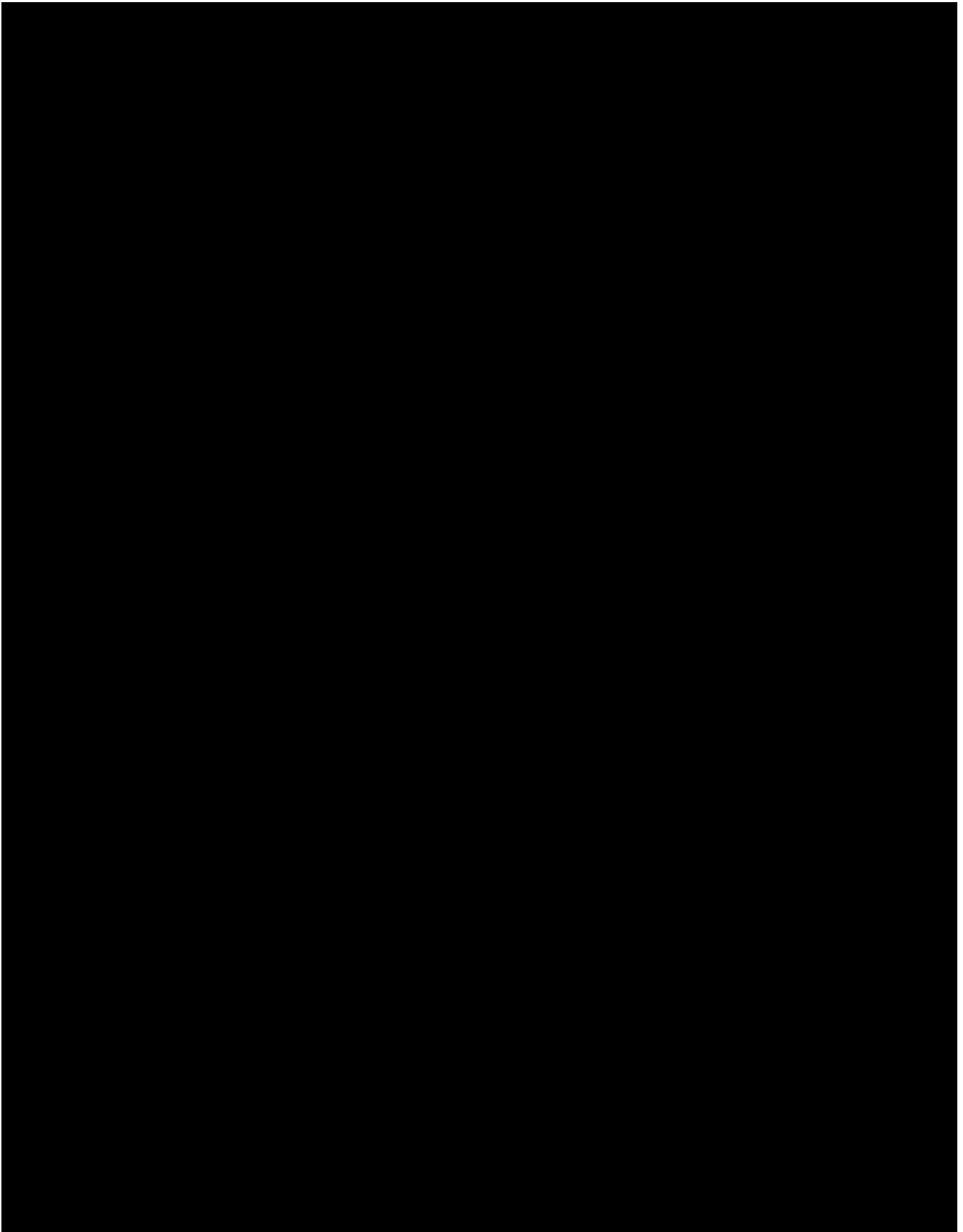
Section 2.6 No State Law Partnership; No Fiduciary Duties. The Members intend that: (a) the Company not be a common law partnership or joint venture for corporate law purposes; and (b) this Agreement not create any agency or other relationship creating fiduciary or quasi-fiduciary duties owed by any Member to the Company or to any other Member or Board Member, and this Agreement may not be construed to suggest otherwise, except for the implied covenant of good faith and fair dealing. To the extent that, at law or in equity, a Member or Board Member owes any fiduciary or other duty to the Company, the Members or the Board Members pursuant to this Agreement or by virtue of being a Member or Board Member, such duty is hereby waived and eliminated to the fullest extent permitted under applicable Law (it being acknowledged by the Parties that the implied contractual covenant of good faith and fair dealing cannot be waived under applicable Law). Each Member shall be permitted to vote its Equity Interests (if ever applicable), and each Board Member shall be permitted to vote on any matter brought before the Board in accordance with this Agreement, in each case, in its sole and absolute discretion on the basis of the interests such Member or Board Member desires to consider, including such Member's or Board Member's own self-interests or the interests of its Affiliates. This Agreement shall not subject any Member or Board Member to joint and several or vicarious liability for the obligations of the Company or any other Member or Board Member or impose any duty, obligation or liability on any Member or Board Member that would arise therefrom with respect to any or all of the Members, the Board or the Company. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to change or in any way modify or reduce the fiduciary or other duties that may be agreed to by a Member or any of its Affiliates in its capacity as a party to a Contract with the Company or any Subsidiary of the Company other than this Agreement.

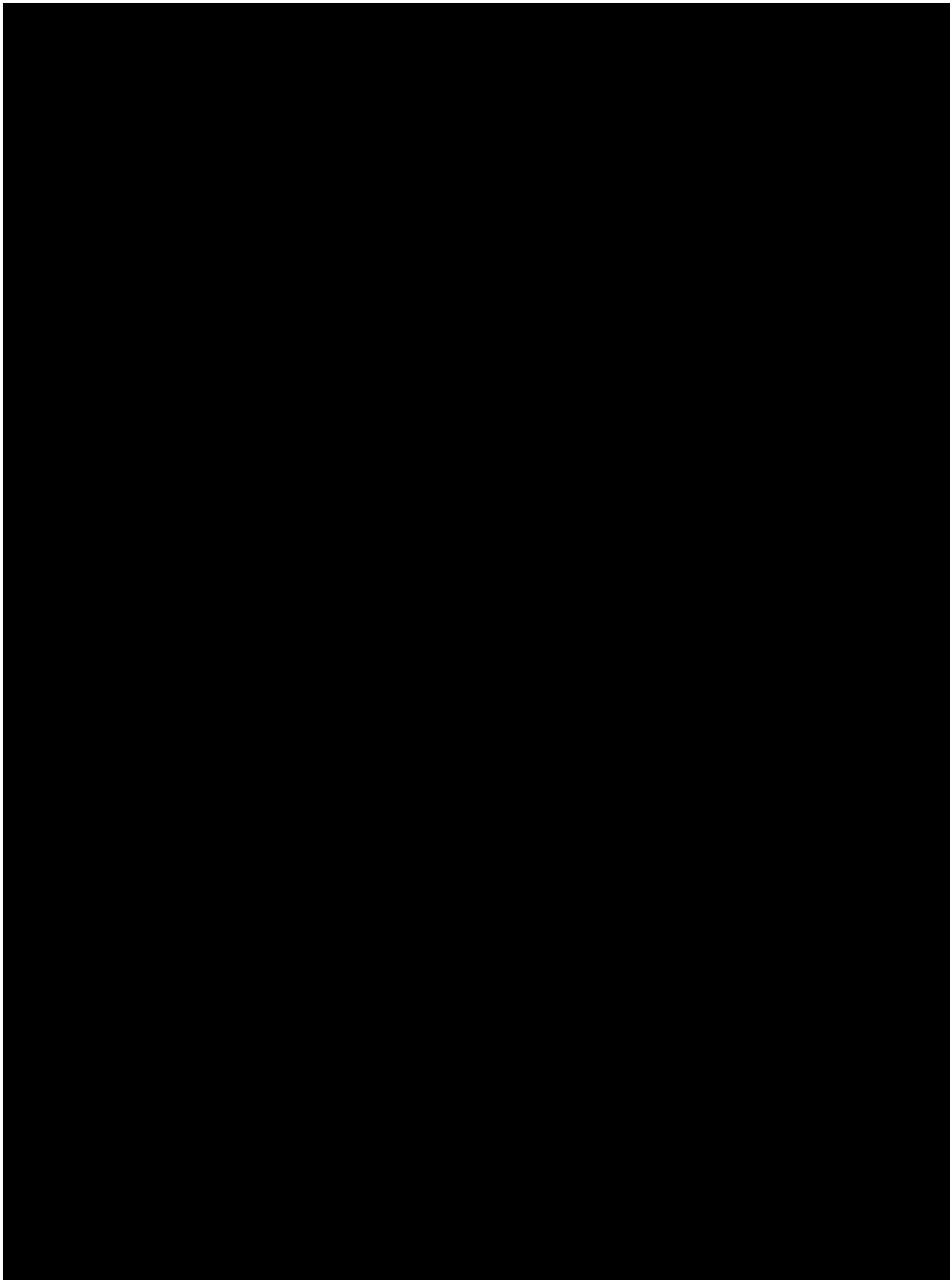


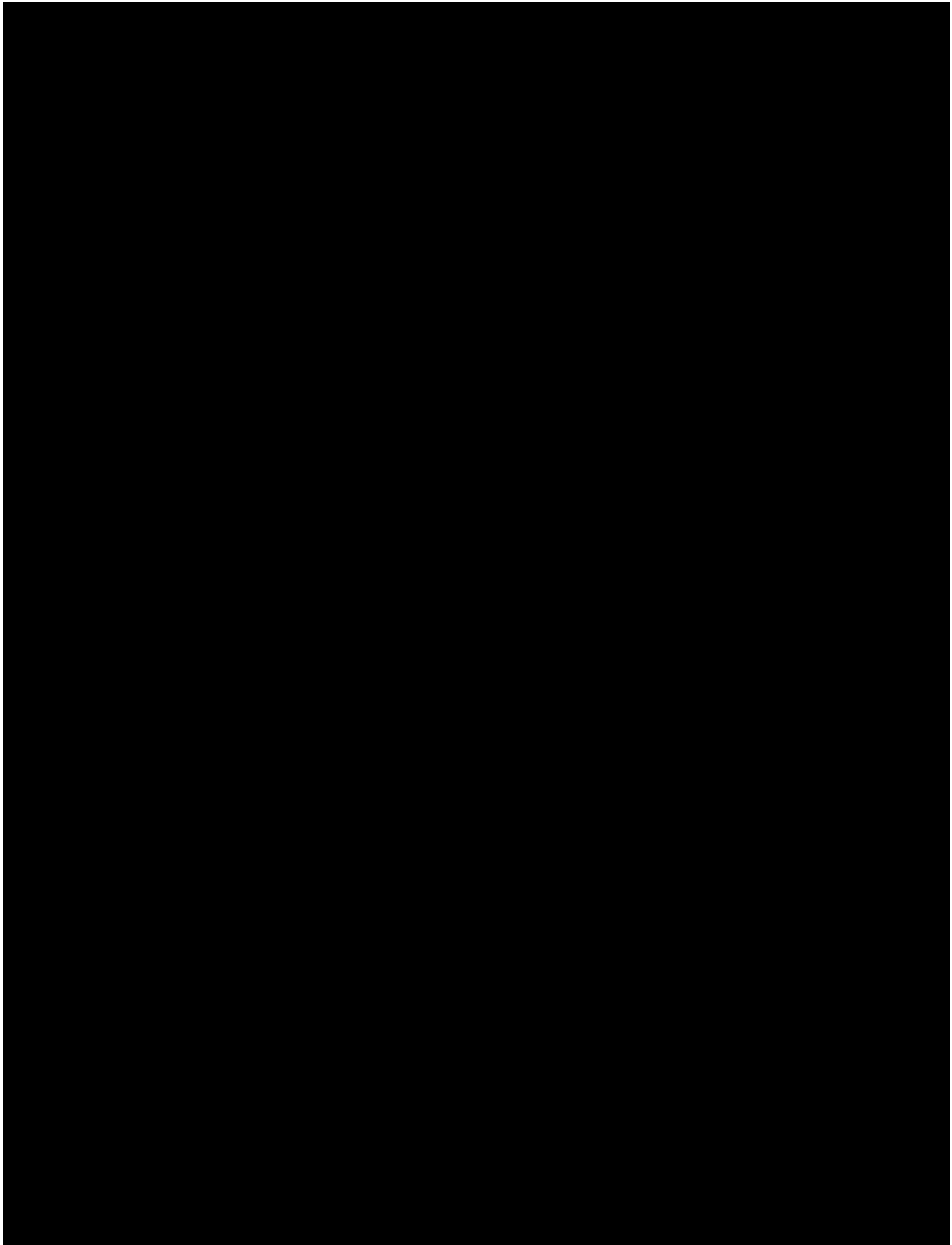


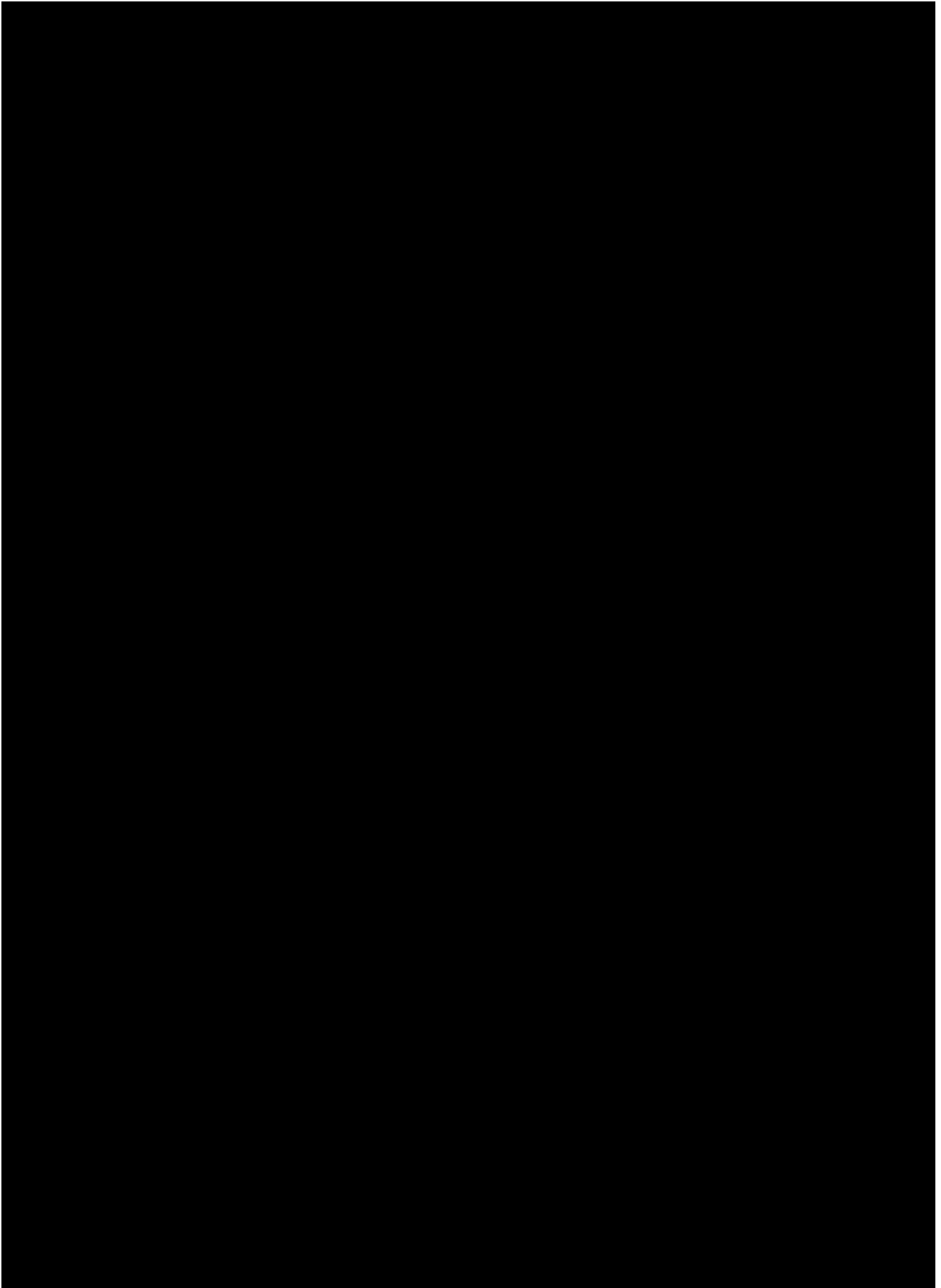


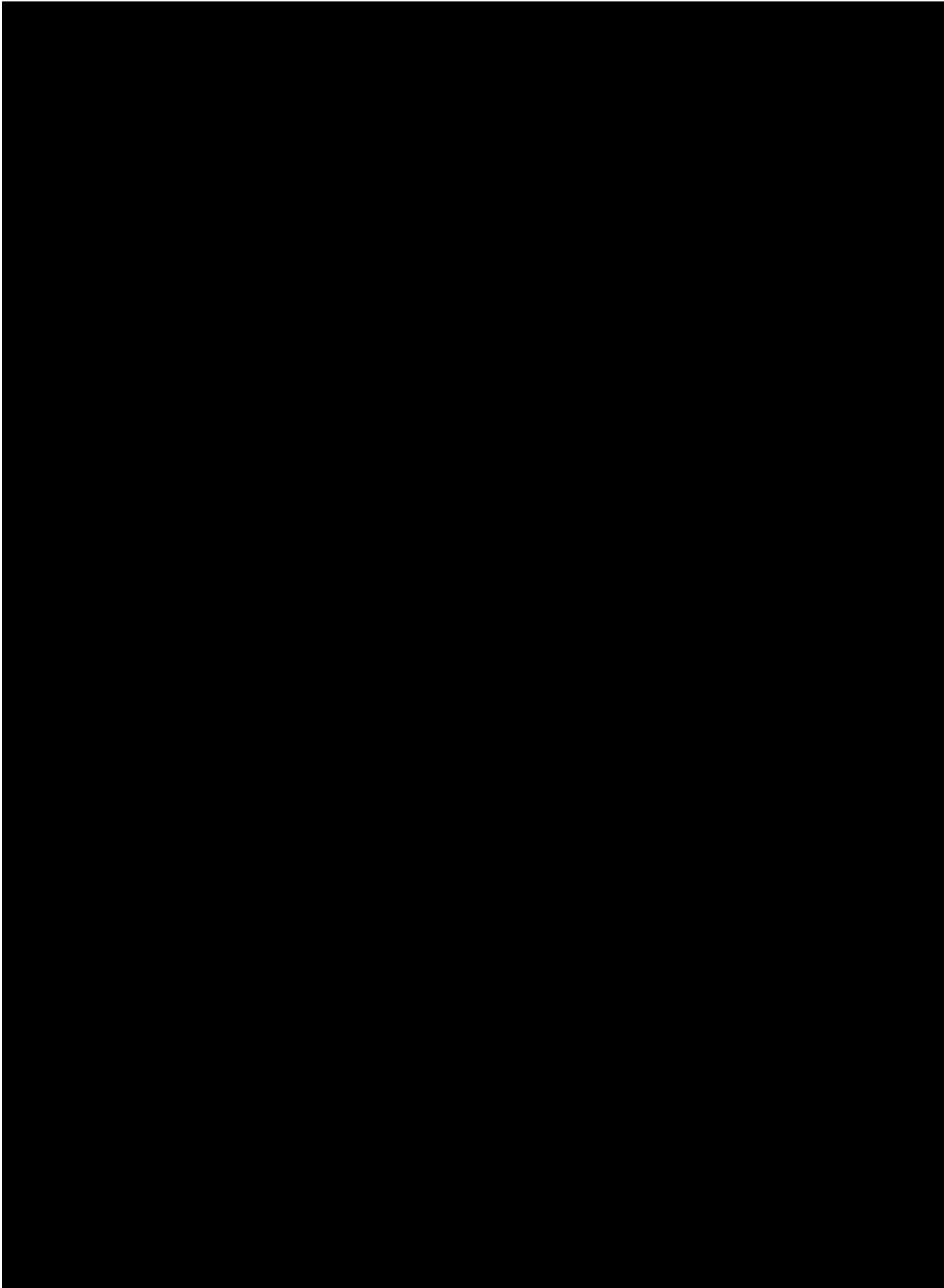


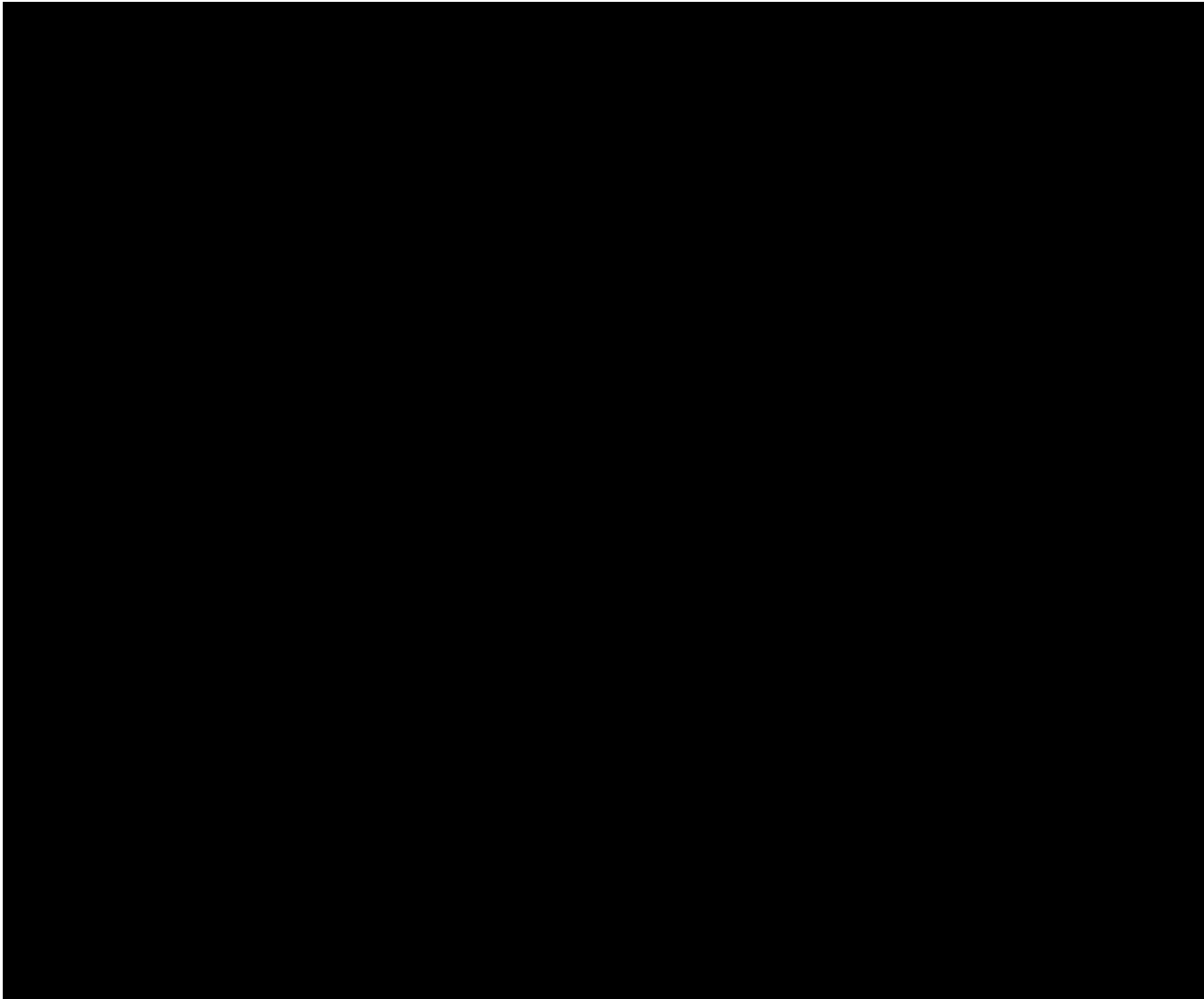












**ARTICLE 3
CAPITALIZATION**

Section 3.1 Member Interests.

(a) In consideration of the agreements and covenants contained in this Agreement and the other JV Documents, the Company hereby issues to each Member the Equity Interests set forth opposite such Member's name on Exhibit A.

(b) There is one class of authorized limited liability company interests of the Company, which are the Equity Interests. The Equity Interests shall be certificated in accordance with Section 7.1. Equity Interests shall be issued as a percentage and may be issued in whole or fractional percentages. The Equity Interests shall have the rights, preferences, privileges, restrictions and obligations set forth in this Agreement. The Equity Interests shall not be divided into sub-classes or series, except in each case, with the prior written consent of all the Board Members.

(c) The Board is hereby authorized to complete or amend Exhibit A hereto from time to time to reflect the admission of additional Members, the withdrawal of a Member, the Capital Contributions of a Member, the Equity Interests of a Member upon any issuance, redemption or Transfer of such Member's Equity Interests, and other information called for by Exhibit A, and to correct or amend Exhibit A.

Section 3.2 Capital Contributions.

(a) Except as otherwise required by Law, or as provided in this Section 3.2, no Member shall be required to make any Capital Contributions to the Company after the date hereof.

(b) From and after the date hereof, each Member shall make Capital Contributions at the times and in the amounts set forth on Schedule 3.2.

(c) The Members shall be required to make Capital Contributions at the times and in the amounts determined by the Board in accordance with Section 5.1(c).

(d) Upon the approval of the Board and subject to Section 9.5, the Company may issue additional Equity Interests to any Person (including any Member, any Affiliate of a Member or any third party) in exchange for such Capital Contributions (and otherwise on such terms and conditions) as the Board may determine. For the avoidance of doubt, additional Equity Interests may also be issued to a Non-Defaulting Member (as defined below) pursuant to Section 3.2(g) without the approval of the Board or any other Member.

(e) In the event that any Member (the "Defaulting Member") fails to fund all or any part of any Capital Contribution that such Member is required to make pursuant to Section 3.2(b) or Section 3.2(c) (any such failure, a "Default", and the portion which was not funded being referred to herein as the "Shortfall Amount"), then (i) the other Member (the "Non-Defaulting Member") may, but is not obligated to, fund the Shortfall Amount to the Company, and (ii) the sum of (x) such Non-Defaulting Member's Unmatched Capital, and (y) the Shortfall Amount so funded (if any) shall, subject to Section 3.2(f) and Section 3.2(g), be treated as a loan to the Company by the Non-Defaulting Member (the "Default Loan"). Each Default Loan shall bear interest until paid in full at an annual rate equal to the Default Loan Rate.

(f) The Defaulting Member may cure any Default by (i) repaying to the Non-Defaulting Member (on behalf of the Company) an aggregate amount equal to the sum of (A) the Shortfall Amount funded by the Non-Defaulting Member pursuant to Section 3.2(e), if any, plus (B) the aggregate amount of interest accrued on the amount of the Default Loan at the Default Loan Rate as of the date of such repayment, with any partial repayment of the Default Loan Repayment Amount first applied to reduce the interest accrued on the Default Loan and then to reduce any remaining Shortfall Amount and (ii) paying to the Company the amount of the Non-Defaulting Member's Unmatched Capital (less the Shortfall Amount funded by the Non-Defaulting Member pursuant to Section 3.2(e) and repaid by the Defaulting Member pursuant to clause (i)(A) above) (such sum "Default Loan Repayment Amount"). Notwithstanding anything to the contrary herein, until a Default Loan Repayment Amount is paid in full, the Non-Defaulting Member may elect that any and all distributions otherwise payable under this Agreement to the Defaulting Member (including pursuant to Section 4.5) shall be paid to the Non-Defaulting Member as a payment on behalf of the Company on the Default Loan Repayment Amount, with

any such payment first applied to reduce the interest accrued on the Default Loan and then to reduce the outstanding Default Loan amount. Any such amounts shall be treated as initially distributed to the Defaulting Member for purposes of this Agreement and then as paid to the Non-Defaulting Member in repayment of the Default Loan. Upon and following repayment of any outstanding Default Loan in accordance with this Section 3.2(f), (x) the amount so repaid as the Shortfall Amount (less any interest paid thereon) shall be treated as a Capital Contribution by the Defaulting Member, and (y) the Non-Defaulting Member's Unmatched Capital in respect of such Default shall be reduced by the amount so repaid, and such amount shall thereafter be treated as a Capital Contribution by the Non-Defaulting Member. If not sooner repaid, any Default Loan Repayment Amounts shall become immediately due and payable upon the sale of all or substantially all of the assets of the Company or the dissolution and liquidation of the Company.

(g) In the event that the entire Default Loan Repayment Amount in respect of any Default has not been repaid to the Non-Defaulting Member in full pursuant to Section 3.2(f) on or prior to the first (1st) anniversary of such Default, (A) the Non-Defaulting Member shall have the right, but not the obligation (the "Conversion Right"), to purchase from the Company, in exchange for satisfaction, in whole or in part, of the remaining Default Loan Repayment Amount, a percentage of Equity Interests equal to (i) the amount of the Default Loan Repayment Amount elected to be so exchanged by the Non-Defaulting Member, divided by (ii) a purchase valuation of the Company, as calculated by the Non-Defaulting Member in good faith (the "Discounted Valuation"), equal to 75% of the product of (x) the Company's EBITDA for the twelve (12)-month period ending at the end of the most recent fiscal quarter prior to the determination of such valuation, multiplied by (y) the Applicable Average Multiple, multiplied by (iii) one-half (the "Adjustment Interests") and (B) the Defaulting Member's Equity Interests shall be reduced by a percentage of Equity Interests equal to the Adjustment Interests simultaneously with the issuance of the Adjustment Interests to the Non-Defaulting Member.

(h) A Conversion Right shall be exercisable upon the Non-Defaulting Member's written notice to the Board at any time upon or following the first (1st) anniversary of the applicable Default (to the extent not cured pursuant to Section 3.2(f)), which notice shall set forth a calculation of the number of Adjustment Interests and each of the components thereof. In the event of such exercise, the Members and the Company shall cooperate to enter into customary agreements to effect the issuance of the Adjustment Interests to the Non-Defaulting Member (and the corresponding reduction in the Defaulting Member's Equity Interests) as promptly as practicable following such exercise.

(i) Notwithstanding anything to the contrary herein, each of the GVC Members and the MGM Members shall be treated as a single Member, respectively, for purposes of Section 3.2(e), Section 3.2(f) and Section 3.2(g).

Section 3.3 Capital Accounts.

(a) A Capital Account shall be established and maintained for each Member in accordance with the terms of this Agreement. A "Capital Account" means, with respect to any Member, an account that is maintained for such Member and which, as of any given date, has a balance calculated as follows:

(i) the aggregate amount of cash that has been contributed to the capital of the Company as of such date by or on behalf of such Member; *plus*

(ii) the Gross Asset Value of any property other than cash that has been contributed to the capital of the Company as of such date by such Member and the amount of Liabilities assumed by any such Member under Section 752 of the Code and the Treasury Regulations or which are secured by any Assets distributed to such Member; *plus*

(iii) the aggregate amount of the Net Profits that has been allocated to such Member as of such date pursuant to the provisions of Section 4.1 or Section 10.3, any items of income or gain which are specially allocated to such Member pursuant to Section 4.2 or Section 4.3 and any other positive adjustments required by the Treasury Regulations that have not been previously taken into account in determining such Member's Capital Account; *minus*

(iv) the aggregate amount of the Net Losses that have been allocated to such Member as of such date pursuant to Section 4.1 or Section 10.3, the amount of any item of expense, deduction or loss which is specially allocated to such Member pursuant to Section 4.2 or Section 4.3 and any other negative adjustments required by the Treasury Regulations that have not been previously taken into account in determining such Member's Capital Account; *minus*

(v) the aggregate amount of cash that has been distributed to or on behalf of such Member; and *minus*

(vi) the Gross Asset Value of any property other than cash that has been distributed to or on behalf of such Member as of such date and the amount of any Liabilities of such Member assumed by the Company under Section 752 of the Code and the Treasury Regulations or which are secured by any property contributed by such Member to the Company.

(b) Each Member's initial Capital Account balance shall be set forth on Exhibit A hereto. In the event any interests in the Company (including any Equity Interests) are transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent it relates to such transferred interests.

(c) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions thereto or subtractions therefrom, are computed in order to comply with such Treasury Regulations, the Board may make such modification; provided, however, that any such modifications to the manner in which Capital Accounts are maintained shall not have a materially adverse effect on the distributions a Member would otherwise be entitled to receive pursuant to the provisions of this Agreement.

Section 3.4 No Interest on or Return of Contributions. No Member shall be entitled to (a) interest on its contributions to the Company or to a return thereof, (b) withdraw any part of its Capital Account, or (c) receive any distributions from the Company, except as otherwise specifically provided for in this Agreement.

Section 3.5 Member Loans. To the extent the Board determines it necessary or advisable for the business of the Company, one or more Members may, but shall not be obligated to, make loans or otherwise lend funds to, act as surety or endorser for, assume one or more specific obligations of, provide collateral for, or enter into other credit, guarantee, financing or refinancing arrangements with or for the benefit of, the Company. Except as set forth in Section 3.2, no loans or other extensions of credit made by any Member to or for the benefit of the Company or its Affiliates shall have any effect on such Member's Equity Interests. Such loans or other extensions of credit represent a debt of the Company payable or collectible solely from the assets of the Company in accordance with the terms and conditions upon which such loans were made.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Allocations of Net Profits and Net Losses. Net Profits and Net Losses shall be determined and allocated among the Capital Accounts with respect to each Fiscal Year of the Company as of the end of such Fiscal Year, at such times as the Company's Assets are revalued in accordance with the definition of Gross Asset Value and at such other times as determined appropriate by the Board. Subject to the other provisions of this Article 4, an allocation to a Member of a share of Net Profits or Net Losses shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profits or Net Losses. Subject to the other provisions of this Article 4, for purposes of making such allocations and adjusting the Capital Accounts of the Members, the Net Profits, Net Losses and, to the extent necessary, individual items of income, gain, loss, credit and deduction, for any Fiscal Year shall be allocated among the Members in a manner that as closely as possible gives economic effect to the provisions of Section 10.3 and the other relevant provisions of this Agreement.

Section 4.2 Special Allocations. Notwithstanding Section 4.1, the following special allocations shall be made in the following order:

(a) **Minimum Gain Chargeback.** To the extent required by Section 1.704-2(f) of the Treasury Regulations, if there is a net decrease in "partnership minimum gain" (within the meaning of Section 1.704-2(b)(2) of the Treasury Regulations) in a Fiscal Year, then each Member shall be specially allocated items of income and gain (including gross income) arising during that Fiscal Year (and if necessary subsequent Fiscal Years), before any allocation of Net Profits or Net Losses, in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treasury Regulation Section 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. In any Fiscal Year that has such a net decrease, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Partnership Representative may in its reasonable discretion seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Section 1.704-2(f)(4) of the Treasury Regulations. This Section 4.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) **Member Nonrecourse Debt Minimum Gain Chargeback.** If there is a net decrease in "partner nonrecourse debt minimum gain" (within the meaning of Section 1.704-2(i)(4)

of the Treasury Regulations) in any Fiscal Year, then each Member who has a share of the “partner nonrecourse debt minimum gain” as of the beginning of the Fiscal Year shall be specially allocated items of income and gain arising during that Fiscal Year (and if necessary subsequent Fiscal Years) to the extent required by Section 1.704-2(i)(4) of the Treasury Regulations. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. A Member shall not be subject to this provision to the extent that an exception is provided by Section 1.704-2(i)(4) of the Treasury Regulations and any administrative guidance issued by the Internal Revenue Service with respect thereto. Any “partner nonrecourse debt minimum gain” allocated pursuant to this provision shall consist of first, gains recognized from the disposition of Assets subject to “partner nonrecourse debt” (within the meaning of Section 1.704-2(b)(4) of the Treasury Regulations), and, second, if necessary, a pro rata portion of the Company’s other items of income or gain (including gross income) for that Fiscal Year (and if necessary subsequent Fiscal Years). This Section 4.2(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, which creates a negative Adjusted Capital Account Balance for its Capital Account, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the negative Adjusted Capital Account Balance so created as quickly as possible, provided that an allocation pursuant to this Section 4.2(c) shall be made if and only to the extent that such Member would have a negative Adjusted Capital Account Balance after all other allocations provided for in this Article 4 have been tentatively made as if this Section 4.2(c) were not in the Agreement. It is the intent that this Section 4.2(c) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(d) Nonrecourse Deductions. If there are any “nonrecourse deductions” (within the meaning of Sections 1.704-2(b)(1) and 1.704-2(c) of the Treasury Regulations) in a Fiscal Year, then such nonrecourse deductions shall be allocated among the Members pro rata in accordance with their respective Equity Interests.

(e) Member Nonrecourse Deductions. If there are any “partner nonrecourse deductions” (within the meaning of Section 1.704-2(i)(2) of the Treasury Regulations) in a Fiscal Year, then such deductions will be allocated to the Member who bears the economic risk of loss for the “partner nonrecourse liability” (within the meaning of Section 1.704-2(b)(4) of the Treasury Regulations) to which the deductions are attributable. If more than one Member bears the economic risk of loss for such “partner nonrecourse liability”, the “partner nonrecourse deductions” attributable to such “partner nonrecourse liability” shall be allocated among the Members according to the ratio in which they bear such economic risk of loss.

(f) Special Loss Allocation. The Net Losses allocated pursuant to Section 4.1 hereof shall not exceed the maximum amount of Net Losses, losses or deductions that can be so allocated without causing any Member to have a negative Adjusted Capital Account Balance at the

end of any Fiscal Year. If some, but not all, of the Members would have negative Adjusted Capital Account Balance as a consequence of such allocations, the limitation set forth in the preceding sentence shall be applied on a Member-by-Member basis so as to allocate the maximum permissible Net Losses and items of loss and deduction to each Member under Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations. All Net Losses in excess of the limitation set forth in this Section 4.2(f) shall be allocated to the Members in proportion to their respective positive Adjusted Capital Account Balances, if any, and thereafter to the Members in accordance with their interests as determined by the Partnership Representative in its reasonable discretion. If any Member would have a negative Adjusted Capital Account Balance at the end of any Fiscal Year, the Capital Account of such Member shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

Section 4.3 Curative Allocations. The allocations (the “Regulatory Allocations”) set forth in Section 4.2 are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2(b) of the Treasury Regulations. Notwithstanding any other provisions of this Agreement other than the Regulatory Allocations, the Regulatory Allocations shall be taken into account in allocating Net Profits or Net Losses or other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not been part of this Agreement. The Board shall determine, with respect to each Fiscal Year or other period, how to apply the provisions of this Section 4.3 in whatever manner is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations.

Section 4.4 Tax Allocations and other Tax Provisions.

(a) Except as otherwise provided in this Section 4.4(a), for income tax purposes, each Company item of income, gain, loss or deduction shall be allocated to and among the Members in the same manner as the correlative “book” items are allocated pursuant to the provisions of Section 4.1, Section 4.2 and Section 4.3. Notwithstanding any other provision of this Agreement to the contrary, any income, gain, loss or deduction recognized by the Company for tax purposes in any Fiscal Year with respect to all or any part of an Asset that (a) is required to be allocated among the Members in accordance with Section 704(c) of the Code and the Treasury Regulations so as to take into account the variation, if any, between the adjusted tax basis of such Asset and the initial Gross Asset Value of such Asset at the time of its contribution, or (b) is required to be allocated among the Members in accordance with the principles of Section 704(c) of the Code and the Treasury Regulations following an adjustment to the Gross Asset Value of an Asset pursuant to this Agreement, in each case shall be allocated among the Members in accordance with Section 704(c) of the Code and the applicable Treasury Regulations. Any recapture of depreciation or any other item of deduction shall be allocated, in accordance with Treasury Regulations Sections 1.1245-1(e) and 1.1254-5, to the Members who received the benefit of such deductions (taking into account the effect of remedial allocations).

(b) For any Fiscal Year or other period during which any part of the Equity Interests is transferred between the Members or to another Person, the portion of the Net Profits, Net Losses and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of the Equity Interests shall be apportioned between the transferor and the

transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the Board.

(c) In the event that the Code or any Treasury Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Article 4, the Board is hereby authorized to make new allocations in reliance on the Code and such Treasury Regulations, and no such new allocation shall give rise to any claim or cause of action by any Member.

(d) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in Net Profits shall be determined pro rata in accordance with each Member's respective Equity Interests.

(e) If, as a result of an exercise of a non-compensatory option to acquire an interest in the Company, a Capital Account reallocation is required under Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations pursuant to Treasury Regulation Section 1.704-1(b)(4)(x).

Section 4.5 Distributions.

(a) Distributions of Available Cash. Subject to the other provisions of this Agreement, including Section 3.2(f), all Available Cash shall be distributed to the Members of record in proportion to their relative Equity Interests.

(b) Tax Distributions. Notwithstanding the priorities set forth above in Section 4.5(a), to the extent of Available Cash and to the extent otherwise permitted by applicable law and any contracts that are binding on the Company, on a quarterly basis (taking into account the due dates for U.S. domestic corporations to make estimated income tax payments), the Company shall distribute to each Member an aggregate amount equal to such Member's Tax Amount for each such Fiscal Year, and such distributions shall be treated as advances of distributions otherwise to be made pursuant to Section 4.5(a) and shall be taken into account in determining the amount of future distributions to each Member pursuant to Section 4.5(a) or Section 10.3 by reducing dollar for dollar the next succeeding distributions pursuant thereto to which such Member is entitled.

(c) Withholding; Taxes Attributable to a Member. The Company shall be entitled to withhold any amounts that it is required to withhold pursuant to the Code or any provision of any other state or local Law with respect to allocations made pursuant to Article 4 hereof in respect of taxes from distributions to the Members, and, to the extent it so withholds, shall pay over to the applicable Governmental Authority such amounts withheld. Any such amount of withholding tax paid to the applicable Governmental Authority in respect of a Member shall be treated as if it had been distributed to the Member (if and to the extent withheld from a distribution) or, if not withheld from a distribution that otherwise would have been made by the Company to such Member, shall either, as determined by the Board, be withheld by the Company from subsequent distributions that the Company would otherwise make to such Member or be promptly reimbursed to the Company by such Member. If the Company is required by law to make any other tax payment that is specifically attributable to a Member of personal property, personal property replacement, unincorporated business or other similar taxes, then such Member shall indemnify

the Company in full for the entire amount thereof paid by the Company (including interest, penalties and related expenses).

Section 4.6 Limitations Upon Distributions. Notwithstanding anything to the contrary in Section 4.5, no distribution shall be made if such distribution would violate the Delaware Act or any other Law applicable to the Company.

ARTICLE 5 MANAGEMENT OF THE COMPANY

Section 5.1 Management under Direction of Board.

(a) Except as otherwise expressly provided in this Agreement or required under the Delaware Act, the business and affairs of the Company Group shall be managed by the Members through a board of the Members' representatives (the "Board", and each member of the Board, a "Board Member"). Acting collectively, the Board will have the rights and powers of a "member" as that term is defined in the Delaware Act. Subject to the conditions set forth in this Agreement, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company Group and to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company and the Business. Without limiting the generality of the foregoing, except as set forth in Section 5.1(d), majority Board approval shall be required for all material actions and matters of the Company Group (except as otherwise expressly specified in this Agreement or the JV Documents), including all matters set forth in this Agreement as requiring Board approval.

(b) Each Board Member shall be entitled to cast one (1) vote per Board Member on all matters decided by the Board.

(c) The Company shall not, and shall not permit any of its Subsidiaries to, take any of the following actions without the prior affirmative vote of a majority of the Board Members:

(i) enter into or modify any transaction (whether or not on arms-length terms) between the Company or any of its Subsidiaries, on the one hand, and any of the Members, or any of their respective Affiliates, on the other hand, except with respect to any Default Loan pursuant to Section 3.2(e) or entry into the JV Documents.

(ii) amend its Organizational Documents;

(iii) increase or decrease the size of its board of directors, managers, members, members' representatives or other similar governing body, except pursuant to Section 5.2(b);

(iv) make any material acquisition or disposition;

(v) sell all or substantially all of its assets, by way of an asset sale, equity sale, tender offer, merger or other business combination, or otherwise engage in a change of Control transaction;

(vi) approve the Operating Budget or Business Plan, or any amendment, modification or restatement thereof;

(vii) enter into (A) any Contract, including any risk management contract, not contemplated by the Approved Operating Budget, involving payments to or from the Company Group in excess of [REDACTED] or (B) any Affiliate Contract (whether or not on arms-length terms);

(viii) except for indebtedness incurred (x) to a Non-Defaulting Member pursuant to Section 3.2(e), or (y) in accordance with an Approved Operating Budget pursuant to Section 5.14, incur (including through refinancings) any indebtedness, including construction and development financing, and any refinancing or guarantees thereof;

(ix) make any loan, advance or capital contribution to any Person;

(x) make any voluntary prepayments of existing indebtedness;

(xi) make any amendment to, or agree to waive any right or obligation under, any documents governing indebtedness, any Affiliate Contract (whether or not on arms-length terms) or any other material Contract;

(xii) recapitalize or reclassify existing Securities or initiate any exchange, tender offer or repurchase of Securities;

(xiii) make capital expenditures in excess of the greater of [REDACTED];

(xiv) enter into any transaction between the Company or any of its Subsidiaries, on the one hand, and a senior manager, on the other, outside the ordinary course of business;

(xv) issue any Securities;

(xvi) dissolve, liquidate, recapitalize or reorganize or file for Bankruptcy;

(xvii) modify the distribution or dividend policy (including with respect to the determination of the amount of Available Cash);

(xviii) settle any material claim or litigation;

(xix) make a material change to the nature of its business or enter into any new line of business;

(xx) hire, fire or replace its financial auditors;

(xxi) change its annual tax accounting period, make, revoke or change any material tax election (other than an election pursuant to Code Section 754 or as described in Section 8.2 of this Agreement) outside the ordinary course of business, settle or compromise any material tax liability or claim for a refund of material taxes (other than the payment of taxes or collection

of refunds in the ordinary course of business), enter into any tax sharing agreement with a Member or any Affiliate of a Member, enter into any material closing agreement or any other material written agreement relating to taxes with any governmental authority, or consent to any extension or waiver of the limitation period applicable to any material tax claim or assessment (other than pursuant to extensions of time to file tax returns obtained in the ordinary course of business);

(xxii) except pursuant to the Business Plan, establish any Subsidiary or change the legal structure of the Company Group;

(xxiii) adopt, amend or terminate any severance, equity or bonus incentive program or other management compensation plans, including profits interests;

(xxiv) approve, terminate or make any modification to any D&O Insurance Policy of the Company;

(xxv) make or provide any contribution, donation, gift, entertainment or other expense to or for the benefit of any political official, party or organization or otherwise relating to any political activity;

(xxvi) enter into any joint venture;

(xxvii) appoint, hire, remove or fire any Officer, or designate or create any Officer position; or

(xxviii) enter into any arrangement or Contract with respect to any of the foregoing.

(d) Notwithstanding anything to the contrary in this Agreement, any non-disclosure agreement, confidentiality agreement, or similar agreement executed in connection with a potential acquisition or disposition of assets, equity interests and/or indebtedness or any similar transaction may be executed without Board approval but only if execution of such document is consented to by at least one (1) GVC Designee and one (1) MGM Designee.

(e) Notwithstanding anything herein to the contrary but subject to Section 5.1(c)(xi), if a Board Member or a Member reasonably believes or alleges (and presents evidence) that any Member or any Affiliates of such Member have (with or without notice or lapse of time or both) materially breached, violated or are in material default under any Affiliate Contract, such Board Member or Member may on behalf of the Company, or may direct the Company to (and in each case the Company, the Board and the Officers, as applicable, shall reasonably cooperate therewith to cause the Company to), (i) (x) *first*, comply with any notice and cure provisions in the applicable Affiliate Contract and if no notice and cure provisions are so included, provide the breaching party with written notice of such alleged material breach, violation or default and a 30-day (or such longer period as the Board may determine) opportunity to cure, (y) *second*, enforce the terms of any such Affiliate Contract to the fullest extent permitted thereunder and (z) *third*, if such material breach, violation or default is not reasonably resolved within the applicable cure period thereafter, commence any litigation, arbitration, mediation, or other dispute resolution procedure in accordance with such Affiliate Contract and the settlement thereof (and such Board Member may on behalf of the Company control any such litigation, arbitration, mediation, or other

dispute resolution procedure and settlement thereof), and (ii) select, appoint and instruct any third-party consultants and advisors (including financial advisors, legal counsel, due diligence consultants and any other advisors or consultants) necessary or advisable in connection therewith. If any Member or any of its Affiliates have (with or without notice or lapse of time or both) materially breached, violated or are in material default of any Affiliate Contract, such Member shall provide prompt written notice to the other Members and the Board Members of such material breach, violation or default.

Section 5.2 Number, Tenure and Qualification.

(a) The Board shall initially consist of four (4) Board Members. Subject to Section 5.2(b), the GVC Members, acting as a separate class, shall have the right to designate two (2) Board Members (the “GVC Designees”) and the MGM Members, acting a separate class, shall have the right to designate two (2) Board Members (the “MGM Designees”). The initial Board Members are set forth on Exhibit B.

(b) The number of GVC Designees or MGM Designees, as applicable, will be reduced: (i) by one (1), if (and for so long as) the GVC Members or the MGM Members, as applicable, hold less than 35% of the Company’s total Equity Interests; and (ii) by two (2) if (and for so long as) the GVC Members or the MGM Members, as applicable, hold less than 10% of the Company’s total Equity Interests. If the number of GVC Designees or MGM Designees, as applicable, is reduced pursuant to this Section 5.2, the total number of Board Members shall be reduced accordingly.

(c) No Board Member need be a resident of the State of Delaware. Each Board Member shall hold office until the Board Member’s successor shall be duly elected or until the earlier of such Board Member’s withdrawal, death, removal (in accordance with Section 5.5) or resignation.

(d) A Person that serves as a Board Member shall not be required to be a Board Member as his sole and exclusive occupation, and Board Members may have other business interests and may engage in other investments, occupations and activities in addition to those relating to the Company.

(e) If (i) any GVC Designee is absent or unavailable for a meeting of the Board, then any GVC Designee present at such meeting shall be permitted to cast the vote of the absent GVC Designee and (ii) any MGM Designee is absent or unavailable for a meeting of the Board, then any MGM Designee present at such meeting shall be permitted to cast the vote of the absent MGM Designee.

(f) Each Member agrees to vote for, or otherwise give consent to, the election of the GVC Designees and the MGM Designees.

Section 5.3 Voting Proxies; Quorum; Meetings of Board.

(a) A Board Member may vote at a meeting in person, by remote communication pursuant to Section 5.3(h) or by a written proxy executed by that Board Member. Attendance (either in person, by remote communication pursuant to Section 5.3(h) or by proxy) of

a majority of the Board Members including at least one (1) GVC Designee and one (1) MGM Designee shall constitute a quorum for the transaction of business at a meeting of the Board. Notwithstanding the foregoing, at any time that the GVC Members and the MGM Members are not entitled to designate the same number of Board Members, then a quorum for the transaction of business at a meeting of the Board shall exist notwithstanding the absence of the Board Members designated by the Minority Group, if such designees are absent for two or more consecutive meetings proposed to be held by telephonic communication and of which at least twenty-four (24) hours advanced notice was given.

(b) The Board may establish such subcommittees as it may deem appropriate. The functions of such subcommittees shall be to serve in an advisory capacity only, and no subcommittee shall have the power to vote on any matter, execute contracts or otherwise bind the Board, the Members or the Company. Each subcommittee shall have at least one (1) GVC Designee and one (1) MGM Designee, and each subcommittee shall have, subject to Section 5.2(b), an equal number of GVC Designees and MGM Designees. The notice and quorum requirements for meetings of the Board shall apply to each subcommittee *mutatis mutandis*, except to the extent additional provisions relating to such are explicitly set forth herein.

(c) Regular meetings of the Board may be held without notice at such time and place as may be determined by the Board, but shall be held at least quarterly.

(d) Any Board Member may call a special meeting of the Board by giving written notice to the other Board Members at least two (2) Business Day in advance of such meeting, which written notice shall include any proposals being proposed by such Board Member for consideration at the meeting (including appropriate supporting information not previously distributed to such Board Members); provided, however, that such notice shall not be required if all of the members of the Board consent to meeting without notice.

(e) Each notice of a meeting of a Board shall contain: (i) the date, time and location of the meeting; (ii) an agenda of the matters and proposals to be considered or voted upon; and (iii) to the extent practicable, copies of all proposals to be considered at the meeting (including appropriate supporting information not previously distributed to the Board Members). A Board Member, by written notice to the other Board Members, which notice shall include any additional proposals being proposed by such Board Member to be considered at the meeting (including appropriate supporting information not previously distributed to the other Board Member), may add additional matters to the agenda for a meeting. On the request of a Board Member, and with the consent of the other Board Members, the Board may consider at a meeting a proposal not contained in such meeting agenda.

(f) The Members mutually agree that there shall be two (2) co-chairpersons of the Board (the "Co-Chairpersons") and that one (1) GVC Designee and one (1) MGM Designee shall serve as the Co-Chairpersons. The Co-Chairpersons shall unanimously appoint a secretary who shall make a record of each proposal voted on and the results of such voting at such Board meeting and who shall keep the minutes of the meeting.

(g) Any action that may be taken by the Board under this Agreement may be taken without a meeting if a sufficient number of affirmative votes are communicated to the Co-Chairpersons in accordance with this Section 5.3 as would otherwise be necessary to take such

action under this Agreement. Any Board Member may submit any proposal that is within the powers of the Board to approve or disapprove to the Board for a vote by written consent. The proposing Board Member shall notify the Co-Chairpersons with written materials describing the proposal and the Co-Chairpersons shall provide a copy of such proposal to the other Board Members. Any such proposal by a proposing Board Member shall include with such proposal adequate documentation to enable the other Board Members to make a decision. Each Board Member (including the proposing Board Member) shall communicate its vote on the proposal by notice to the Co-Chairpersons and the other Board Members in writing within two (2) Business Days after receipt of the proposal from the Co-Chairpersons. Any Board Member failing to communicate its vote in a timely manner shall be deemed to have voted against such proposal. Within one (1) Business Day following the expiration of the relevant time period, the Co-Chairpersons shall give each Board Member a written confirmation notice stating the tabulation and results of the vote on such proposal.

(h) Board Members may participate in any meeting by means of conference telephone or similar remote communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

(i) Attendance of a Board Member at any meeting of the Board (including by telephone or similar remote communication equipment) shall constitute a waiver of notice of such meeting, except where such Board Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not properly called or convened and notifies the other Board Members at the beginning of such meeting of such purpose.

(j) All notices and communications required or permitted to be given to the Board Members pursuant to this Article 5 shall be sufficient in all respects if given in writing and delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid (or, in each case, an equivalent method with respect to the United Kingdom), return receipt requested, or sent by facsimile transmission, with successful transmission confirmed in writing by the sender's facsimile machine, or if sent by electronic mail and subsequently confirmed in writing by the aforementioned personal delivery (which such confirmation shall not be deemed to include an automatic electronic mail response), bonded overnight courier, U.S. mail, or facsimile, addressed to the appropriate Person at the address for such Person shown below or at such other address as the GVC Members or the MGM Members, as applicable, shall have theretofore designated by written notice delivered to the Company:

If to a GVC Designee:

c/o GVC Holdings plc
32 Athol Street
Douglas
Isle of Man
IM1 1JB
Attention: Robert Hoskin
Email: rhoskin@gvcgroup.com

With a copy to:

GVC Holdings (UK) Ltd
3rd Floor, 1 New Change
London, EC4M 9AF
Attention: General Counsel
Email: generalcounsel@gvcgroup.com

If to a MGM Designee:

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person, or by courier, or transmitted by facsimile transmission or electronic mail if, in each case, delivered during normal business hours or on the next Business Day if delivered after business hours, and upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be.

Section 5.4 Resignation of Board Members. A Board Member may resign from the position of Board Member at any time by giving written notice to the Members. The resignation of a Board Member shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Removal of Board Members. A Board Member may only be removed by an action of the Members then entitled to designate such Board Member in accordance with Section 5.2(a); provided, that, such Members shall, at the request of any Member, promptly cause the removal of any Board Member to the extent (i) required by any Gaming Regulatory Authority, (ii) necessary to obtain any Gaming Approval, or (iii) the failure to promptly effect such removal could reasonably be expected to have an adverse effect on the Company or any Member (or Affiliate thereof) under any applicable gaming Law or regulation. If at any time the number of Board Members that either the GVC Members or the MGM Members are entitled to elect is decreased pursuant to Section 5.2(b), then the GVC Members or the MGM Members, as the case may be, shall promptly remove such number of GVC Designees or MGM Designees, as the case

may be, as is necessary so that the remaining number of GVC Designees or MGM Designees, as the case may be, does not exceed the number of Board Members that the GVC Members or the MGM Members, as the case may be, are entitled to elect pursuant to Section 5.2.

Section 5.6 Vacancies. Any vacancy in the position of a Board Member that is created by the death, resignation or removal of a Board Member shall be filled only by an action of the GVC Members or MGM Members then entitled to designate such Board Member in accordance with Section 5.2, subject, in each case, to the receipt of any applicable Gaming Approval in connection with such designation.

Section 5.7 Fees and Expenses of Board Members. A Board Member shall not be entitled to any fees for serving as a Board Member. The Company shall be responsible for and bear all reasonable and documented out-of-pocket business expenses relating to the Company incurred by the Board Members in their capacity as such or incurred by the Members on behalf of the Company (including any costs and expenses of the D&O Insurance Policy and customary director indemnification agreements). For the avoidance of doubt, in no event shall any costs or expenses incurred by a Member or any of its Affiliates in connection with such Member (or Affiliate thereof) (a) obtaining any Gaming Approvals or other applicable licensing, or any finding by a Gaming Regulatory Authority of suitability, qualification or eligibility on the part of such Member (or Affiliate thereof), or (b) negotiating, drafting or entering into this Agreement or any other JV Document or the terms and conditions hereof, or consummating the transactions contemplated hereby and thereby (including any legal or financial advisor fees or expenses or any broker's or finder's fees), shall constitute costs or expenses incurred by such Member on behalf of the Company for which the Company shall be responsible pursuant to this Section 5.7 or Section 5.14(d).

Section 5.8 No Power of Members to Bind Company. No individual Member, in its status as such, has any right to transact any business for the Company or any authority or power to sign for or bind the Company unless such power or authority has been expressly delegated to such Member in accordance with this Agreement or delegated by resolution of the Board approved in accordance with this Agreement.

Section 5.9 Liability. No Member shall be liable in damages to the Company or the other Member for any action taken or not taken by an employee of such Member who is also a Board Member that is taken (or not taken) in such Person's capacity as a Board Member. The Company shall indemnify and hold harmless the Board Members against Liabilities to third parties in accordance with Section 6.2 and Section 6.3 below.

Section 5.10 Officers. The (i) GVC Designees shall have the right to propose one or more candidates for the roles of Chief Executive Officer, Chief Marketing Officer and Chief Technical Officer of the Company, (ii) MGM Designees shall have the right to propose one or more candidates for the roles of Chief Financial Officer and General Counsel of the Company, in each case, for the Board's consideration; provided that, the power and authority to appoint and remove any such officer, or any other officer of the Company as the Board may designate from time to time (collectively, the "Officers"), shall be vested solely in the Board (and in each case subject to the receipt of any applicable Gaming Approval). Any Officer so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them, including running the day-to-day operations of the Company (subject, in each case to the Board's

oversight and Section 5.1(c)). Each Officer shall hold office until his or her successor shall be duly designated and qualified or until his or her death, resignation or removal by the Board. Any number of offices may be held by the same Officer. Any Officer may be removed as such, either with or without cause, by the Board.

Section 5.11 Business Development Activities. Each Member shall have the right to conduct commercial development activities with respect to potential business opportunities of the Company, including identifying Persons as potential customers of the Company and engaging in discussions with such Persons on behalf of the Company, but no Member shall enter into any agreement or obligation binding on the Company in connection with such activities unless previously expressly authorized and approved in accordance with this Agreement, and any such binding agreement or obligation shall be subject to approval by the Board and entered into on behalf of the Company by the designated party. The Members shall each use their commercially reasonable efforts to coordinate such marketing and business development activities conducted solely on behalf of the Company, including providing advance notice of potential meetings and other significant business contacts with such Persons to the other Members and permitting representatives of the other Members to participate therein.

Section 5.12 Subsidiaries. The Company shall vote, or cause to be voted, all of the Securities it holds, from time to time, in, and exercise any powers it may have with respect to the conduct of the business of, any direct or indirect Subsidiary of the Company as directed by the Board and in a manner consistent with this Agreement, *mutatis mutandis*. To the extent the Company's Subsidiaries are not member-managed limited liability companies that are managed by a sole member, the Company shall take all necessary actions to ensure that the board of directors, board of managers, partnership committee or similar governing body of each of the Company's Subsidiaries shall be comprised of the same number of individuals, designated and appointed in the same manner as the Board, and require the vote, consent or decision (and presence for quorum) of its members to the same extent as would be required for comparable actions and meetings at the Board.

Section 5.13 Business Plan. The initial business plan, which includes a summary operating budget for the period beginning on the date hereof and ending December 31, 2018 (the "Stub Period") as well as a strategic outlook for the first three full Fiscal Years after the date of this Agreement (the "Initial Business Plan") shall be the business plan exchanged by the parties on the date hereof. The Board shall direct the Officers to deliver to the Board for approval, concurrent with the delivery of the Operating Budget each Fiscal Year pursuant to Section 5.14, an updated and revised business plan for the Company (including an updated summary operating budget and three-year strategic outlook covering the Fiscal Year being budgeted for and the succeeding four Fiscal Years) containing the same level of detail as the Initial Business Plan (the "Business Plan"). The Initial Business Plan and Business Plan may be revised or adjusted from time to time as agreed by the Board.

Section 5.14 Operating Budget.

(a) The Company Group shall be operated in accordance with the Initial Business Plan during the Stub Period and thereafter in accordance with the then current Operating Budget that has been approved by the Board pursuant to Section 5.1(c)(vi) or has otherwise been

agreed or determined pursuant to Section 5.14(c) (each such budget, as applicable, the “Approved Operating Budget”).

(b) The Board shall direct the Officers to deliver, no later than November 1 of each Fiscal Year, an operating budget for the Company Group for the next Fiscal Year, which operating budget shall be prepared on an accrual basis and shall include projected revenues, projected capital and operating expenditures, projected operating profits or losses, projected free cash flow, projected cash requirements and reasonable specificity of individual capital expenditure items, in each case, on a monthly basis (the “Operating Budget”).

(c) If the Board fails to approve an Operating Budget for the next Fiscal Year prior to December 1 of the then current Fiscal Year, then any unresolved disputes with respect to the Operating Budget shall promptly be discussed between Parent Executives of the GVC Members and MGM Members pursuant to the procedures set forth in Section 11.2(a). If a resolution or agreement is not achieved within 10 days after such Parent Executives have participated in an initial discussion, then at the request of any Member, the Operating Budget shall be deemed approved and agreed and consist of each line item in the preceding Approved Operating Budget multiplied by 110%.

(d) Notwithstanding the foregoing, each officer of the Company is authorized to pay any expense incurred by or on behalf of the Company arising from or related to the formation of the Company and the entry into this Agreement.

Section 5.15 Actions by any Class of Members.

(a) All actions required or permitted to be taken hereunder by the GVC Members as a class shall be deemed approved if agreed or consented to by the GVC Members holding a majority of the Equity Interests held by the GVC Members collectively.

(b) All actions required or permitted to be taken hereunder by the MGM Members as a class shall be deemed approved if agreed or consented to by the MGM Members holding a majority of the Equity Interests held by the MGM Members collectively.

Section 5.16 Gaming Regulatory Matters.

(a) The MGM Members and the GVC Members shall cooperate with each other and use their respective commercially reasonable efforts to address and remedy any Gaming Regulatory Matter to each Member Group’s reasonable satisfaction (including, without limitation, using commercially reasonable efforts to agree upon a process with the applicable Gaming Regulatory Authority with reasonably adequate time to permit the Causing Member to effectuate a remedy thereof). In furtherance of the foregoing, the Members shall, and shall cause their respective Affiliates to, negotiate in good faith to amend any JV Document, solely to the extent necessary to remedy a Gaming Regulatory Matter; provided, that such amendment may be deemed an Adverse Gaming Consequence, if applicable.

(b) If after complying with clause (a) above, the Affected Member reasonably determines that it is unlikely that a Gaming Regulatory Matter will be resolved to the satisfaction of the applicable Gaming Regulatory Authority, and the Affected Member, acting in good faith and

on the advice of outside counsel (but, for the avoidance of doubt, a formal opinion of outside counsel is not required) or a recommendation of its independent Compliance Committee, makes a determination that the applicable Gaming Regulatory Matter continues to be problematic and could reasonably be expected to result in an investigation or adversary proceeding that would have an adverse effect on the Affected Member's ability to operate its business in a material respect as then conducted or to be conducted in the applicable jurisdiction (an "Adverse Gaming Consequence"), then the Affected Member shall have the rights set forth in Section 9.2 of this Agreement.

Section 5.17 Retail Poker Tournaments. The Company intends to host Retail Poker Tournaments from time to time in accordance with the Approved Operating Budget. From time to time, the Company may request from MGM information regarding the general availability of facilities owned or operated by MGM or its Affiliates (other than any facility owned by a Non-Controlled Person) to host a Retail Poker Tournament, and MGM shall provide such information. If the Company requests that any Retail Poker Tournament be hosted at a facility owned or operated by MGM or its Affiliate (other than any facility owned by a Non-Controlled Person) on any available date, MGM shall use its commercially reasonable efforts to make the requested space in such facility available on such date (or another facility owned and operated by an Affiliate of MGM), subject to applicable Laws. In such circumstances, the Company shall not be required to pay rent or a license fee for use of such facility, but shall pay, directly or through the applicable Affiliate of MGM, all other costs incurred by MGM in connection with such Retail Poker Tournament, including, without limitation, setting up and staffing such event and all costs of managing and executing such event (*e.g.*, security, a reasonable allocation for utilities, equipment, permitting or other licensing requirements, etc.). For the avoidance of doubt, neither MGM nor any of its Affiliates shall be obligated to cancel any previously scheduled Retail Poker Tournaments for the purpose of accommodating any request of the Company pursuant to this Section 5.17 and, subject to the second sentence of this Section 5.17, nothing herein shall restrict MGM or any of its Affiliates from hosting any Retail Poker Tournaments on behalf of any other Person at any time; provided, that in no event shall MGM or any of its Affiliates host any Retail Poker Tournaments under the Poker Stars name or brand without the prior written consent of GVC. The Members agree and acknowledge that all Retail Poker Tournaments hosted by MGM on behalf of the Company pursuant to this Section 5.17 shall be conducted under the PartyPoker name and brand.

ARTICLE 6 INDEMNIFICATION

Section 6.1 No Liability of Members for Company Obligations.

(a) Except as otherwise provided by mandatory, non-waivable provisions of the Delaware Act, no Indemnitee shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being an Indemnitee.

(b) Except as otherwise expressly required by Law, a Member, in its capacity as Member, shall have no Liabilities by virtue of it being a Member of the Company in excess of: (i) the amount of its contributions to the Company; (ii) its share of any Assets and undistributed profits of the Company (it being understood that such items are assets of the Company unless such are distributed to the Members in accordance with this Agreement); (iii) its obligation to make other payments expressly provided for in this Agreement; and (iv) the amount of any distributions

wrongfully distributed to it. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the Liabilities or obligations of the Company or to return distributions made by the Company, except as expressly provided herein or required by any non-waivable provision of the Delaware Act. The agreement set forth in the immediately preceding sentence shall be deemed to be a compromise with the consent of all of the Members for purposes of §18-502(b) of the Delaware Act. However, if any court of competent jurisdiction orders, holds or determines that, notwithstanding the provisions of this Agreement, any Member is obligated to restore any such negative balance, make any such contribution or make any such return, such obligation shall be the obligation of such Member and not of any other Person.

Section 6.2 Exculpation.

(a) No Indemnitee shall be liable to the Company or any other Indemnitee for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnitee on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Indemnitee by this Agreement or a delegation of authority in accordance with this Agreement, except that (i) an Indemnitee shall be liable for any such loss, damage or claim incurred by reason of such Indemnitee's fraud, gross negligence, bad faith or willful misconduct, and (ii) an Indemnitee that is not an officer or employee of a Member, an Affiliate of a Member, the Company or an Affiliate of the Company shall be liable for any such loss, damage or claim incurred by reason of such Indemnitee's breach of this Agreement, in each case, as established by a non-appealable court order, judgment, decree or decision of a court of competent jurisdiction.

(b) An Indemnitee shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the Assets, Liabilities, Net Profits, Net Losses or Available Cash or any other facts pertinent to the existence and amount of Assets from which distributions to Members might properly be paid.

Section 6.3 Indemnification. To the fullest extent permitted by applicable Law, the Company shall indemnify, defend and hold harmless each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal or administrative, including arbitration and investigations and appeals of the foregoing (collectively, a "Proceeding"), by reason of the fact that such Person is or was a Member of the Company or Affiliate thereof or any of their respective representatives, the Partnership Representative, a Board Member or by reason of the fact that such Person is or was serving at the request of the Company as a Board Member, director, officer, partner, venturer, member, trustee, employee, agent or similar functionary of another foreign or domestic general partnership, corporation, limited partnership, limited liability company, trust, employee benefit plan or other enterprise (each, an "Indemnitee"), to the extent that such Proceeding relates to any such above-described relationships with, status with respect to or representation of any such Person to the fullest extent permitted by the Delaware Act, as the same exists or may hereafter be amended (but, in the case of an amendment, only to the extent that such amendment permits the Company

to provide broader indemnification rights than said Laws permitted the Company to provide prior to such amendment), against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses, including reasonable attorneys' and experts' fees and costs, actually incurred by such Person in connection with such Proceeding, and indemnification under this Article 6 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnification hereunder for any and all Liabilities related to and arising from such Person's activities while acting in such capacity; provided, however, that no Person shall be entitled to indemnification under this Section 6.3 if it has been determined by a final non-appealable judgment entered by a court of competent jurisdiction, and taking into account the acknowledgements and agreements set forth in this Agreement, that such Indemnitee, in respect of the applicable matter, acted (or omitted to act) in bad faith, engaged in fraud or willful misconduct, or, in the case of a criminal matter, acted with the knowledge that such Indemnitee's conduct was unlawful. Any indemnity under this Section 6.3 shall be provided out of and to the extent of the Assets only (including the proceeds of any insurance policy), and no Member shall have any personal liability on account thereof. Any amendment, modification or repeal of this Section 6.3 or any provision in this Section 6.3 shall be prospective only and shall not in any way affect the rights of any Indemnitee under this Section 6.3 as in effect immediately prior to such amendment, modification or repeal with respect to actions occurring or Proceedings arising prior to such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 6 could involve indemnification for negligence or under theories of strict liability.

Section 6.4 Expenses. To the fullest extent permitted by applicable Law, reasonable and documented out-of-pocket expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any Proceeding shall, from time to time, be paid or reimbursed by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an executed written affirmation by such Indemnitee of such Indemnitee's good faith belief that such Indemnitee has met the requirements necessary for indemnification under this Article 6 and a written undertaking by or on behalf of the Indemnitee, reasonably satisfactory to the Company, to repay all such amounts if it shall be determined that the Indemnitee is not entitled to be indemnified under Section 6.3.

Section 6.5 Primary Obligation. The Company hereby acknowledges that the Indemnitees may have certain rights to indemnification, advancement of expenses or insurance provided by a Member and certain of their Affiliates (collectively, the "Member Indemnitors"). The Company hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to the Indemnitees under Section 6.3 and Section 6.4 are primary and any obligation of the Member Indemnitors to pay or reimburse expenses or to provide indemnification for the same Liabilities incurred by the Indemnitees are secondary), (b) that it shall be liable for the full amounts, to the extent legally permitted, as required by the terms of Section 6.3 and Section 6.4 (or any other written agreement between the Company and the Indemnitee), without regard to any rights the Indemnitee may have against the Member Indemnitors and (c) that the Company irrevocably waives, relinquishes and releases the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no payment or reimbursement by the Member Indemnitors on behalf of an Indemnitee with respect to any claim for which the Indemnitee has sought indemnification from the Company pursuant to Section 6.3 and Section 6.4 shall affect the

foregoing and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Indemnitee against the Company. The Company agrees that the Member Indemnitors who are not Members are express third party beneficiaries of the terms of this Section 6.5.

Section 6.6 D&O Insurance. The Company shall purchase and maintain director and officer liability insurance (“D&O Insurance Policy”) in the amount approved by the Board on behalf of any person who is or was a Board member or Officer, or any director, officer or manager of any Subsidiary of the Company, against any liability asserted against such person or incurred by such person in any capacity identified in Section 6.3 or arising out of such person’s status as an Indemnitee, whether or not the Company would have the power to indemnify such person against that liability under Section 6.3.

Section 6.7 Savings Clause. If this Article 6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless any Indemnitee to the fullest extent permitted by any applicable portion of this Article 6 that shall not have been invalidated and to the fullest extent permitted by Law.

ARTICLE 7

CERTIFICATION OF INTERESTS; BOOKS AND RECORDS; ACCOUNTS

Section 7.1 Certification of Interests; Article 8 Opt-in.

(a) The Equity Interests in the Company will be evidenced by certificates in the form of Exhibit C hereto. The Company will maintain books for the purpose of registering the Equity Interests. In connection with a Transfer in accordance with this Agreement of any Equity Interests in the Company, the certificate(s) evidencing the Equity Interests will be delivered to the Company for cancellation, and the Company will thereupon issue a new certificate to the transferee evidencing the Equity Interests that were Transferred and, if applicable, the Company will issue a new certificate to the transferor evidencing any Interests registered in the name of the transferor that were not Transferred.

(b) The Company hereby irrevocably elects that all Equity Interests in the Company will be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. Each certificate evidencing Equity Interests in the Company will bear the following legend (with the name of the Company thereon updated as necessary upon the effectiveness of the Certificate of Formation): “This certificate evidences an interest in Gameday Interactive, LLC and will be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable Law, Article 8 of the Uniform Commercial Code of each other applicable jurisdiction.” This provision will not be amended, and any purported amendment to this provision will not take effect, until all outstanding certificates have been surrendered for cancellation.

Section 7.2 Books and Records. The Company shall keep (or cause to be kept), in each case, true and complete books of account for the Company and any other books of account that are required to be maintained by applicable Laws, which obligation the Company may assign. Such books shall reflect all Company transactions in accordance with GAAP or in accordance with any

applicable Law if the Law requires a particular set of books of account to reflect a different methodology.

Section 7.3 Availability of Books and Records; Inspection. All of the books of account referred to in Section 7.1(a), together with an executed copy of this Agreement and the Certificate, and any amendments hereto or thereto (and all such other books and records as may be required by the Delaware Act), shall at all times be maintained at the principal office of the Company. Such books and records, and any other books and records maintained by the Company, upon reasonable notice to the Board, shall be open to the inspection and examination by the Members or their representatives during normal business hours at the principal office (or other applicable office) of the Company. The Company shall permit each Member, at such Member's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Member; provided, however, that the Company shall not be obligated pursuant to this Section 7.3 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

Section 7.4 Financial Statements and Reports. The Company shall prepare, or cause to be prepared, and shall submit to the Members certain statements, reports and notices, as follows, as well as such other statements, reports and notices as determined by the Board:

(a) Annual financial statements of the Company with respect to the Fiscal Year and comparative period, as applicable, consisting of a statement of income, a balance sheet, a statement of cash flows, a statement of members' equity, and notes to financial statements, shall be prepared in accordance with GAAP (the "Annual Financial Statements"). The Company shall endeavor to deliver the Annual Financial Statements to each Member within 60 days after the end of the applicable Fiscal Year, and in any event shall deliver the Annual Financial Statements to each Member no later than March 15th. The Annual Financial Statements shall be audited at the request of either Member. The cost of such audit shall be borne by the Company.

(b) Quarterly unaudited financial information of the Company with respect to the Calendar Quarter, year-to-date periods, and comparative periods, as applicable, consisting of a statement of income and a balance sheet. The quarterly financial information shall be prepared in accordance with GAAP (the "Quarterly Financial Reports"). The Company shall endeavor to deliver such Quarterly Financial Reports to each Member within seven (7) days after the end of the applicable quarter, and in any event shall deliver the Quarterly Financial Reports to each Member no later than thirty (30) days after the end of such quarter.

(c) Monthly unaudited financial information of the Company with respect to the prior Calendar Month and the applicable year-to-date periods consisting of a statement of income and a balance sheet. The monthly financial information shall be prepared in accordance with GAAP (the "Monthly Financial Reports"). The Company shall endeavor to deliver such Monthly Financial Reports to each Member within seven (7) days after the end of the applicable Calendar Month, and in any event shall deliver the Monthly Financial Reports to each Member no later than thirty (30) days after the end of such Calendar Month.

(d) A statement of Net Gaming Revenues with respect to the prior Calendar Month, Calendar Quarter, and/or Fiscal Year. The Company shall endeavor to deliver such statement to each Member within seven (7) days after the end of the applicable Calendar Month or Calendar Quarter, and in any event, shall deliver the statement to each Member no later than thirty (30) days after the end of such Calendar Month or Calendar Quarter. With respect to the statement of Net Gaming Revenues for the Fiscal Year, the Company shall endeavor to deliver such statement to each Member within sixty (60) days after the end of the applicable Fiscal Year, and in any event shall deliver such statement to each Member no later than March 15th.

(e) Such other information as a Member may reasonably request regarding the Company, which shall include, to the extent required by applicable Laws or any listing or exchange requirements, the provision of (i) the information contemplated above on a more accelerated basis (it being understood that the Company shall not be liable for failure to be able to provide such information on an accelerated basis but shall use its commercially reasonable efforts to provide such information within the time periods requested by such Member to comply with applicable Laws or any listing or exchange requirements); provided that the Member shall reimburse the Company for any incremental out-of-pocket costs incurred by the Company in order to provide such information on an accelerated basis, (ii) other information concerning the Company, including its finances and operations as a Member may request from time to time and (iii) access to the Officers for questions regarding the Company's operations and finances.

(f) Upon request of any Member, the Company shall promptly provide to such Member a reconciliation of any of the Company's books, Annual Financial Statements, Monthly Financial Reports and Quarterly Financial Reports in accordance with the International Financial Reporting Standards.

Section 7.5 Accounting Method. For both financial and tax reporting purposes and for purposes of determining Net Profits and Net Losses, subject to Section 7.1(a), the books and records of the Company shall be kept utilizing the accrual method of accounting in accordance with the terms of this Agreement, shall reflect all Company transactions and shall be appropriate and adequate for the Business.

Section 7.6 Fiscal Year of the Company. The Company shall adopt the Calendar Year as its Fiscal Year, unless otherwise determined by the Board in accordance with the Code and other applicable law.

ARTICLE 8 TAX MATTERS

Section 8.1 Tax Treatment of the Company. It is the intent of the Members that the Company be treated as a partnership for U.S. federal and applicable state and local income tax purposes. Neither the Company nor any Member shall make an election to exclude the Company from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state Law or to classify the Company as an association pursuant to Treasury Regulation Section 301.7701-3 or as other than a partnership for U.S. federal or applicable state or local income tax purposes.

Section 8.2 Partnership Representative.

(a) The “partnership representative” of the Company within the meaning of the Code, the Treasury regulations promulgated thereunder and other applicable law (including similar provisions of state, local and other tax law) (the “Partnership Representative”) shall be a Person designated from time to time by the Board. In the event that the Company becomes liable for any taxes, interest or penalties under Section 6225 of the Code, following a final determination of such liability by the relevant governmental authority, each Person that was a Member of the Company for the taxable year to which such liability relates shall indemnify and hold harmless the Company for such Person’s allocable share of the amount of such tax liability, including any interest and penalties associated therewith, as reasonably determined by the Partnership Representative. The Partnership Representative shall give prompt notice to each Member of any and all material notices it receives from the Internal Revenue Service or any other taxing authority concerning the Company. The Company shall reimburse the Partnership Representative for any reasonable expenses incurred in connection with its obligations as Partnership Representative.

(b) Notwithstanding anything contained in this Agreement to the contrary and unless otherwise determined by the Board:

(i) Election Out. The Partnership Representative shall make the election “out” under Code Section 6221(b) if such an election is available;

(ii) Push-Out Election. If, in any taxable year in which the Partnership Representative does not elect out as provided in Section 8.2(b)(i) (a “Reviewed Year”), the IRS makes a material adjustment to any Company item of income, gain, loss, deduction or credit (or any Member’s distributive share thereof) that would result in an “imputed underpayment” within the meaning of Section 6225 of the Code (such imputed underpayment, together with any associated interest and penalties, an “Imputed Underpayment”), the Company shall timely and properly make the election under Section 6226 of the Code (or any equivalent provision of U.S. state or local Law) to “push out” any such adjustments to the Members, such that the Company shall not be liable for any Imputed Underpayment resulting from such adjustments.

(iii) Pull-In Procedure. The Company may permit the Members to participate in a “pull-in” procedure under Code section 6225(c)(2). If so permitted, any number of Members may participate, and no Member shall be obligated to participate. Any economic benefit or burden associated with participating in such procedure will inure to the benefit of or be borne by each Member participating in the procedure to the extent attributable to such Member. For the avoidance of doubt, the Company shall not have the right to require any Member to amend a tax return pursuant to Code section 6225(c)(2).

(iv) Responsibility for Payment of Tax; Former Members. If a governmental authority makes a final determination (or the Company agrees to accept a non-final determination by the IRS) that adjusts the income, gain, loss, deduction, or credit of the Company (or any Member’s distributive share thereof) and to the extent the “push out” election pursuant to Section 8.2(b)(ii) is not available or made, the Members (or former Members, as applicable) shall bear the economic benefits and burdens of the adjustment (including any interest and penalties) in the same manner (to the maximum extent possible) in which the economic benefits and burdens of the adjustment would have been borne had the Company elected “out” under Code section

6221(b) for the Reviewed Year. In determining the manner in which any Member bears the economic benefits and burdens of an adjustment, the Company shall use its reasonable efforts to modify the financial burden of any Company adjustment to each Member and former Member holding Equity Interests during the Reviewed Year, by taking into account the Member's actions and status (including those described in Code section 6225(c)). The Company shall divide any adjustment and/or Imputed Underpayment into such categories and shall determine the amounts in each category attributable to each Member (or former Member) in the manner the Company determines best gives effect to the principles of this Section 8.2(b)(iv) (the amount of an Imputed Underpayment in any category attributable to a Member, the Member's "BBA Share").

(c) Payment of BBA Share. The Board may (1) require a Member or former Member who is liable under Section 8.2(b)(iv) to pay its BBA Share to the Company within 10 days after the date on which the Company notifies the Member or former Member (and in the manner required by the notice) and/or (2) reduce the Member's Capital Account or future distributions to the Member, such that the cumulative amount under clauses (1) and (2) equals the Member's BBA Share (plus the amount of any interest determined pursuant to the next sentence). Any amounts under clause (1) that are not paid within the time set forth in clause (1), and any amounts under clause (2), shall be increased to reflect interest calculated at a rate equal to 3% per annum, compounded as of the last day of each year (but not in excess of the highest rate per annum permitted by law). The Company may make appropriate adjustments to a Member's Capital Account and may treat any payment described in clause (1) in any manner reasonably determined by the Board, including as a Capital Contribution or distribution. Without duplication of amounts otherwise paid or reimbursed by it, each Member shall, at the Company's request, indemnify and hold harmless the Company for any liabilities of the Company for such Member's BBA Share.

(d) No Independent Action. Except as required by Law or previously authorized in writing by the Board, each Member further agrees that such Member shall not (i) independently act with respect to tax audits or tax litigation of the Company's taxes or tax returns, or (ii) treat any Company item inconsistently on such Member's income tax return with the treatment of the item on the Company's tax return and/or the Schedule K-1 (or other written information statement) provided to such Member without notifying the Company.

Section 8.3 Tax Returns, Tax Statements and Elections.

(a) The Officers, subject to approval by the Board, shall cause to be prepared, at the expense of the Company, for each Fiscal Year (or part thereof), all tax returns required to be filed by or with respect to the Company; provided, that in the case of any such tax return that is an income tax return or is otherwise a material tax return, the Company shall deliver a draft copy thereof to each of the Members reasonably in advance of filing for each of the Members' review, comment and approval. Upon request by an Officer, each Member and the Company shall furnish to the Officers all pertinent information in its possession that is reasonably necessary to enable the tax returns of the Company to be timely prepared and filed. Further, an Officer, on behalf of the Company, may request all pertinent information in the possession of a third party that is necessary to enable the tax returns of the Company to be timely prepared and filed.

(b) The Company, at its expense, shall cause to be delivered to each Member: (i) on or prior to each of March 31, June 1, September 1 and December 1 of each Fiscal Year, estimates of each Member's share of Net Profits, Net Losses to such Member for the quarterly

taxable period in which such dates occur, with an updated estimate to be delivered by January 15 of the following Fiscal Year and (ii) by June 30 following the end of a Fiscal Year, a final Schedule K-1 for the previous Fiscal Year, along with such other tax information as shall be reasonably requested in writing by the Members and reasonably necessary for the preparation by the Members of their federal, state and local income tax returns and other tax reporting information.

(c) If requested in writing by any Member, the Company shall make an election in accordance with Section 754 of the Code (if such election is not otherwise already in effect with respect to the Company).

ARTICLE 9 TRANSFERS OF EQUITY INTERESTS; ADMISSION OF NEW MEMBERS

Section 9.1 Transfer of Equity Interests.

(a) Any Member may Transfer all or part of such Member's Equity Interests only in accordance with applicable Law and the provisions of this Agreement, including this Article 9, and in each case subject to the receipt of any Gaming Approvals required to be obtained prior to such Transfer. Any attempted Transfer of Equity Interests other than in compliance with this Agreement shall be null and void *ab initio* and of no force or effect, and the Company shall not recognize any such Transfer. Without limiting the foregoing, any Member who Transfers any Equity Interests (the "Transferring Member") other than in compliance herewith shall be liable to, and shall indemnify and hold harmless, the Company and the other Members for all Liabilities resulting therefrom; provided that, for purposes of the transfer restrictions set forth in this Article 9, each of the GVC Members and MGM Members, respectively, will be treated as a single Member. Except as expressly permitted by this Article 9, no Member may Transfer all or part of such Member's Equity Interests without the prior written consent of the Board. For the avoidance of doubt, all Transfers (including Permitted Transfers) shall comply with Section 9.1(b) through Section 9.1(g).

(b) Any costs incurred by the Company in connection with any Transfer by a Member of all or a part of its Equity Interests shall be borne by such transferring Member. Any transfer or similar taxes arising as a result of the Transfer of a Member's Equity Interests shall be paid by the transferring Member.

(c) Any distribution or payment made by the Company to the Transferring Member prior to such time as the transferee was admitted as a Member pursuant to the provisions of this Agreement with respect to the Transferred Equity Interests shall constitute a release of the Company, the Board Members authorizing such distribution and the Members of all liability to such assignee or new Member who may be interested in such distribution or payment by reason of such Transfer.

(d) Except as otherwise consented to in writing by the Board, no Transfer of Equity Interests in the Company shall be permitted if such Transfer would cause the Company to be treated as an association or "publicly traded partnership" (within the meaning of Section 7704 of the Code) taxable as a corporation or otherwise not taxable as a partnership for U.S. federal income tax purposes.

(e) No Transfer of Equity Interests in the Company shall be permitted if such Transfer would result in a default, event of default or change of Control under any of the Company Group's material debt agreements, indentures or other agreements or instruments evidencing material indebtedness of the Company Group, unless and until the Transferring Member (i) obtains, at its sole cost and expense, a consent to such Transfer from the lenders under such agreement or instrument, in accordance with the terms thereof, or (ii) agrees in writing, in form and substance reasonably acceptable to the other Members, to indemnify the Company and the other Members for any losses incurred by the Company or such Members in connection with the prepayment of such indebtedness, including any premiums, penalties and other fees incurred in connection with such prepayment (but excluding, for the avoidance of doubt, the principal or accrued interest thereof, or the costs of replacing such indebtedness).

(f) No Transfer of Equity Interests in the Company shall be permitted if such Transfer would result in the Company's assets being considered "plan assets" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or constitute a prohibited transaction under ERISA or the Code.

(g) No Transfer of Equity Interests in the Company shall be permitted if such Transfer would cause the Company to be Controlled by or under common Control with an "investment company" for purposes of the Investment Company Act of 1940, as amended.

(h) At any time prior to any Initial Public Offering, subject to the other provisions applicable to Transfers set forth in this Agreement, a Member may Transfer all or any portion of the Equity Interests it owns (for the avoidance of doubt, including, in the case of a Blocker Corporation, by transferring the equity interests in such Blocker Corporation), in each case, to any Permitted Transferee without the consent of the Board nor any other Member.

(i) At any time on or after the tenth anniversary of the date hereof, subject to the other provisions applicable to Transfers set forth in this Agreement, [REDACTED] a Member may Transfer all (and not less than all) of the Equity Interests it owns (for the avoidance of doubt, including, in the case of a Blocker Corporation, by transferring the equity interests in such Blocker Corporation) to any Person (other than a Disqualified Person) without the consent of the Board nor any other Member.

(j) This Section 9.1 shall terminate upon the occurrence of an Initial Public Offering.

Section 9.2 Buy-Sell.

(a) Upon (i) the occurrence of any Change in Equity Ownership that results in any Disqualified Person owning, directly or indirectly, any Equity Interests, the Member Group that is not Affiliated with the Person that has undergone a Change in Equity Ownership, (ii) an Adverse Gaming Consequence, the Affected Member, and (iii) a Trigger Event, any Member, shall be entitled to exercise the buy-sell rights set forth in this Section 9.2 by delivering a written notice thereof (a "Buy-Sell Offer") to the other Member Group.

(b) Each Buy-Sell Offer shall set forth in writing (i) a description of the circumstances that triggered the buy-sell right, (ii) an irrevocable offer by the Member Group

delivering such Buy-Sell Offer (the “Initiating Member”) to purchase all (and not less than all) of the Equity Interests owned by the other Member Group (the “Responding Member”), (iii) an irrevocable offer by the Initiating Member to sell all (and not less than all) of its Equity Interests to the Responding Member, and (iv) a price in cash on a per Equity Interest basis (the “Buy-Sell Price”).

(c) Within thirty (30) days after the Buy-Sell Offer is received (the “Buy-Sell Election Date”), the Responding Member shall deliver a written notice (the “Buy-Sell Election”) to the Initiating Member stating whether such Responding Member elects to (i) sell all (and not less than all) of the Equity Interests owned by such Responding Member to the Initiating Member at the Buy-Sell Price per Equity Interest, or (B) buy all (and not less than all) of the Equity Interests owned by the Initiating Member at the Buy-Sell Price per Equity Interest. The failure of such Responding Member to deliver the Buy-Sell Election by the Buy-Sell Election Date shall be deemed to be an election by such Responding Member to sell all of its Equity Interests to the Initiating Member at the Buy-Sell Price per Equity Interest.

(d) The closing of any purchase and sale of Equity Interests pursuant to this Section 9.2 shall take place on the latest to occur of (i) the date that is thirty (30) days after the Buy-Sell Election is delivered or deemed to have been delivered and (ii) the date on which all regulatory approvals required to consummate such purchase and sale are obtained (and each of the Initiating Member and the Responding Member shall, and shall cause their respective Affiliates and the Company to, use reasonable best efforts to obtain such approvals as promptly as practicable), or such other date mutually agreed upon by the Initiating Member and the Responding Members. The aggregate purchase price for any such purchase or sale shall equal the Buy-Sell Price per Equity Interests multiplied by the Equity Interests being purchased or sold. The aggregate purchase price shall be paid in cash at such closing by wire transfer of immediately available funds to an account designated in writing by the selling Member Group. At such closing, (i) the selling Member Group shall deliver to the buying Member Group good and marketable title to the selling Member Group’s Equity Interests, free and clear of all liens and encumbrances, other than (x) as may be created by this Agreement, (y) for any restrictions on sales of securities under the Securities Act or other applicable securities Laws, and (z) as the selling Member Group and the buying Member Group may agree, and (ii) the Ancillary Agreements shall be amended (A) to have a term that expires on the second anniversary of such closing (or sooner, solely to the extent required by a Gaming Regulatory Authority), and (B) to terminate the exclusivity obligations of (I) the licensor under each of [REDACTED] in the States in which the Company is not then engaged in the Business, and (II) the provider under each of [REDACTED], as applicable, thereunder. Each Member Group agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the closing of such purchase and sale of Equity Interests and the foregoing amendments to the Ancillary Agreements.

(e) This Section 9.2 shall terminate upon the occurrence of an Initial Public Offering.

Section 9.3 Pledged Interests. No member shall be permitted to Encumber, directly or indirectly, all or any portion of its Equity Interests, except in connection with (a) a good faith financing pursuant to which it does not anticipate, and will not intentionally induce, any

foreclosure, or (b) any credit or other debt agreements, indentures or other financing documents solely or primarily intended to provide financing to the Company Group.

Section 9.4 Admission of Persons as New Members. Any Transfer of Equity Interests that complies with this Article 9 shall be effective to assign the right to become a Member, and, without the need for any action or consent of any other Person, a transferee of such Equity Interests shall automatically be admitted as a Member once the Company has received an assumption agreement in customary form reasonably acceptable to the Company executed by both the Transferring Member (or if the Transfer is due to operation of law, its representative) and the transferee, which agreement shall include, among other things, [REDACTED] and an agreement to be bound by all of the provisions of this Agreement applicable to a Member. Each Transfer and, if applicable, admission, complying with the provisions of this Article 9 is effective against the Company as of the first Business Day of the Calendar Month immediately succeeding the month in which (x) the Company receives the document required by this Section 9.4 reflecting such Transfer and (y) the other requirements of this Article 9 have been met.

Section 9.5 Preemptive Rights.

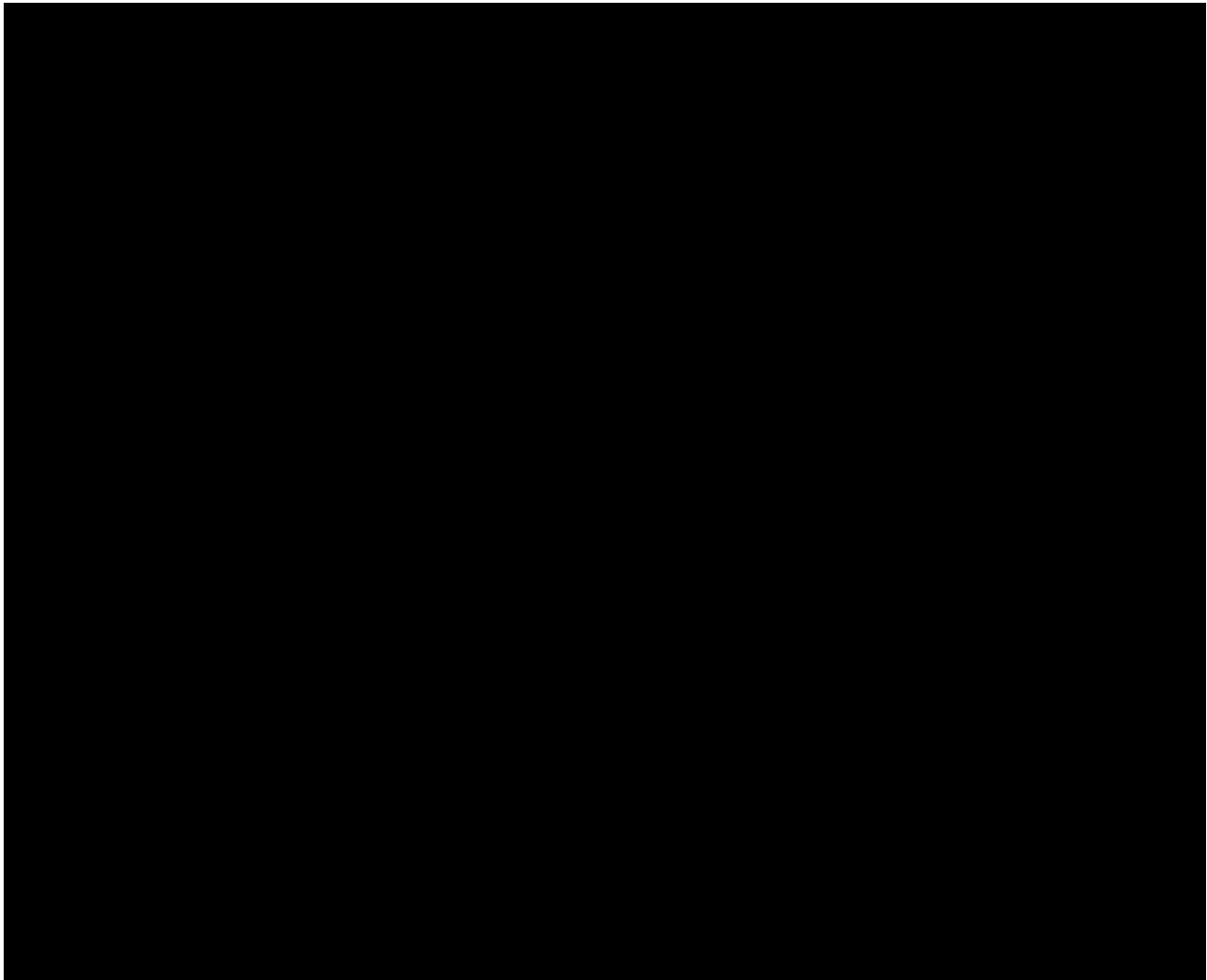
(a) The Company hereby grants to each Member the right to purchase, in accordance with the procedures set forth in this Section 9.5, such Member's Proportionate Share of any New Securities that the Company (or any of its Subsidiaries, as the case may be) may, from time to time, propose to sell and issue (hereinafter referred to as the "Preemptive Right"). As used herein, "New Securities" shall mean Equity Interests or other Securities of the Company (or any of its Subsidiaries, as the case may be); provided that the term "New Securities" shall not include the issuance of Equity Interests or other Securities (i) pursuant to the exchange, conversion, or exercise terms of other equity or debt Securities, (ii) to employees, directors or consultants or other service providers for compensation for services pursuant to a Board-approved compensation plan or a Board-approved agreement, (iii) in connection with any merger, consolidation, acquisition, or any similar transaction or any proportional stock split, reorganization or recapitalization in each case when where Securities are issued for or in respect of previously outstanding Equity Interests or other Securities, (iv) as consideration to a selling Person or Persons in connection with the acquisition of another Person by the Company or any of its Subsidiaries (including issuances to management of such Person in connection therewith), (v) in connection with strategic alliances, joint ventures or other extraordinary transactions approved by the Board, (vi) in any public offering, including an Initial Public Offering, (vii) by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, (viii) to lenders and other third parties in connection with debt financing transactions approved by the Board, or (ix) issued pursuant to Section 3.2(g).

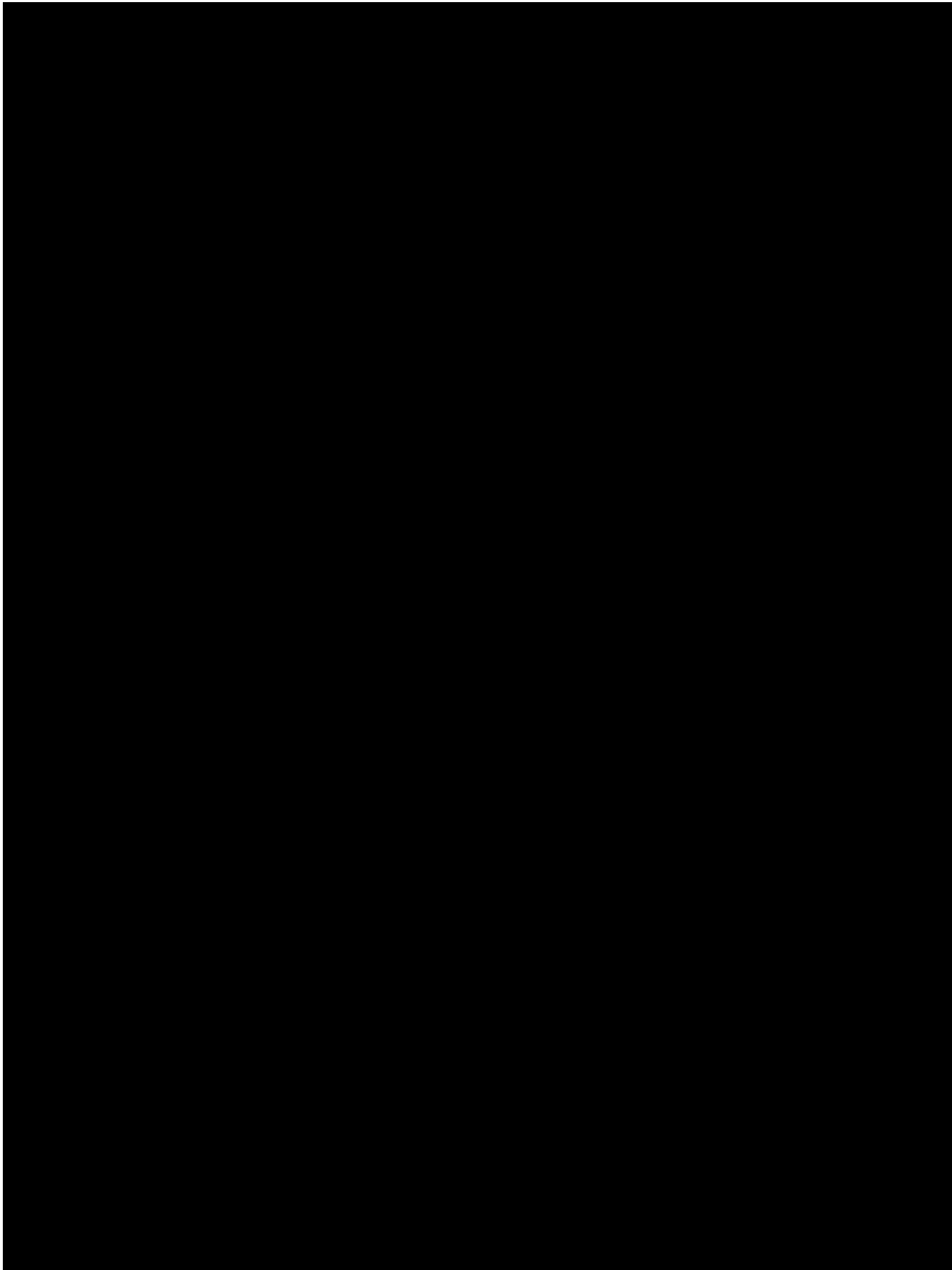
(b) In the event that the Company proposes to issue and sell New Securities, the Company shall notify each Member in writing with respect to the proposed New Securities to be issued (the "New Securities Notice"). Each New Securities Notice shall set forth (i) the number of New Securities proposed to be issued by the Company and their purchase price, (ii) the amount of such Member's Proportionate Share of such New Securities and (iii) any other material terms and conditions of such proposed issuance, including, if known, the expected date of consummation of the purchase and sale of the New Securities.

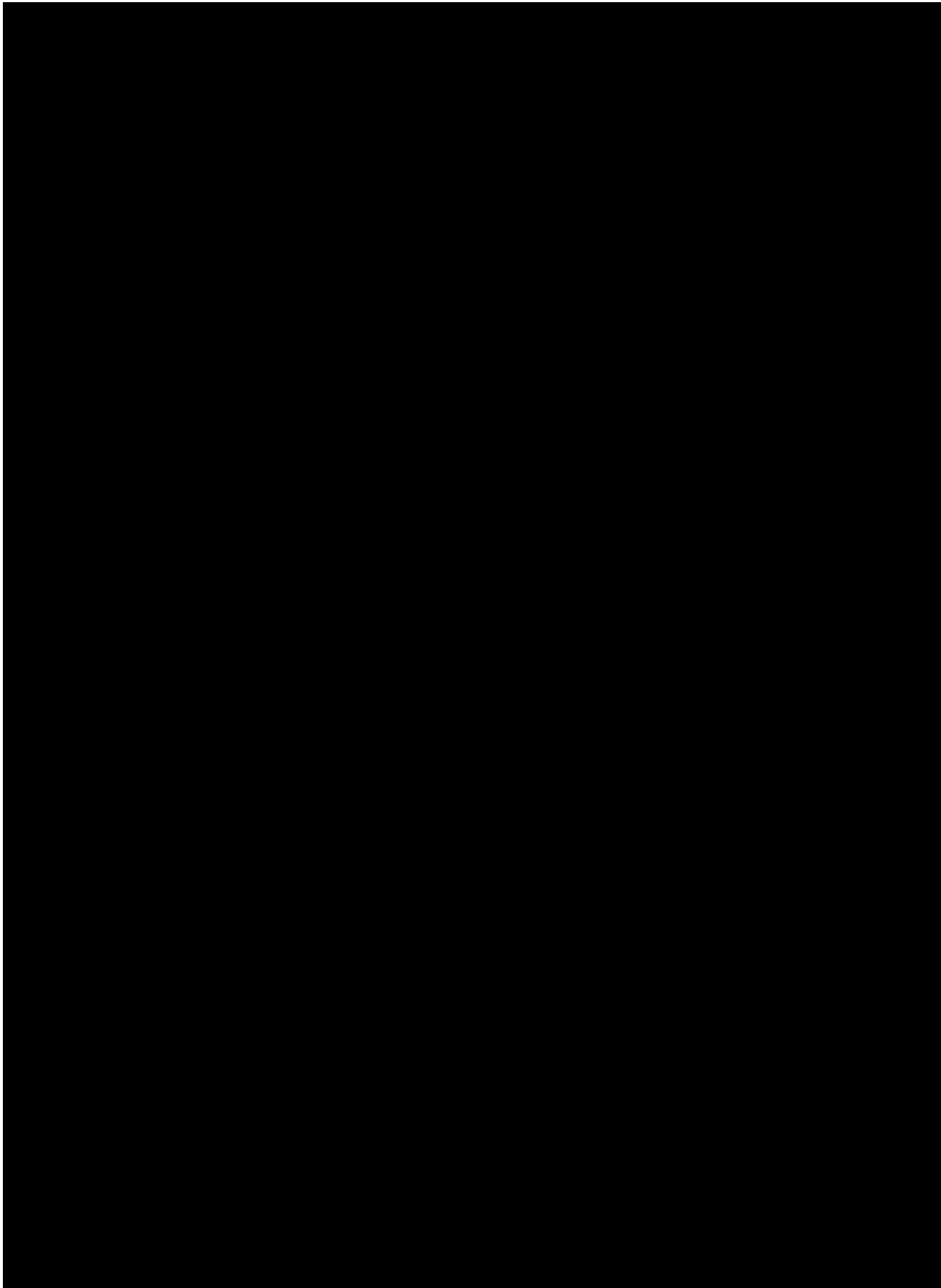
(c) Each Member shall be entitled to exercise its right to purchase such New Securities by delivering an irrevocable written notice to the Company within fourteen (14) days from the date of receipt of any such New Securities Notice specifying the number of New Securities to be subscribed, which in any event can be no greater than the total of such Member's Proportionate Share of such New Securities, at the price and on the terms and conditions specified in the New Securities Notice; provided, however, a Member shall not be obligated to fund its purchase of its share of the New Securities any earlier than ten (10) days following the delivery of its irrevocable written notice to the Company.

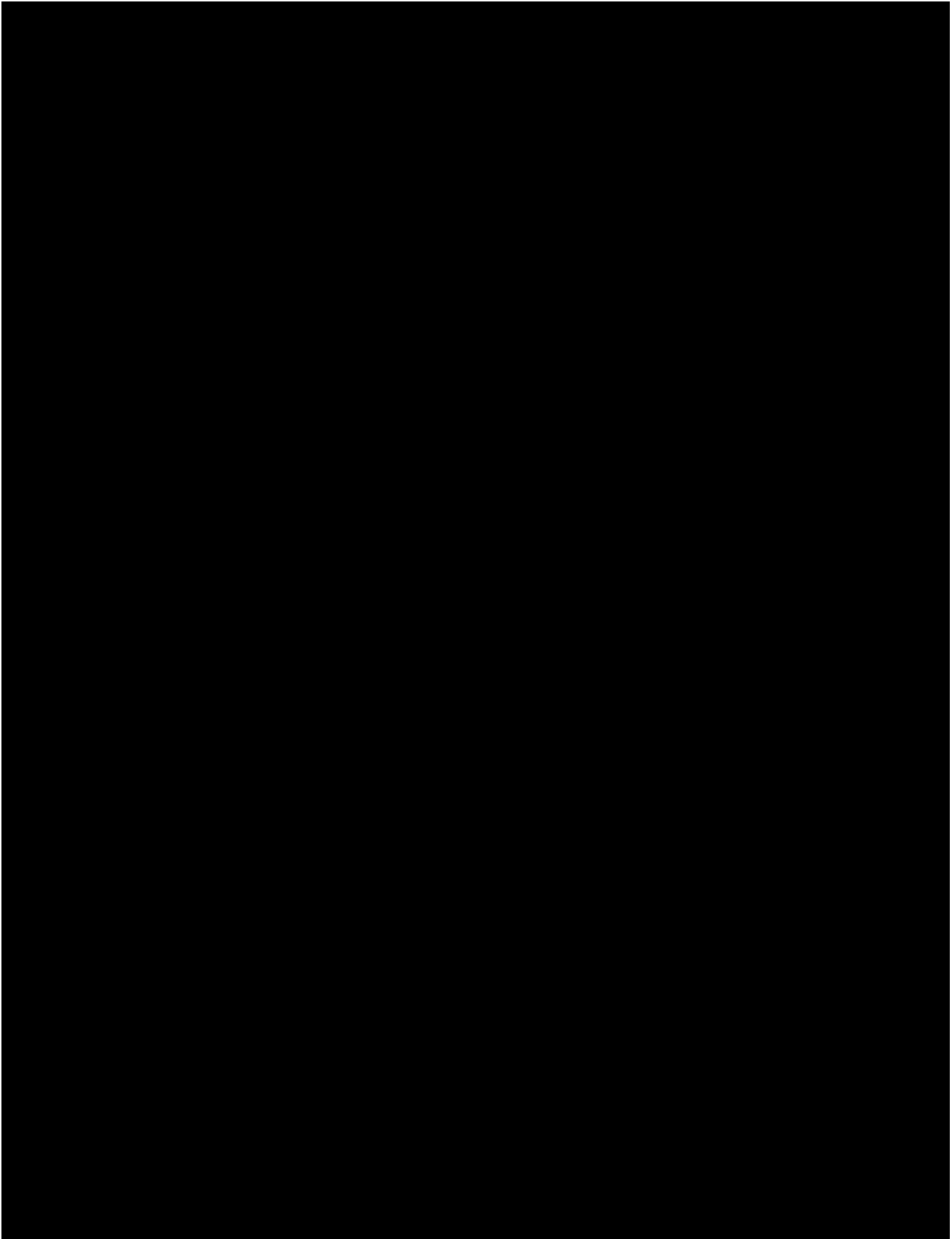
(d) If the Members do not elect within the applicable notice periods described above to exercise their Preemptive Rights with respect to any of the New Securities proposed to be sold by the Company, the Company shall have one-hundred-eighty (180) days after expiration of all such notice periods, or such later date after all necessary regulatory approvals have been obtained, to sell or to enter into an agreement to sell such portion of unpurchased New Securities proposed to be sold by the Company, at a price and on terms no more favorable in any material respect to the purchaser than those offered to the Members.

(e) This Section 9.5 shall terminate upon an Initial Public Offering.









Section 9.8 IPO.

(a) Authority. In the event that the Company determines to consummate an Initial Public Offering, the Board shall have the power and authority, without any vote or consent of the Members, to incorporate the Company, or take such other actions as it may deem advisable, including (i) creating one or more subsidiaries of the newly incorporated corporation (or other form of entity selected by the Board) and transferring to such subsidiaries any or all of the assets of the Company (including by merger) or (ii) causing the Members to exchange their Equity Interests for common shares of the newly-formed corporation (or other equity interests, as applicable, in such other form of entity as may be selected by the Board) with equivalent value ("Conversion Shares"). Prior to consummating any such transaction, the Board shall approve the proposed forms of a certificate of incorporation, by-laws, stockholders' agreement and/or any other applicable governing documents proposed to be established for such corporation (or other entity) and its subsidiaries, if any. For the avoidance of doubt, the Board may, in its sole discretion in connection with any Initial Public Offering, impose such customary lock-up and resale restrictions or other customary conditions on any Conversion Shares in connection with the Initial Public Offering as the Board may deem appropriate.

(b) Delivery. As promptly as practicable after the determination of the number of Conversion Shares each holder shall receive under Section 9.8(a) above, each holder of Equity Interests shall deliver to the Company the certificate or certificates, if any, representing the Equity Interests to be converted into Conversion Shares, duly endorsed or assigned in blank or to the Company (if required by it) and stating the name or names (with address) in which the certificate or certificates for the Conversion Shares, if any, are to be issued. Upon receipt of any such certificates representing the Equity Interests, the Company shall issue and deliver to each holder entitled to Conversion Shares, to the place and in the name designated by such holder, a certificate or certificates, if any, for the number of Conversion Shares to which such Member is entitled (including any fractional shares). The Person in whose name the certificate or certificates of the Conversion Shares may be issued shall be deemed to have become a holder of record on the date of such conversion unless the transfer books of the Company are closed on that date, in which event such Person shall be deemed to have become a holder of record on the next succeeding date on which the transfer books are open.

(c) Registration Rights. Following an Initial Public Offering, Members shall have the rights as described in Exhibit D attached hereto. The Company shall bear the registration expenses of all demand and piggyback registrations and shall reimburse the holders of registrable securities included in each registration (including registrations pursuant to an Initial Public Offering) for the reasonable fees of and disbursements to counsel.

(d) Approvals; Stockholders' Agreement. The Members agree to take all necessary and desirable actions, and to vote their Equity Interests (or Conversion Shares, as applicable), as requested by the Board in connection with the consummation of those actions contemplated by this Section 9.8. In connection with the conversion of the Company into a corporation, such actions by the Members shall include entering into a stockholders' agreement containing provisions similar to the provisions in this Agreement, except that the stockholders' agreement will include such customary lock-up and resale restrictions or other customary conditions in connection therewith as the Board may deem appropriate.

[REDACTED]

[REDACTED]

ARTICLE 10
DISSOLUTION; WINDING UP AND TERMINATION

Section 10.1 Causes of Dissolution, Winding Up and Termination.

(a) The Company shall be dissolved only upon the occurrence of one or more of the following events:

(i) a dissolution of the Company is approved by the Board pursuant to Section 5.1(c)(xvi);

(ii) the sale or other final disposition by the Company of all or substantially all of the Assets and the collection of all amounts derived from such sale or disposition (including all amounts payable to the Company under any promissory notes or other evidences of indebtedness);

(iii) the entry of a decree of judicial dissolution under the Delaware Act;
or

(iv) any other event which must cause the dissolution under the Delaware Act.

(b) For the avoidance of doubt, the Bankruptcy or dissolution of any Member or Affiliate of any Member or the occurrence of any other event that terminates the continued membership of any Member shall not cause the Company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the Company shall be continued without dissolution.

Section 10.2 Notice of Dissolution. Upon the dissolution of the Company, the Board shall promptly notify the Members of such dissolution.

Section 10.3 Liquidation. Upon dissolution of the Company, the Board (in such capacity, the "Liquidating Trustee") shall carry out the winding up of the Company and shall immediately commence to wind up such affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the Assets (to the extent not distributed pursuant to Section 10.6) and the satisfaction of Liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation; provided, further, that, prior to the effective date of such liquidation (except for a dissolution pursuant to Section 10.1(a)(ii)), subject to applicable Laws and the Company's privacy policy, each Member shall be entitled to a copy created at its own expense, but otherwise for no consideration, of any customer database maintained by the Company, in such format as reasonably requested by such Member. The proceeds of liquidation shall be applied first to payment of all expenses and debts of the Company and setting up of such reserves as the Board reasonably deems necessary to wind up the Company's affairs and to provide for any contingent Liabilities or obligations of the Company. Any remaining proceeds shall be

distributed to the Members (with such equitable adjustments as are necessary following any distributions pursuant to Section 10.6(a)) in accordance with Section 4.5(a).

Section 10.4 Termination. The Company shall terminate when all of the Assets, after payment of or due provision for all debts, Liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 10 and the Certificate shall have been canceled, or such other documents required under the Delaware Act to be executed and filed with the Secretary of State of the State of Delaware have been so executed and filed, in the manner required by the Delaware Act.

Section 10.5 No Obligation to Restore Capital Accounts. In the event any Member has a deficit balance in any of its Capital Accounts at the time of the Company's dissolution and following the application of Section 10.3, it shall not be required to restore such account to a positive balance or otherwise make any payments to the Company or its creditors or other third parties in respect of such deficiency.

Section 10.6 Distributions in Kind. If any Assets are to be distributed in kind, (a) such Assets as were contributed or otherwise licensed or made available to the Company by a Member shall be distributed to that Member, and (b) all other Assets shall be distributed to the Members as tenants-in-common in the same proportions as such Member(s) would have been entitled to cash distributions (with such equitable adjustments as are necessary following any distributions pursuant to the foregoing clause (a)) if: (a) such Assets had been sold for cash by the Company at the fair market value of such Assets (taking the Gross Asset Value definition herein and Code Section 7701(g) into account) on the date of distribution; (b) any unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Capital Accounts previously) that would be realized by the Company from such sale were allocated among the Members as Net Profits or Net Losses in accordance with Article 4 and Section 10.3; and (c) the cash proceeds were distributed to such Member(s) in accordance with Section 10.3.

ARTICLE 11 GOVERNING LAW; DISPUTE RESOLUTION

Section 11.1 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO, OR OTHERWISE APPLY, THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION *IN PERSONAM* BY THE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE FOR ANY DISPUTE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

Section 11.2 Dispute Resolution.

(a) [REDACTED] the procedures specified in this Section 11.2 shall be the sole and exclusive procedures for the resolution of Disputes between Members arising out

of or relating to this Agreement. Notwithstanding anything to the contrary herein, each of the GVC Members and the MGM Members shall be treated as a single Member, respectively, for purposes of any Dispute resolution procedure pursuant to this Section 11.2. The Members shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation directly between one Parent Executive of each disputing Member. Any Member may give the other Members written notice of any Dispute (“Notice of Dispute”). Within twenty (20) days after delivery of the Notice of Dispute, the receiving Members shall submit a written response to the initiating Member. The notice and the response shall include (a) a statement of each Member’s position and a summary of arguments supporting that position, and (b) the name and title of the Parent Executive who will represent such Member and of any other person who will accompany such Parent Executive. Within ten (10) days after delivery of the written response, the representatives of the Members shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) If the Dispute has not been resolved within ten (10) days of the meeting of the Parent Executives, or if the Parent Executives fail to meet within thirty (30) days of the Notice of Dispute, and the Members do not otherwise agree to extend the time for negotiation, such Dispute shall be resolved through binding arbitration as hereinafter provided in New York City, New York.

(c) If arbitration is necessary to resolve a Dispute among the Members, a sole independent and impartial arbitrator (“Arbitrator”), which Arbitrator shall be appointed by mutual agreement of the Members that are involved in or parties to the dispute or, if they fail to do so within 30 days after delivery of the Arbitration Dispute Notice (as defined below), the Members that are involved in or parties to the dispute (collectively, as the case may be, based on the respective sides of the dispute) shall designate one individual person otherwise recommended by them as a potential independent and impartial arbitrator, and such two designated individual persons shall mutually agree on the appointment (which agreement on appointment shall be binding on the Members) of an arbitrator to conduct an arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the “Commercial Rules”) and with the following provisions. The Arbitrator shall conduct the arbitration in accordance with the Commercial Rules and with the following provisions:

(i) In the event of any conflict between the Commercial Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail and be controlling.

(ii) One of the disputing Members shall commence the arbitration process by giving written notice (the “Arbitration Dispute Notice”) to the Company and the other Members party to the dispute requesting the appointment of an Arbitrator as described in this Section 11.2(c).

(iii) In the absence of agreement by the parties as to pre-hearing discovery, the Arbitrator shall order such discovery (including document discovery and depositions) as it determines to be consistent with the reasonable needs of the parties taking in to account the expedited nature of arbitration; provided however, that in any event the Arbitrator shall (A) permit the parties on each side of the dispute no more than a total of two depositions (including

any deposition of experts), which depositions may not exceed four hours each, one set of ten interrogatories (inclusive of sub-parts), and one set of five document requests (inclusive of sub-parts) and (B) not permit any requests for admissions.

(iv) Not later than 30 days after the conclusion of the arbitration hearing, the Arbitrator shall prepare and distribute to the parties a writing setting forth the arbitral award and the Arbitrator's reasons for such award. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the disputing Member, the other Members and the Company, and judgment thereon may be entered and enforced in any court of competent jurisdiction, provided that the Arbitrator shall have no power or authority to (A) award damages in excess of, or of a type different than, the amount claimed by disputing Member in such claim, (B) award any of the following types of damages: consequential, punitive, multiple or exemplary damages, or (C) grant injunctive relief, specific performance or other equitable relief, other than granting relief that requires a Member or the Company to take an action that was required to be taken pursuant to the terms of this Agreement.

(v) The Arbitrator shall have no power or authority, under the Commercial Rules or otherwise, to (A) modify or disregard any provision of this Agreement, including the provisions of this Section 11.2(c), or (B) address or resolve any issue not submitted by the disputing Member in accordance with the provisions of this Section 11.2(c).

(vi) In connection with any arbitration proceeding pursuant to this Section 11.2(c), each party (i.e., the disputing Member and the Company) to the arbitration shall bear its own costs and expenses, except that the fees and costs of the Arbitrator, the costs and expenses of obtaining the facility where the arbitration hearing is held, and such other costs and expenses as the Arbitrator may determine to be directly related to the conduct of the arbitration and appropriately borne jointly by the parties (which shall not include any party's attorneys' fees or costs, witness fees (if any), costs of investigation and similar expenses) shall be shared equally by the disputing Members, on the one hand, and the Company, on the other hand. The Arbitrator may, but shall not be required to, award attorney costs to the prevailing party upon its determination that the non-prevailing party did not act (A) in good faith and (B) in the reasonable belief that its actions or inactions were consistent with the terms of this Agreement.

(d) All privileges under state and federal law, including attorney-client, work product, and parry communication privileges, shall be preserved and protected and all dispute resolution proceedings under this Section 11.2 shall be confidential.

(e) Each Member is required to continue to perform its obligations under this Agreement pending final resolution of any Dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

(f) Without limiting the foregoing, any Member shall be permitted to utilize the procedures contemplated by this Section 11.2 in respect of Disputes among the Board regarding the interpretation or application of the terms set forth in this Agreement.

(g) Notwithstanding anything to the in this Section 11.2 or any other provision of this Agreement or any other JV Document to the contrary, in the event of any breach or

threatened breach of this Agreement or any other JV Document by a Member, any Affiliate of a Member party thereto, or the Company (a “Breaching Party”), then in addition to all other rights and remedies that any other Member, any Affiliate of a Member party thereto, or the Company (a “Non-Breaching Party”) may have, whether at law, in equity, under this Agreement or any other JV Document or otherwise, all of which shall be cumulative and not alternative, a Non-Breaching Party shall be entitled to seek injunctive or other equitable relief or remedies to prevent or redress such breach. Each Member acknowledges and agrees, on behalf of itself and each of its Affiliates, that: (i) the right of a Non-Breaching Party to seek and obtain injunctive or other equitable relief or remedies pursuant to this Section 11.2(g) is reasonable and necessary to protect each Member’s investment in the Company; (ii) the covenants and agreements contained in this Agreement and each of the JV Documents relate to matters that are of a special, unique and extraordinary value; and (iii) a breach thereof by a Breaching Party would result in irreparable harm and damages that cannot be adequately compensated by a monetary award. Notwithstanding anything to the contrary in this Section 11.2(g), in no event shall any Non-Breaching Party be permitted to seek or obtain as equitable relief the termination of any JV Document, except as expressly permitted thereby.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Counterparts. This Agreement may be executed in any number of counterparts and delivered by electronic transmission by facsimile or in portable document format, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Member by facsimile or other electronic transmission shall be deemed an original signature hereto.

Section 12.2 Notices. All notices and communications required or permitted to be given hereunder (excluding notices sent to Board Members pursuant to Article 5, which notices shall be governed by Section 5.3(j)) shall be sufficient in all respects if given in writing and delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by facsimile transmission or electronic mail (provided any such facsimile transmission or electronic mail is confirmed either orally or by written confirmation), in each case addressed to the appropriate Member at the address for such Member shown below or at such other address as such Member shall have theretofore designated by written notice delivered to the Member giving such notice:

If to the Company:

to the GVC Group and the MGM Group as set forth below

If to a Member of the GVC Group:

c/o GVC Holdings plc
32 Athol Street
Douglas
Isle of Man
IM1 1JB
Attention: Robert Hoskin
Email: rhoskin@gvcgroup.com

With a copy to:

GVC Holdings (UK) Ltd
3rd Floor, 1 New Change
London, EC4M 9AF
Attention: General Counsel
Email: generalcounsel@gvcgroup.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attention: David Allinson, Esq.
Facsimile: (212) 751-4864
Email: david.allinson@lw.com

If to a Member of the MGM Group:

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Attention: Kevin S. Masuda
Facsimile: 213-229-6862
Email: kmasuda@gibsondunn.com

Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person, or by courier, or transmitted by facsimile transmission or electronic mail during normal business hours or on the next Business Day if delivered after business hours, or upon actual receipt by the addressee after such notice has either been delivered to an overnight

courier or deposited in the United States Mail, as the case may be. The Members may change the address, telephone numbers, facsimile numbers and electronic mail addresses to which such communications are to be addressed by giving written notice to the other Members in the manner provided in this Section 12.2.

Section 12.3 Waivers; Rights Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Member waiving compliance. No course of dealing on the part of any Member, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Member to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Member at a later time to enforce the performance of such provision. No waiver by any Member of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Members under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 12.4 ENTIRE AGREEMENT; CONFLICTS. THIS AGREEMENT, THE EXHIBITS, SCHEDULES AND APPENDICES HERETO AND THE OPERATING AGREEMENTS COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, OF THE MEMBERS PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS AMONG THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EXHIBITS HERETO AND NO PARTY SHALL BE BOUND BY OR LIABLE FOR ANY ALLEGED REPRESENTATION, PROMISE, INDUCEMENT, OR STATEMENTS OF INTENTION NOT SO SET FORTH. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY EXHIBIT, SCHEDULE OR APPENDIX HERETO, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED, HOWEVER, THAT THE INCLUSION IN ANY OF THE EXHIBITS, SCHEDULES OR APPENDICES HERETO OF TERMS AND PROVISIONS NOT ADDRESSED IN THIS AGREEMENT SHALL NOT BE DEEMED A CONFLICT, AND ALL SUCH ADDITIONAL PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT, SUBJECT TO THE PROVISIONS OF THIS SECTION 12.4 (BUT ONLY TO THE EXTENT THE SAME DO NOT CONTRADICT OR CONFLICT WITH THE TERMS OF THIS AGREEMENT).

Section 12.5 Amendment. This Agreement may be amended, supplemented or restated only by an instrument in writing executed by all of the Members.

Section 12.6 Parties in Interest. Except as expressly provided in Section 6.5, nothing in this Agreement, express or implied, shall entitle any Person other than the Members or their respective successors and permitted assigns to any claim, cause of action, remedy or right of any kind.

Section 12.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and permitted assigns.

Section 12.8 Confidentiality.

(a) The Members agree that all information related to the Business shall be considered confidential, shall be kept confidential and shall not be disclosed during the term of this Agreement to any Person that is not a Member, except:

(i) to an Affiliate of a Member; provided that the Member shall be responsible for any breach of this Section 12.8 by such Affiliate;

(ii) to the extent such information is required to be furnished in compliance with applicable Law, regulation or Gaming Approval or pursuant to any legal proceedings or because of any order of any Governmental Authority, Gaming Regulatory Authority or other regulatory body having authority with respect to the Company, the Business, any Member, or any Affiliate of any Member, in which case such Member shall disclose only the minimal portion of the information which is legally required; provided that such Member shall, to the extent permitted by applicable Law, regulation or Gaming Approval, provide the Company notice of such requirement or request so that the Company may, in its sole discretion and at its sole expense, seek a protective order or other remedy, and such Member shall use commercially reasonable efforts to cooperate with the Company in protecting such information; and provided further, that a Member or Affiliate thereof shall be permitted (to the extent permitted by applicable Law and regulations, with reasonable prior notice to, and in consultation with, but, for the avoidance of doubt, without requiring the consent of, the other Member) to provide such information to a Gaming Regulatory Authority as such Member or Affiliate thereof deems necessary to comply with any duty or obligation it may have pursuant to applicable Law, regulation, order of such Gaming Regulatory Authority or Gaming Approval to cooperate with, and provide relevant information to, such Gaming Regulatory Authority.

(iii) to prospective or actual attorneys or accountants engaged by any Member where disclosure of such information is essential to such attorney's or accountant's work for such Member;

(iv) in connection with the exercise of any remedies of such Member provided in this Agreement or any proceeding related to this Agreement or the enforcement of rights of such Member hereunder;

(v) to a *bona fide* prospective transferee of a Member's Equity Interests to the extent appropriate in order to allow the assessment of such Equity Interests (including a Person with whom a Member or its Affiliates are conducting bona fide negotiations directed toward a merger, consolidation or the sale of a majority of its or an Affiliate's Securities); provided that such prospective transferee executes and delivers a confidentiality agreement pursuant to which such prospective transferee agrees to maintain the confidentiality of all information related to the Company's Business;

(vi) to a bank or other financial institution to the extent appropriate to a Member arranging for a financing transaction;

(vii) to the extent such information must be disclosed pursuant to any rules or requirements of any stock exchange having jurisdiction over such Member or its Affiliates or the Securities and Exchange Commission; provided that, if any Party desires to disclose information in an annual or periodic report to its or its Affiliates' shareholders and the public and such disclosure is not required pursuant to any rules or requirements of any stock exchange or the Securities and Exchange Commission, then such Member shall comply with Section 12.9;

(viii) to its respective employees, subject to each Member taking customary precautions to ensure such information is kept confidential; and

(ix) any information which, through no fault of such Member, is or becomes a part of the public domain.

(b) Disclosure as pursuant to Section 12.8(a)(iv), Section 12.8(a)(v) and Section 12.8(a)(vi) shall not be made unless prior to such disclosure the disclosing Member has obtained a written undertaking from the recipient to keep the information strictly confidential for the term of this Agreement and to use the information for the sole purpose described in Section 12.8(a)(iv), Section 12.8(a)(v) or Section 12.8(a)(vi), whichever is applicable, with respect to the disclosing Member and in any event the disclosing Member shall be responsible for any breach of such confidentiality undertakings by such Persons.

Section 12.9 Publicity.

(i) Without the consent of the other Members (not to be unreasonably withheld, conditioned or delayed), no Member will issue, or permit any agent or Affiliate of it to issue, any press releases or otherwise make, or cause any agent or Affiliate of it to make, any public statements with respect to this Agreement or the activities contemplated hereby, except where such release or statement is deemed in good faith by the releasing Member, following consultation with its outside counsel, to be required by applicable Law, regulation (including any rules and regulations of a recognized stock exchange on which Securities of such Member or any of its Affiliates are listed or the Securities and Exchange Commission), Gaming Approval, or pursuant to any legal proceedings or because of any order of any Governmental Authority, Gaming Regulatory Authority or other regulatory body having authority with respect to the Company, the Business, any Member, or any Affiliate of any Member, and in any case, prior to making any such press release or public statement, the releasing Member shall, to the extent permitted by, and feasible in order for such releasing Member to act in compliance with, any such Law, regulation, Gaming Approval, legal proceeding, or order, provide a copy of the press release or public statement to the other Members to afford the other Members a reasonable opportunity to review and comment thereon (which comments the releasing Member shall consider in good faith). Notwithstanding the foregoing, nothing in this Section 12.9 shall be construed to prohibit a Member or Affiliate from, or require the consent of any Person prior to, providing such information to a Gaming Regulatory Authority as such Member or Affiliate thereof deems necessary to comply with any duty or obligation it may have pursuant to applicable Law, regulation, order of such Gaming Regulatory Authority or Gaming Approval to cooperate with, and provide relevant information to, such Gaming Regulatory Authority; provided that, to the extent permissible under applicable Law and regulations, the Member (or Affiliate thereof) seeking to provide such information to such Gaming Regulatory Authority shall provide reasonable notice to, and shall consult with, the other Member prior to making any such disclosure.

(ii) to prospective or actual attorneys or accountants engaged by any Member where disclosure of such information is essential to such attorney's or accountant's work for such Member;

(b) in connection with the exercise of any remedies of such Member provided in this Agreement or any proceeding related to this Agreement or the enforcement of rights of such Member hereunder

(c) Any Member or Affiliate of a Member may disclose public information regarding the Business in investor presentations, industry conference presentations or similar disclosures, in each case, without notice to, or consent of, any other Member or the Board. If a Member wishes to disclose any non-public information regarding the Business in investor presentations, industry conference presentations or similar disclosures, such Member must first (i) provide the other Members with a copy of the presentation or other disclosure document containing such information (or excerpts thereof to the extent necessary to maintain the confidentiality of any other information not pertaining to the Business) and (ii) obtain the prior written consent of the other Members (not to be unreasonably withheld, conditioned or delayed) to such disclosure.

(d) Notwithstanding anything to the contrary in Section 12.8 or Section 12.9, in the event of any emergency endangering property, lives or the environment, the Company may issue such press releases or public announcements as it deems necessary in light of the circumstances and shall promptly provide each Member with a copy of any such press release or announcement.

Section 12.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Member. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Members shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Members as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 12.11 Non-Compensatory Damages. None of the Members shall be entitled to recover from any other Member, or such Member's respective Affiliates, any indirect, consequential, punitive, special or exemplary damages or damages for lost profits of any kind arising under or in connection with this Agreement or the transactions contemplated hereby (except to the extent a Member is held liable for such damages to a third party or to the extent such damages are consequential or indirect damages that are the reasonably foreseeable result of a breach of this Agreement). Subject to the preceding sentence, each Member, on behalf of itself and each of its Affiliates, waives any right to recover indirect, consequential, punitive, special or exemplary damages, including damages for lost profits, arising in connection with or with respect to this Agreement or the transactions contemplated hereby.

Section 12.12 Waiver of Partition of Company Property. Each Member hereby irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to any Assets.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

GVC HOLDINGS (USA) INC.

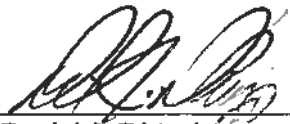
By: 

Name: Robert Hoskin

Title: President and Secretary

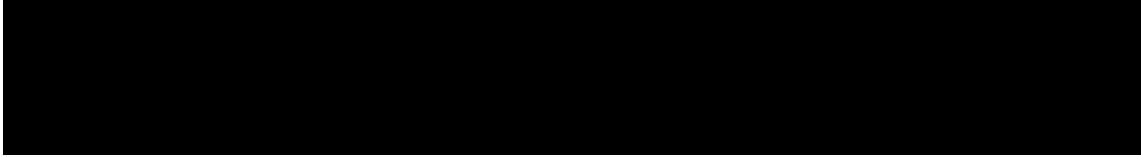
[Signature Page to A&R LLC Agreement]

**MGM SPORTS & INTERACTIVE GAMING,
LLC**

By: 
Name: Daniel J. D'Arrigo
Title: Chief Financial Officer

APPENDIX I

DEFINITIONS



“Act” has the meaning set forth in the Recitals.

“Additional State” means, as of any date, any state or territory of the United States of America in which (a) the Company is not currently conducting, or pursuing any opportunity to conduct, the Business as of such date, and (b) the conduct of the Business is permissible pursuant to applicable Laws and regulations, including where so permissible subject to receipt of any applicable Gaming Approvals.

“Adjusted Capital Account Balance” means with respect to any Member, the balance in such Member’s Capital Account, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such Member is obligated to restore, because of a promissory note to the Company or otherwise pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, or is deemed to be obligated to restore pursuant to the penultimate sentence in each of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in “partnership minimum gain” (within the meaning of Section 1.704-2(b) of the Treasury Regulations) and in “partner nonrecourse debt minimum gain” (within the meaning of Section 1.704-2(i) of the Treasury Regulations); and

(b) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4); 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations.

This definition of Adjusted Capital Account Balance is intended to comply with the “alternative economic effect” test of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Adjustment Interests” has the meaning set forth in Section 3.2(f).

“Adverse Gaming Consequence” has the meaning set forth in Section 5.16(b).

“Affected Member” means, with respect to a Gaming Regulatory Matter, the Member Group who has been advised by the Gaming Regulatory Authority that it has a Gaming Regulatory Matter.

“Affiliate” means, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person; provided, that, in no event shall any Excluded Person be considered an Affiliate of the applicable Member for any purpose under this Agreement or any other JV Document. For the avoidance of doubt, neither the Company nor any of its Subsidiaries shall be considered an

Affiliate of any Member for any purpose hereunder or under any other JV Document and none of the Members shall be considered an Affiliate of any other Member for any purpose hereunder or under any other JV Document solely by virtue of such Member's ownership of Equity Interests.

“Affiliate Contract” means any Contract between the Company or any of its Subsidiaries, on the one hand, and any Member or any Affiliate of, or Non-Controlled Person with respect to, a Member, on the other hand.

“Agreement” has the meaning set forth in the Preamble.

“Ancillary Agreements”

“Annual Financial Statements” has the meaning set forth in Section 7.4(a).

“Applicable Average Multiple” means, as of the calculation of any Discounted Valuation, the average EBITDA multiple of all companies (as calculated and determined by the Non-Defaulting Member in good faith) that, as of such time, (a) have equity securities traded on the New York Stock Exchange or the London Stock Exchange, (b) are predominantly engaged in the business of business-to-consumer online sports betting in the United States or Europe, and (c) have a market capitalization equal to or in excess of \$1,000,000,000 USD.

“Applicable Margin” means

“Approved Operating Budget” has the meaning set forth in Section 5.14(a).

“Arbitrator” has the meaning set forth in Section 11.2(c).

“Arbitration Dispute Notice” has the meaning set forth in Section 11.2(c)(ii).

“Assets” means the Company Group's right, title and interest from time to time in all assets and properties of the Company Group, whether owned, leased licensed or otherwise held by the Company Group, including real property, equipment, fixtures and other tangible personal property, and Contracts, data and records, and other intangible personal property.

“Available Cash” means, as of any date of determination, all cash and cash equivalents of the Company and its subsidiaries on hand as of such time, less such amounts of cash and cash equivalents as the Board determines is necessary to satisfy the ongoing obligations of the Company on a day to day basis, including as contemplated by the Operating Budget and as may be required under any debt agreements, indentures and other financing documents to which a member of the Company Group is a party.

“Bankruptcy” means, with respect to any Person: (a) the filing by such Person of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under the U.S. Bankruptcy Code (or corresponding provisions of future Laws) or any other insolvency Law, or a Person's filing an answer consenting to or acquiescing in any such petition; (b) the making by such Person of any assignment for the benefit of its creditors or the

admission by a Person of its inability to pay its debts as they mature; or (c) the expiration of sixty (60 days after the filing of an involuntary petition under the U.S. Bankruptcy Code (or corresponding provisions of future Laws) seeking an application for the appointment of a receiver for the assets of such Person, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other insolvency Law, unless the same shall have been vacated, set aside or stayed within such 60 day period.

“BBA Share” has the meaning set forth in Section 8.2(b)(iv).

“Blocker Corporation” means any entity that is classified as a corporation for U.S. federal income tax purposes and directly or indirectly holds an interest in the Company.

“Board” has the meaning set forth in Section 5.1(a).

“Board Member” has the meaning set forth in Section 5.1(a).

“Breaching Party” has the meaning set forth in Section 11.2(g).

“Budget Act” means the Bipartisan Budget Act of 2015 and any Section of the Code or Treasury Regulations promulgated thereunder and with respect thereto, each as amended from time to time.

“Business” has the meaning set forth in Section 2.7.

“Business Day” means a day (other than a Saturday or Sunday) on which commercial banks in New York City, New York are generally open for business.

“Business Plan” has the meaning set forth in Section 5.13.

“Buy-Sell Election” has the meaning set forth in Section 9.2(c).

“Buy-Sell Election Date” has the meaning set forth in Section 9.2(c).

“Buy-Sell Offer” has the meaning set forth in Section 9.2(a).

“Buy-Sell-Price” has the meaning set forth in Section 9.2(b).

“Calendar Month” means any of the months of the Gregorian calendar.

“Calendar Quarter” means a period of three consecutive Calendar Months commencing on the first day of January, the first day of April, the first day of July and the first day of October in any Calendar Year.

“Calendar Year” means a period of twelve (12) consecutive Calendar Months commencing on the first day of January and ending on the following 31st day of December, according to the Gregorian calendar.

“Capital Account” has the meaning set forth in Section 3.3(a).

“Capital Contribution” means, with respect to any Member, the amount of capital contributed by such Member to the Company in accordance with Article 3.

“Causing Member” means, with respect to a Gaming Regulatory Matter, the Member Group causing such Gaming Regulatory Matter.

“Certificate” has the meaning set forth in the Recitals.

“Certificate of Formation” has the meaning set forth in the Recitals.

“Change in Equity Ownership” means any transaction or series of transactions in which any “person” or “group” within the meaning of those terms as used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended, directly or indirectly acquires, by purchase, sale, conveyance, assignment, gift, issuance, merger, consolidation, reorganization, equity exchange, recapitalization, reorganization, operation of law, Contract or otherwise, (a) 50% or more of the issued and outstanding Securities of a Member, a party to an Ancillary Agreement or a Controlling parent entity or general partner of a Member or a party to an Ancillary Agreement, or (b) Control of a Member, a party to an Ancillary Agreement or a Controlling parent entity or general partner of a Member or a party to an Ancillary Agreement; provided, that any such transaction or series of transactions that does not result in a change in the ultimate Controlling parent entity of a Member shall not constitute a Change in Equity Ownership.

[REDACTED]

“Co-Chairpersons” has the meaning set forth in Section 5.3(f).

[REDACTED]

[REDACTED]

“Code” means the Internal Revenue Code of 1986.

“Company” has the meaning set forth in the Preamble.

[REDACTED]

“Company Group” means the Company and its Subsidiaries.

“Contracts” means any written or oral contract, agreement, agreement regarding indebtedness, lease, mortgage, license agreement, purchase order, commitment, letter of credit or any other legally binding arrangement.

“Control” and its derivatives “Controlled” and “Controlling” mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of Securities, by Contract or otherwise) of a Person. For the purposes of the preceding sentence, Control is deemed to exist when a Person possesses, directly or indirectly, (a) the ability to elect or cause the election of a majority of the board of directors, board of managers or other governing authority of the applicable Person, (ii) in

the case of a corporation, 50% or more of the issued and outstanding capital stock, (iii) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to 50% or more of the distributions therefrom (including liquidating distributions), (iv) in the case of a limited partnership, the right to vote or designate or cause the voting or designation of a general partner thereof, (v) in the case of any Person, 50% or more of the economic or beneficial interest therein or (vi) in the case of any Person, the power to direct or cause the direction of the management and policies of such Person, whether through ownership of Securities or otherwise.

“Conversion Shares” has the meaning set forth in Section 9.8.

[REDACTED]

“D&O Insurance Policy” has the meaning set forth in Section 6.6.

“Default Loan Rate” means, as of any date, the sum of (a) LIBOR, plus (b) the Applicable Margin (in each case, as of such date).

“Delaware Act” means the Delaware Limited Liability Company Act, Del. Code Ann. Tit. 6, §§18-101, et. seq.

“Default” has the meaning set forth in Section 3.2(e).

“Default Loan” has the meaning set forth in Section 3.2(e).

“Default Loan Repayment Amount” Section 3.2(f).

“Defaulting Member” has the meaning set forth in Section 3.2(e).

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an Asset for such year or other period, except that if the Gross Asset Value of an Asset differs from its adjusted basis for tax purposes at the beginning of such year or other period, except as required by Section 1.704-3(d) of the Treasury Regulations, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that, if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Partnership Representative. Notwithstanding the foregoing, if the Company uses the remedial method pursuant to Section 1.704-3(d) of the Treasury Regulations with respect to one or more of the Company’s Assets, Depreciation with respect to such Assets shall not be determined in accordance with the preceding sentence of this definition, but shall instead be determined in a manner consistent with tax capital accounting principles and consistent with the treatment of such assets under the remedial method.

[REDACTED]

“Discounted Valuation” has the meaning set forth in Section 3.2(g).

“Dispute” means any dispute, controversy or claim (of any and every kind or type, whether based on Contract, tort, statute, regulation or otherwise) arising out of, relating to or connected with this Agreement or the transactions contemplated hereby, including any dispute, controversy or claim concerning the existence, validity, interpretation, performance, breach or termination of this Agreement or the relationship of the Parties arising out of this Agreement or the transactions contemplated hereby.

“Disqualified Person” has the meaning set forth in that certain side letter, dated as of the date hereof, by and between MGM Sports & Interactive Gaming, LLC, GVC Holdings (USA) Inc. and the Company.

“Encumbrance” means a mortgage, lien, security interest, pledge, charge, encumbrance, any option or right to purchase or other title defect. “Encumber” and other derivatives shall be construed accordingly.

“Equity Interests” means the limited liability company interests in the Company having the Liabilities, rights and other benefits and privileges set forth in this Agreement with respect to Equity Interests.

“Excluded Person” means, as of any time, with respect to (a) any Member, any Non-Controlled Person, and (b) any MGM Member, (i) MGM Growth Properties LLC and any (x) Person Controlled or acquired by MGM Growth Properties LLC, directly or indirectly, from time to time (whether by merger, acquisition of equity interests, assets, real property, or otherwise), or (y) operator of any real property or other asset acquired by MGM Growth Properties LLC from time to time, (ii) any Affiliate of such MGM Member or Affiliate thereof that engages solely outside of the United States of America in (and solely to the extent that it engages solely outside of the United States of America in), any business, including the Business, and (iii) any Subsidiary of a Person described in clauses (i) through (ii) above.

“ERISA” has the meaning set forth in Section 9.1(f).

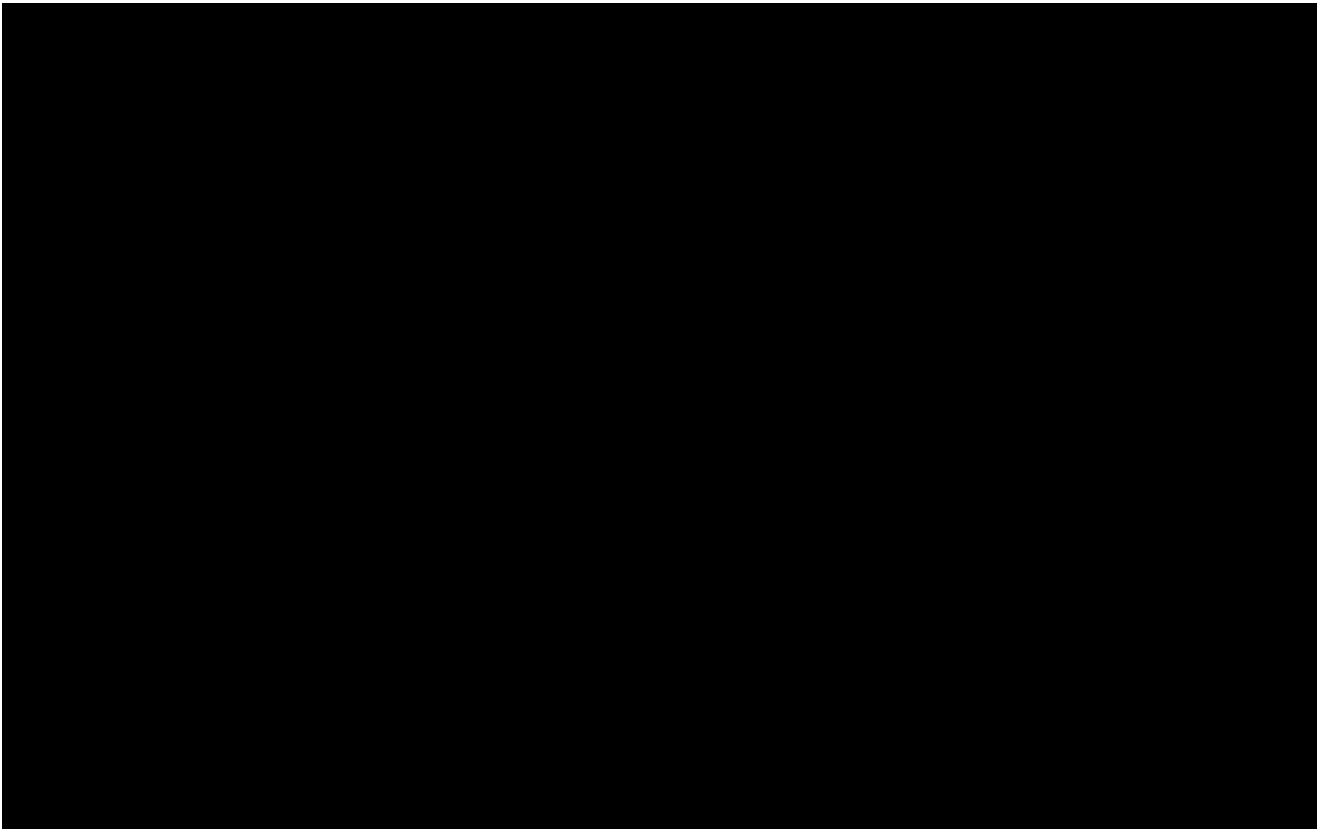
[REDACTED]

[REDACTED]

[REDACTED]

“Fiscal Year” means the Company’s taxable year.

[REDACTED]



“GAAP” means United States generally accepted accounting principles, consistently applied.

“Gaming Approvals” means, as applicable, all required approvals, authorizations, licenses, permits, consents, findings of suitability, findings of qualification, findings of eligibility, registrations, exemptions and waivers of or from any Gaming Regulatory Authority.

“Gaming Regulatory Authority” means any Governmental Authority responsible for or regulating gaming or gaming activities in any jurisdiction.

“Gaming Regulatory Matter” means, with respect to any Member Group, such Member Group has been advised by a Gaming Regulatory Authority that its continued relationship with another Member Group is a cause of concern for such Gaming Regulatory Authority and that the relationship in question may impact such Member Group’s or its Affiliate’s suitability or qualification to continue to hold a Gaming Approval or to receive a Gaming Approval (to the extent such Member Group or its Affiliate is in the process of seeking or intends to seek a Gaming Approval) from such Gaming Regulatory Authority or may otherwise jeopardize its standing as a licensee or qualifier, which in all cases could result in a significant adverse consequence for such Member Group or any of its Affiliates (as determined in good faith by the applicable Affected Member).

“Governmental Authority” means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitle to exercise any administrative, executive, judicial, legislative,

regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

“Gross Asset Value” means with respect to any Asset, the Asset’s adjusted basis for tax purposes, except as follows:

(a) the initial Gross Asset Value of any non-cash Asset contributed by a Member to the Company shall be the gross fair market value of such Asset on the date of contribution;

(b) the Gross Asset Values of all Assets shall be adjusted to equal their respective gross fair market values (taking into account Section 7701(g) of the Code), as reasonably determined by the Board at each of the following times:

(i) the acquisition of an additional Equity Interests in the Company by any new or existing Member in connection with a contribution of cash or property other than a *de minimis* amount (within the meaning of Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations);

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of the Company’s property as consideration for Equity Interests in the Company (within the meaning of Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations);

(iii) the grant of Equity Interests in the Company (other than a *de minimis* Equity Interests) as consideration for the provision of services to or for the benefit of the Company by any new or existing Member (within the meaning of Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations);

(iv) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations;

(v) the acquisition of an interest in the Company by any new or existing Member upon the exercise of a noncompensatory option or warrant in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); and

(vi) at such other times as the Board shall determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2. If any noncompensatory options or warrants are outstanding upon the occurrence of an event described in paragraph (b)(i) through this (b)(vi), the Company shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

provided, however, that the adjustments pursuant to clauses (i), (ii), (iii) and (v) above shall be made only if the Partnership Representative reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any non-cash Asset distributed to any Member shall be the gross fair market value of such non-cash Asset on the date of distribution as reasonably determined by the Partnership Representative;

(d) the Gross Asset Values of Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining the Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, and subsection (g) under the definition of Net Profits and Net Losses below; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection to the extent that the Partnership Representative reasonably determines that an adjustment pursuant to subsection (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection; and

(e) if the Gross Asset Value of an Asset has been determined or adjusted pursuant to clause (a), (b) or (d) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses and items of income, gain, loss and deduction allocated.

“GVC” means GVC Holdings (USA) Inc.

[REDACTED]

“GVC Designee” has the meaning set forth in Section 5.2(a).

“GVC Members” means (i) GVC or any Permitted Transferee of GVC holding all of those Equity Interests originally issued to GVC pursuant to Article 9, (ii) any Permitted Transferees holding those Equity Interests originally issued to GVC.

[REDACTED]

“Imputed Underpayment” has the meaning set forth in Section 8.2(b)(ii).

“Indemnitee” has the meaning set forth in Section 6.3.

“Initial Business Plan” has the meaning set forth in Section 5.13.

“Initial Public Offering” means the initial public offering of the Company’s equity Securities or the equity Securities of a Person that owns equity Securities of the Company and holds no assets other than equity Securities of the Company or any successor of the Company, in either case pursuant to an effective registration statement under the Securities Act.

“Initiating Member” has the meaning set forth in Section 9.2(b).

“JV Documents” means, collectively, the Ancillary Agreements and this Agreement (together with all schedules, exhibits and appendices hereto).

“Laws” means any constitution, decree, resolution, law (including common law), statute, act, ordinance, rule, directive, order, treaty, code or regulation or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Authority.

“Liabilities” means any and all claims, causes of actions, payments, charges, judgments, assessments, liabilities, losses, damages, taxes, penalties, fines or costs and expenses, including any reasonable fees of attorneys, experts, consultants, accountants, and other professional representatives and legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury, illness or death, property damage, Contract claims, torts or otherwise.

“LIBOR” means, as of any date, (a) the one-year London Interbank Offered Rate as of such date, as published on such date in The Wall Street Journal or (b) if the one-year London Interbank Offered Rate is no longer published as of such date, the Secured Overnight Funding Rate, as published on such date in The Wall Street Journal.

“Liquidating Trustee” has the meaning set forth in Section 10.3.

“Member” means those Persons listed on Exhibit A and any Person who is hereafter admitted to the Company as a Member.

“Member-to-Member Sale” means any Transfer of all of (a) the MGM Members’ Equity Interests to one or more of the GVC Members or their respective Affiliates, or (b) the GVC Members’ Equity Interests to one or more of the MGM Members or their respective Affiliates, in each case, including, without limitation, pursuant to Section 9.2.

“Member Group” means the GVC Members, collectively, or the MGM Members, collectively.

“Member Indemnitors” has the meaning set forth in Section 6.5.

“MGM” means MGM Sports & Interactive Gaming, LLC, a Delaware limited liability company.

“MGM Designee” has the meaning set forth in Section 5.2(a).

“MGM JVs” means each of Las Vegas Arena Company, LLC and CityCenter Holdings, LLC.

[REDACTED]

“MGM Members” means (i) MGM or any Permitted Transferee of MGM holding all of those Equity Interests originally issued to MGM pursuant to Article 9, and (ii) any Permitted Transferees holding those Equity Interests originally issued to MGM.

[REDACTED]

“ [REDACTED] ”

“Minority Group” means, at any time that the GVC Members and the MGM Members are not entitled to designate the same number of Board Members, the group (either the GVC Members or the MGM Members) that is entitled to designate the lesser number of Board Members.

“Monthly Financial Reports” has the meaning set forth in Section 7.4(c).

“Net Gaming Revenue” has the meaning set forth in each of the MGM Omnibus Services and License Agreement and the GVC Omnibus Services and License Agreement.

“Net Profits” or “Net Losses” means, for any Fiscal Year or other period, an amount equal to the Company’s taxable income or taxable loss for such Fiscal Year or other period, as determined under Section 703(a) of the Code (including all items required to be separately stated under Section 703(a)(1) of the Code) and Section 1.703-1 of the Treasury Regulations, but with the following adjustments:

(a) any tax-exempt income, as described in Section 705(a)(1)(B) of the Code, realized by the Company and not otherwise taken into account in this subsection shall be added to such taxable income or taxable loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code for such Fiscal Year or treated as being so described in Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations and not otherwise taken into account in this subsection shall be subtracted from such taxable income or taxable loss;

(c) in the event the Gross Asset Value of any Asset is adjusted pursuant to clauses (b) or (c) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss;

(d) any item of income, gain, loss or deduction that is required to be specially allocated to a Member under Section 4.2 or Section 4.3, shall not be taken into account in computing such taxable income or taxable loss;

(e) the amount of any gain or loss required to be recognized by the Company during such Fiscal Year by reason of a sale or other disposition of any Asset, shall be computed as if the Company’s adjusted basis in such Asset for tax purposes were equal to the Gross Asset Value of the Asset disposed of, notwithstanding that the adjusted tax basis of such Asset differs from its Gross Asset Value;

(f) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for the Fiscal Year or other applicable period; and

(g) to the extent an adjustment to the adjusted tax basis of any Asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations in determining Capital Accounts, the amount

of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the Asset and shall be taken into account for purposes of computing such taxable income or taxable loss.

If the Company's taxable income or taxable loss for such Fiscal Year, as adjusted in the manner provided above in clauses (a) through (g) above, is (i) a positive amount, such amount shall be the Net Profits for such Fiscal Year or (ii) a negative amount, such amount shall be the Net Losses for such Fiscal Year.

"New Securities" has the meaning set forth in Section 9.5(a).

"New Securities Notice" has the meaning set forth in Section 9.5(b).

"Non-Breaching Party" has the meaning set forth in Section 11.2(g).

"Non-Controlled Person" means, with respect to any Member, any Person with respect to which such Member (or any Affiliate thereof) (a) has any consent, approval, management, veto or similar rights, or any right to appoint or elect any manager or member(s) of a board of directors or similar governing body, but (b) does not have the right, individually or together with one or more Affiliates, to exercise control over substantially all material operational matters and governance decisions with respect to such Person (including pursuant to any voting power or rights or powers of any manager or member(s) of a board of directors or similar governing body appointed or elected by such Member or such Member's Affiliate), including, in the case of any MGM Member, each of the MGM JVs.

"Non-Defaulting Member" has the meaning set forth in Section 3.2(e).

[REDACTED]

"Notice of Dispute" has the meaning set forth in Section 11.2(a).

[REDACTED]

[REDACTED]

"Officers" has the meaning set forth in Section 5.10.

"Online Casino" means Online Gaming that: (i) are of a type of game that is played in casinos (for example: roulette, baccarat, bingo, blackjack, craps, big six wheel, keno, slot machines, mini-baccarat, red dog, pai gow, and sic bo); and (ii) any variations or composites of such games.

"Online Daily Fantasy Sports" means a type of Online Gaming, whereby participants assemble imaginary or virtual teams of actual professional and/or amateur players from a particular league or competition and such participants earn points on the actual statistical performance of their professional and/or amateur players.

“Online eSports Gaming” means a type of Online Gaming that is based on the outcome of multiplayer video game competition, including on the individual performance in such event.

“Online Gaming” means interactive gambling, offered or conducted via the Internet, mobile or other electronic communication devices, whereby participants in the games (i) stake money or goods of monetary value on the outcome or happening of a future event, with the possibility of winning money or goods of monetary value; or (ii) play for free and for entertainment purposes only.

“Online Poker/Bingo” means Online Gaming where participants play peer-to peer games and make wagers against other participants, such as poker and bingo.

“Online Skill-Based Gaming” means a type of Online Gaming, whereby participants participate in games in which the outcome of the game is determined by the participant’s physical or mental skill.

“Online Social Gaming” means a type of Online Gaming, whereby participants in the games use Virtual Currency regardless of whether such credits, coins or medium are provided for free or obtained by purchase or for other valuable consideration, and whereby such games do not award payments, payouts, prizes or anything else that has monetary value based upon and/or related to the outcome of the game play; provided, however, that the following are excluded from this definition: games in which participants assume the role of a casino mogul and build their own collection of resorts in a virtual Las Vegas.

“Online Sportsbook” means a type of Online Gaming based on the outcome of sports or athletic events, including motor racing, horse races (including pari-mutuel betting) or other similar events.

“Operating Budget” has the meaning set forth in Section 5.14(b).

“Organizational Documents” means, with respect to any Person, the articles or certificate of incorporation or organization and by-laws, the limited partnership agreement, the partnership agreement or the limited liability company agreement, or such other organizational documents of such Person.

“Parent Executive” means a senior executive officer of the applicable Member, or if of the GVC Members as selected by the GVC Members, or if of the MGM Members as selected by the MGM Members.

“Parties” means, collectively, all of the Members and the Company, and “Party” means any of them.

“Partnership Representative” has the meaning set forth in Section 8.2(a).

“Permitted Transfer” means, with respect to each Member, a Transfer to one or more of such Member’s Affiliates; provided that any such Transfer shall constitute a Permitted Transfer only to the extent that any Gaming Approvals required to be obtained in connection with any such Transfer have been obtained prior to the consummation thereof.

“Permitted Transferee” means any Member of the Company that may receive, receives or has received Equity Interests in the Company pursuant to a Permitted Transfer.

“Person” means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

“Pledged Interests” has the meaning set forth in Section 9.3.

“Preemptive Right” has the meaning set forth in Section 9.5(a).

“Proceeding” has the meaning set forth in Section 6.3.

“Proportionate Share” means, with respect to any Member or Member Group, a fraction, expressed as a percentage, obtained by dividing the number of Equity Interests held by such Member or Member Group, by the total number of outstanding Equity Interests.

[REDACTED]

[REDACTED]

“Quarterly Financial Reports” has the meaning set forth in Section 7.4(b).

“Regulatory Allocations” has the meaning set forth in Section 4.3.

“Responding Member” has the meaning set forth in Section 9.2(b).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Retail Sportsbook” means in-person betting and wagering based on the outcome of sports or athletic events, including motor racing, horse races (including pari-mutuel betting) or other similar events; provided, that “Retail Sportsbook” shall not include any on-premise betting on horse racing activity at a racino.

“Retail Poker Tournament” means any in-person poker tournaments.

“Reviewed Year” has the meaning set forth in Section 8.2(b)(ii).

[REDACTED]

“Securities” means, with respect to any Person, any membership interests, limited liability company interests, partnership interests, capital stock or other equity securities or ownership interests of such Person, or securities exercisable or exchange for or convertible into, or other rights, options or warrants to acquire, membership interests, limited liability company interests, partnership interests, capital stock or other equity securities or ownership interests of such Person.

“Securities Act” means the Securities Act of 1933.

“Selling Member” means, with respect to any Member-to-Member Sale, the Member making such Transfer, with each of the GVC Members and MGM Members, respectively, treated as a single Member for purposes of identifying such transferring Member.

“Shortfall Amount” has the meaning as set forth in Section 3.2(e).

“Skins” has the meaning generally ascribed to such term in the online gaming industry.

[REDACTED]

[REDACTED]

[REDACTED]

“Stub Period” has the meaning set forth in Section 5.13.

“Subsidiary” means, with respect to any Person, any other Person that such first Person Controls; provided, that, in no event shall any Excluded Person with respect to a Member be considered a Subsidiary of such Member for any purpose under this Agreement or any JV Document.

“Tax Amount” means, with respect to the relevant quarter, Fiscal Year or other applicable period and with respect to each Member, an amount equal to the excess of the anticipated taxes of each Member in respect of the Company’s taxable income allocated to such Member for such Fiscal Year, if any, over the cumulative amount of distributions in cash from the Company made to such Member with respect to such Fiscal Year. All calculations of anticipated taxes pursuant to this definition shall be made using assumptions determined by the Board, including assumptions that (i) each Member is subject to the highest effective combined marginal U.S. federal, state and local income tax rate applicable to a corporation that is resident in Delaware (and doing business in the relevant jurisdiction(s) where the Company is engaged in business) for such taxable year (taking into account the character of the taxable income in question (long-term capital gain, qualified dividend income, etc. and the deductibility of state and local income taxes for U.S. federal income tax purposes (and any applicable limitation thereon)) and (ii) the taxable income of the Company for such Fiscal Year is reduced by any cumulative net taxable loss of the Company with respect to all prior Fiscal Years to the extent such cumulative net taxable loss would have been deductible by the Members against such taxable income if such loss had been incurred in the Fiscal Year in question (assuming that the Members have no items of income, gain, loss, deduction or credit other than through the Company) and has not previously been taken into account in determining Tax Amount (but taking into account any limitations on the ability of a corporation to deduct or otherwise apply net operating loss carryforwards to reduce an income tax liability in the relevant subsequent period).

“Third Party” means any Person (other than the Company) that is not a Member or an Affiliate of a Member.

“Transfer” means any sale, assignment, gift, conveyance, transfer, exchange or other disposition or alienation, directly or indirectly (in each case, voluntary or involuntary, whether by operation of law or otherwise, including by merger or consolidation), of all or any part of the Equity Interests, including the beneficial ownership of the ordinary voting power represented by such Equity Interests, to a third party (which, for the avoidance of doubt is any Person that is not an Affiliate of the Member Transferring its Equity Interests), including any disposition resulting from a direct or indirect Change in Equity Ownership (other than a direct or indirect Change in Equity Ownership of the ultimate Controlling parent entity of a Member) but excluding (x) any disposition resulting from a direct or indirect Change in Equity Ownership of the ultimate Controlling parent entity of a Member, (y) transfers among Subsidiaries of the ultimate parent company of a member that are not designed to circumvent the Transfer restrictions contained in this Agreement and (z) any issuance of Securities by a Member or any of its Affiliates pursuant to an equity incentive program or other management compensation plan.

[REDACTED]

[REDACTED]

“Transferring Member” has the meaning set forth in Section 9.1(a).

“Treasury Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Internal Revenue Code of 1986, as amended. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, proposed or final Treasury Regulations.

“Trigger Event” means a material breach under the [REDACTED] [REDACTED] in each case subject to the applicable cure provisions, that materially impairs the ability of the Company to operate the Business.

[REDACTED]

“Unmatched Capital” means, with respect to any Non-Defaulting Member and any Capital Contribution required to be made by each of the Members pursuant to Section 3.2, the amount of such Capital Contribution made by such Non-Defaulting Member, less the amount of any such Capital Contribution that a Defaulting Member contributes to the Company in respect of such Capital Contribution, if any. By way of illustration only, in the event that (a) the Board requires each Member to contribute \$100,000,000 pursuant to Section 3.2(c), (b) the Non-Defaulting Member makes a \$100,000,000 Capital Contribution, and (c) the Defaulting Member makes a \$75,000,000 Capital Contribution, the Non-Defaulting Member’s Unmatched Capital would be \$25,000,000.

“Unrestricted Member” has the meaning set forth in Section 2.12(a).

“Virtual Currency” means those virtual coins or credits won, awarded or sold to gaming participants for use in Online Gaming.

EXHIBIT A

MEMBER INTERESTS

(as of the date hereof)

<u>Member Name</u>	<u>Initial Capital Contribution¹</u>	<u>Equity Interests</u>
GVC Holdings (USA) Inc.	██████████	██████████
MGM Sports & Interactive Gaming, LLC	██████████	██████████
TOTAL:		██████████

¹ Each Member's initial capital contribution shall be made in accordance with Schedule 3.2.

EXHIBIT B

INITIAL BOARD MEMBERS

GVC Designees

Kenneth Alexander

Lee Feldman

MGM Designees

Scott Butera

Corey Sanders

EXHIBIT C

FORM OF INTEREST CERTIFICATE

CERTIFICATE OF INTEREST

Certificate Number: []

GAMEDAY INTERACTIVE, LLC

Formed under the Delaware Limited Liability Company Act

The transfer of interest represented by this certificate is subject to the restrictions set forth on the reverse side

This Certifies that [] holds an interest in:

GAMEDAY INTERACTIVE, LLC

A Delaware Limited Liability Company

This Certificate is transferable only on the books of Gameday Interactive, LLC by the holder hereof in accordance with the Amended and Restated Limited Liability Company Agreement of Gameday Interactive, LLC, as amended from time to time (the "LLC Agreement").

This Certificate evidences an interest Gameday Interactive, LLC and will be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable law, Article 8 of the Uniform Commercial Code of each other applicable jurisdiction.

In Witness Whereof, the undersigned has executed this Certificate on behalf of Gameday Interactive, LLC this __ day of _____, _____.

Name: []

Title: []

THE INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS ("BLUE SKY LAW"). THE INTEREST MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE ACT AND UNDER APPLICABLE BLUE SKY LAW OR UNLESS SUCH OFFER, SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION IS EXEMPT FROM REGISTRATION THEREUNDER AND IS MADE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND RESTRICTIONS IN THE LLC AGREEMENT.

EXHIBIT D

REGISTRATION RIGHTS AGREEMENT TERM SHEET

The following is a description of certain material terms of the registration rights agreement (the “Registration Rights Agreement”) referenced in Section 9.8(c) of the Amended and Restated Limited Liability Company Agreement of Gameday Interactive, LLC, dated as of July 30, 2018 (the “LLC Agreement”). Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the LLC Agreement; provided that references to the “Company” shall include the Company, any of its Subsidiaries, or any of their respective successors, in each case, conducting an initial public offering of equity Securities.

Demand Registration Rights: Subject to the last sentence of this paragraph and the terms of any applicable underwriter lock up agreements, following an Initial Public Offering, each of the Member shall each be entitled to (i) unlimited demand registrations on Form S-1 (provided, that the Company does not have to effect more than two (2) demand registrations in any twelve (12) month period and (ii) an unlimited number of demand registrations on Form S-3. The Company will not be required to file a demand registration on behalf of any Member except in connection with a demand by such Member for registration of at least [REDACTED] in value of Company stock. Exercise of demand registration rights will be subject to customary delay rights including as a result of the Company being engaged in a non-public material transaction or having other material information that the Board determines is not ripe for public disclosure.

Piggyback Registration Rights: Each Member shall be entitled to piggyback registration rights on all public offerings of the Company’s stock pursuant to customary terms and conditions.

Selection of Underwriters: Underwriters will be chosen by the Board for the Initial Public Offering. Thereafter, holders of a majority of shares to be registered by the Members in connection with the relevant demand offering shall select the underwriters.

Underwriter Cutbacks: In connection with any exercise of demand registration rights or piggyback registration rights, if the managing underwriter (if applicable) advises the Company in writing that the inclusion of all securities entitled to participate in such offering exceeds the number of securities that can be sold without having a material adverse effect on the success of the offering (including pricing thereof), then the amount of securities included in the offering will be prioritized in the offering as follows:

In connection with any exercise of piggyback registration rights:

- *first*, to the Company;
- *second*, to the Members exercising registration rights, pro rata among all Members on the basis of the relative number of shares then held by all such Members; and
- *third*, to all other holders of securities of the Company requesting to have securities included in such offering, pro rata among all such holders on the basis of the relative number of shares then held by all such holders.

In connection with any exercise of demand registration rights:

- *first*, to the Members exercising registration rights, pro rata among all Members on the basis of the relative number of shares then held by all such Members;
- *second*, to all other holders of securities of the Company requesting to have securities included in such offering, pro rata among all such holders on the basis of the relative number of shares then held by all such holders; and
- *third*, to the Company.

Market Standoff: The Members will agree to be bound by (i) a customary underwriter lock-up agreement entered into by the Company which prohibits sales for up to 180 days following an initial public offering and (ii) a customary underwriter lock-up agreement reasonably approved by the Board which prohibits sales for up to 90 days following any other public offering (provided, however, that the lock up period applicable to the Members shall not exceed the duration of similar restrictions agreed to by the Company with respect to the Company or its officers or directors).

Termination of Registration Rights: A share or other equity interest shall no longer be subject to the Registration Rights Agreement when such share or equity interest is: (i) sold under an effective registration statement, (ii) sold under Rule 144, or (iii) otherwise transferred, an unlegended certificate for the share is issued and the share can thereafter be sold without registration.

Member Expenses: Reasonable expenses (excluding underwriting discounts and selling commissions but including, for the avoidance of doubt, registration and filing fees, the expenses associated with the delivery of a customary conform letter and other customary fees and expenses) incurred by Members in connection

with transactions contemplated by the Registration Rights Agreement will be paid by the Company.

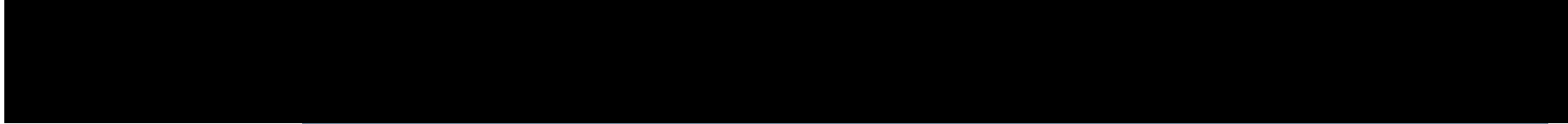
Other Registration Rights Provisions: The Registration Rights Agreement will contain such other customary registration rights provisions, including provisions relating to registration procedures, a comfort letter, road show, indemnification and contribution. In addition, any shelf or delayed registration shall be subject to customary provisions relating to suspending the use of the registration statement during any period that the Company is engaged in a non-public material transaction or has other material information that the Board determines is not ripe for public disclosure.

Amendments and Waivers: Amendments or waivers of the Registration Rights Agreement shall require the consent of the Company and each Member.

EXHIBIT E

DATA ACCESS AND CROSS-MARKETING PRINCIPLES

Cross Marketing Agreement Principles



Party whose services are being marketed



Customers being marketed to

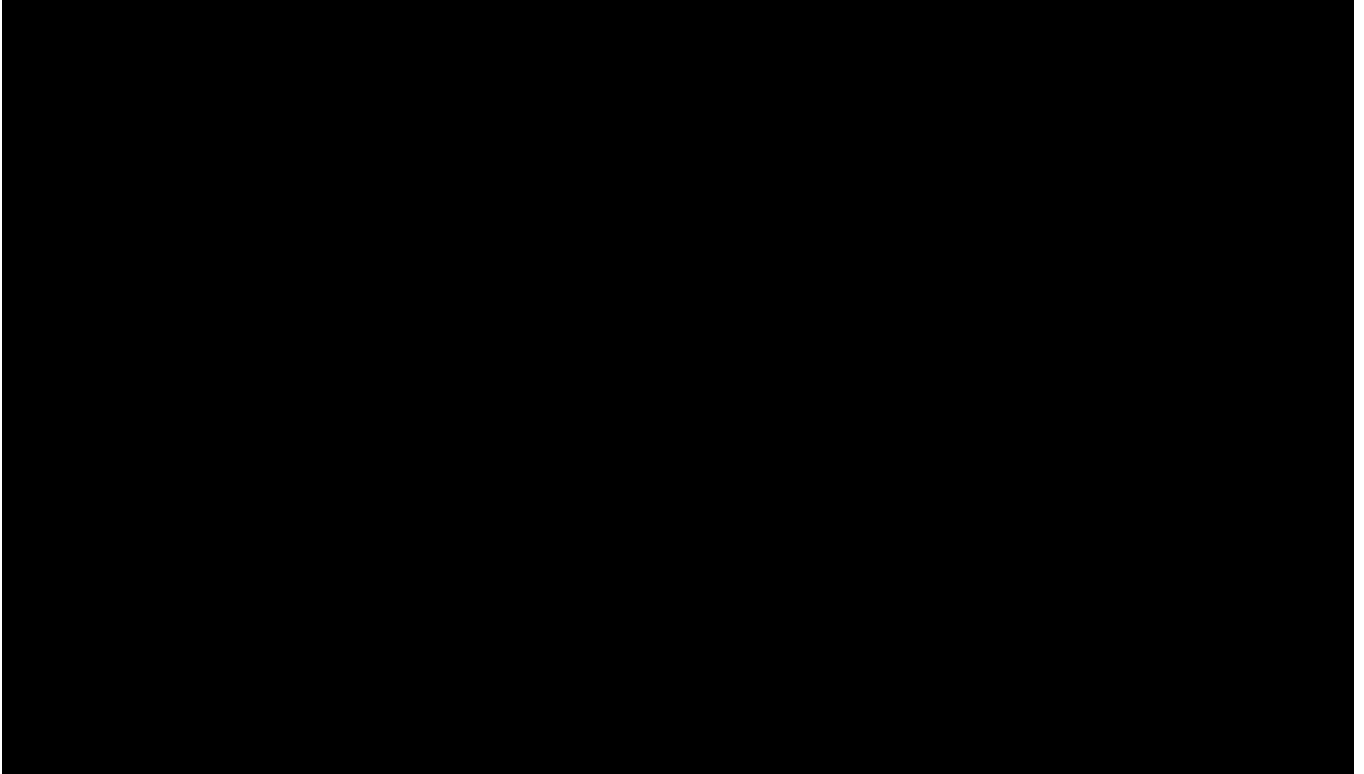
	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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DRAFT



SCHEDULE 3.2

Capital Contributions



**FIRST AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") is made as of August 24, 2018 (the "Effective Date") between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company ("MGM") and GVC HOLDINGS (USA) INC., a Delaware corporation ("GVC").

A. MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement on July 30, 2018 (the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. On August 21, 2018, the Board unanimously approved amendments to the Agreement to (i) remove all references to the Co-Chairpersons and (ii) simplify the process to obtain written consent of the Board.

C. MGM and GVC desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

1. Section 5.3(f) of the Agreement shall be amended and restated to read as follows:

"Until such time as the General Counsel of the Company is appointed, the Board shall unanimously appoint a secretary who shall make a record of each proposal voted on and the results thereof and who shall keep the minutes of the meetings and written consents of the Board ("Meeting Secretary")."

2. Section 5.3(g) of the Agreement shall be amended and restated to read as follows

"Any action that may be taken by the Board under this Agreement may be taken without a meeting if a sufficient number of affirmative votes as would otherwise be necessary to take such action under this Agreement are communicated to and received by (including by electronic mail) the General Counsel of the Company or Meeting Secretary (if applicable). Any Board Member, the General Counsel of the Company or Meeting Secretary (if applicable) may submit to all Board Members any proposal that is within the powers of the Board to approve or disapprove to the Board for a vote by written consent."

3. The first paragraph of Section 5.3(j) of the Agreement shall be amended and restated to read as follows:

"All notices and communications required or permitted to be given to the Board Members pursuant to this Article 5 shall be sufficient in all respects if given in writing and delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid (or, in each case, an equivalent method with respect to the United Kingdom), return receipt requested, or sent by facsimile transmission, with successful transmission confirmed in writing by the sender's facsimile machine, or if sent by electronic mail and subsequently confirmed in writing including by electronic mail reply (which such confirmation shall not be deemed to include an automatic electronic mail response), bonded overnight

courier, U.S. mail, or facsimile, addressed to the appropriate Person at the address for such Person shown below or at such other address as the GVC Members or the MGM Members, as applicable, shall have theretofore designated by written notice delivered to the Company.”

4. Appendix I is amended to (i) delete the definition for Co-Chairpersons and (ii) add the following definition for Meeting Secretary:

““Meeting Secretary” has the meaning set forth in Section 5.3(f).”

5. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.

6. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.

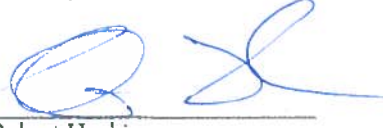
MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 
Name: Michael Carlotti
Title: Treasurer

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation

By: 
Name: Robert Hoskin
Title: Director



**SECOND AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") of MGM GVC INTERACTIVE, LLC (f/k/a Gameday Interactive, LLC), a Delaware limited liability company (the "Company") is made as of November 21, 2018 (the "Effective Date") between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company ("MGM") and GVC HOLDINGS (USA) INC., a Delaware corporation ("GVC").

A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018 and amended on August 24, 2018 by the First Amendment (as so amended, the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

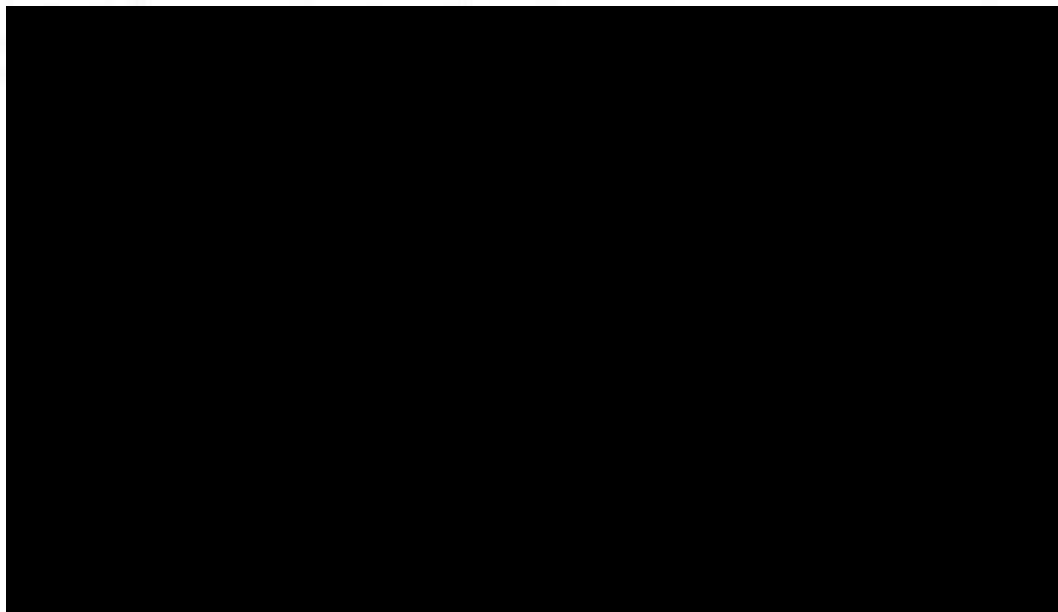
B. WHEREAS, On November ___, 2018, the Board unanimously approved amendments to the Agreement as set forth below.

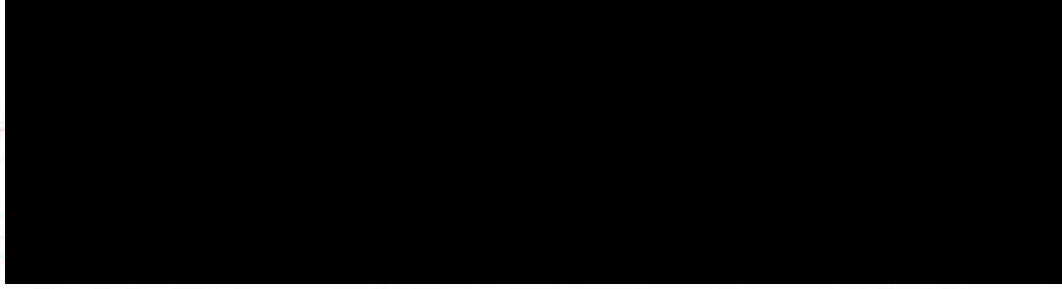
C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

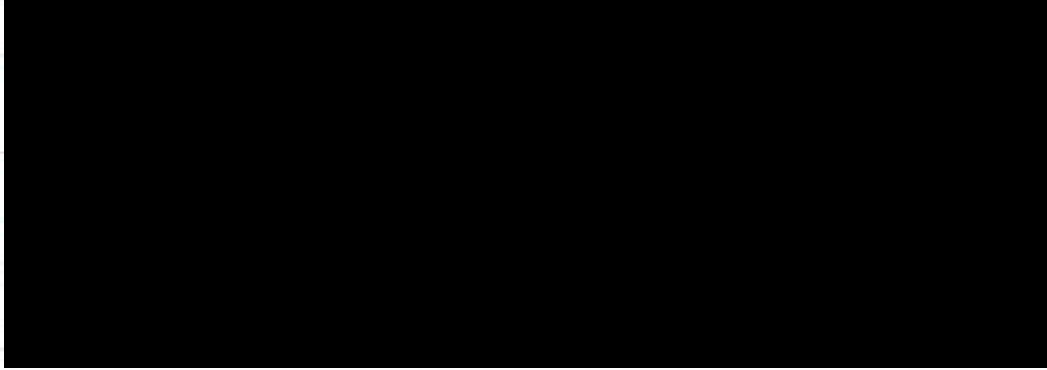
1. The Agreement (including, without limitation, with respect to Section 2.1) is hereby amended to change the name of the Company from "MGM GVC Interactive, LLC" to "Roar Digital, LLC" (the "Name Change"), effective as of the filing date of the Name Change Amendment (as defined below). The Members hereby authorize and approve any Board Member, authorized representative or officer of the Company to file a Certificate of Amendment with the Delaware Secretary of State in accordance with the provisions of the Act in order to effectuate the Name Change ("Name Change Amendment").

2. Section 2.7(a) is amended and restated as follows:





3. Section 2.12(f) is amended to add the following to the end thereof:



4. Section 5.13 of the Agreement is amended to add the following sentence to the end thereof:

“Notwithstanding the requirements and deadlines set forth in Sections 5.13 and 5.14, the Business Plan and Operating Budget for the 2019 Fiscal Year shall be delivered to the Board for review and approval as soon as commercially practicable and prior to January 1, 2019.”

5. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.

6. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.

MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 

Name: PRESCOTT W. LUMBARD

Title:

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation

By: 

Name: ROBERT H. SKINN

Title: PRESIDENT

**THIRD AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") of Roar Digital, LLC (f/k/a MGM GVC INTERACTIVE, LLC and Gameday Interactive, LLC), a Delaware limited liability company (the "Company"), is made as of May 18, 2020 (the "Effective Date") between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company ("MGM") and GVC HOLDINGS (USA) INC., a Delaware corporation ("GVC").

A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018, as amended on August 24, 2018 by the First Amendment and as further amended on November 21, 2018 by the Second Amendment (as so amended, the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. WHEREAS, effective on even date herewith, the Board unanimously approved amendments to the Agreement as set forth below.

C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

1. Section 5.2(a) is amended and restated as follows:

(a) The Board shall consist of six (6) Board Members. Subject to Section 5.2(b), the GVC Members, acting as a separate class, shall have the right to designate three (3) Board Members the ("GVC Designees") and the MGM Members, acting as a separate class, shall have the right to designate three (3) Board Members (the "MGM Designees"). The Board Members are set forth on Exhibit B. The Members may adjust the number of Board Members at any time by unanimous written consent without necessity for amendment to this Agreement. For the avoidance of doubt, pursuant to Section 5.6, any vacancy in the position of a Board Member that is created by the death, resignation or removal of a Board Member shall be filled only by an action of the GVC Members or MGM Members then entitled to designate such Board Member upon written notice to the other Member without necessity for amendment to this Agreement.

2. Section 5.2(b) is amended and restated as follows:

(b) The number of GVC Designees or MGM Designees, as applicable, will be reduced: (i) by one (1), if (and for so long as) the GVC Members or the MGM Members, as applicable, hold less than ■■■ of the Company's total Equity Interests; and (ii) to ■■■ if (and for so long as) the GVC Members or the MGM Members, as applicable, hold less than ■■■ of the Company's total Equity Interests. If the number of GVC Designees or MGM Designees, as applicable, is reduced pursuant to this Section 5.2, the total number of Board Members shall be reduced accordingly.

3. Section 5.2(e) is amended and restated as follows:

If (i) any of the GVC Designees is absent or unavailable for a meeting of the Board, then any GVC Designee present at such meeting shall be permitted to cast the vote of the absent GVC Designee(s) and (ii) any of the MGM Designees is absent or unavailable for a meeting of the Board, then any MGM Designee present at such meeting shall be permitted to cast the vote of the absent MGM Designee(s). Furthermore, if (x) any of the GVC Designee positions remains vacant at the time of a meeting of the Board, then any GVC Designee present at such meeting shall be permitted to cast the vote of such vacancy(ies) and (y) any of the MGM Designee positions remains vacant at the time of a meeting of the Board, then any MGM Designee present at such meeting shall be permitted to cast the vote of such vacancy(ies).

4. Section 5.3(b) is amended and restated as follows:

(b) The Board may establish such compensation, audit and any other committee of the Board as it may deem appropriate and delegate such authority of the Board to such committee as the Board may deem appropriate from time to time. Each committee shall have at least one (1) GVC Designee and one (1) MGM Designee, and each committee shall have, subject to Section 5.2(b), an equal number of GVC Designees and MGM Designees. The notice and quorum requirements for meetings of the Board shall apply to each committee mutatis mutandis, except to the extent additional provisions relating to such are explicitly set forth herein or otherwise determined by the Board with respect to such committee.

5. Exhibit B to the Agreement is amended and restated as set forth below:

GVC Designees
Kenneth Alexander
Lee Feldman
Shay Segev

MGM Designees
George Kliavkoff
Keith Meister
Atif Rafiq

6. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any Party may have, all of which are expressly reserved.

7. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.

8. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.


MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 
Name: Andrew Hagopian III
Title: Assistant Secretary

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation


By: _____
Name: Robert Hoskin
Title: Director

[Third Amendment to A&R LLC Agreement of Roar Digital]

**FOURTH AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Fourth Amendment") of ROAR DIGITAL, LLC, a Delaware limited liability company (the "Company") is made as of July 30, 2020 (the "Effective Date") between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company ("MGM") and GVC HOLDINGS (USA) INC., a Delaware corporation ("GVC").

A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018, as amended on August 24, 2018 by the First Amendment, as further amended on November 21, 2018 by the Second Amendment and as further amended on May 18, 2020 by the Third Amendment (as so amended, the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. WHEREAS, on the date hereof, the Board unanimously approved amendments to the Agreement as set forth below.

C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth in this Fourth Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Fourth Amendment, MGM and GVC do hereby agree as follows:

1. The Agreement (including, without limitation, with respect to Section 2.1) is hereby amended to change the name of the Company from "Roar Digital, LLC" to "BetMGM, LLC" (the "Name Change"), effective as of the filing date of the Name Change Amendment (as defined below). The Members hereby authorize and approve any Board Member, authorized representative or officer of the Company to file a Certificate of Amendment with the Delaware Secretary of State in accordance with the provisions of the Act in order to effectuate the Name Change ("Name Change Amendment").

2. This Fourth Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Fourth Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Fourth Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.

3. The parties hereto agree that all the remaining terms of the Agreement not amended by this Fourth Amendment shall remain in full force and effect.

{Signatures appear on the following page}

IN WITNESS WHEREOF, this Fourth Amendment has been executed by MGM and GVC as of the Effective Date.


MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 
Name: *GEORGE T. KLIDOROFF*
Title: *PRESIDENT*

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation

By: 
Name: Shay Segev
Title: Director, CFO & Treasurer

**FIFTH AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Amendment”) of BetMGM, LLC (f/k/a Roar Digital, LLC), a Delaware limited liability company (the “Company”), is made as of December 8, 2020 (the “Effective Date”) between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company (“MGM”) and GVC HOLDINGS (USA) INC., a Delaware corporation (“GVC”).

A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018, as amended on August 24, 2018 by the First Amendment, as further amended on November 21, 2018 by the Second Amendment, as further amended on May 18, 2020 by the Third Amendment and as further amended on July 30, 2020 by the Fourth Amendment (as so amended, the “Agreement”). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. WHEREAS, on even date herewith, the Board unanimously approved amendments to the Agreement as set forth below.

C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

1. Section 6.8 is hereby added in its entirety as follows:

Section 6.8 Third Party Beneficiaries. The Company agrees that the Indemnitees are express third party beneficiaries of the terms of this Article VI.

2. Section 12.6 is hereby amended and restated in its entirety as follows:

Section 12.6 Parties in Interest. Except as expressly provided in Section 6.5 and Section 6.8, nothing in this Agreement, express or implied, shall entitle any Person other than the Members or their respective successors and permitted assigns to any claim, cause of action, remedy or right of any kind.

3. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any party may have, all of which are expressly reserved.

4. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.


5. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.


MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 
Name: George Kliavkoff
Title: Authorized Representative

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation

By: 
Name: Robert Hoskin
Title: Director

[Fifth Amendment to A&R LLC Agreement of BetMGM]

**SIXTH AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") of BetMGM, LLC (f/k/a Roar Digital, LLC), a Delaware limited liability company (the "Company"), is made as of June 9, 2021 (the "Effective Date") between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company ("MGM") and GVC HOLDINGS (USA) INC., a Delaware corporation ("GVC").

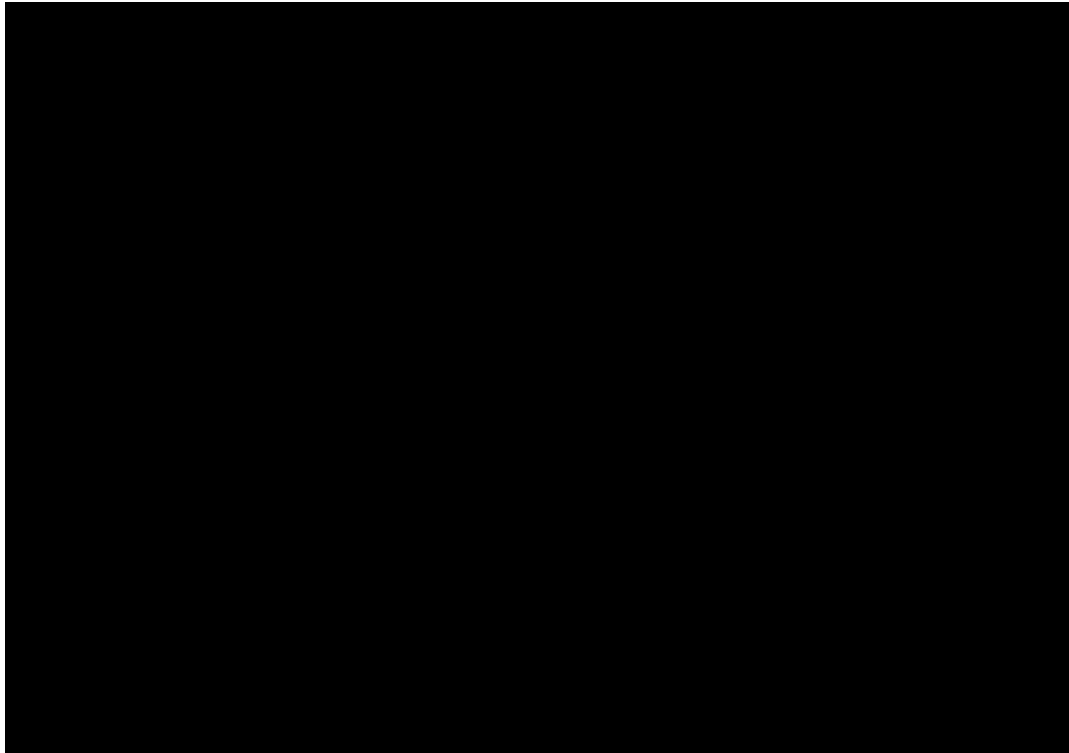
A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018, as amended on August 24, 2018 by the First Amendment, as further amended on November 21, 2018 by the Second Amendment, as further amended on May 18, 2020 by the Third Amendment, as further amended on July 30, 2020 by the Fourth Amendment and as further amended on December 8, 2020 by the Fifth Amendment (as so amended, the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. WHEREAS, on even date herewith, the Board unanimously approved amendments to the Agreement as set forth below.

C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth in this Amendment.

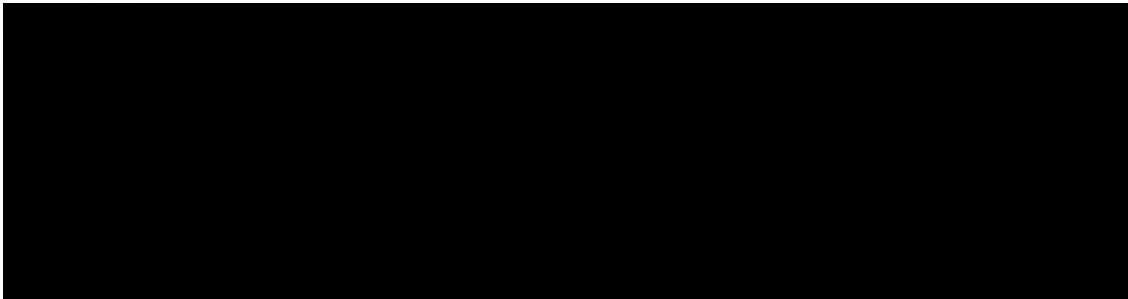
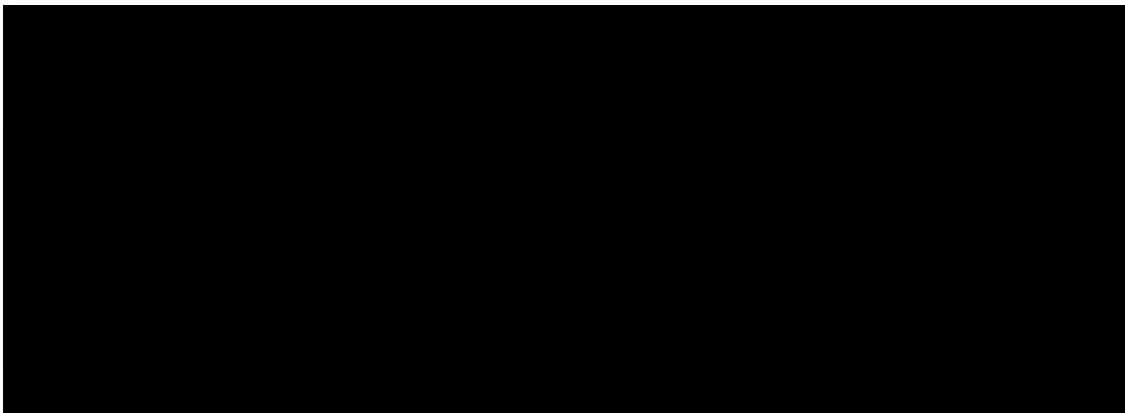
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

1. Section 2.7(a) is amended and restated as follows:





2. Section 2.8(a) and the definition for [REDACTED] are amended to replace [REDACTED]
[REDACTED] The following new definitions shall be added to the Agreement as follows:



4. Section 11.2(c) is amended to replace the words “the Commercial Arbitration Rules of the American Arbitration Association” with “the Comprehensive Arbitration Rules and Procedures of JAMS”.

5. Section 12.8 is amended to add clause (c) thereto as follows:

(c) The terms of this Section 12.8 (other than Section 12.8(a)(v)) shall govern and apply to information shared by a Member to the other Member or to the Company, *mutatis mutandis*.

6. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any Party may have, all of which are expressly reserved.

7. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.


8. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.


MGM:

MGM SPORTS & INTERACTIVE GAMING, LLC,
a Delaware limited liability company

By: 
Name: Jessica Cunningham
Title: Assistant Secretary

GVC:

GVC HOLDINGS (USA) INC.,
a Delaware corporation

By: 
Name: Robert Hoskin
Title: Director

[Sixth Amendment to A&R LLC Agreement of BetMGM]

**SEVENTH AMENDMENT
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Amendment”) of BetMGM, LLC (f/k/a Roar Digital, LLC), a Delaware limited liability company (the “Company”), is made as of April 26, 2022 (the “Effective Date”) between MGM SPORTS & INTERACTIVE GAMING, LLC, a Delaware limited liability company (“MGM”) and GVC HOLDINGS (USA) INC., a Delaware corporation (“GVC”)

- A. WHEREAS, MGM and GVC entered into that certain Amended and Restated Limited Liability Company Agreement of the Company on July 30, 2018, as amended on August 24, 2018 by the First Amendment, as further amended on November 21, 2018 by the Second Amendment, as further amended on May 18, 2020 by the Third Amendment, as further amended on July 30, 2020 by the Fourth Amendment, as further amended on December 8, 2020 by the Fifth Amendment and as further amended on June 9, 2021 by the Sixth Amendment (as so amended, the “Agreement”). Capitalized terms used but not defined herein shall have their meaning as set forth in the Agreement.
- B. WHEREAS, on April 20, 2022, the Board unanimously approved amendments to the Agreement as set forth below.
- C. WHEREAS, MGM and GVC desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, MGM and GVC do hereby agree as follows:

- 1. Section 5.1(c)(i) shall be amended and restated as follows:

[REDACTED]

- 2. Section 5.1(c)(vii) shall be amended and restated as follows:

[REDACTED]

- 3. Section 5.1(c)(xi) shall be amended and restated as follows:

[REDACTED]

4. Section 5.1(c)(xxiv) shall be amended and restated as follows:

[REDACTED]

5. Section 5.1(c)(xxv) shall be amended and restated as follows:

[REDACTED]

6. Section 5.1(d) shall be amended and restated as follows:

[REDACTED]

7. Section 5.1(e) shall be amended to add the following sentence at the end of the provision:

[REDACTED]

8. A new Section 5.1(f) shall be added to the Agreement as follows:

[REDACTED]

9. The following new definitions shall be added to Appendix I of the Agreement as follows:

- [Redacted]
10. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any Party may have, all of which are expressly reserved.
 11. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the party so executing and returning such counterpart. This Amendment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party.
 12. The parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by MGM and GVC as of the Effective Date.

MGM SPORTS & INTERACTIVE GAMING, LLC

By: [REDACTED]
Name: John McManus
Title: Secretary

GVC HOLDINGS (USA) INC

By: [REDACTED]
Name: ROBERT HOSKIN
Title: Chief Governance Officer

Execution Version

OMNIBUS SERVICES AND LICENSE AGREEMENT

This OMNIBUS SERVICES AND LICENSE AGREEMENT (this “Agreement”) is entered into as of July 30, 2018, by and between (i) on the one hand, Gameday Interactive, LLC, a Delaware limited liability company (the “Company”), and (ii) on the other hand, MGM Resorts International Operations, Inc., a Nevada corporation (“MGM Operations”), MGM RESORTS INTERNATIONAL, a Delaware corporation (“MGM”) and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (“Marina” and together with MGM Operations and MGM, individually hereinafter referred to as a “Provider” and collectively referred to as the “Providers”). The Company and the Providers are sometimes together referred to herein as the “Parties” and each is individually referred to as a “Party.”

RECITALS

WHEREAS, the Company is a newly formed entity that will engage in the Business (as defined in the Amended and Restated Limited Liability Company Agreement of the Company, dated as of the date hereof (the “Operating Agreement”)) in the United States. Capitalized terms used but not otherwise defined herein shall have the meanings for such terms set forth in the Operating Agreement;

WHEREAS, the Company wishes to [REDACTED]
[REDACTED] in connection with the Company’s operation of the Business, in each case, in the manner and pursuant to terms and conditions set forth herein;

WHEREAS, [REDACTED]
[REDACTED] in each case, to the Company in the manner and pursuant to terms and conditions set forth herein; and

WHEREAS, concurrently herewith, [REDACTED]
[REDACTED]

NOW, THEREFORE, in consideration of the promises, payment obligations, and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**ARTICLE 1
SERVICES**

Section 1.1 Services. MGM Operations shall provide or cause to be provided (including by procuring that an Affiliate provide, if applicable) certain services to the Company as further set forth in the Services Agreement, substantially in the form attached hereto as Exhibit A (the “Services Agreement”).

ARTICLE 2

Section 2.1

ARTICLE 3
FEEES

Section 3.1 Fees.

[REDACTED]

Section 3.2 Withholding Taxes. All payments by the Company under this Agreement shall be made without any deduction or withholding of tax, except as required by law. If any such deduction or withholding of tax is required by law, the Company shall account for that tax and make such filings as may be required to the relevant tax authority within the statutory deadlines. Notwithstanding the foregoing, the Company shall not deduct or withhold any amounts on account of U.S. federal withholding tax if each Provider has provided the Company with an Internal Revenue Service Form W-9 or with an Internal Revenue Service Form W-8 claiming a complete exemption from U.S. federal withholding tax in respect of royalties, except as required by law. The Parties shall use their reasonable efforts to cooperate in good faith to mitigate the amount of any such deduction or withholding.

Section 3.3 Disputed Fees.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 4
AUDIT**

Section 4.1 Audit.

(a) During the Term, and for a period of six (6) months thereafter, the Company grants to the Providers, and the Providers grant to the Company, the right to audit the such other Party's books, records, documents and agreements which are related to this Agreement and the Ancillary Agreements on no less than thirty (30) calendar days' written notice, solely to the extent reasonably necessary to confirm that the Payments payable hereunder (including the Company's calculation of the Net Gaming Revenues) have been properly calculated and for no other purpose. The Company and each Provider may exercise this right once per year, commencing from the beginning of the Term.

(b) The audit rights set out in this Section 4.1 shall be subject to the following provisions:

(i) each Party conducting such audit shall, subject to Section 4.1(c) below, bear all costs associated in connection with the audit;

(ii) the auditing Party shall conduct its audit in such manner so as to cause minimum business disruptions to the audited Party; and

(iii) all third parties engaged in connection with the audit shall (i) to the extent set forth in the applicable Ancillary Agreement, enter into no less onerous confidentiality obligations with the Party being audited than those set forth therein, or (ii) enter into a customary confidentiality agreement on such terms as reasonably agreed to by the Parties.

(c) If any audit carried out in accordance with the provisions of this Article 4 reveals an overpayment to the Providers, or with respect to the Fee, an underpayment to the Providers, of five percent (5%) or more of the monies that were properly due to the Providers during the audited period, then such auditing Party's reasonable and documented costs of such audit shall be payable by the Party being audited together with all outstanding payments properly due.

ARTICLE 5 TERM

Section 5.1 Term. [REDACTED]

ARTICLE 6 MISCELLANEOUS

Section 6.1 Further Cooperation. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby.

Section 6.2 Assignment. No Party may assign this Agreement or any of the Ancillary Agreements or otherwise assign or dispose of all or any portion of its right, title, or interest herein and therein to any person without the prior written consent of the other Party, which consent may be given or withheld in such other Party's sole and absolute discretion. Any assignment in violation of this section shall be void. Subject to the foregoing, this Agreement and each of the Ancillary Agreements shall be binding upon and shall inure to the benefit of the Parties, and each of their respective successors and permitted assigns.

Section 6.3 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement or any of the Ancillary Agreements shall be in writing and shall be deemed to have been delivered, given, and received for all purposes if delivered in accordance with Section 12.2 of the Operating Agreement.

Section 6.4 Dispute Resolution. Except as otherwise provided in this Agreement, in the event any disagreement, dispute, or claim (collectively, a "Dispute") arises between the Parties with respect to the enforcement or interpretation of any term or provision of this Agreement or any of the Ancillary Agreements, such Dispute shall be resolved in accordance with Section 11.2 of the Operating Agreement, *mutatis mutandis*.

Section 6.5 Governing Law. This Agreement and each of the Ancillary Agreements shall be construed in accordance with and governed by the laws of the State of Delaware.

Section 6.6 Section Headings. Section and other headings contained in this Agreement or any of the Ancillary Agreements are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or the applicable Ancillary Agreement or any provision hereof or thereof.

Section 6.7 Entire Agreement. This Agreement, together with the Operating Agreement and the Ancillary Agreements, constitute the entire agreement and understanding

between the Parties and supersedes all prior agreements and understandings, whether written or oral, regarding the subject matter hereof. In the event of any conflict between this Agreement and any Ancillary Agreement, the terms of the Ancillary Agreement shall govern but solely with respect to such Ancillary Agreement.

Section 6.8 Amendments. This Agreement and each Ancillary Agreement may be amended, supplemented or restated only by an instrument in writing executed by all of the Parties that are a party thereto.

Section 6.9 Waivers; Right Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement or any Ancillary Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement or any Ancillary Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement and each Ancillary Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 6.10 Construction. Every covenant, term, and provision of this Agreement and each of the Ancillary Agreements shall be construed and interpreted simply according to its fair meaning and shall not be construed or interpreted for or against any Party that drafted or caused its legal representative to draft such covenant, term, or provision.

Section 6.11 Force Majeure. Neither Party shall be held liable or responsible for delay or failure to perform its obligations under this Agreement or any Ancillary Agreement occasioned by force majeure or any cause reasonably beyond its control, including, without limitation, civil disturbance, fire, flood, earthquake, windstorm, unusually severe weather, act of labor trouble, lack of or inability to obtain raw materials, transportation, labor, fuel or supplies or governmental laws, acts, regulations, embargoes, or orders (whether or not such later proves to be invalid).

Section 6.12 Parties in Interest. Nothing in this Agreement or any Ancillary Agreement, express or implied, shall entitle any Person other than the Parties or their respective Affiliates, successors and permitted assigns to any claim, cause of action, remedy or right of any kind.

Section 6.13 Severability. If any term or other provision of this Agreement or any of the Ancillary Agreements is invalid, illegal or incapable of being enforced by any rule of Law, all other conditions and provisions of this Agreement or the applicable Ancillary Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced,

the Parties shall negotiate in good faith to modify this Agreement or the applicable Ancillary Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 6.14 Counterparts. This Agreement and each Ancillary Agreement may be executed in any number of counterparts and delivered by electronic transmission by facsimile or in portable document format, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

MGM RESORTS INTERNATIONAL

By:



Name: Daniel J. D'Arrigo

Title: Executive Vice President & CFO

MARINA DISTRICT DEVELOPMENT COMPANY, LLC

By:



Name: Daniel J. D'Arrigo

Title: Executive Vice President of Finance

MGM RESORTS INTERNATIONAL OPERATIONS, INC.

By:


Name: Daniel J. D'Arrigo

Title: Executive Vice President of Finance & CFO

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By:


Name: Daniel J. D'Arrigo
Title: Chief Financial Officer

By: GVC HOLDINGS (USA) INC., a Member

By:

Name: Robert Hoskin
Title: President and Secretary

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By: _____
Name:
Title:

By: GVC HOLDINGS (USA) INC., a Member


By: 
Name: Robert Hoskin
Title: President and Secretary

EXHIBIT A

Services Agreement

Execution Version

**SERVICES AGREEMENT
FOR
GAMEDAY INTERACTIVE, LLC**

This SERVICES AGREEMENT (this “Agreement”) is entered into as of July 30, 2018 (the “Effective Date”), by and between Gameday Interactive, LLC, a Delaware limited liability company (the “Company”), and MGM Resorts International Operations, Inc., a Nevada corporation (the “Provider”). The Company and the Provider are sometimes together referred to herein as the “Parties” and each is individually referred to as a “Party.”

RECITALS

WHEREAS, the Company is a newly formed entity that will engage in the Business (as defined in the Amended and Restated Limited Liability Company Agreement of the Company, dated as of the Effective Date (the “Operating Agreement”)) in the United States. Capitalized terms used but not defined herein shall have the meanings set forth in the Operating Agreement;

WHEREAS, as of the date hereof, [REDACTED]

[REDACTED] the membership interests in the Company;

WHEREAS, [REDACTED]

WHEREAS, the Company wishes to [REDACTED]

for a period of time following the date hereof, in the manner and pursuant to terms and conditions set forth herein; and

WHEREAS, the Provider desires to provide or cause to be provided such services in the manner and pursuant to terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, payment obligations, and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1
SERVICES**

Section 1.1 Services. During the Term (as defined below), the Provider shall provide or cause to be provided to the Company the services described on Schedule A, Schedule B, Schedule C and Schedule D hereto (collectively, the “Schedules”), as each may be amended by mutual written consent of the Parties from time to time (each, a “Service”, and, collectively, the “Services”), in each case, in accordance with the terms and conditions of this Agreement (including the Schedules). The Parties acknowledge that the Services may change in nature in scope during

the Term, and the Parties agree to cooperate and negotiate in good faith to update the Schedules from time to time as the Parties mutually deem necessary to reflect such changes.

Section 1.2 Scope of Services.

(a) Each Party shall appoint a representative to act as the primary contact with respect to the provision of Services hereunder (each such person, a “Service Manager”). Such points of contact shall be the points of contact with respect to any matters related to the day-to-day provision of the Services and any changes in the scope and nature of the Services pursuant to Section 1.1, including attempting to resolve any issues or conflicts that may arise during the performance of the Services and negotiating and implementing any amendments, supplements and updates to the Schedules. The Service Managers shall meet, either in person or telephonically, on a monthly basis or as otherwise mutually determined by the Service Managers to discuss the status of the Services, the nature and scope of the Services (and any changes thereto), and to manage any open issues related to this Agreement and performance hereunder.

(b) If the scope or nature of any Services is increased or otherwise revised upon the mutual consent of the Parties, then the Parties shall make equitable and appropriate revisions to the Schedules, as applicable.

Section 1.3 Third Parties. The Provider may, in its discretion, retain any of its Affiliates or one or more third parties to provide any or all of the Services hereunder; provided, that, with respect to any third party, the Provider shall use the same degree of care in selecting such third party as it would if such third party was being retained to provide similar services to the Provider. The Provider shall in all cases retain responsibility for the provision of its provided Services to be performed by any Affiliate or third party. The Provider shall remain liable for any and all acts or omissions of its Affiliates and other third parties engaged by the Provider to provide Services, and the Provider shall be liable for any breach of this Agreement by its Affiliates and such third parties as if the breach were performed by the Provider directly.

Section 1.4 Performance of Services. The Provider will perform the Services, or cause the Services to be performed, in a timely, professional, efficient, and workmanlike manner and in accordance with the terms of this Agreement (including the applicable schedules hereto, as they may be amended, supplemented or otherwise modified by the Parties in accordance with Section 1.1). Notwithstanding anything to the contrary herein, neither the Provider or any of its Affiliates nor any third party retained to provide Services hereunder shall have any liability to the Company or any of its Members with respect to its performance of, or any act or omission by such Provider, Affiliate or third party with respect to, any of the Services set forth on Schedule A hereto (the “Administrative Services”), and the Company’s sole remedy due to a failure of the Provider to render any Administrative Services as and when required under this Agreement shall be to terminate the provision thereof.

Section 1.5 Independent Contractor. Each Party shall act under this Agreement solely as an independent contractor. Nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture or principal/agent relationship between a Party or any of its Affiliates or its respective directors, officers or employees, on the one hand, and the other Party or any of its Affiliates or their respective directors, officers or employees, on the other hand.

Section 1.6 Employees. Each employee of the Provider or any of its Affiliates shall (a) be deemed for all purposes to be an employee of the Provider or such Affiliate and not an employee of the Company and (b) be under the direction, control and supervision of the Provider or such Affiliate, and the Provider or such Affiliate shall have the sole right to exercise all authority with respect to the employment (including termination of employment) and assignment of such employee and shall have the sole responsibility to pay for all personnel and other related expenses, including salary or wages, of such employee and payroll tax and other tax obligations and withholdings relating thereto.

**ARTICLE 2
PAYMENT FOR SERVICES AND COSTS**

Section 2.1 Charges for Services. In consideration of the Services set forth on Schedule B ([REDACTED]) and Schedule D, [REDACTED]

[REDACTED] In consideration of the Services set forth on Schedule C, the Company shall pay to the Provider, or to such account or accounts as the Provider shall designate, such amounts as are calculated in accordance with, and at such times as are set forth on, Schedule C. For the avoidance of doubt, the Parties agree that any fees and other amounts payable under the Omnibus Agreement will be governed by the terms and conditions of such agreement, and a removal or termination of any Service or the termination of this Agreement will not impact amounts payable under the Omnibus Agreement.

Section 2.2 Costs.

(a) [REDACTED]

[REDACTED] Provider shall, within thirty (30) days after the end of each calendar month, send the Company an invoice for all Costs with respect to the Services provided by Provider during such calendar month. All amounts set forth in each invoice which are not disputed in good faith shall be automatically payable by electronic transfer by the Company within the thirty (30) days of the Company's receipt of such invoice to a bank account designated by the Provider. The Parties shall cooperate in good faith to make arrangements for such electronic funds transfer. For the avoidance of doubt, any new, additional or incremental Services as may be set forth on the Schedules from time to time in accordance with this Agreement shall not be subject

to any fees other than the fees set forth in the Omnibus Agreement and Costs, if any, with respect to such Services, unless otherwise agreed to by the Parties in the Schedules.

(b) In connection with the Services set forth on Schedule B, Schedule C and Schedule D, the Company shall reimburse the Provider for such amounts and at such times, and in all cases in accordance with the terms and conditions, set forth on such schedule.

Section 2.3 Dispute Over Costs. The Company may dispute any Costs invoiced by the Provider pursuant to the terms of the Omnibus Agreement. No payment by the Company or acceptance of payment by the Provider shall prejudice the right of such Party to question the correctness of any invoice or payment for Costs.

Section 2.4 Late Payment Charge.

(a) Amount. 

(b) Timing. Late payment charges shall not be levied on disputed Cost amounts until resolution of such dispute. If the claim is resolved in the Provider's favor, the Company shall pay the late payment charges on any amount resolved in the Provider's favor and not previously paid by the Company from the date such payment was due. If the claim is resolved in the Company's favor and the Company has already paid the amount in dispute, the Provider shall pay interest on the excess amounts already paid to the Provider from the date of such payment using the interest rate set forth in Section 2.4(a).

(c) Exceptions. Late payment charges shall not be applied to late payments directly caused by bank or third-party errors, as shown by reasonable evidence presented by the Company; rather, any such discrepancy shall be resolved by the banks or third parties involved. In such event, the Parties shall jointly notify the banks or third parties involved and coordinate resolution thereof.

(d) Billing. Any late payment charges incurred pursuant to Section 2.4 shall be paid together with the Company's next payment for Costs in respect of Services pursuant to Section 2.2, but shall be excluded in calculating new late payment charges.

Section 2.5 Withholding. All payments by the Company under this Agreement shall be made without any deduction or withholding of tax, except as required by law. If any such deduction or withholding of tax is required by law, the Company shall account for that tax and make such filings as may be required to the relevant tax authority within the statutory deadlines. Notwithstanding the foregoing, the Company shall not deduct or withhold any amounts on account of U.S. federal withholding tax if each Provider has provided the Company with an Internal Revenue Service Form W-9 or with an Internal Revenue Service Form W-8 claiming a complete exemption from U.S. federal withholding tax in respect of royalties, except as required by law.

The Parties shall use their reasonable efforts to cooperate in good faith to mitigate the amount of any such deduction or withholding.

ARTICLE 3 TERM/TERMINATION

Section 3.1 Term. [REDACTED]

Section 3.2 Partial Termination. Any Service (or part thereof) under this Section 3.2 may be terminated (i) by mutual written consent of the Parties, or (ii) with respect to any Service set forth on Schedule A, [REDACTED]

[REDACTED] Notwithstanding anything to the contrary in this Section 3.2, and for the avoidance of doubt, the termination of any Service (or part thereof) shall not affect the validity or enforceability of this Agreement (or the requirement to continue to provide the Services hereunder) with respect to Provider or the Company. Upon any termination of this Agreement or termination of the provision of any Service hereunder, the Company shall remain liable for all amounts payable under this Agreement or with respect to such terminated Service, as the case may be, up to the date of such termination.

Section 3.3. Sections 1.5, 1.6, 2, 3.3, 4, and 5 shall survive any expiration or termination of this Agreement.

ARTICLE 4 INDEMNIFICATION

Section 4.1 General. Subject to the limitations set forth in Section 4.4, each Party (the “Indemnitor”) shall defend, indemnify and hold harmless the other Party and its directors, officers, agents, employees, representatives, successors, assigns, shareholders, and affiliates (each, an “Indemnitee”) from and against any loss, liability, damage, or claim, including reasonable attorney’s fees, incurred by such Indemnitee in connection with any claim, action, suit, or proceeding brought by a third party against such Indemnitee arising from the Indemnitor’s breach of the terms of this Agreement.

Section 4.2 Procedures. In each instance in which indemnity is claimed hereunder, the Indemnitee shall give prompt written notice to the Indemnitor of any claim, action, or proceeding in respect of which indemnity is claimed, together with photocopies of any and all letters, pleadings, or other documents in the Indemnitee’s possession which are alleged to form the material basis of any such claim or action; provided, that, the failure to provide such notice in a timely fashion shall not affect the Indemnitor’s obligations hereunder except and only to the extent that any delay in providing such notice results in actual prejudice to the Indemnitor. In any case, the Indemnitee shall cooperate with the Indemnitor in the defense of any such claim or action to the extent that the Indemnitor and Indemnitee are not adverse parties or have adverse interests therein. The Indemnitor shall have the right to control the defense of any such claim or action by

counsel of the Indemnitor's choice, at the Indemnitor's sole cost and expense. To the extent that the Indemnitor and Indemnitee may be adverse parties or may have adverse interests therein, the Indemnitee shall have the right to participate in the defense of any such claim or action with separate counsel of the Indemnitee's choice, at the Indemnitor's sole cost and expense, which choice of counsel shall be subject to the Indemnitor's reasonable consent. The Indemnitor shall not agree to any settlement of any claim, action or proceeding or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Indemnitee from all liability with respect thereto, that imposes any liability or obligation on the Indemnitee or that acknowledges fault by the Indemnitee without the prior written consent of the Indemnitee.

Section 4.3 Except as set forth in Section 1.4, the Provider makes no guarantee, representation, or warranty of any kind regarding any Services provided hereunder, and expressly disclaims all other guarantees, representations, and warranties of any nature whatsoever, whether statutory, oral, written, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and any warranties arising from course of dealing or usage of trade.

Section 4.4 Limitation of Liability. Neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential damages of any kind whatsoever, except (in each case subject to Section 1.4): (a) to the extent payable with respect to indemnity obligations for third party claims or (b) in the event of either Party's willful misconduct or intentional breach of this Agreement.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Omnibus Agreement. This Agreement shall be subject to the terms of the Omnibus Agreement; provided, that in the event of any conflict between this Agreement and the Omnibus Agreement, the terms of this Agreement shall govern.

Section 5.2 Entire Agreement. This Agreement, together with the Schedules and the Omnibus Agreement, collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to such subject matter of this Agreement. There are no warranties, representations or other agreements among the Parties relating to the subject matter of this Agreement except as specifically set forth in this Agreement, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statements of intention not so set forth.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

MGM RESORTS INTERNATIONAL OPERATIONS, INC.

By: _____
Name:
Title:

GAMEDAY INTERACTIVE LLC

By: _____
Name:
Title:

SCHEDULE B

[REDACTED]

Overall Principles

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Principles of Allocation

- [REDACTED]
- [REDACTED]
- [REDACTED]

EXHIBIT A

Bellagio
Circus Circus Las Vegas
Borgata¹
Excalibur
Luxor
Mandalay Bay
MGM Grand
Mirage
Park MGM
NYNY

¹ [REDACTED]

EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

Aria Sports Book:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

New Jersey:

[REDACTED]

SCHEDULE C

[REDACTED]

Overall Principles

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

SCHEDULE D

[REDACTED]

Overall Principles

•

[REDACTED]

|

[REDACTED]

|

[REDACTED]

EXHIBIT B



[REDACTED]

[REDACTED] is entered into as of July 29, 2018 (“Effective Date”), by and between MGM RESORTS INTERNATIONAL, a Delaware corporation (“MGM”), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (“Marina” and together with MGM, “Licensors”), on the one hand, and Gameday Interactive, LLC, a Delaware limited liability company (“Licensee”), on the other hand. (The Licensors and Licensee shall be collectively referred to as the “Parties” and each individually a “Party” or “party”).

Recitals

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meaning ascribed to them in this section. Capitalized terms used but not otherwise defined herein shall have the meanings set forth for such terms in the Omnibus Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Grant of Rights.

[REDACTED]

[REDACTED]

3. Reservation of Rights.

[REDACTED]

4. Limitations on and Requirements for Usage of the Licensed Marks.

a. Non-Licensed Goods and Services.

[REDACTED]

b. Registration and Use of Names.

[REDACTED]

c. Compliance with Style Guide.

[REDACTED]

d. Approval of Usage of Licensed Marks.

[REDACTED]

e. Nominative Use.

[REDACTED]

[REDACTED]

f. Use of Competitor Marks.

[REDACTED]

5. Changes in the Licensed Marks and Licensed Services.

[REDACTED]

6. Royalty.

[REDACTED]

7. Licensee Acknowledgements.

a. Licensor's Ownership.

[REDACTED]

b. Impairment.

[REDACTED]

[REDACTED]

c. Maintenance. [REDACTED]

8. **Quality Control and Audits.**

a. Acknowledgement. [REDACTED]

b. Audits. [REDACTED]

b. Deficiencies. [REDACTED]

9. **Approvals.** [REDACTED]

10. Maintenance; Enforcement.

a. Maintenance of the Licensed Marks.

[REDACTED]

b. Notification and Commencement.

[REDACTED]

c. Cooperation.

[REDACTED]

d. Settlement.

[REDACTED]

e. Costs and Fees; Recovery.

[REDACTED]

11. Sublicensing.

[REDACTED]

[REDACTED]

12. Warranties and Representations.

a. By Licensor.

[REDACTED]

b. By Licensee.

[REDACTED]

c. Mutual Warranties and Representations. Each Party hereby

[REDACTED]

d. Disclaimer.

[REDACTED]

13. Indemnification.

a. By Licensor.

[REDACTED]

[REDACTED]

b. By Licensee.

[REDACTED]

c. Notice of Claim.

[REDACTED]

14. Term and Termination.

a. Term.

[REDACTED]

b. Effect of Termination.

[REDACTED]

[REDACTED]

c. Survival. [REDACTED]

15. Miscellaneous.

a. Omnibus Agreement. This Agreement shall be subject to the terms of the Omnibus Agreement; provided, that in the event of any conflict between this Agreement and the Omnibus Agreement, the terms of this Agreement shall govern.

b. Entire Agreement. This Agreement, Schedule A and the Omnibus Agreement, collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to such subject matter of this Agreement. There are no warranties, representations or other agreements among the Parties relating to the subject matter of this Agreement except as specifically set forth in this Agreement, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statements of intention not so set forth.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

Licensor:
MGM RESORTS INTERNATIONAL

Licensee:
GAMEDAY INTERACTIVE, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Dated: July [], 2018

Dated: July [], 2018

Licensor:
MARINA DISTRICT DEVELOPMENT
COMPANY, LLC

By: _____

Name: _____

Its: _____

Dated: July [], 2018

SCHEDULE A
Licensed Marks



in each case, including any of the applicable Licensor's stylized and logo versions, and the U.S. registered marks set forth below:

Owner/Licensor	Trademark	Relevant Services/International Class(es)	U.S. Reg. No.
[Redacted content]			

Execution Version

**SERVICES AGREEMENT
FOR
GAMEDAY INTERACTIVE, LLC**

This SERVICES AGREEMENT (this “Agreement”) is entered into as of July 30, 2018 (the “Effective Date”), by and between Gameday Interactive, LLC, a Delaware limited liability company (the “Company”), and MGM Resorts International Operations, Inc., a Nevada corporation (the “Provider”). The Company and the Provider are sometimes together referred to herein as the “Parties” and each is individually referred to as a “Party.”

RECITALS

WHEREAS, the Company is a newly formed entity that will engage in the Business (as defined in the Amended and Restated Limited Liability Company Agreement of the Company, dated as of the Effective Date (the “Operating Agreement”)) in the United States. Capitalized terms used but not defined herein shall have the meanings set forth in the Operating Agreement;

WHEREAS, as of the date hereof, [REDACTED];

WHEREAS, [REDACTED];

WHEREAS, the Company wishes [REDACTED];

[REDACTED], in the manner and pursuant to terms and conditions set forth herein; and

WHEREAS, the Provider desires [REDACTED]

in the manner and pursuant to terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, payment obligations, and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1
SERVICES**

Section 1.1 Services. During the Term (as defined below), the Provider shall provide or cause to be provided to the Company the services described on Schedule A, Schedule B, Schedule C and Schedule D hereto (collectively, the “Schedules”), as each may be amended by mutual written consent of the Parties from time to time (each, a “Service”, and, collectively, the “Services”), in each case, in accordance with the terms and conditions of this Agreement (including the Schedules). The Parties acknowledge that the Services may change in nature in scope during

the Term, and the Parties agree to cooperate and negotiate in good faith to update the Schedules from time to time as the Parties mutually deem necessary to reflect such changes.

Section 1.2 Scope of Services.

(a) Each Party shall appoint a representative to act as the primary contact with respect to the provision of Services hereunder (each such person, a “Service Manager”). Such points of contact shall be the points of contact with respect to any matters related to the day-to-day provision of the Services and any changes in the scope and nature of the Services pursuant to Section 1.1, including attempting to resolve any issues or conflicts that may arise during the performance of the Services and negotiating and implementing any amendments, supplements and updates to the Schedules. The Service Managers shall meet, either in person or telephonically, on a monthly basis or as otherwise mutually determined by the Service Managers to discuss the status of the Services, the nature and scope of the Services (and any changes thereto), and to manage any open issues related to this Agreement and performance hereunder.

(b) If the scope or nature of any Services is increased or otherwise revised upon the mutual consent of the Parties, then the Parties shall make equitable and appropriate revisions to the Schedules, as applicable.

Section 1.3 Third Parties.

[REDACTED]

Section 1.4 Performance of Services.

[REDACTED]

Section 1.5 Independent Contractor.

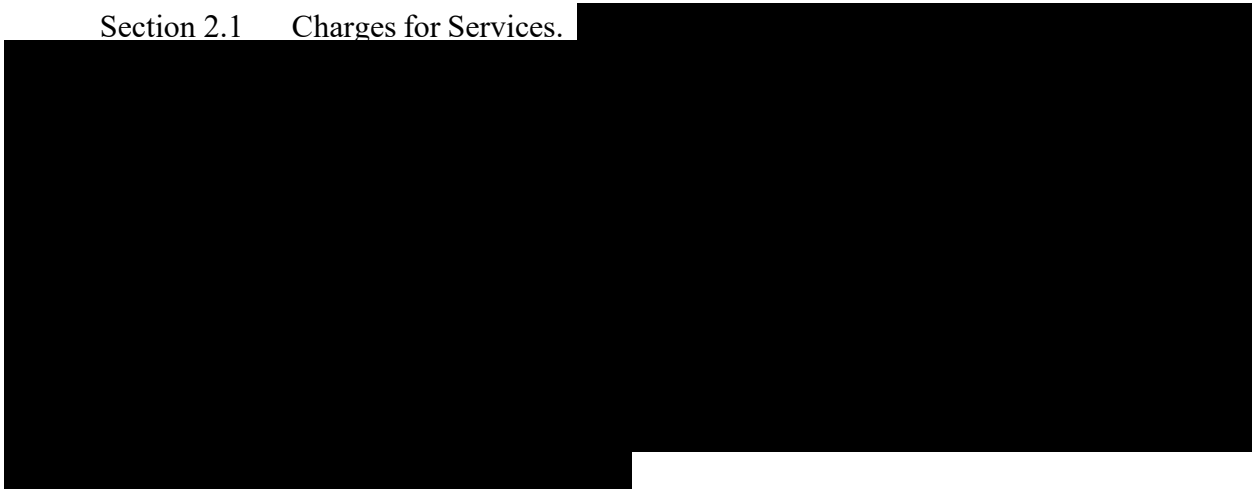
[REDACTED]

Section 1.6 Employees.



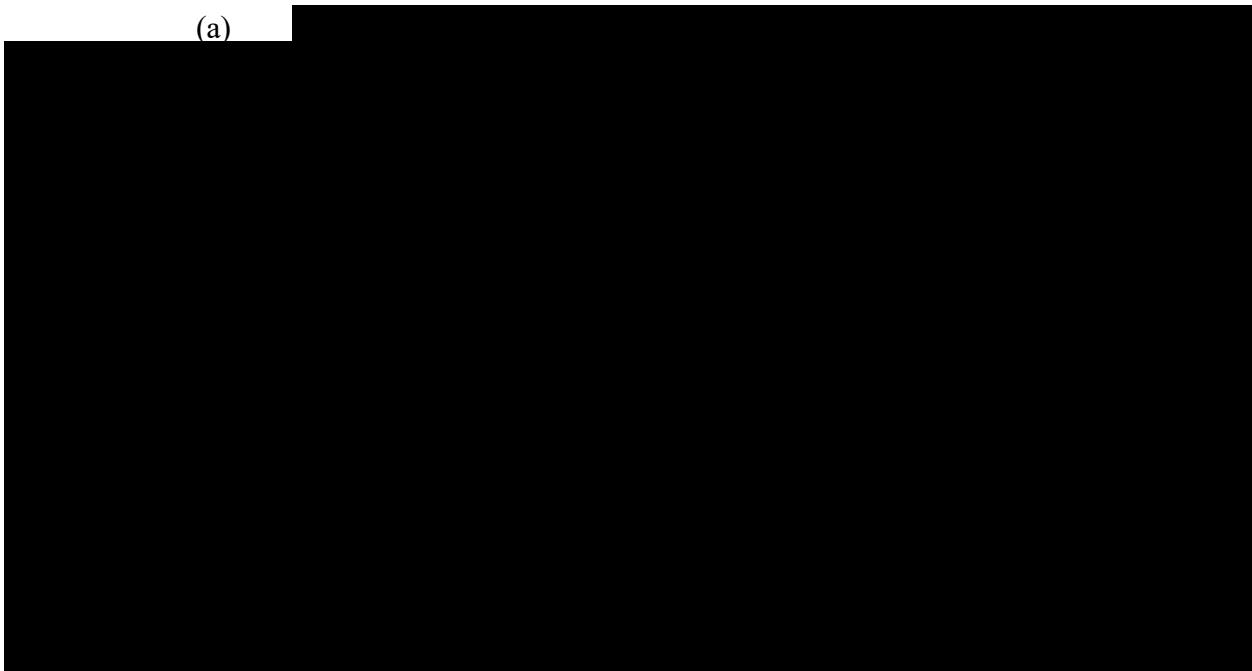
**ARTICLE 2
PAYMENT FOR SERVICES AND COSTS**

Section 2.1 Charges for Services.



Section 2.2 Costs.

(a)



[REDACTED]

(b) In connection with the Services set forth on Schedule B, Schedule C and Schedule D, [REDACTED] in all cases in accordance with the terms and conditions, set forth on such schedule.

Section 2.3 Dispute Over Costs. [REDACTED]

Section 2.4 Late Payment Charge.

(a) Amount. Subject to Section 2.4(c), any amount not received by fifteen (15) days after the due date therefor shall be subject to a late payment charge. [REDACTED]

(b) Timing. Late payment charges shall not be levied on disputed Cost amounts until resolution of such dispute. If the claim is resolved in the Provider's favor, the Company shall pay the late payment charges on any amount resolved in the Provider's favor and not previously paid by the Company from the date such payment was due. If the claim is resolved in the Company's favor and the Company has already paid the amount in dispute, the Provider shall pay interest on the excess amounts already paid to the Provider from the date of such payment using the interest rate set forth in Section 2.4(a).

(c) Exceptions. Late payment charges shall not be applied to late payments directly caused by bank or third-party errors, as shown by reasonable evidence presented by the Company; rather, any such discrepancy shall be resolved by the banks or third parties involved. In such event, the Parties shall jointly notify the banks or third parties involved and coordinate resolution thereof.

(d) Billing. Any late payment charges incurred pursuant to Section 2.4 shall be paid together with the Company's next payment for Costs in respect of Services pursuant to Section 2.2, but shall be excluded in calculating new late payment charges.

Section 2.5 Withholding. All payments by the Company under this Agreement shall be made without any deduction or withholding of tax, except as required by law. If any such deduction or withholding of tax is required by law, the Company shall account for that tax and make such filings as may be required to the relevant tax authority within the statutory deadlines. Notwithstanding the foregoing, the Company shall not deduct or withhold any amounts on account of U.S. federal withholding tax if each Provider has provided the Company with an Internal Revenue Service Form W-9 or with an Internal Revenue Service Form W-8 claiming a complete exemption from U.S. federal withholding tax in respect of royalties, except as required by law.

The Parties shall use their reasonable efforts to cooperate in good faith to mitigate the amount of any such deduction or withholding.

ARTICLE 3 TERM/TERMINATION

Section 3.1 Term. [REDACTED]

Section 3.2 Partial Termination. Any Service (or part thereof) under this Section 3.2 may be terminated (i) by mutual written consent of the Parties, or [REDACTED]

[REDACTED]. Notwithstanding anything to the contrary in this Section 3.2, and for the avoidance of doubt, the termination of any Service (or part thereof) shall not affect the validity or enforceability of this Agreement (or the requirement to continue to provide the Services hereunder) with respect to Provider or the Company. Upon any termination of this Agreement or termination of the provision of any Service hereunder, the Company shall remain liable for all amounts payable under this Agreement or with respect to such terminated Service, as the case may be, up to the date of such termination.

Section 3.3. Sections 1.5, 1.6, 2, 3.3, 4, and 5 shall survive any expiration or termination of this Agreement.

ARTICLE 4 INDEMNIFICATION

Section 4.1 General. Subject to the limitations set forth in Section 4.4, each Party (the “Indemnitor”) shall defend, indemnify and hold harmless the other Party and its directors, officers, agents, employees, representatives, successors, assigns, shareholders, and affiliates (each, an “Indemnitee”) from and against any loss, liability, damage, or claim, including reasonable attorney’s fees, incurred by such Indemnitee in connection with any claim, action, suit, or proceeding brought by a third party against such Indemnitee arising from the Indemnitor’s breach of the terms of this Agreement.

Section 4.2 Procedures. In each instance in which indemnity is claimed hereunder, the Indemnitee shall give prompt written notice to the Indemnitor of any claim, action, or proceeding in respect of which indemnity is claimed, together with photocopies of any and all letters, pleadings, or other documents in the Indemnitee’s possession which are alleged to form the material basis of any such claim or action; provided, that, the failure to provide such notice in a timely fashion shall not affect the Indemnitor’s obligations hereunder except and only to the extent that any delay in providing such notice results in actual prejudice to the Indemnitor. In any case, the Indemnitee shall cooperate with the Indemnitor in the defense of any such claim or action to the extent that the Indemnitor and Indemnitee are not adverse parties or have adverse interests therein. The Indemnitor shall have the right to control the defense of any such claim or action by

counsel of the Indemnitor's choice, at the Indemnitor's sole cost and expense. To the extent that the Indemnitor and Indemnitee may be adverse parties or may have adverse interests therein, the Indemnitee shall have the right to participate in the defense of any such claim or action with separate counsel of the Indemnitee's choice, at the Indemnitor's sole cost and expense, which choice of counsel shall be subject to the Indemnitor's reasonable consent. The Indemnitor shall not agree to any settlement of any claim, action or proceeding or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Indemnitee from all liability with respect thereto, that imposes any liability or obligation on the Indemnitee or that acknowledges fault by the Indemnitee without the prior written consent of the Indemnitee.

Section 4.3 Except as set forth in Section 1.4, the Provider makes no guarantee, representation, or warranty of any kind regarding any Services provided hereunder, and expressly disclaims all other guarantees, representations, and warranties of any nature whatsoever, whether statutory, oral, written, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and any warranties arising from course of dealing or usage of trade.

Section 4.4 Limitation of Liability. Neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential damages of any kind whatsoever, except (in each case subject to Section 1.4): (a) to the extent payable with respect to indemnity obligations for third party claims or (b) in the event of either Party's willful misconduct or intentional breach of this Agreement.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Omnibus Agreement. This Agreement shall be subject to the terms of the Omnibus Agreement; provided, that in the event of any conflict between this Agreement and the Omnibus Agreement, the terms of this Agreement shall govern.

Section 5.2 Entire Agreement. This Agreement, together with the Schedules and the Omnibus Agreement, collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to such subject matter of this Agreement. There are no warranties, representations or other agreements among the Parties relating to the subject matter of this Agreement except as specifically set forth in this Agreement, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statements of intention not so set forth.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

MGM RESORTS INTERNATIONAL OPERATIONS, INC.

By:



Name: Daniel J. D'Arrigo

Title: Executive Vice President of Finance & CFO

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By:


Name: Daniel J. D'Arrigo
Title: Chief Financial Officer

By: GVC HOLDINGS (USA) INC., a Member

By:

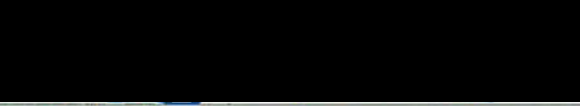
Name: Robert Hoskin
Title: President and Secretary

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By: _____
Name:
Title:

By: GVC HOLDINGS (USA) INC., a Member

By: 
Name: Robert Hoskin
Title: President and Secretary

SCHEDULE B

[REDACTED]

Overall Principles

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT A

Bellagio
Circus Circus Las Vegas
Borgata¹
Excalibur
Luxor
Mandalay Bay
MGM Grand
Mirage
Park MGM
NYNY

¹ [REDACTED]

EXHIBIT B

Operating Expense	Description	Cost Allocation Methodology
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SCHEDULE C

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Overall Principles

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[REDACTED]

[REDACTED]

SCHEDULE D

[REDACTED]

Overall Principles

[REDACTED]

[REDACTED]

[REDACTED]

**FIRST AMENDMENT
TO
SERVICES AGREEMENT FOR ROAR DIGITAL, LLC**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (this "Amendment") is made as of April 4, 2019 (the "Effective Date") by and between Roar Digital, LLC, a Delaware limited liability company (the "Company"), and MGM Resorts International Operations, Inc., a Nevada corporation (the "Provider"). The Company and the Provider are sometimes together referred to herein as the "Parties" and each is individually referred to as a "Party."

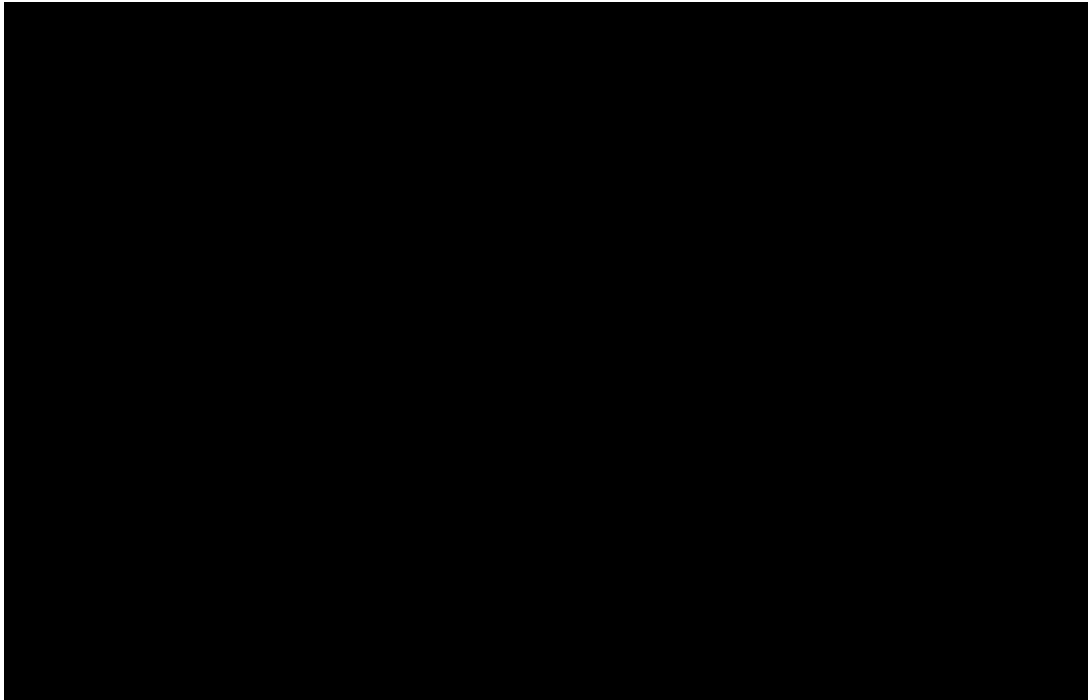
A. Company and Provider entered into that certain Services Agreement on July 30, 2018 (the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. On April 4, 2019, the Board unanimously approved an amendment to the Agreement to adjust the method for calculating shared personnel reimbursement.

C. Company and Provider desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Parties do hereby agree as follows:

1. The first sentence of Section 2.2(a) of the Agreement shall be amended and restated to read as follows:



2. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the Party so executing and returning such counterpart. This Amendment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party.

3. The Parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by Company and Provider as of the Effective Date.

MGM RESORTS INTERNATIONAL OPERATIONS,
INC.

By:


Name: Scott Butera
Title: President Interactive Gaming

ROAR DIGITAL, LLC

By:


Name:
Title:

**SECOND AMENDMENT
TO
SERVICES AGREEMENT FOR BETMGM, LLC**

THIS SECOND AMENDMENT TO SERVICE AGREEMENT (this "Amendment") is made as of June 9, 2021 (the "Effective Date") by and between BetMGM, LLC (formerly known as Roar Digital, LLC), a Delaware limited liability company (the "Company"), and MGM Resorts International Operations, Inc., a Nevada corporation (the "Provider"). The Company and the Provider are sometimes together referred to herein as the "Parties" and each is individually referred to as a "Party."

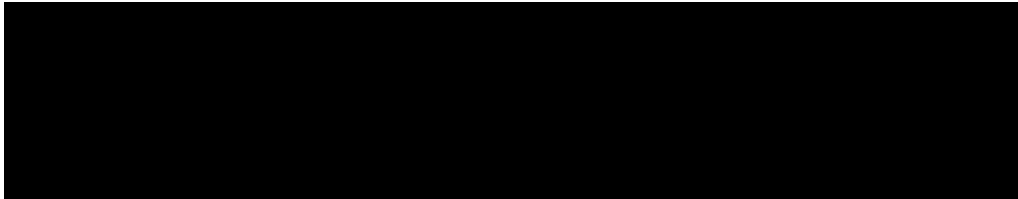
A. Company and Provider entered into that certain Services Agreement on July 30, 2018, as amended on April 4, 2019 (collectively, the "Agreement"). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. Company and Provider desire to amend the Agreement as set forth in this Amendment.

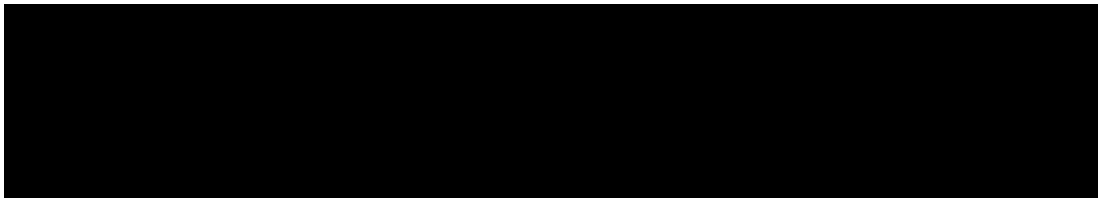
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Parties do hereby agree as follows:

1. The word "United States" in the first recital in the Agreement shall be deleted and replaced with the words "Territory (as defined in the Operating Agreement)".

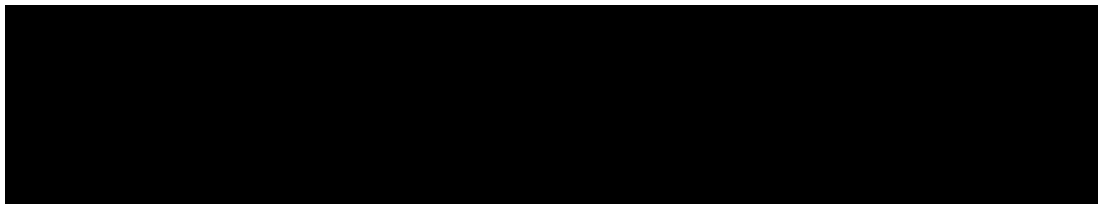
2. The first paragraph in Schedule B of the Agreement shall be amended and restated as follows:



3. The first paragraph in Schedule C of the Agreement shall be amended and restated as follows:



4. The first bullet point paragraph to Schedule D of the Agreement shall be amended and restated as follows:



5. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any Party may have, all of which are expressly reserved.

6. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the Party so executing and returning such counterpart. This Amendment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party.


7. The Parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by Company and Provider as of the Effective Date.


MGM RESORTS INTERNATIONAL OPERATIONS, INC.

By:


Name: Jessica Cunningham
Title: Assistant Secretary

BETMGM, LLC

By:


Name: Adam Greenblatt
Title: CEO

[REDACTED]

This [REDACTED] (“Agreement”), is entered into as of July 29, 2018 (“Effective Date”), by and between MGM RESORTS INTERNATIONAL, a Delaware corporation (“MGM”), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (“Marina” and together with MGM, “Licensors”), on the one hand, and Gameday Interactive, LLC, a Delaware limited liability company (“Licensee”), on the other hand. (The Licensors and Licensee shall be collectively referred to as the “Parties” and each individually a “Party” or “party”).

Recitals

WHEREAS, each Licensor owns all right, title and interest in and to [REDACTED];

WHEREAS, [REDACTED];

WHEREAS, [REDACTED] d

WHEREAS, [REDACTED] subject to the terms and conditions set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meaning ascribed to them in this section. Capitalized terms used but not otherwise defined herein shall have the meanings set forth for such terms in the Omnibus Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

w

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Grant of Rights.

[REDACTED]

[REDACTED]

3. Reservation of Rights.

[REDACTED]

4. Limitations on and Requirements for Usage of the Licensed Marks.

a. Non-Licensed Goods and Services.

[REDACTED]

b. Registration and Use of Names.

[REDACTED]

c. Compliance with Style Guide.

[REDACTED]

d. Approval of Usage of Licensed Marks.

[REDACTED]

e. Nominative Use.

[REDACTED]

[REDACTED]

f. Use of Competitor Marks.

[REDACTED]

5. **Changes in the Licensed Marks and Licensed Services.**

[REDACTED]

[REDACTED]

7. **Licensee Acknowledgements.**

a. Licensor's Ownership.

[REDACTED]

b. Impairment.

[REDACTED]

[REDACTED]

c. Maintenance. [REDACTED]

8. Quality Control and Audits.

a. Acknowledgement. [REDACTED]

b. Audits. [REDACTED]

b. Deficiencies. [REDACTED]

9. Approvals. [REDACTED]

10. Maintenance; Enforcement.

a. Maintenance of the Licensed Marks. [REDACTED]

b. Notification and Commencement. [REDACTED]

c. Cooperation. [REDACTED]

d. Settlement. [REDACTED]

e. Costs and Fees; Recovery. [REDACTED]

11. Sublicensing. [REDACTED]

[REDACTED]

12. Warranties and Representations.

a. By Licensor.

[REDACTED]

b. By Licensee.

[REDACTED]

c. Mutual Warranties and Representations.

[REDACTED]

d. Disclaimer.

[REDACTED]

13. Indemnification.

a. By Licensor.

[REDACTED]

[REDACTED]

b. By Licensee.

[REDACTED]

c. Notice of Claim.

[REDACTED]

14. Term and Termination.

a. Term.

[REDACTED]

b. Effect of Termination.

[REDACTED]

[REDACTED]

c. Survival. [REDACTED]

15. Miscellaneous.

a. Omnibus Agreement. This Agreement shall be subject to the terms of the Omnibus Agreement; provided, that in the event of any conflict between this Agreement and the Omnibus Agreement, the terms of this Agreement shall govern.

b. Entire Agreement. This Agreement, Schedule A and the Omnibus Agreement, collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to such subject matter of this Agreement. There are no warranties, representations or other agreements among the Parties relating to the subject matter of this Agreement except as specifically set forth in this Agreement, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statements of intention not so set forth.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

MGM RESORTS INTERNATIONAL

By: 

Name: Daniel J. D'Arrigo 

Its: Executive Vice President & CFO

MARINA DISTRICT DEVELOPMENT COMPANY, LLC

By:

Name: Daniel J. D'Arrigo

Its: Executive Vice President of Finance

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a Member

By:  _____

Name: Daniel J. D'Arrigo

Its: Chief Financial Officer

By: GVC HOLDINGS (USA) INC., a Member

By: _____

Name: Robert Hoskin

Its: President and Secretary

GAMEDAY INTERACTIVE, LLC

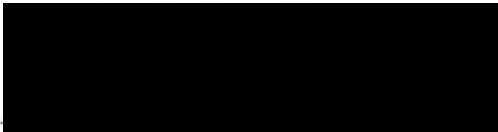
By: MGM SPORTS & INTERACTIVE GAMING, LLC, a Member

By: _____

Name: _____

Its: _____

By: GVC HOLDINGS (USA) INC., a Member



By:

Name: Robert Hoskin

Its: President and Secretary

SCHEDULE A
Licensed Marks



in each case, including any of the applicable Licensor's stylized and logo versions, and the U.S. registered marks set forth below:

Owner/Licensor	Trademark	Relevant Services/International Class(es)	U.S. Reg. No.
[Redacted content]			

FIRST AMENDMENT TO [REDACTED] AGREEMENT

This FIRST AMENDMENT TO [REDACTED] AGREEMENT ("Amendment") is entered into as of November 21, 2018 ("Effective Date"), by and between MGM RESORTS INTERNATIONAL, a Delaware corporation ("MGM"), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company ("Marina" and together with MGM, "Licensors"), on the one hand, and MGM GVC INTERACTIVE, LLC (formerly known as Gameday Interactive, LLC), a Delaware limited liability company ("Licensee"), on the other hand. (The Licensors and Licensee shall be collectively referred to as the "Parties" and each individually a "Party" or "party").

WHEREAS, the Parties entered into that certain [REDACTED] Agreement dated July 29, 2018 [REDACTED]

WHEREAS, the Parties desire to amend the [REDACTED] subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Amendment to Schedule A. Schedule A to the [REDACTED] is hereby replaced with the amended Schedule A attached hereto.
- Miscellaneous. The [REDACTED] shall remain in full force and effect except as expressly set forth in this Amendment. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

Licensor:

MGM RESORTS INTERNATIONAL

By: [REDACTED]

Name: [Signature]
Its: PRESIDENT

Licensee:

MGM GVC INTERACTIVE, LLC

By: [REDACTED]

Name: Alana Greenblatt
Its: CEO

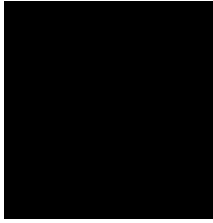
Licensor:

MARINA DISTRICT DEVELOPMENT COMPANY, LLC

By: [REDACTED]

Name: Joseph A. Corbo, Jr.
Its: Vice President, Legal Counsel

SCHEDULE A
(Amended)
Licensed Marks



in each case, including any of the applicable Licensor's stylized and logo versions, and the U.S. registered marks and pending applications set forth below:

Owner/Licensor	Trademark	Relevant Services/International Class(es)	U.S. Reg. or Serial No.
[Redacted content]			

SECOND AMENDMENT TO [REDACTED] AGREEMENT

This SECOND AMENDMENT TO [REDACTED] AGREEMENT (“Amendment”) is entered into as of June 9, 2021 (“Effective Date”), by and between MGM RESORTS INTERNATIONAL, a Delaware corporation (“MGM”), and MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (“Marina” and together with MGM, “Licensors”), on the one hand, and BetMGM, LLC (formerly known as Roar Digital, LLC), a Delaware limited liability company (“Licensee”), on the other hand. (The Licensors and Licensee shall be collectively referred to as the “Parties” and each individually a “Party” or “party”).

WHEREAS, the Parties entered into that certain [REDACTED] Agreement dated July 29, 2018, as amended by the First Amendment dated November 21, 2018 (collectively, the [REDACTED]).

WHEREAS, the Parties desire to amend the [REDACTED] subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendment to Definition.** Section 1(g) of the [REDACTED] is amended to replace [REDACTED] (as defined in the LLC Agreement)”.

2. **Amendment to Grant of Rights.** Section 2.a. of the [REDACTED] is hereby replaced in its entirety with the following provision:

[REDACTED]

3. **Amendment to Maintenance.** Section 10(a) of the [REDACTED] is hereby replaced in its entirety and replaced with the following provision:

[REDACTED]

4. **Amendment to Schedule A.** Schedule A to the [REDACTED] is hereby replaced in its entirety with the amended Schedule A attached hereto.

5. **Miscellaneous.** The [REDACTED] shall remain in full force and effect except as expressly set forth in this Amendment. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

Licensor:

MGM RESORTS INTERNATIONAL

By:

Name: Jessica Cunningham

Its: SVP, Legal Counsel & Assistant Secretary

Licensee:

BETMGM, LLC

By:

Name: Adam Greenblatt

Its: CEO

Licensor:

MARINA DISTRICT DEVELOPMENT
COMPANY, LLC

By:

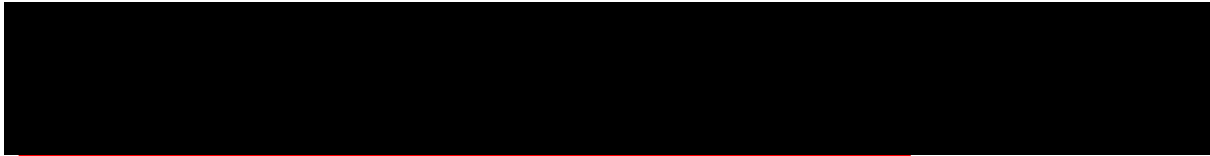
Name: Jessica Cunningham

Its: Assistant Secretary

[Second Amendment to MGM-BetMGM

SCHEDULE A
Licensed Marks

United States



in each case, including any of the applicable Licensor's stylized and logo versions, and the U.S. registered marks and pending applications set forth below:

Owner/Licensor	Trademark	Relevant Services/International Class(es)	U.S. Reg. or Serial No.
[Redacted]			

Canada



including any of the applicable Licensor's stylized and logo versions, and the pending application set forth below and any registration resulting therefrom:

Owner/Licensor	Trademark	Relevant Services/International Class(es)	Ca. Reg. or App. No.
[Redacted]			

RACE BOOK AND SPORTS POOL SERVICES AGREEMENT

THIS RACE BOOK AND SPORTS POOL SERVICES AGREEMENT (this “*Agreement*”) is made and entered into as of July 15, 2019 (the “*Execution Date*”), by and among MGM RESORTS INTERACTIVE, LLC, a Nevada limited liability company (“*Provider*”), ROAR DIGITAL, LLC, a Delaware limited liability company (“*Company*”), and each of the Licensors (as defined below) party to this Agreement from time to time. Provider, Company and the Licensors shall be referred to herein collectively, as the “*Parties*” and each, as a “*Party*.”

RECITALS

A. Provider is an Affiliate (as defined below) of each of the following business entities (collectively, the “*Initial Licensors*” and each, an “*Initial Licensor*”):

1. Bellagio, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as Bellagio Las Vegas (“*Bellagio*”);
2. Circus Circus Casinos, Inc., a Nevada corporation, which operates the hotel/casino resort known as Circus Circus Las Vegas (“*Circus Circus*”);
3. New Castle, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as Excalibur Hotel Casino Las Vegas (“*Excalibur*”);
4. Ramparts, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as Luxor Las Vegas (“*Luxor*”);
5. Mandalay Bay, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as Mandalay Bay Resort and Casino, Las Vegas (“*Mandalay Bay*”);
6. MGM Grand Hotel, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as MGM Grand (“*MGM Grand*”);
7. The Mirage Casino Hotel, a Nevada limited liability company, which operates the hotel/casino resort known as Mirage Las Vegas (“*Mirage*”);
8. Victoria Partners, a Nevada partnership, which operates the hotel/casino resort known as Park MGM Las Vegas (“*Park MGM*”);
9. New York – New York Hotel & Casino, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as New York New York Las Vegas Hotel & Casino (“*NYNY*”);
10. Marina District Development Company, LLC, a New Jersey limited liability company, which operates the hotel/casino resort known as Borgata Hotel Casino & Spa (“*Borgata*”);

11. Beau Rivage Resorts, LLC, a Mississippi limited liability company, which operates the hotel/casino resort known as Beau Rivage Resort & Casino (“**Beau Rivage**”);
12. Aria Resort & Casino Holdings, LLC, a Nevada limited liability company, which operates the hotel/casino resort known as Aria Resort (“**Aria**”); and
13. MGM Resorts Mississippi, LLC, a Mississippi limited liability company, which operates the hotel/casino resort known as Gold Strike Casino Resort (together with Bellagio, Circus Circus, Excalibur, Luxor, Mandalay Bay, MGM Grand, Mirage, Park MGM, NYNY, Borgata, Beau Rivage and Aria, the “**Initial Facilities**” and each, an “**Initial Facility**”).

B. The Parties agree that it shall be to their mutual benefit to enter into this Agreement pursuant to which Company shall provide services in connection with the operation of a race book and sports pool within each Facility (as such area may exist from time to time, the “**RSB Area**”), subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the foregoing recitals are true and correct and incorporated into this Agreement and further agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms. Except as otherwise expressly provided herein, capitalized terms used in this Agreement and its Schedules and Exhibits shall have the respective meanings assigned to such terms in Schedule 1 attached hereto.

ARTICLE 2
RACE BOOK AND SPORTS POOL FACILITIES AND LICENSE

2.1 Facilities.

(a)

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

2.2 License.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

ARTICLE 3
TERM OF AGREEMENT

3.1 Term. [REDACTED]

3.2 Obligations Upon Termination. [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

4.2 Provider/Licensor Services. [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3 Conflict. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Trade Name. [REDACTED]

[REDACTED]

[REDACTED]

4.5 Other RSB Services. [REDACTED]

[REDACTED]

4.6 Periodic Review. [REDACTED]

[REDACTED]

4.7 [REDACTED]

[REDACTED]

**ARTICLE 5
PROFITS AND LOSSES**

5.1 Allocation of Operating Expenses. [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

5.2 Allocation of Capital Expenditures. [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.3 Profits.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.4 Losses.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.5 Audits.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

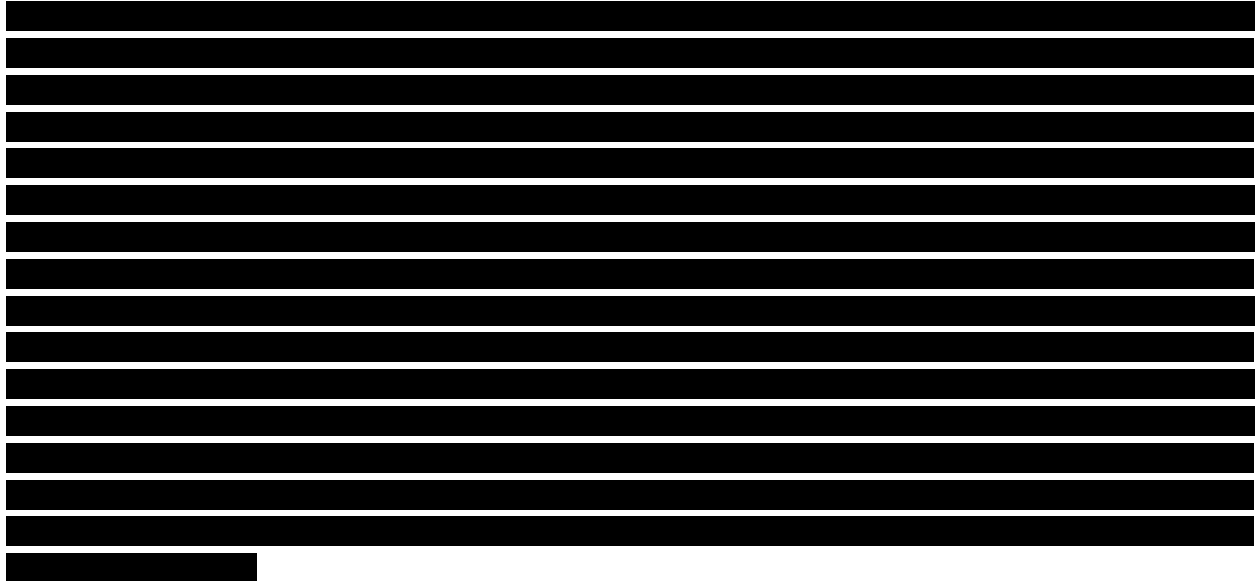
[REDACTED]

5.6 Pre-Commencement Date Operations. [REDACTED]

[REDACTED]

ARTICLE 6
FINANCING OF PROVIDER

[REDACTED]



ARTICLE 7
INDEMNIFICATION; INSURANCE

7.1 Indemnification by Provider. Provider shall defend at its expense, hold harmless and indemnify Company and its Affiliates, and their respective officers, directors, stockholders, members, managers, partners, employees and agents (collectively, the “***Company Indemnified Parties***”), from and against all third party claims, judgments, costs, damages, expenses, fines, penalties, fees, awards, demands, losses and liabilities (including attorneys’ fees, court costs, costs of appeal and expert witness fees) of whatever nature (collectively, “***Claims***”) actually incurred by any Company Indemnified Parties resulting from or relating to (a) the breach by Provider of any of its representations, warranties, covenants or obligations contained in this Agreement or (b) the acts or omissions of Provider or its contractors, agents or employees.

7.2 Indemnification by Company. Company shall defend at its expense, hold harmless and indemnify Provider, the Licensors and the other Provider Entities, and their respective officers, directors, stockholders, members, managers, partners, employees and agents (collectively, the “***Provider Indemnified Parties***”), from and against all Claims actually incurred by any Provider Indemnified Parties resulting from or relating to (a) the breach by Company of any of its representations, warranties, covenants or obligations contained in this Agreement or (b) the acts or omissions of Company or its contractors, agents or employees.

7.3 Procedure. The following procedures will apply in the event a Company Indemnified Party or a Provider Indemnified Party (each, an “***Indemnitee***”) seeks indemnification pursuant to Section 7.1 or Section 7.2:

(a) the Indemnitee shall promptly notify the other Party (the “***Indemnifying Party***”) in writing of the Claim, which notification shall be accompanied by any relevant documents in the possession of the Indemnitee relating to the Claim (such as copies of any summons, complaint or pleading which may have been served and, or any written demand or document evidencing the same). For the avoidance of doubt, a failure to give such notice shall

not affect, limit or reduce the indemnification obligations of the Indemnifying Party hereunder, except to the extent such failure actually prejudices the Indemnifying Party's ability to successfully defend the Claim giving rise to the indemnification claim;

(b) the Indemnitee shall make no admission as to liability and shall not compromise nor agree to any settlement of the claim without the prior written consent of the Indemnifying Party;

(c) the Indemnifying Party shall retain full control over the conduct of the claim, provided that: (i) it shall notify the Indemnitee of any material developments in the claim promptly; (ii) it shall use its commercially reasonable efforts to conduct the claim in a way that does not prejudice the reputation of the Indemnitee; and (iii) the Indemnitee shall cooperate with the Indemnifying Party in the conduct of the claim, including providing the Indemnifying Party with access to and use of all relevant business records and making available its officers and employees for depositions, pre-trial discovery and as witnesses at trial, if required (provided that the Indemnitee will be reimbursed by the Indemnifying Party for any reasonable out-of-pocket expense actually incurred in connection therewith). In requesting any such cooperation, the Indemnifying Party shall have due regard for, and attempt not to be disruptive of, the business and day-to-day operations of the Indemnitee and shall follow the requests of the Indemnitee regarding any documents or instruments that the Indemnitee believes should be given confidential treatment;

(d) the Indemnitee shall have the right to employ its own counsel in respect of any such claim, but the fees and expenses of such counsel shall be at the Indemnitee's own cost and expense, unless the Indemnifying Party has failed to undertake and prosecute the defense of such claim; and

(e) notwithstanding anything herein to the contrary, the Indemnifying Party shall have no obligation to defend or indemnify the Indemnitee from any Claim to the extent such Claim is related to or arises out of (i) the intentional wrongful act, fraud or gross negligence of any Indemnitee or (ii) actions taken by the Indemnifying Party at the express direction of any Indemnitee.

7.4 Insurance. During the Term, (a) Company shall obtain and maintain the insurance policies set forth on Exhibit B, attached hereto; and (b) Provider, the Licensors and/or their Affiliates shall maintain their existing insurance policies with at least the coverages in place as of the Execution Date except as mutually agreed upon by the Parties.

7.5 Survival. The provisions under Section 7.1, Section 7.2, and Section 7.3 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8 GAMING MATTERS

8.1 Gaming Approvals.

[REDACTED]

[REDACTED]

8.2 Gaming Regulatory Matters.

(a) The Parties shall cooperate with each other and use their respective commercially reasonable efforts to address and remedy any Gaming Regulatory Matter to each Party's reasonable satisfaction (including, without limitation, using commercially reasonable efforts to agree upon a process with the applicable Gaming Regulatory Authority with reasonably adequate time to permit the Causing Party to effectuate a remedy thereof). In furtherance of the foregoing, the Parties shall, and shall cause their respective Affiliates to, negotiate in good faith to amend this Agreement, solely to the extent necessary to remedy a Gaming Regulatory Matter; provided, that such amendment may be deemed an Adverse Gaming Consequence, if applicable.

(b) If after complying with subsection (a) above, the Affected Party reasonably determines that it is unlikely that a Gaming Regulatory Matter will be resolved to the satisfaction of the applicable Gaming Regulatory Authority, and the Affected Party, acting in good faith and on the advice of outside counsel (but, for the avoidance of doubt, a formal opinion of outside counsel is not required) or a recommendation of its independent Compliance Committee, makes a determination that the applicable Gaming Regulatory Matter continues to be problematic and could reasonably be expected to result in an investigation or adversary proceeding that would have an adverse effect on the Affected Party's ability to operate its business in a material respect as then conducted or to be conducted in the applicable jurisdiction (an "*Adverse Gaming Consequence*"), then the Affected Party (and its Affected Member (as defined in the Operating Agreement)) shall have the rights set forth in Section 9.2 of the Operating Agreement.

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

9.1 Company Event of Default.

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

9.2 Provider's Remedies. [REDACTED]

[REDACTED]

9.3 Provider Event of Default. [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

9.4 Company's Remedies. [REDACTED]

[REDACTED]

ARTICLE 10
GOVERNING LAW; DISPUTE RESOLUTION

10.1 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO, OR OTHERWISE APPLY, THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE FOR ANY DISPUTE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

10.2 Dispute Resolution.

(a)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Further Cooperation. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11.2 Assignment. Company may not assign this Agreement or otherwise assign or dispose of all or any portion of its right, title, or interest herein to any Person without the prior written consent of Provider, which consent may be given or withheld in Provider's sole and absolute discretion. Any assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties, and each of their respective successors and permitted assigns.

11.3 Counterparts. This Agreement may be executed in any number of counterparts and delivered by electronic transmission by facsimile or in portable document format, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

11.4 Notices. All notices and communications required or permitted to be given hereunder shall be sufficient in all respects if given in writing and delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by facsimile transmission or electronic mail (provided any such facsimile transmission or electronic mail is confirmed either orally or by written confirmation), in each case addressed to the appropriate Party at the address for such Party shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the Party giving such notice:

If to Company:

c/o GVC Holdings plc
32 Athol Street
Douglas
Isle of Man
IM1 1JB
Attention: Robert Hoskin
Email: [REDACTED]

With a copy to:

GVC Holdings (UK) Ltd
3rd Floor, 1 New Change
London, EC4M 9AF
Attention: General Counsel
Email: [REDACTED]

And to:

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

If to Provider:

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person, or by courier, or transmitted by facsimile transmission or electronic mail during normal business hours or on the next Business Day if delivered after business hours, or upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be. The Parties may change the address, telephone numbers, facsimile numbers and electronic mail addresses to which such communications are to be addressed by giving written notice to the other Parties in the manner provided in this Section.

11.5 Waivers; Rights Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

11.6 ENTIRE AGREEMENT; CONFLICTS. THIS AGREEMENT, THE EXHIBITS, SCHEDULES AND JOINDERS/ADDENDUMS HERETO AND THE OPERATING AGREEMENT COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, OF THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS AMONG THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EXHIBITS HERETO AND NO PARTY SHALL BE BOUND BY OR LIABLE FOR ANY ALLEGED REPRESENTATION, PROMISE, INDUCEMENT, OR STATEMENTS OF INTENTION NOT SO SET FORTH. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY EXHIBIT, SCHEDULE OR JOINDER/ADDENDUM HERETO, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED, HOWEVER, THAT THE INCLUSION IN ANY OF THE EXHIBITS, SCHEDULES OR JOINDER/ADDENDUM HERETO OF TERMS AND PROVISIONS NOT ADDRESSED IN THIS AGREEMENT SHALL NOT BE DEEMED A CONFLICT, AND ALL SUCH ADDITIONAL PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT, SUBJECT TO THE PROVISIONS OF THIS SECTION 11.6 (BUT ONLY TO THE EXTENT THE SAME DO NOT CONTRADICT OR CONFLICT WITH THE TERMS OF THIS AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF THE SERVICES AGREEMENT, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL.

11.7 Amendments. This Agreement may be amended, supplemented or restated only by an instrument in writing executed by all of the Parties that are a party thereto.

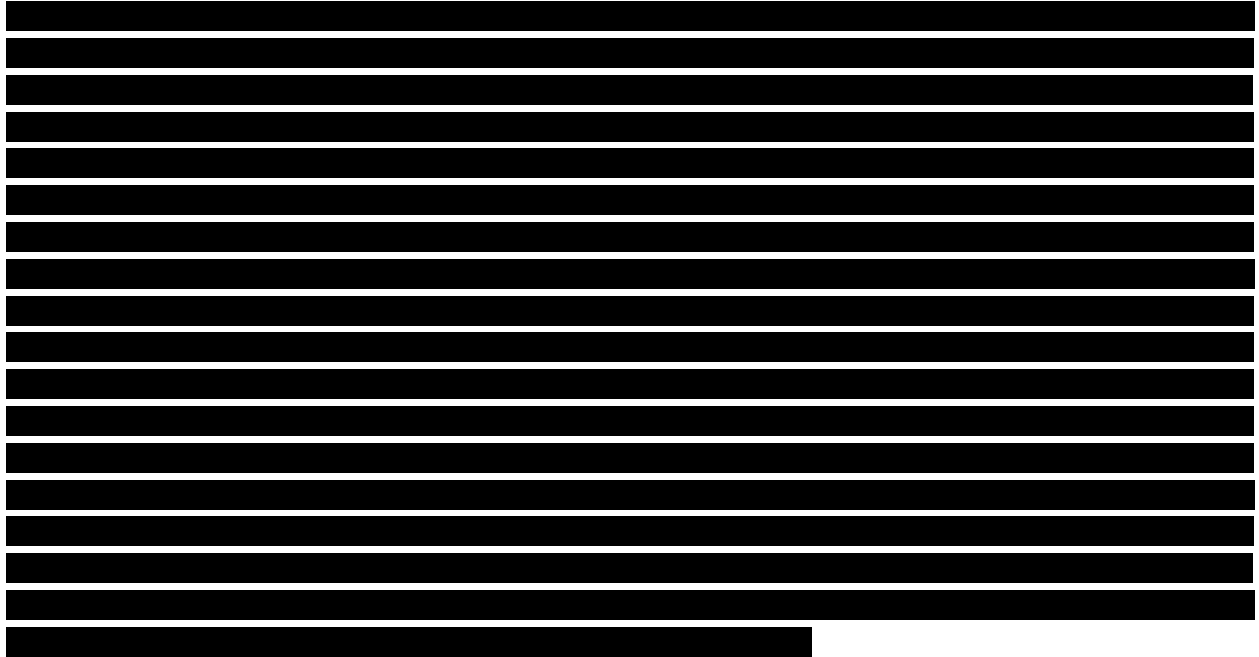
11.8 Construction. Every covenant, term, and provision of this Agreement shall be construed and interpreted simply according to its fair meaning and shall not be construed or interpreted for or against any Party that drafted or caused its legal representative to draft such covenant, term, or provision.

11.9 Force Majeure. Neither Party shall be held liable or responsible for delay or failure to perform its obligations under this Agreement occasioned by force majeure or any cause reasonably beyond its control, including, without limitation, civil disturbance, fire, flood, earthquake, windstorm, unusually severe weather, act of labor trouble, lack of or inability to obtain raw materials, transportation, labor, fuel or supplies or governmental laws, acts, regulations, embargoes, or orders (whether or not such later proves to be invalid).

11.10 Parties in Interest. Nothing in this Agreement, express or implied, shall entitle any Person other than the Parties or their respective Affiliates, successors and permitted assigns to any claim, cause of action, remedy or right of any kind.

11.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

[REDACTED]




(signature page follows)

IN WITNESS WHEREOF, Provider and Company have caused this Agreement to be executed as of the Execution Date.


Provider:

MGM RESORTS INTERACTIVE, LLC,
a Nevada limited liability company

By: 
Name: Scott Butera
Its: President

Company:

ROAR DIGITAL, LLC,
a Delaware limited liability company

By: 
Name: ADAM GREENBLATT
Its: CEO

**LICENSOR JOINDER AND ADDENDUM
(Bellagio)**

Bellagio, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Bellagio, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Bellagio, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Bellagio as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Bellagio;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Bellagio, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Bellagio shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

BELLAGIO, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Circus Circus)**

Circus Circus Casinos, Inc., a Nevada corporation (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Circus Circus Las Vegas, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Circus Circus Las Vegas, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Circus Circus Las Vegas as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Circus Circus Las Vegas;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Circus Circus Las Vegas, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Circus Circus Las Vegas shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

CIRCUS CIRCUS CASINOS, INC.

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Excalibur)**

New Castle, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Excalibur Hotel Casino Las Vegas, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Excalibur Hotel Casino Las Vegas, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Excalibur Hotel Casino Las Vegas as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Excalibur Hotel Casino Las Vegas;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Excalibur Hotel Casino Las Vegas, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Excalibur Hotel Casino Las Vegas shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

NEW CASTLE, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Luxor)**

Ramparts, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Luxor Las Vegas, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Luxor Las Vegas, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Luxor Las Vegas as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Luxor Las Vegas;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Luxor Las Vegas, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Luxor Las Vegas shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

RAMPARTS, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Mandalay Bay)**

Mandalay Bay, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Mandalay Bay Resort and Casino, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Mandalay Bay Resort and Casino, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Mandalay Bay Resort and Casino as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Mandalay Bay Resort and Casino;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Mandalay Bay Resort and Casino, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Mandalay Bay Resort and Casino shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

MANDALAY BAY, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(MGM Grand)**

MGM Grand Hotel, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the MGM Grand, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the MGM Grand, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the MGM Grand as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the MGM Grand;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the MGM Grand, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the MGM Grand shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

MGM GRAND HOTEL, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Mirage)**

The Mirage Casino-Hotel, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Mirage Las Vegas, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Mirage Las Vegas, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Mirage Las Vegas as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Mirage Las Vegas;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Mirage Las Vegas, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Mirage Las Vegas shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

THE MIRAGE CASINO-HOTEL, LLC

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Park MGM)**

Victoria Partners, a Nevada partnership (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the Park MGM Las Vegas, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Park MGM Las Vegas, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Park MGM Las Vegas as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Park MGM Las Vegas;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Park MGM Las Vegas, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the Park MGM Las Vegas shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

VICTORIA PARTNERS

By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(New York New York)**

New York – New York Hotel & Casino, LLC, a Nevada limited liability company (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the New York New York Las Vegas Hotel & Casino, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the New York New York Las Vegas Hotel & Casino, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the New York New York Las Vegas Hotel & Casino as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the New York New York Las Vegas Hotel & Casino;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the New York New York Las Vegas Hotel & Casino, and that Company’s sole right to enforce the Modified Agreement with respect to the Facility known as the New York New York Las Vegas Hotel & Casino shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be _____, 2019.

NEW YORK – NEW YORK HOTEL & CASINO, LLC


By: _____
Name: _____
Its: _____

**LICENSOR JOINDER AND ADDENDUM
(Borgata)**

Marina District Development Company, LLC, a New Jersey limited liability company ("**Licensor**"), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the "**Modified Agreement**"):

- (i) Licensor, as the owner or operator of the Facility known as the Borgata Hotel Casino & Spa, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Borgata Hotel Casino & Spa, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Borgata Hotel Casino & Spa as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Borgata Hotel Casino & Spa;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Borgata Hotel Casino & Spa, and that Company's sole right to enforce the Modified Agreement with respect to the Facility known as the Borgata Hotel Casino & Spa shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be June 1, 2019.

MARINA DISTRICT DEVELOPMENT COMPANY, LLC

By 
Name: Marcus G. Glover
Its: President and Chief Operating Officer

**LICENSOR JOINDER AND ADDENDUM
(Beau Rivage Resort & Casino)**

Beau Rivage Resorts, LLC, a Mississippi limited liability company ("*Licensor*"), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the "*Modified Agreement*"):

- (i) Licensor, as the owner or operator of the Facility known as the Beau Rivage Resort & Casino, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Beau Rivage Resort & Casino, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Beau Rivage Resort & Casino as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Beau Rivage Resort & Casino;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Beau Rivage Resort & Casino, and that Company's sole right to enforce the Modified Agreement with respect to the Facility known as the Beau Rivage Resort & Casino shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be June 1, 2019.

BEAU RIVAGE RESORTS, LLC

By: 

Name: Travis Lunn

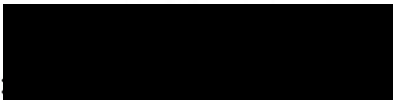
Its: President and Chief Operating Officer

**LICENSOR JOINDER AND ADDENDUM
(Gold Strike Casino Resort)**

MGM Resorts Mississippi, LLC, a Mississippi limited liability company ("*Licensor*"), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor and, by their execution of the Agreement, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the "*Modified Agreement*"):

- (i) Licensor, as the owner or operator of the Facility known as the Gold Strike Casino Resort, shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the Facility known as the Gold Strike Casino Resort, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the Facility known as the Gold Strike Casino Resort as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the Facility known as the Gold Strike Casino Resort;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the Facility known as the Gold Strike Casino Resort, and that Company's sole right to enforce the Modified Agreement with respect to the Facility known as the Gold Strike Casino Resort shall be against Licensor and not Provider; and
- (iv) The Commencement Date shall be deemed to be June 1, 2019.

MGM RESORTS MISSISSIPPI, LLC

By: 

Name: David Tsai

Its: President and Chief Operating Officer

SCHEDULE 1

DEFINED TERMS

All capitalized terms used in this Agreement (including the Licensor Joinders and Addendums) and its Schedules and Exhibits and not otherwise defined shall have the following meanings:

[REDACTED]

[REDACTED]

“*Adverse Gaming Consequence*” has the meaning set forth in Section 8.2(b).

“*Affected Party*” means, with respect to a Gaming Regulatory Matter, the Party who has been advised by the Gaming Regulatory Authority that it has a Gaming Regulatory Matter.

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person, including a direct or indirect wholly owned subsidiary of such Person as shall exist from time to time. For purposes of this definition, “*control*” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other equity interests, by contract or otherwise. The terms “*controlling*” and “*controlled*” shall have correlative meanings.

“*Agreement*” has the meaning set forth in the introductory paragraph.

“*Applicable Law*” means all laws, statutes, ordinances, rules, regulations, promulgations, mandates and orders of all duly constituted Governmental Authorities applicable to the relevant Person or its property.

[REDACTED]

“*Arbitration Dispute Notice*” has the meaning set forth in Section 10.2(c)(ii).

“*Arbitrator*” has the meaning set forth in Section 10.2(c).

“*Beau Rivage*” has the meaning set forth in Recital A.

“*Bellagio*” has the meaning set forth in Recital A.

“*Borgata*” has the meaning set forth in Recital A.

“*Breaching Party*” has the meaning set forth in Section 10.2(f).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Causing Party**” means, with respect to a Gaming Regulatory Matter, the Party causing such Gaming Regulatory Matter.

“**Circus Circus**” has the meaning set forth in Recital A.

“**Claims**” has the meaning set forth in Section 7.1.

“**Closed Book**” has the meaning set forth in Section 2.1(e).

“**Closure Date**” has the meaning set forth in Section 2.1(e).

“**Commencement Date**” means, for each Facility, the date on which Company commences the conduct of the RSB Services at such Facility, which shall occur as soon as commercially and technically practicable following Company’s receipt of all necessary Gaming Approvals to perform Company’s obligations hereunder and for Company and Provider to receive the payments hereunder.

“**Commercial Rules**” has the meaning set forth in Section 10.2(c).

“**Company**” has the meaning set forth in the introductory paragraph.

“**Company Event of Default**” has the meaning set forth in Section 9.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Company Indemnified Parties**” has the meaning set forth in Section 7.1.

“**Damages**” means, except as provided in Section 11.12, all actual out-of-pocket losses and damages incurred or suffered by such Person.

“**Disposition Date**” has the meaning set forth in Section 2.1(d).

“**Dispute**” means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to or connected with this Agreement or the transactions contemplated hereby, including any dispute, controversy or claim concerning the existence, validity, interpretation, performance, breach or termination of this Agreement or the relationship of the Parties arising out of this Agreement or the transactions contemplated hereby.

“**Encumbrance(s)**” has the meaning set forth in Article 6.

“**Excalibur**” has the meaning set forth in Recital A.

“Execution Date” has the meaning set forth in the introductory paragraph.

“Facility” or **“Facilities”** means, individually or collectively, as applicable, each of the Initial Facilities and any Added Facilities, [REDACTED]

“Gaming Approvals” means, as applicable, all required approvals, authorizations, licenses, permits, consents, findings of suitability, findings of eligibility, registrations, exemptions and waivers of or from any Gaming Authority.

“Gaming Laws” means those laws pursuant to which any Gaming Regulatory Authority possesses regulatory, licensing or permit authority over gaming within any jurisdiction and, within the State of Nevada, specifically, the Nevada Gaming Control Act, as codified in NRS Chapter 463, NRS Chapter 464, and the regulations promulgated thereunder, and each applicable county or municipal code.

“Gaming Regulatory Authority” means any Governmental Authority responsible for or regulating gaming or gaming activities in any jurisdiction.

“Gaming Regulatory Matter” means, with respect to any Party, such Party has been advised by a Gaming Regulatory Authority that its continued relationship with another Party is a cause of concern for such Gaming Regulatory Authority and that the relationship in question may impact such Party’s or its Affiliate’s suitability or qualification to continue to hold a Gaming Approval or to receive a Gaming Approval (to the extent such Party or its Affiliate is in the process of seeking or intends to seek a Gaming Approval) from such Gaming Regulatory Authority or may otherwise jeopardize its standing as a licensee or qualifier, which in all cases could result in a significant adverse consequence for such Party or any of its Affiliates (as determined in good faith by the applicable affected Party).

“Governmental Authority” means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

“Hub Book” means the RSB Operations at an RSB Area that provides central services to one or more Satellite Books.

“In-Running Wagers” means wagers accepted by an RSB Operation that take place during an event (i.e. wagering that takes place after an event starts), such as but not limited to football, baseball, basketball, etc. as provided by Company and approved by the relevant Gaming Regulatory Authorities.

“Indemnifying Party” has the meaning set forth in Section 7.3(a).

“Indemnitee” has the meaning set forth in Section 7.3.

“**Initial Facility**” or “**Initial Facilities**” has the meaning set forth in Recital A.

“**Initial Licensor**” or “**Initial Licensors**” has the meaning set forth in Recital A.

“**Intellectual Property Rights**” means, on a worldwide basis, any and all of a Party’s: (i) rights associated with works of authorship, including without limitation copyrights, moral rights, database rights and mask-works; (ii) rights in Trademarks; (iii) rights in trade secrets; (iv) rights in patents, designs, utility models, algorithms, and inventions; (v) other intellectual, proprietary and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing now or hereafter in force (including any rights in any of the foregoing); whether or not any of the foregoing are registered, and whether or not any of the foregoing are owned or licensed.

“**Licensor**” or “**Licensors**” means, individually or collectively, as applicable, each of the Initial Licensors and each Provider Entity who executes a joinder and addendum to this Agreement pursuant to Section 2.1(c), [REDACTED]

[REDACTED]

“**Luxor**” has the meaning set forth in Recital A.

“**Mandalay Bay**” has the meaning set forth in Recital A.

“**Materially Update**” means a material structural change or other material modification or improvement to a RSB Area.

“**MGM Grand**” has the meaning set forth in Recital A.

“**Mirage**” has the meaning set forth in Recital A.

“**Mobile Device**” means a mobile communications device used in conjunction with a licensed Mobile RSB System that allow patrons within a licensed gaming establishment to bet or wager on games.

“**Mobile RSB Gaming**” means the conduct of RSB Wagering games through communications devices (whether or not operated solely within a licensed gaming establishment) by the use of communications technology that allows a person to transmit information to a computer to assist in the placing of a bet or wager and corresponding information related to the display of the game, game outcomes or other similar information, for which Gaming Laws require the license holder to be a Licensor. For the purposes of this definition, “**communications technology**” means any method used and the components employed by an establishment to facilitate the transmission of information, including, without limitation, transmission and reception by systems based on wireless network, wireless fidelity, wire, cable, radio, microwave, light, optics or computer data networks.

“*Mobile RSB System*” means the components of the System used to facilitate Mobile RSB Gaming.

[REDACTED]

“*NGC*” means the Nevada Gaming Commission.

“*Non-Breaching Party*” has the meaning set forth in Section 10.2(f).

“*Notice of Dispute*” has the meaning set forth in Section 10.2(a).

“*NRS*” means the Nevada Revised Statutes.

[REDACTED]

[REDACTED]

“*Parent Executive*” means a senior executive officer of the applicable Party.

“*Park MGM*” has the meaning set forth in Recital A.

“*Party*” or “*Parties*” has the meaning set forth in the introductory paragraph.

“*Person*” means any individual, company, partnership (whether general or limited), limited liability partnership, limited liability company, corporation, trust, estate, association, nominee or other entity, including any Governmental Authority.

[REDACTED]

“*Provider*” has the meaning set forth in the introductory paragraph.

“*Provider Entity*” means Provider and any of its Affiliates, including a Licensor.

“*Provider Event of Default*” has the meaning set forth in Section 9.3.

“*Provider Indemnified Parties*” has the meaning set forth in Section 7.2.

[REDACTED]

“**Race Book**” means the business of accepting wagers pursuant to a nonrestricted gaming race book license or other applicable license subject to the Gaming Laws.

“**Race Book Wager**” means a wager accepted in a Race Book, including, without limitation, wagers taken by a nonrestricted gaming licensee that is licensed to take wagers on horse or other animal races using a pari-mutuel or non-pari-mutuel system of wagering, subject to the Gaming Laws.

“**Real Property**” has the meaning set forth in Section 2.2(e).

[REDACTED]

“**Remote Betting Systems**” means cash and non-cash electronic wagering systems (e.g., kiosk, cellular phone or any other such remote devices that enable wagering other than at the Race Book or Sports Pool as may be permitted at a Facility in accordance with Applicable Laws), other than Wagering Stations, that are used to convey cash or account based RSB Wagering between a RSB Player and the Race Book and Sports Pool.

[REDACTED]

“**RSB Area**” has the meaning set forth in Recital B.

[REDACTED]

[REDACTED]

“**RSB Player**” means any person that places wagers at the Race Book and Sports Pool or through an account established there or with respect thereto.

“**RSB Operations**” has the meaning set forth in Section 2.1. For the avoidance of doubt, RSB Operations include, without limitation, Mobile RSB Gaming.

[REDACTED]

“**RSB Wagering**” means all Race Book and Sports Pool wagering pursuant to nonrestricted or other licenses subject to the Gaming Laws.

“**Satellite Book**” has the meaning set forth in NGC Regulation 22.010 with respect to the RSB Operations occurring in Nevada and otherwise has the meaning set forth under Applicable Law.

[REDACTED]

[REDACTED]

“*Sports Pool*” means the business of accepting wagers pursuant to a nonrestricted gaming sports pool license or other license (including, without limitation, athletic event wagering and other event wagering), as such license is defined by the Gaming Laws.

“*Sports Pool Wager*” means a wager made in a Sports Pool (including via any Mobile Device), including In-Running Wagers, but excluding Race Book Wagers. For clarification, Sports Pool Wagers include wagers on athletic events, sporting events or other events, other than horse or other animal races.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“*Trademarks*” means all domestic and foreign trademarks, trade dress, service marks, trade names, icons, logos, slogans, and any other indicia of source or sponsorship of goods and services, designs and logotypes related to the above, in any and all forms, and all trademark

registrations and applications for registration related to such trademarks (including, but not limited to, intent to use applications), including the right to sue for past, present, or future infringement and to collect and retain all damages and profits therefor and to obtain all other forms of injunctive, equitable and other relief related thereto, and all designs and logotypes related to such trademarks, in any and all forms, and all trademark registrations and applications for registration related to such trademarks.

[REDACTED]

[REDACTED]

“*Wagering Stations*” means those fixed terminal and installed tablet positions located at the Facilities and made available to the RSB Player from which the RSB Player may use an account to make Race Book Wagers, Sports Pool Wagers, event wagers or In-Running Wagers.

EXHIBIT A

FORM OF LICENSOR JOINDER AND ADDENDUM

[__], a [__] (“*Licensor*”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of the foregoing Agreement. Notwithstanding anything to the contrary contained in the Agreement, Licensor, Provider and Company hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “*Modified Agreement*”):

- (i) Licensor, as the owner or operator of the Facility known as the [__] (“*New Facility*”), shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the New Facility, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the New Facility as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the New Facility;
- (iii) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the New Facility, and that Company’s sole right to enforce the Modified Agreement with respect to the New Facility shall be against Licensor and not Provider[; and]
- (iv) [insert any location specific amendments].

Licensor:

[INSERT NAME OF LICENSOR]

By: _____
Name: _____
Its: _____

Provider:

MGM RESORTS INTERACTIVE, LLC

By: _____
Name: _____
Its: _____

Company:

ROAR DIGITAL, LLC

By: _____
Name: _____
Its: _____

EXHIBIT B

COMPANY INSURANCE REQUIREMENTS

A. Coverage. Without limiting Company’s liability to Provider and the Provider Indemnified Parties, during the Term, Company, at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to Provider. Company shall be solely responsible for, and required to remedy all, damage or loss to any property caused in whole or in part by Company, its vendors, subcontractors, or anyone employed, directed, or supervised by Company. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best rating of at least A-:VII. The minimum coverage required is as follows:

Type of Coverage	Requirements
Commercial General Liability Insurance (occurrence form)	Covering all of Company’s RSB Operations, RSB Services and products including products liability, completed operations, personal and advertising injury. This insurance shall be blanket contractual and provide coverage for the RSB Operations and RSB Services in connection with Company’s performance related to this Agreement with limits of at least US [REDACTED] each occurrence and US [REDACTED] aggregate for property damage and bodily injury.
Workers’ Compensation Insurance	Limits as required by statute in the State(s) where RSB Operations and/or RSB Services are performed and covering all Company’s employees (including Services Officer) performing RSB Operations and RSB Services in connection with this Agreement. The workers’ compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.
Employers’ Liability Insurance	US [REDACTED] each accident and each employee for disease.
Business Automobile Liability Insurance	US [REDACTED] combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Umbrella/ Excess Liability Insurance	US [REDACTED] each occurrence / aggregate. The umbrella/excess liability insurance policies shall follow form of the primary commercial general liability, business automobile liability and employers’ liability policies.

Technology Errors & Omissions / Network Security Insurance & Privacy Liability Insurance including notification costs

US [REDACTED] coverage each event/aggregate. Technology Errors & Omissions insurance covering liabilities, punitive damages, data breach regulatory fines, penalties, forensic investigations, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all RSB Services and in the provision of all RSB Operations and other deliverables in the performance of this Agreement, including the failure of products to perform the intended function or serve the intended purpose. This policy shall include coverage for loss, disclosure, extortion, and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; data loss and restoration; network security failure, including but not limited to, denial of service attacks, DNS spoofing, and transmission of malicious code. Coverage shall include the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of all RSB Services provided in connection with this Agreement. Additionally, such policy shall cover consequential or vicarious liabilities (e.g., claims brought against Provider and/or any of the Provider Indemnified Parties due to the wrongful acts and failures committed by Company) and direct losses (e.g., claims made by Provider and any of the Provider Indemnified Parties against Company for financial loss due to Company's wrongful acts or failures). This policy shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured. If the Technology Errors and Omissions insurance policy is not in place as of the Execution Date of this Agreement, such coverage must apply retroactively to the date upon which Company began providing RSB Services to Provider and/or any of the Provider Indemnified Parties.

Employment Practices Liability Insurance including third-party liability coverage

US [REDACTED] each claim and in the aggregate all claims. The employment practices liability policy shall be endorsed to provide coverage for third-party liability.

Commercial Crime Insurance including third-party client's property coverage

US [REDACTED] coverage per occurrence. The policy shall include coverage for employee theft/dishonesty, property of clients, theft of money & securities, credit, debit or charge card forgery, electronic funds transfer and computer fraud crime coverage. The commercial crime insurance policy shall name Provider or its designee as loss payee as respects third-party client's property.

Property/Inland Marine Insurance

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

B. Additional Insured. The required commercial general liability, business automobile liability, umbrella/excess liability and technology errors and omissions/network security & privacy liability insurance policies shall name Provider and Provider Indemnified Parties as additional insureds for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in the Agreement. The additional insured status shall apply to the full limits of liability purchased by Company even if those limits of liability are in excess of those required by this Agreement. Company's insurance shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the insurer's liability. The policies required herein shall not exclude claims made against the insured by an additional insured.

C. Certificates of Insurance. Upon execution of this Agreement and prior to the performance of any RSB Operations and/or RSB Services pursuant to this Agreement and within ten (10) days before the expiration of each insurance policy, Company shall furnish Provider with certificate(s) of insurance evidencing the required insurance coverage and referencing this Agreement. Each certificate of insurance shall be delivered to MGM Resorts International Risk Management Department, at 71 East Harmon Avenue, Las Vegas, NV 89109-4539, and to Provider at the address shown in the Notices section of this Agreement.

D. Primacy of Company's Coverage. The insurance coverage and limits Company is required to maintain hereunder shall be primary to any insurance coverage maintained by Provider and the Provider Indemnified Parties which shall be excess and non-contributory. All policies of insurance maintained by Company except the commercial crime insurance policy shall include waivers of subrogation by the insurers in favor of Provider and the Provider Indemnified Parties. Company shall require each subcontractor and/or vendor it retains in connection with the RSB Operations and RSB Services to be provided under this Agreement to waive any and all rights of subrogation they may have against Provider and the Provider Indemnified Parties. Company's policies of insurance shall all provide for such waivers by endorsement or otherwise and shall incorporate such waivers on all certificates of insurance.

EXHIBIT C

ROOM COMPLIMENTARY RATES

█ [REDACTED]

█ [REDACTED]

[REDACTED]

MGM Resorts Interactive, LLC
c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

September 28, 2021

VIA CERTIFIED MAIL

BetMGM, LLC
c/o GVC Holdings PLC

32 Athol Street
Douglas
Isle of Man
Im1 1JB
Attention: Robert Hoskin
Email: [REDACTED]

RE: Notice pursuant to Race Book and Sports Pool Services Agreement, dated July 15, 2019, as amended from time to time (the "Agreement") of acquisition of Acquired Book by Provider Entity. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Mr. Hoskin:

This notice is being sent pursuant to Section 2.1(c) of the Agreement to inform you that Aria Resort & Casino Holdings, LLC, a Nevada limited liability company and a Provider Entity, has acquired an Acquired Book with respect to the Aria Resort and Casino. Enclosed herewith is a Licensor Joinder and Addendum for review and execution.

We also wish to clarify that Aria Resort & Casino Holdings, LLC was inadvertently and erroneously identified as an Initial Licensor in Recital A(12) of the Agreement, and that the contemporaneous Licensor Joinder and Addendum is the first and the only Licensor Joinder and Addendum that relates to the Aria Resort and Casino as an Acquired Book.

Thank you for your cooperation at this time.

Sincerely,

MGM RESORTS INTERACTIVE, LLC,
a Nevada limited liability company

By: [REDACTED]

Name: Jessica Cunningham

Title: Assistant Secretary

cc: GVC Holdings (UK) Ltd
3rd Floor, 1 New Change
London, EC4M 9AF
Attention: General Counsel
Email: [REDACTED]

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Corporate Legal

[signature page to Notice of Acquired Book]

LICENSOR JOINDER AND ADDENDUM

Aria Resort & Casino Holdings, LLC, a Nevada limited liability company (“**Licensor**”), has duly executed this Licensor Joinder and Addendum to evidence its joinder and consent to, and agreement to be bound by, the terms, covenants, conditions, and restrictions of that certain Race Book and Sports Pool Services Agreement dated as of July 15, 2019, as amended by that certain First Amendment to Race Book and Sports Pool Services Agreement dated June 9, 2021 (collectively, the “**Agreement**”). Notwithstanding anything to the contrary contained in the Agreement, Licensor, MGM Resorts Interactive, LLC (“**Provider**”) and BetMGM, LLC (“**Company**”) hereby acknowledge and agree that the Agreement shall be modified as follows (as so modified, the “**Modified Agreement**”):

- (i) Licensor, as the owner or operator of the Facility (as defined in the Agreement) known as the Aria Resort & Casino (“**New Facility**”), shall be solely responsible for all representations, covenants, obligations, indemnities or liabilities which are stated to apply to Provider under the Modified Agreement, but solely with respect to the New Facility, and any breach of any such obligations under the Modified Agreement;
- (ii) Licensor, Provider, and Company hereby acknowledge and agree that (a) Licensor was inadvertently and erroneously identified as an Initial Licensor in Recital A(12) of the Agreement, and (b) this Licensor Joinder and Addendum is the first and the only Licensor Joinder and Addendum that relates to the New Facility;
- (iii) Licensor assumes all rights and obligations of Provider under the Modified Agreement solely with respect to the New Facility as if Licensor had been an original party thereto, and acknowledges and agrees that the Modified Agreement shall be fully enforceable by Company against Licensor with respect to the New Facility; and
- (iv) Provider acknowledges and agrees that the Modified Agreement shall be fully enforceable by Licensor against Company with respect to all representations, covenants, obligations, liabilities and indemnities owed by Company under the Modified Agreement with respect to the New Facility, and that Company’s sole right to enforce the Modified Agreement with respect to the New Facility shall be against Licensor and not Provider.

[remainder of page intentionally left blank]

Licensor:

ARIA RESORT & CASINO HOLDINGS, LLC,
a Nevada limited liability company

By: 

Name: Laura Norton

Its: Authorized Representative

[Signatures continue on following page]

[signature page to Licensor Joinder and Addendum]

Provider:

MGM RESORTS INTERACTIVE, LLC,
a Nevada limited liability company

By: 

Name: Jessica Cunningham

Its: Assistant Secretary

[Signatures continue on following page]

[signature page to Licensor Joinder and Addendum]

Company:

BetMGM, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

[signature page to Licensor Joinder and Addendum]

**FIRST AMENDMENT
TO
RACE BOOK AND SPORTS POOL SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO RACE BOOK AND SPORTS POOL SERVICE AGREEMENT (this “*Amendment*”) is made as of June 9, 2021 (the “*Effective Date*”) by and between MGM Resorts Interactive, LLC, a Nevada limited liability company (“*Provider*”), and BetMGM, LLC (formerly known as Roar Digital, LLC), a Delaware limited liability company (“*Company*”). The Company and the Provider are sometimes together referred to herein as the “*Parties*” and each is individually referred to as a “*Party*.”

A. Provider and Company entered into that certain Race Book and Sports Pool Service Agreement on July 15, 2019 (the “*Agreement*”). Capitalized terms not defined herein shall have their meaning as set forth in the Agreement.

B. Provider and Company desire to amend the Agreement as set forth in this Amendment

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Parties do hereby agree as follows:

1. The first sentence of Section 2.1(a) of the Agreement shall be amended and restated as follows:

[REDACTED]

2. The first sentence of Section 2.1(c) of the Agreement shall be amended and restated as follows:

[REDACTED]

3. Nothing contained in this Amendment should be construed as a waiver of or limitation upon any rights or remedies that any Party may have, all of which are expressly reserved.

4. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A counterpart of this Amendment and returned by electronic means, such as facsimile or e-mail, shall be deemed to be an original counterpart fully binding on the Party so executing and returning such counterpart. This Amendment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party.

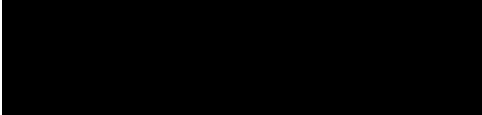
5. The Parties hereto agree that all the remaining terms of the Agreement not amended by this Amendment shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Amendment has been executed by Provider and Company as of the Effective Date.


MGM RESORTS INTERACTIVE, LLC.

By:


Name: Jessica Cunningham
Title: Assistant Secretary

BETMGM, LLC

By:


Name: Adam Greenblatt
Title: CEO

COLLABORATION AGREEMENT: MARKET ACCESS

between

ROAR DIGITAL, LLC

and

MGM RESORTS INTERNATIONAL OPERATIONS, INC.

June 3, 2020

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COLLABORATION AGREEMENT: MARKET ACCESS

This COLLABORATION AGREEMENT: MARKET ACCESS (this “**Agreement**”), dated as of June 3, 2020 (the “**Effective Date**”), is entered into by and between Roar Digital, LLC, a Delaware limited liability company f/k/a MGM GVC Interactive, LLC (“**Roar**”), and MGM Resorts International Operations, Inc. (“**MGM**”). Roar and MGM are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. MGM, directly and through its Affiliates (as defined below), operates, owns, controls and manages gaming entertainment properties throughout the United States of America.

B. Roar is a joint venture between subsidiaries of MGM and GVC Holdings (as defined below), [REDACTED]

C. Policy makers in various States have enacted or are contemplating the legalization of real money online gaming in their State.

D. [REDACTED]

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS; RULES OF CONSTRUCTION; RECITALS

1.1 Defined Terms. Capitalized terms used in this Agreement, the recitals above and its schedules, exhibits and appendices, which are not otherwise defined herein, shall have the following meanings for all purposes of this Agreement:

“**Access Notice**” has the meaning set forth in Section 2.2.

“**Access State**” [REDACTED]

“**Affiliate**” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term

“control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by reason of management authority, by the ability to appoint directors, by contract, or otherwise. For purposes of this Agreement, no Party shall be deemed an Affiliate of the other Party.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“**Arbitrator**” has the meaning set forth in Section 6.3.3.

“**Arbitration Dispute Notice**” has the meaning set forth in Section 6.3.3(b).

“**Bankrupt**” or “**Bankruptcy**” means with respect to any Person, that

(i) such Person (A) makes a general assignment for the benefit of creditors, (B) files a voluntary bankruptcy petition, (C) becomes the subject of an order for relief or is declared insolvent in any Governmental Entity bankruptcy or insolvency proceedings, (D) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law, (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (A) through (D) of this clause (i), or (F) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties, or

(ii) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced against such Person and 120 days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and 90 days have expired without the appointment having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“**Bankruptcy Laws**” means any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally.



“**Brands**” means any trademark, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing that in each case (a) are owned by a Person or its Affiliates or, (b) such Person or its Affiliates has the right to use.

“**Breaching Party**” has the meaning set forth in Section 6.3.6.

“**Business Day**” means any day in which banks are generally open for business in Las Vegas, Nevada.

“**Claim**” has the meaning set forth in Section 2.1.2.

“Commercial Rules” has the meaning set forth in Section 6.3.3.

“Dispute” means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to or connected with this Agreement, including any dispute, controversy or claim concerning the existence, validity, interpretation, performance, breach or termination of this Agreement or the relationship of the Parties arising out of this Agreement.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Gambling Business” means a casino, video lottery terminal facility, racetrack, off-track betting, on-line gaming business or other business involving gaming or wagering.

“Gaming Approvals” means any and all required approvals, authorizations, licenses, permits, consents, findings of suitability, registrations, clearances, exemptions and waivers of or from any Gaming Authority, including those relating to the offering or conduct of gaming and gambling activities, or the use of gaming devices, equipment, supplies and associated equipment in the operation of a casino or other gaming enterprise (including Online Gaming Services) or the receipt or participation in revenues or revenues directly or indirectly derived therefrom.

“Gaming Authority” means, collectively, those international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gaming or gaming activities or the ownership of an interest in any Person that conducts gaming in any jurisdiction, including, within an Access State.

“Gaming Laws” means those Laws pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over gaming within any jurisdiction, including the applicable State Gaming Law.

“Gaming Prohibited Person” shall mean: (a) a person who is identified by any Gaming Authority as unsuitable to be associated with a gaming facility; (b) a person who has been denied Gaming Approval in any jurisdiction; or (c) a person who has been subject to a suspension or revocation of a Gaming Approval in any jurisdiction.

“Gaming Regulations” means any applicable regulations (whether interim or final) promulgated by a Governmental Entity pursuant to, or under authority granted by, the State Gaming Law.

“Governmental Approvals” means, as applicable, all required approvals, authorizations, licenses, permits, consents, findings of suitability, registrations, exemptions and waivers of or from any Governmental Entity, including any Gaming Approvals.

“Governmental Entity” means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority having or asserting executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing, including any Gaming Authority.

“**GVC Holdings**” means GVC Holdings plc.

“**Internet**” means the international computer network of interoperable packet switched data networks, including the world-wide web, without regard to the means (or nature of the device) by which a user accesses the same.

“**Law**” means all applicable federal, state and local laws, statutes, regulations, codes, rules and ordinances including gaming, anti- corruption, environmental and labor laws, Occupational Safety and Health Administration (OSHA) regulations, the Telephone Consumer Protection Act (TCPA) together with TC regulations adopted by the Federal Communications Commission and Title III of the Americans with Disabilities Act.

[REDACTED]

“**MGM**” has the meaning set forth in the Preamble.

“**MGM Group**” means MGM and its Affiliates, excluding Roar.

[REDACTED]

“**Online Casino/Table Games**” means, as permitted by the State Gaming Law, interactive online gaming service offered or conducted via the Internet [REDACTED]

[REDACTED]

“Online Gaming Platform”

[REDACTED]

“Online Gaming Service”

[REDACTED]

“Online Poker”

[REDACTED]

“Online Sportsbook”

[REDACTED]

“Operating Agreement”

[REDACTED]

“Operating License”

[REDACTED]

“Parent Executive” means a senior executive officer of the applicable Party.

“Participants” means those end users who are permitted, in accordance with the applicable State Gaming Law, to participate in an Online Gaming Service.

“Party” and **“Parties”** have the meanings set forth in the preamble of this Agreement.

“**Person**” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or Governmental Entity.

“**Roar**” has the meaning set forth in the preamble of this Agreement.

“**Service License**” [REDACTED]

“**Services Agreement**” [REDACTED]

“**Skin**” [REDACTED]

“**State**” means a state of the USA, including Washington DC or any US possession or territory.

“**State Commencement Date**” means the first date on which a State Gaming Law authorizes a Licensee to offer an Online Gaming Service in such State.

“**State Gaming Law**” means a Law that establishes the statutory framework, including authorizing the creation of necessary rules and regulations, which permits and governs the offering of an Online Gaming Service in the applicable State, and further includes any Gaming Regulations applicable to such State.

“**Term**” means the period starting on the Effective Date and ending on the termination of this Agreement in accordance with the terms set forth herein.

“**Third Party**” means any Person who is not a Party or such Party’s Affiliate, officer, manager, employee, general partner or director.

“**Unsuitable Person**” means a Person who (a) is a Gaming Prohibited Person, (b) causes a Party or any of its Affiliates to lose or to be threatened with the loss of any Gaming Approvals, or (c) is deemed likely, in the sole and absolute discretion of a Party based on verifiable information or information received from the Gaming Authorities or other reliable sources such as background checks, credit searches and searches of the public records, to (i) preclude or materially delay, impede, impair, threaten or jeopardize any Gaming Approval or such Party’s Affiliates’ application for or ability to obtain or retain any Gaming Approval, or (ii) result in the imposition of materially burdensome terms and conditions on any Gaming Approval.

“**USA**” means the United States of America, including any state, territory or possession thereof.

1.2 Exercise of Discretion. Unless expressly stated otherwise in this Agreement, when any Party is entitled to make any decision, take any permissive action (including the granting or withholding of consent or approval, the making of a request, or the waiver of any provision of this Agreement or otherwise), such determination of whether and how to make such decision, take such action, make such request or grant such waiver shall not be exercised in bad faith or in breach of applicable Law, but shall be deemed to be in such Party's sole and absolute discretion.

1.3 Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.

ARTICLE 2

ENABLING LEGISLATION

2.1 [REDACTED]

2.1.1 [REDACTED]

2.1.2 [REDACTED]

[REDACTED]

2.1.3

[REDACTED]

2.2

[REDACTED]

2.3

[REDACTED]

2.4

[REDACTED]

2.5

[REDACTED]

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of MGM. In order to induce Roar to enter into and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby, MGM hereby represents and warrants as of the date hereof to Roar as follows:

(a) Organization and Qualification. MGM is a corporation, duly organized and validly existing under the Laws of the State of Nevada.

(b) Authority and Validity. MGM has the requisite power and authority to execute and deliver, to perform its respective obligations under, and to consummate the transactions contemplated by, this Agreement. The execution and delivery by MGM of, the performance by the MGM Group of their obligations under, and the consummation by the MGM Group of the transactions contemplated by, this Agreement have been duly authorized by the requisite corporate action on its part. This Agreement is the valid and binding obligation of MGM, enforceable against MGM in accordance with its terms, except insofar as enforceability may be affected by Bankruptcy Laws or by principles governing the availability of equitable remedies.

(c) Non-Contravention. The execution, delivery and performance by the MGM Group of this Agreement does not and will not (i) conflict with or violate any provision of any member of MGM Group's organizational documents, (ii) result in any violation of or breach or default under or loss of rights under any contract or agreement to which any member of the MGM Group is a party or by which they are bound, (iii) violate any Law to which any member of the MGM Group is subject, or (iv) violate, conflict with or result in a default, right to accelerate or loss of rights under any order, judgment or decree to which any member of the MGM Group is a party or by which such member is bound or affected.

(d) No Consents. To the best of MGM's knowledge, no approval of, notice to, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to any member of the MGM Group in connection with the execution, delivery and performance of this Agreement. No consent or approval of any other Person is required to be obtained or made by or with respect to the MGM Group in connection with the execution, delivery and performance of this Agreement.

3.2 Representations and Warranties of Roar. In order to induce MGM to enter into and perform its respective obligations under this Agreement and to consummate the transactions contemplated hereby, Roar hereby represents and warrants as of the date hereof to MGM as follows:

(a) Organization and Qualification. Roar is a limited liability company, duly organized and validly existing under the Laws of the State of Delaware.

(b) Authority and Validity. Roar has the requisite power and authority to execute and deliver, to perform its respective obligations under, and to consummate the transactions contemplated by, this Agreement. The execution and delivery by Roar of, the performance by Roar of their obligations under, and the consummation by the Roar of the transactions contemplated by, this Agreement have been duly authorized by the requisite company, corporate, or other such organizational action on their part. This Agreement is the valid and binding obligation of Roar, enforceable against Roar in accordance with its terms, except insofar as enforceability may be affected by Bankruptcy Laws or by principles governing the availability of equitable remedies.

(c) Non-Contravention. The execution, delivery and performance by Roar of this Agreement does not and will not (i) conflict with or violate any provision of Roars' organizational documents, (ii) to the best of its knowledge, result in any violation of or breach or default under or loss of rights under any contract or agreement to which Roar is a party or by which they are bound, (iii) violate any Law to which Roar is subject, or (iv) violate, conflict with or result in a default, right to accelerate or loss of rights under any order, judgment or decree to which Roar is a party.

(d) No Consents. To the best of Roar's knowledge, no approval of, notice to, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Roar in connection with the execution, delivery and performance of this Agreement. No consent or approval of any other Person is required to be obtained or made by or with respect to Roar in connection with the execution, delivery and performance of this Agreement.

ARTICLE 4

COVENANTS

4.1 Commercially Reasonable Efforts.

[REDACTED]

4.2

[REDACTED]

4.2.1

[REDACTED]

4.2.2

[REDACTED]

4.2.3

[REDACTED]

4.3 Gaming Issues. To the extent that during the Term either Party becomes an Unsuitable Person (including as a result of its Affiliates, officers, directors, members, managers, employees, or agents), the Parties shall (i) utilize commercially reasonable efforts to cooperate with each other to resolve the circumstance causing such Party to be an Unsuitable Person and (ii) to the extent not resolved following the efforts pursuant to the immediately preceding clause (i), then the other Party may terminate this Agreement and no Party shall be liable to the other Party as a result of such termination; provided,

[REDACTED]

ARTICLE 5

TERM AND TERMINATION

5.1 Term.

[REDACTED]

[REDACTED]

5.2 Termination.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.3 Cure Rights.

[REDACTED]

5.4 Survival.

[REDACTED]

ARTICLE 6

MISCELLANEOUS

6.1 Independent Contractors. The Parties are acting as independent contractors. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or agency relationship. Neither Party shall have the authority to bind the other Party in any respect.

6.2 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO, OR OTHERWISE APPLY, THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE FOR ANY DISPUTE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

6.3 Dispute Resolution.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.4 Further Cooperation. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

6.5 Assignment. Except as otherwise provided in this Agreement, the Parties may not assign this Agreement or otherwise assign or dispose of all or any portion of its right, title, or interest herein to any Person without the prior written consent of the other Party, which consent may be given or withheld in such other Party's sole and absolute discretion. Any assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties, and each of their respective successors and permitted assigns.

6.6 Counterparts. This Agreement may be executed in any number of counterparts and delivered by electronic transmission by facsimile or in portable document format, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

6.7 Notices. All notices and communications required or permitted to be given hereunder shall be sufficient in all respects if given in writing and delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by facsimile transmission or electronic mail (provided any such facsimile transmission or electronic mail is confirmed either orally or by written confirmation), in each case addressed to the appropriate Party at the address for such Party shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the Party giving such notice:

If to Roar:

Roar Digital, LLC
Harborside Plaza 3
[210 Hudson Street](#), Suite 602
Jersey City, NJ 07302
Attention: Matt Prevost

If to MGM:

MGM Resorts International Operations, Inc.
6385 S. Rainbow Blvd, Suite 500
Las Vegas, NV 89118
Attn: Corporate Legal
Email: [REDACTED]
Phone: [REDACTED]

Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person, or by courier, or transmitted by facsimile transmission or electronic mail during normal business hours or on the next Business Day if delivered after business hours, or upon actual receipt by the addressee after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be. The Parties may change the address, telephone numbers, facsimile numbers and electronic mail addresses to which such communications are to be addressed by giving written notice to the other Parties in the manner provided in this Section.

6.8 Waivers; Rights Cumulative. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

6.9 ENTIRE AGREEMENT; CONFLICTS. THIS AGREEMENT, THE EXHIBITS, SCHEDULES AND JOINDERS/ADDENDUMS HERETO THE SERVICES AGREEMENT AND THE OPERATING AGREEMENT COLLECTIVELY CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, OF THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THERE ARE NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS AMONG THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EXHIBITS HERETO AND NO PARTY SHALL BE BOUND BY OR LIABLE FOR ANY ALLEGED REPRESENTATION, PROMISE, INDUCEMENT, OR STATEMENTS OF INTENTION NOT SO SET FORTH. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF ANY EXHIBIT, SCHEDULE OR JOINDER/ADDENDUM HERETO, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL; PROVIDED, HOWEVER, THAT THE INCLUSION IN ANY OF THE EXHIBITS, SCHEDULES OR JOINDER/ADDENDUM HERETO OF TERMS AND PROVISIONS NOT ADDRESSED IN THIS AGREEMENT SHALL NOT BE DEEMED A CONFLICT, AND ALL SUCH ADDITIONAL PROVISIONS SHALL BE GIVEN FULL FORCE AND EFFECT, SUBJECT TO THE PROVISIONS OF THIS SECTION 6.9 (BUT ONLY TO THE EXTENT THE SAME DO NOT CONTRADICT OR CONFLICT WITH THE TERMS OF THIS AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF THE OPERATING AGREEMENT AND THE SERVICES AGREEMENT, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL GOVERN AND CONTROL.

6.10 Amendments. This Agreement may be amended, supplemented or restated only by an instrument in writing executed by an authorized representative of all of the Parties that are a party thereto.

6.11 Construction. Every covenant, term, and provision of this Agreement shall be construed and interpreted simply according to its fair meaning and shall not be construed or interpreted for or against any Party that drafted or caused its legal representative to draft such covenant, term, or provision.

6.12 Force Majeure. Neither Party shall be held liable or responsible for delay or failure to perform its obligations under this Agreement occasioned by force majeure or any cause reasonably beyond its control, including, without limitation, civil disturbance, fire, flood, earthquake, windstorm, unusually severe weather, act of severe labor trouble, or governmental laws, acts, regulations, embargoes, or orders (whether or not such later proves to be invalid).

6.13 Parties in Interest. Nothing in this Agreement, express or implied, shall entitle any Person other than the Parties or their respective Affiliates, successors and permitted assigns to any claim, cause of action, remedy or right of any kind.

6.14 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Applicable Law, all other conditions and provisions of

this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.



6.16 Confidentiality. The terms of Section 12.8 of the Operating Agreement are incorporated herein by reference and shall constitute a part of this Agreement and any reference to the parties therein shall apply to the Parties, *mutatis mutandis*. The Parties agree that all information related to this Agreement, the termination of this Agreement or the transactions contemplated hereby shall be considered confidential, shall be kept confidential and shall not be disclosed during the term of this Agreement to any Person that is not a Party except as provided in Section 12.8 of the Operating Agreement.

6.17 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or the context otherwise requires: (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated; (b) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement; (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without being limited to”; (d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein; (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (g) any reference to “days” means “calendar days” unless otherwise specified; (h) if a notice is to be given on a specified day, unless otherwise specifically provided herein, it must be given prior to 5.00 p.m., Las Vegas time; (i) references to a Person are also to its successors and permitted assigns; (j) the use of “or” is not intended to be exclusive unless expressly indicated otherwise; (k) any reference “\$” and “dollars” is to the lawful money of the USA; and (l) unless otherwise expressly provided herein, any agreement, instrument, statute, rule or regulation defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument, statute, rule or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in

the case of statutes, rules and regulations) by succession of comparable successor statutes, rules and regulations.

6.18 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ROAR DIGITAL, LLC

By:

Name: Adam Greenblatt

Title: CEO

**MGM RESORTS INTERNATIONAL
OPERATIONS, INC.**

By:

Name: George Kliavko

Title: President, Entertainment & Sports

Exhibit A



See Attached.

LOYALTY PROGRAM & INTEGRATION AGREEMENT

ROAR & MGM

THIS LOYALTY PROGRAM & INTEGRATION AGREEMENT (this “Agreement”) is effective as of July 21, 2020 (the “Effective Date”), by and between MGM Resorts International Operations, Inc., a Nevada corporation (“MGM”) and Roar Digital, LLC, a Delaware limited liability company (“Roar”). MGM and Roar are sometimes together referred to herein as the “Parties” and each is individually referred to as a “Party.” Capitalized terms used but not otherwise defined herein or in Schedule 1 to this Agreement shall have the meanings for such terms set forth in the Operating Agreement.

RECITALS

WHEREAS, an Affiliate of MGM is a Member of Roar that engages in the Business (as defined in the Amended and Restated Limited Liability Company Agreement of Roar Digital, LLC (f/k/a Gameday Interactive, LLC), dated July 30, 2018 (as amended to date, the “Operating Agreement”)).

WHEREAS, [REDACTED];

WHEREAS, the Parties intend that this Agreement will govern [REDACTED];

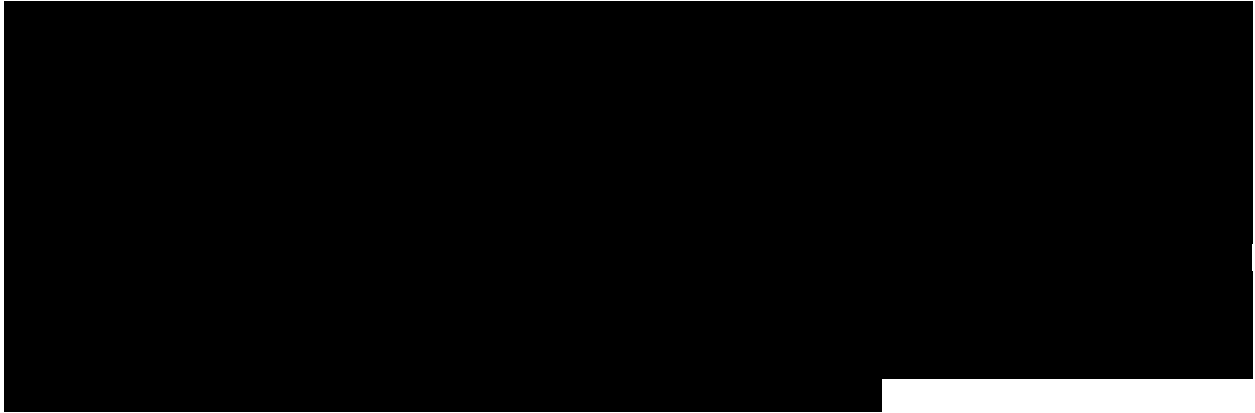
NOW, THEREFORE, in consideration of the promises, reimbursement obligations, and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I

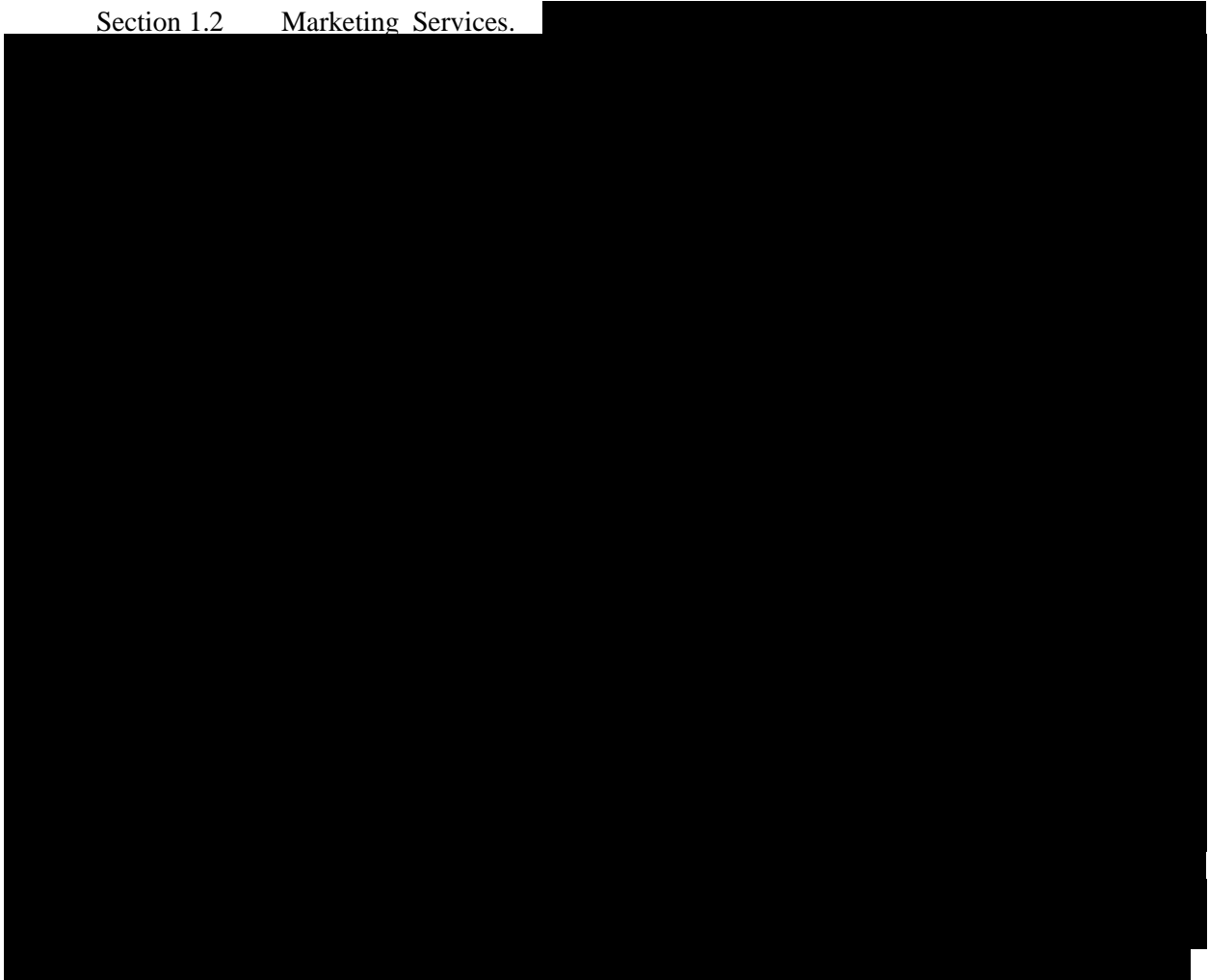
Section 1.1 [REDACTED]

(a) [REDACTED]

(b) Integration. [REDACTED]



Section 1.2 Marketing Services.



Section 1.3 Representations and Warranties.

(a) Each Party represents and warrants to the other that it: (1) has the power and authority to enter into, and to perform its obligations under, this Agreement; and (2) has all necessary rights and authority to grant the other Party all of the rights granted under this Agreement. Each Party covenants to the other that it shall comply with all Laws governing its performance hereunder.

(b) ASIDE FROM THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN THE WARRANTIES PROVIDED IN SECTION 1.3(a) OR ELSEWHERE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES REGARDING THE MARKETING MATERIALS AND PROVIDES SUCH MARKETING MATERIALS ON AN “AS IS” BASIS.

ARTICLE II TERM; TERMINATION

Section 2.1 Term. [REDACTED]

Section 2.2 Effect of Termination. U [REDACTED]

ARTICLE III CONFIDENTIAL INFORMATION

Section 3.1 Obligations. Each Party agrees to (A) keep confidential any information regarding or related to the other Party and/or its business (including, without limitation, Privacy Information) (“Confidential Information”), (B) use Confidential Information of the other Party solely in connection with performing and receiving the Marketing Services, and (C) subject to Section 3.3, not disclose Confidential Information of the other Party to any Person other than to its employees, directors, attorneys, auditors, accountants, consultants, advisors and other properly authorized entities who, in each case, (1) has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person’s scope of responsibility and (2) receives the Confidential Information subject to obligations of confidentiality that are no less stringent than those set forth in this Article.

Section 3.2 Exceptions. Section 3.1 will not apply to any particular information that a Party can demonstrate: (A) was, at the time of disclosure to it, in the public domain; (B) after disclosure to it, was published or otherwise became part of the public domain through no fault of such Party; (C) was in the possession of such Party at the time of disclosure to it without obligations of confidentiality; (D) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (E) was independently developed by such Party without reference to the Confidential Information of the other Party.

Section 3.3 Compelled Disclosure. If a Party receives a request (whether a discovery request, subpoena or other similar request) or is required by a Gaming Regulatory Authority, Laws or legal process to disclose Confidential Information of the other Party, such Party will promptly notify the other Party of the existence, terms and circumstances surrounding such required disclosure, unless prohibited by Law, so that the other Party may seek a protective order or other appropriate remedy, and will provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. In the event a protective order or other remedy is not obtained, the Party receiving the request may disclose only such portion of the other Party’s Confidential Information that it is advised by opinion of counsel it is required to be disclosed.

**ARTICLE IV
DATA AND DATA SECURITY**

Section 4.1 Ownership.

[REDACTED]

Section 4.2 Sensitive Information.

[REDACTED]

Section 4.3 Privacy Policy.

[REDACTED]

Section 4.4 Security and Processing Obligations. Each Party shall comply with the systems, data security and data processing requirements set forth in Exhibit B.

Section 4.5 CCPA.

[REDACTED]

ARTICLE V INDEMNIFICATION OBLIGATIONS AND LIMITED LIABILITY

Section 5.1 Indemnification. Each Party (“Indemnitor”) shall indemnify, defend and hold harmless the other Party and all of its Related Parties (as defined below) (collectively, the “Indemnitees”), from and against any loss, liability or judgment (including without limitation reasonable attorneys’ fees and court costs, DP Losses) (collectively “Losses”) incurred by any Indemnitee in connection with any claim, demand or action brought by a third party against such Indemnitee and arising out of, or resulting from, (i) any breach by Indemnitor of any covenant, obligation, representation and warranty hereunder or (ii) the acts or omissions of Indemnitor or any of its Related Parties. With respect to MGM, “Related Parties” shall mean MGM and MGM Resorts International, and each of their respective Affiliates, and each of their respective officers, directors (including those directors of Roar appointed by a subsidiary of MGM Resorts International), managers, members, partners, shareholders, employees, contractors, agents and representatives, but excluding Roar and its Related Parties. With respect to Roar, “Related Parties” shall mean Roar and GVC Holdings Plc, and each of their respective Affiliates, and each of their respective officers, directors, managers, members, partners, shareholders, employees, contractors, agents and representatives, but excluding MGM and its Related Parties.

Section 5.2 Notice of Claim. In each instance in which indemnity is claimed hereunder, the Indemnitee shall give prompt written notice to the Indemnitor of any claim, action, or proceeding in respect of which indemnity is claimed, together with photocopies of any and all letters, pleadings, or other documents in the Indemnitee’s possession which are alleged to form the material basis of any such claim or action; provided, that, the failure to provide such notice in a timely fashion shall not affect the Indemnitor’s obligations hereunder except and only to the extent that any delay in providing such notice results in actual prejudice to the Indemnitor. In any case, the Indemnitee shall cooperate with the Indemnitor in the defense of any such claim or action to the extent that the Indemnitor and Indemnitee are not adverse parties or have adverse interests therein. The Indemnitor shall have the right to control the defense of any such claim or action by counsel of the Indemnitor’s choice, at the Indemnitor’s sole cost and expense. To the extent that the Indemnitor and Indemnitee may be adverse parties or may have adverse interests therein, the Indemnitee shall have the right to participate in the defense of any such claim or action with separate counsel of the Indemnitee’s choice, at the Indemnitor’s sole cost and expense, which choice of counsel shall be subject to the Indemnitor’s reasonable consent. The Indemnitor shall not agree to any settlement of any claim, action or proceeding or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Indemnitee from all liability with respect thereto, that imposes any liability or obligation on the Indemnitee or that acknowledges fault by the Indemnitee without the prior written consent of the Indemnitee.

Section 5.3 Insurance. MGM shall maintain, at a minimum, the insurance coverage in the amounts and on the terms specified on Exhibit C-1 of this Agreement. Roar shall maintain, at a minimum, the insurance coverage in the amounts and on the terms specified on Exhibit C-2 of this Agreement.

Section 5.4 Limitation of Liability.

(a) Nothing in this Section shall limit either party’s liability for death or personal injury caused by its (including its employees, agents or subcontractors) negligence or for fraud or fraudulent misrepresentation.

(b) Neither Party shall be liable to the other Party for losses with respect to exemplary, consequential, incidental, special damages, including diminution in value, loss of goodwill, and lost profits within such categories of damages, even if such Party has been advised of the possibility

of such damages in advance, provided that such exclusion shall not apply with respect to (collectively, “Excluded Items”): (A) a Party’s fraud, gross negligence, intentional misrepresentation, or intentional misconduct; (B) a Party’s breach of its obligations with respect to Confidential Information of the other Party; (C) a Party’s breach of its obligations relating to data security and privacy; (D) Losses that are subject to indemnity under this Agreement; (E) either Party’s failure to comply with applicable Laws; or (F) either Party’s intentional and willful breach of its covenants, obligations, representations or warranties under this Agreement.

[REDACTED]

**ARTICLE VI
GAMING APPROVALS**

Section 6.1 Gaming Approvals.

[REDACTED] Each Party shall be responsible for obtaining and maintaining all Gaming Approvals required to perform its obligations hereunder and to consummate the transactions contemplated hereby.

Section 6.2 Gaming Regulatory Matters.

(a) The Parties shall cooperate with each other and use their respective commercially reasonable efforts to address and remedy any Gaming Regulatory Matter to each Party’s reasonable satisfaction (including, without limitation, using commercially reasonable efforts to agree upon a process with the applicable Gaming Regulatory Authority with reasonably adequate time to permit the Causing Party to effectuate a remedy thereof). In furtherance of the foregoing, the Parties shall, and shall cause their respective Affiliates to, negotiate in good faith to amend this Agreement, solely to the extent necessary to remedy a Gaming Regulatory Matter; provided, that such amendment may be deemed an Adverse Gaming Consequence, if applicable.

(b)

[REDACTED]

**ARTICLE VII
GENERAL PROVISIONS**

Section 7.1 Amendment and Modification. This Agreement may be amended, supplemented, or restated only by an instrument in writing executed by all of the Parties hereto.

Section 7.2 Waiver. Any of the terms, covenants, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of any Party, or its respective officers, employees, agents, accountants, attorneys, investment bankers, consultants or other authorized representatives, nor any failure by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Party at a later time to enforce the performance of such provision. No waiver by any Party of any condition, or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term of covenant. The rights of the Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 7.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (A) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, e-mail to the e-mail address given below or otherwise, (B) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (C) on the earlier of confirmed receipt or the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

- (1) if to Roar, to:

Roar Digital, LLC
Harborside Plaza 3
210 Hudson Street, Suite 602
Jersey City, NJ 07302
Attention: Matt Prevost
[REDACTED]

- (2) if to MGM, to:

c/o MGM Resorts International
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118
Attention: Mike Stratton
[REDACTED]

With copy to:

Attention: Corporate Legal
[REDACTED]

Section 7.4 Interpretation. When a reference is made in this Agreement to a Section, Article or Schedule such reference shall be to a Section, Article or Schedule of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation”, unless otherwise specified. In this Agreement the

following words and expressions shall have the meanings set out in Schedule 1 unless the context requires otherwise.

Section 7.5 Entire Agreement. This Agreement, together with all agreements incorporated by reference herein, supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter of this Agreement. Notwithstanding any oral agreement of the Parties or their representatives to the contrary, no Party shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the Parties.

Section 7.6 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and its respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 7.7 Governing Law; Submission to Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. Except as otherwise provided in this Agreement, in the event any disagreement, dispute, or claim (collectively, a “Dispute”) arises between the Parties with respect to the enforcement or interpretation of any term or provision of this Agreement, such Dispute shall be resolved in accordance with Section 11.2 of the Operating Agreement, *mutatis mutandis*.

Section 7.8 Assignment; Successors. No Party may assign this Agreement or otherwise assign or dispose of all or any portion of its right, title, or interest herein to any person without the prior written consent of each other Party, which consent may be given or withheld in each other Party’s sole and absolute discretion. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and each other respective successors and permitted assigns.

Section 7.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 7.10 Counterparts. This Agreement may be executed in any number of counterparts and delivered by electronic transmission by facsimile or in portable document format, and each counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

Section 7.11 Force Majeure. Neither Party shall be held liable or responsible for delay or failure to perform its obligations under this Agreement occasioned by force majeure or any cause reasonably beyond its control, including, without limitation, civil disturbance, fire, flood, earthquake, pandemic, windstorm, unusually severe weather, act of labor trouble, lack of or inability to obtain raw materials, transportation, labor, fuel or supplies or governmental laws, acts, regulations, embargoes, or orders (whether or not such later proves to be invalid).

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

**MGM RESORTS INTERNATIONAL
OPERATIONS, INC.**

By:



Name: George Kliavkoff

Title: President, Entertainment & Sports

ROAR DIGITAL, LLC

By:



Name: Adam Greenblatt

Title: CEO

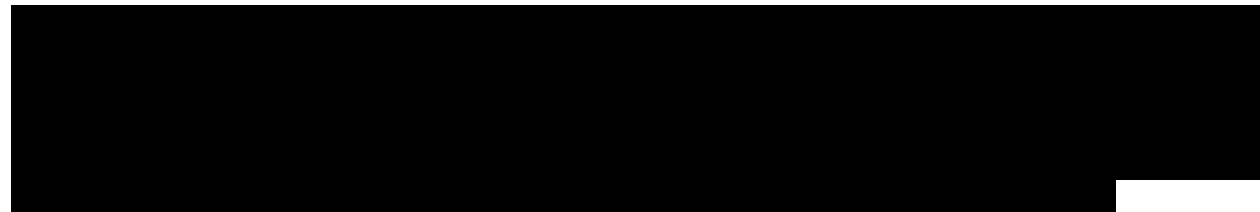
SCHEDULE 1

DEFINITIONS

“Affiliate” shall mean, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, is wholly owned or controlled by or is under common control with such first Person; provided that Roar shall not be considered an Affiliate of MGM.

“Affected Party” means, with respect to a Gaming Regulatory Matter, the Party who has been advised by the Gaming Regulatory Authority that it has a Gaming Regulatory Matter.

“Causing Party” means, with respect to a Gaming Regulatory Matter, the Party causing such Gaming Regulatory Matter.



“Gaming Approvals” means, as applicable, all required approvals, authorizations, licenses, permits, consents, findings of suitability, findings of eligibility, registrations, exemptions and waivers of or from any Gaming Authority.

“Gaming Laws” means those Laws pursuant to which any Gaming Regulatory Authority possesses regulatory, licensing or permit authority over gaming within any jurisdiction and, within the State of Nevada, specifically, the Nevada Gaming Control Act, as codified in NRS Chapter 463, NRS Chapter 464, and the regulations promulgated thereunder, and each applicable county or municipal code.

“Gaming Regulatory Authority” means any Governmental Authority responsible for or regulating gaming or gaming activities in any jurisdiction.

“Gaming Regulatory Matter” means, with respect to any Party, such Party has been advised by a Gaming Regulatory Authority that its continued relationship with another Party is a cause of concern for such Gaming Regulatory Authority and that the relationship in question may impact such Party’s or its Affiliate’s suitability or qualification to continue to hold a Gaming Approval or to receive a Gaming Approval (to the extent such Party or its Affiliate is in the process of seeking or intends to seek a Gaming Approval) from such Gaming Regulatory Authority or may otherwise jeopardize its standing as a Data Provider or qualifier, which in all cases could result in a significant adverse consequence for such Party or any of its Affiliates (as determined in good faith by the applicable affected Party).

“Governmental Authority” means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction. Governmental Authorities include Gaming Regulatory Authority.

“Data Protection Laws” means all applicable laws and regulations, as amended, relating to the processing and/or security of personal data and privacy.

“Intellectual Property” shall mean all copyright and rights in the nature of copyright (including rights in computer software), design rights, patents, trademarks, database rights, applications for any of the above, moral rights, know-how, trade secrets and rights of confidence, domain names or any other rights and forms of protection throughout the world of a similar nature or with a similar effect to any of these for the full unexpired period of any such rights and extensions and/or renewals thereof (whether or not registered and including applications for registration).

“Laws” shall mean any constitution, decree, resolution, law (including common law), statute, act, ordinance, rule, directive, order, treaty, code or regulation or any interpretation of the foregoing, as enacted, issued or promulgated by any Governmental Authority. Laws include Gaming Laws. Laws also include the General Data Protection Regulation, agreed upon by the European Parliament and Council in April 2016, as to activities in or directed at persons located in the European Union and the Canada Anti-Spam Law as to activities in or directed at residents of Canada.

“Person” shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

“Sensitive Information” includes information such as Social Security numbers, driver’s license numbers, passport numbers, credit or debit card numbers, bank or financial account numbers, passwords, protected health information, and other information generally considered to be sensitive in nature.



EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Responsible Gaming.

[REDACTED]

Marketing Preferences.

[REDACTED]

Phase 2

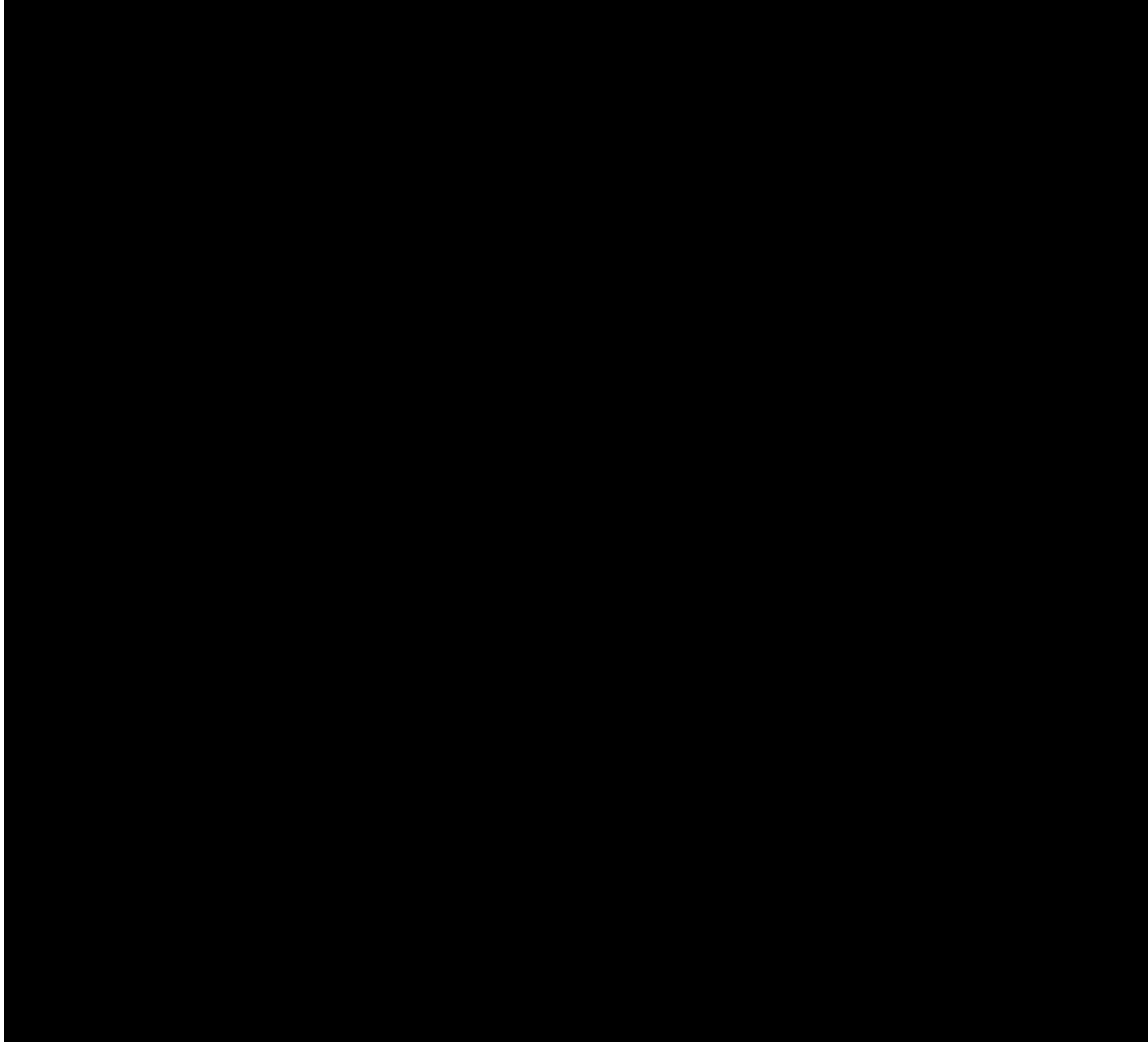
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Phase 3

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SCHEDULE 1 TO EXHIBIT A

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SCHEDULE 1 TO EXHIBIT A

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SCHEDULE 1 TO EXHIBIT A

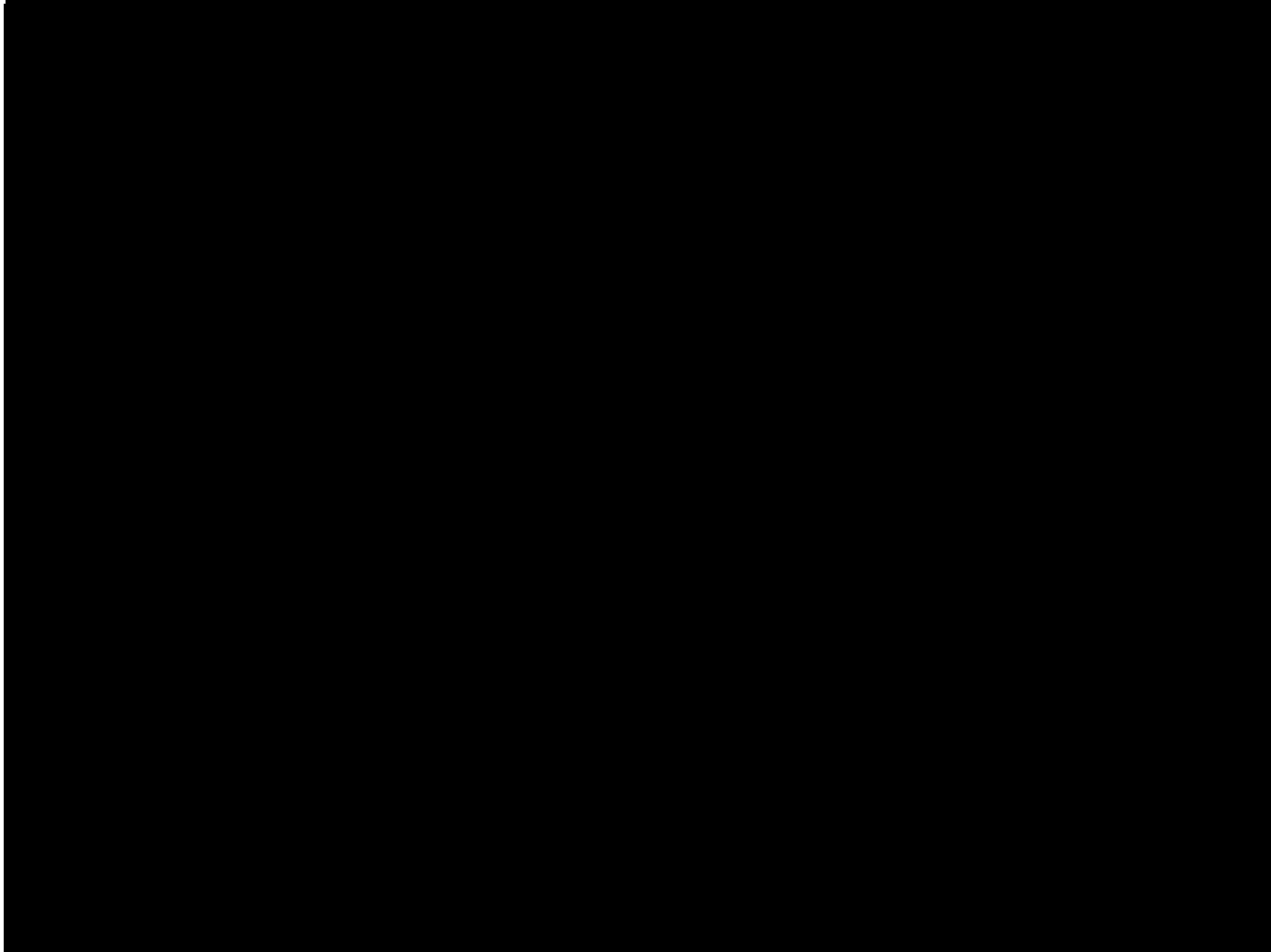
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SCHEDULE 1 TO EXHIBIT A

From	To	API Call	Type	Data Fields
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SCHEDULE 2 TO EXHIBIT A

Type of Data	From	To	Data Field Name	Description
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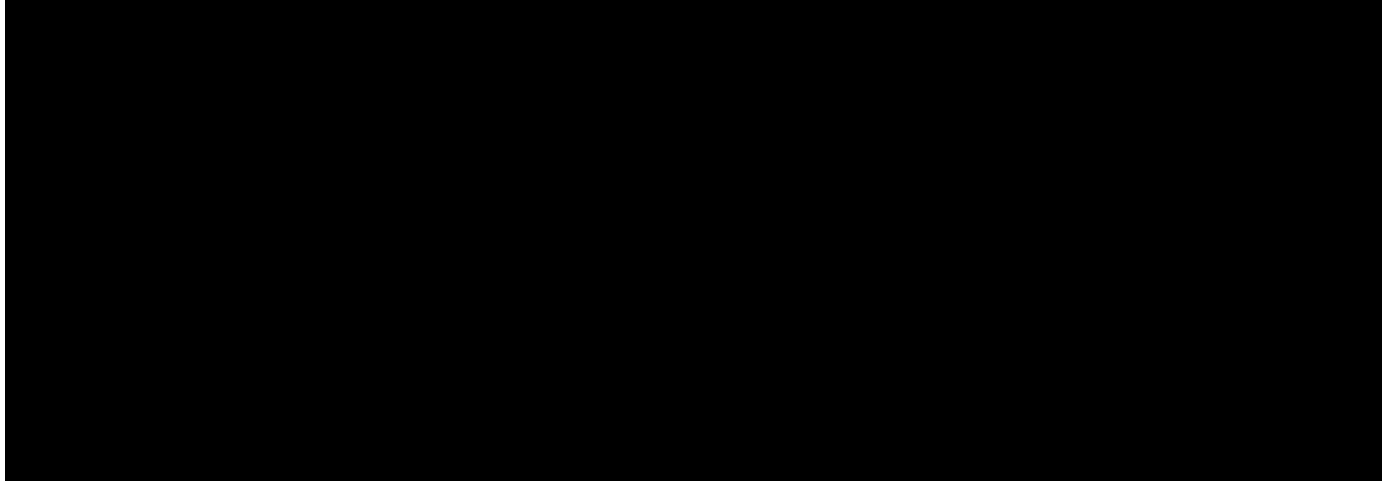


SCHEDULE 2 TO EXHIBIT A

Type of Data	From	To	Data Field Name	Description

SCHEDULE 2 TO EXHIBIT A

Type of Data	From	To	Data Field Name	Description
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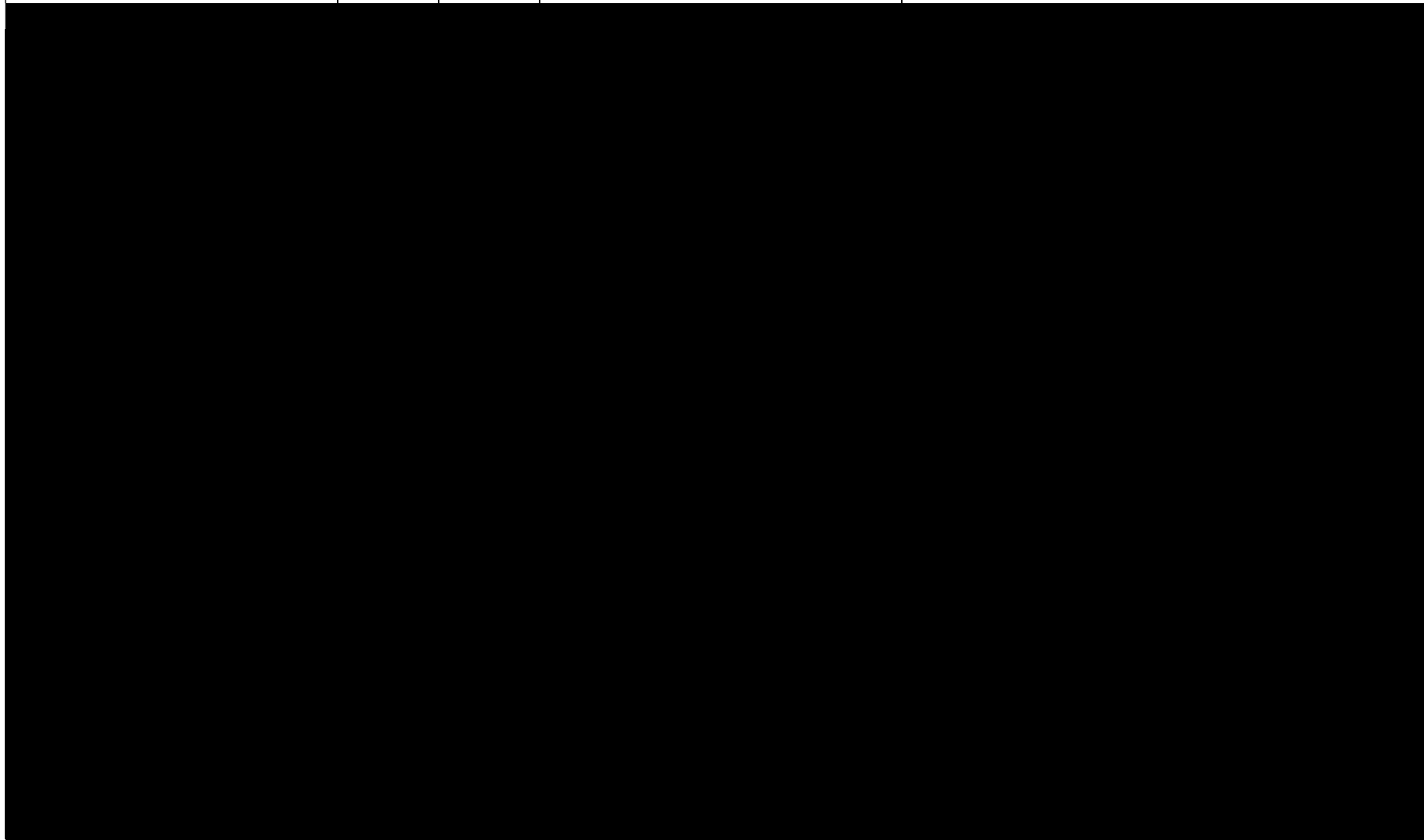


SCHEDULE 3 TO EXHIBIT A

File Name	From	To	Data Fields	Description

SCHEDULE 3 TO EXHIBIT A

File Name	From	To	Data Fields	Description
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SCHEDULE 3 TO EXHIBIT A

File Name	From	To	Data Fields	Description
[Redacted Content]				

SCHEDULE 3 TO EXHIBIT A

File Name

From

To

Data Fields

Description



EXHIBIT B

SYSTEMS, DATA SECURITY AND DATA PROCESSING GUIDELINES

Guidelines.

[REDACTED]

Privacy.

[REDACTED]

Data Security.

[REDACTED]

1 Framework for Protection.

1.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

described in separate policies or instructions delivered to Data Recipient by Data Provider.

3 Access to Confidential Information.

[REDACTED]

[REDACTED]

4 **Securing Infrastructure for Protecting Confidential Information**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 **Physical Security of Facilities.**

[REDACTED]

6 **Business Continuity and Disaster Recovery.**

[REDACTED]

7 **Training.**

[REDACTED]

8 **Right to Audit.**

[REDACTED]

9 **Security Breach Notices.**

[REDACTED]

[REDACTED]

10 **Non-Compliance Notice.**

[REDACTED]

EXHIBIT C-1

INSURANCE REQUIREMENTS FOR MGM

A. Coverage. Without limiting MGM’s liability to Roar and its Related Parties, during the Term, MGM, at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to Roar. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best rating of at least A-:VII. The minimum coverage required is as follows:

Type of Coverage	Requirements
Commercial General Liability Insurance (occurrence form)	Covering all MGM’s services, operations and products including products liability and completed operations coverage. This insurance shall provide coverage for the services, operations and products in connection with MGM’s performance related to this Agreement with limits of at least US [REDACTED] each occurrence and US [REDACTED] aggregate for property damage and bodily injury.
Workers’ Compensation Insurance	Limits as required by statute in the state(s) work and/or services, operations and products are performed and covering all MGM’s employees performing work and/or Compliance Services in connection with this Agreement. The workers’ compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.
Employers’ Liability Insurance	US [REDACTED] each accident and each employee for disease.
Business Automobile Liability Insurance	US [REDACTED] combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Umbrella/ Excess Liability Insurance	US [REDACTED] each occurrence / aggregate. The umbrella/excess liability insurance policies shall be follow form of the primary commercial general liability, business automobile liability and employers’ liability policies.
Network Security, Privacy and Media Liability Insurance	US [REDACTED] coverage each event/aggregate. Network Security, Privacy and Media Liability insurance covering liabilities, punitive damages, and claim expenses arising from loss, disclosure, destruction, unauthorized access or use and theft of data in any form; network security failures and media and content rights infringement and liability. Coverage shall include the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally related crisis management expense for up to one (1) year.
Commercial Crime Insurance including third-party client’s property coverage	US [REDACTED] coverage per occurrence. The policy shall include coverage for employee theft/dishonesty, property of clients, theft of money & securities, credit, debit or charge card forgery, electronic funds transfer and computer fraud crime coverage. The commercial crime insurance policy shall name Roar as loss payee.

B. Additional Insured. The required commercial general liability, business automobile liability,

umbrella/excess liability and network security, privacy and media liability insurance policies shall name Roar and its Related Parties as additional insureds for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in this Agreement. The additional insured status shall apply to the full limits of liability purchased by MGM even if those limits of liability are in excess of those required by this Agreement. MGM's insurance shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the insurer's liability. The policies required herein shall not exclude claims made against the insured by an additional insured.

- C. Certificates of Insurance.** Upon execution of this Agreement and prior to the performance of any Compliance Services or delivery of any work product or deliverables pursuant to the Agreement and at least ten (10) days after to the expiration of each insurance policy, MGM shall furnish Roar with certificate(s) of insurance evidencing the required insurance coverage and referencing this Agreement. Thirty (30) days advance written notice before any termination or cancellation of the policies shown on the certificate takes effect, regardless of whether such action was initiated by MGM, other insured or the insurance carrier, shall be provided directly to Roar at the address shown in the Notices section of this Agreement.
- D. Primacy of MGM's Coverage.** The insurance coverage and limits MGM is required to maintain hereunder shall be primary to any insurance coverage maintained by Roar and its Related Parties which shall be excess and non-contributory except for the Network Security, Privacy and Media Liability Insurance. All policies of insurance maintained by MGM shall include waivers of subrogation by the insurers in favor of Roar and its Related Parties.

EXHIBIT C-2

INSURANCE REQUIREMENTS FOR ROAR

A. Coverage. Without limiting Roar’s liability to MGM and MGM’s Related Parties, during the Term, Roar, at its sole cost and expense, shall carry and maintain insurance coverage and policies reasonably satisfactory to MGM. The required insurance coverage shall be issued by an insurance company or companies with a current A.M. Best rating of at least A-:VII. The minimum coverage required is as follows:

Type of Coverage	Requirements
Commercial General Liability Insurance (occurrence form)	Covering all Roar’s services, operations and products including products liability and completed operations coverage. This insurance shall provide coverage for the services, operations and products in connection with Roar’s performance related to this Agreement with limits of at least US [REDACTED] each occurrence and US [REDACTED] aggregate for property damage and bodily injury.
Workers’ Compensation Insurance	Limits as required by statute in the state(s) where work and/or services, operations and products are performed and covering all Roar’s employees and authorized representatives of Roar performing work and/or services in connection with this Agreement. The workers’ compensation policy shall include coverage for sole proprietors, partners, executive/corporate officers or LLC members.
Employers’ Liability Insurance	US [REDACTED] each accident and each employee for disease.
Business Automobile Liability Insurance	US [REDACTED] combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Umbrella/ Excess Liability Insurance	US [REDACTED] each occurrence / aggregate. The umbrella/excess liability insurance policies shall be follow form of the primary commercial general liability, business automobile liability and employers’ liability policies.
Technology Errors & Omissions, Network Security & Privacy and Media Liability Insurance	US [REDACTED] coverage each event/aggregate. Technology Errors & Omissions insurance covering liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all work product and other deliverables in the performance of this Agreement, including the failure of products to perform the intended function or serve the intended purpose. Coverage for violation of software copyright shall be included. This policy shall include coverage for loss, disclosure, destruction, unauthorized access or use and theft of data in any form; network security failures and media and content rights infringement and liability. Coverage shall include the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year.

Commercial Crime Insurance including third-party client's property coverage

US [REDACTED] coverage per occurrence. The policy shall include coverage for employee theft/dishonesty, property of clients, theft of money & securities, credit, debit or charge card forgery, electronic funds transfer and computer fraud crime coverage. The commercial crime insurance policy shall name MGM as loss payee.

- B. Additional Insured.** The required commercial general liability, business automobile liability, umbrella/excess liability and technology errors & omissions, network security & privacy and media liability insurance policies shall name MGM and its Related Parties as additional insureds for both ongoing and completed operations and include contractual liability coverage for the indemnity provisions contained in this Agreement. The additional insured status shall apply to the full limits of liability purchased by Roar even if those limits of liability are in excess of those required by this Agreement. Roar's insurance shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the insurer's liability. The policies required herein shall not exclude claims made against the insured by an additional insured.
- C. Certificates of Insurance.** Upon execution of this Agreement and prior to the performance of any services or delivery of any work product or deliverables pursuant to the Agreement and at least ten (10) days after the expiration of each insurance policy, Roar shall furnish MGM with certificate(s) of insurance evidencing the required insurance coverage and referencing this Agreement. Thirty (30) days advance written notice before any termination or cancellation of the policies shown on the certificate takes effect, regardless of whether such action was initiated by Roar, other insured or the insurance carrier, shall be provided directly to MGM at the address shown in the notices section of this Agreement.
- D. Primacy of Roar's Coverage.** The insurance coverage and limits Roar is required to maintain hereunder shall be primary to any insurance coverage maintained by MGM and its Related Parties which shall be excess and non-contributory except for the Technology Errors & Omissions, Network Security & Privacy and Media Liability Insurance. All policies of insurance maintained by Roar shall include waivers of subrogation by the insurers in favor of MGM and its Related Parties.

MGM Sports & Interactive Gaming, LLC
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118

June 1, 2020

CONFIDENTIAL

Roar Digital, LLC
Harborside Plaza 3
210 Hudson Street, Suite 602
Jersey City NJ 07302

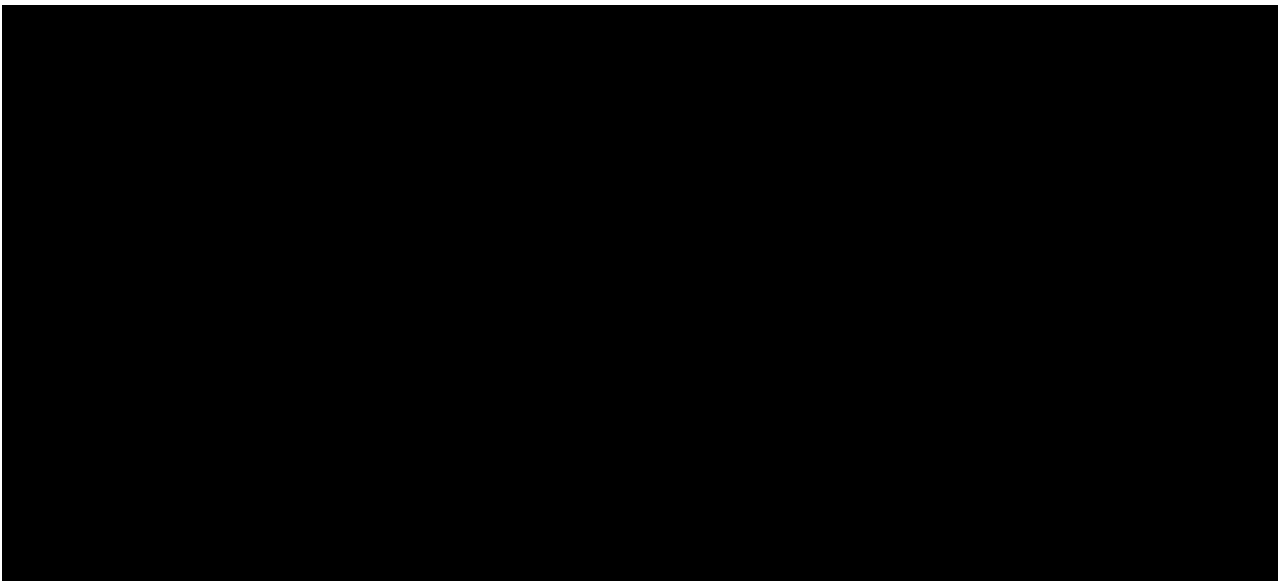
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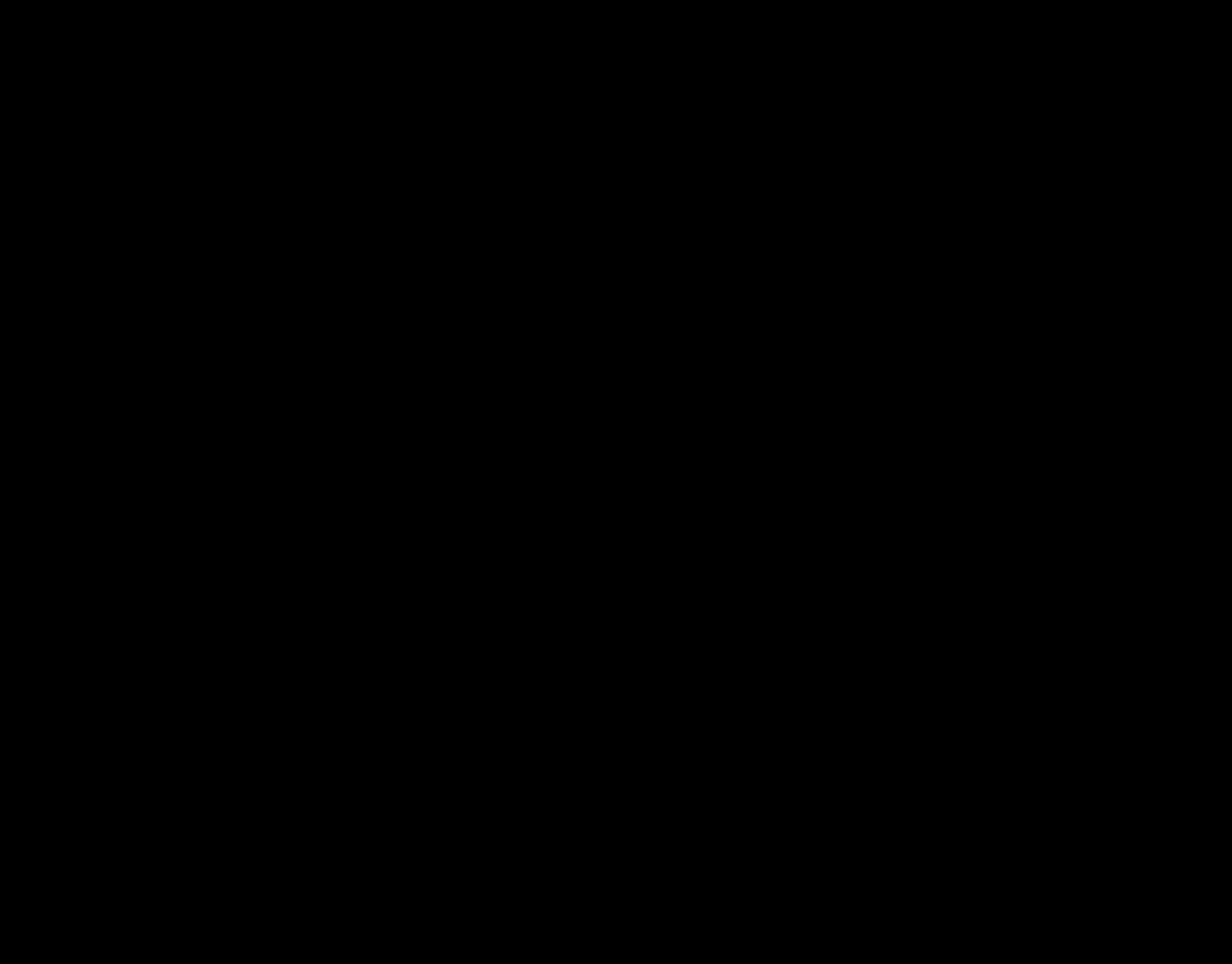
GVC Holdings (USA) Inc.	and	MGM Sports & Interactive Gaming, LLC
c/o GVC Holdings plc		6385 South Rainbow Boulevard, Suite 500
32 Athol Street		Las Vegas, Nevada, 89118
Douglas, IM1 1JB		United States
Isle of Man		

Re: Sports Sponsorship Agreements

Reference is hereby made to that certain the Amended and Restated Limited Liability Company Agreement, dated as of July 30, 2018 (as amended to date, the "Operating Agreement"), of Roar Digital, LLC, a Delaware limited liability company (the "Company"), with MGM Sports & Interactive Gaming, LLC, a Delaware limited liability company (the "MGM Member"), and GVC Holdings (USA) Inc., a Delaware corporation. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

Subject to receipt of Board approval, in accordance with the terms of Section 2.20 of the Operating Agreement, the MGM Member and its Affiliate, MGM Resorts International Operations, Inc. (the "MGM Affiliate"), on the one hand, and the Company, on the other hand, agree to the terms of this letter agreement (this "Agreement") as follows with respect to certain Sports League Agreements:





5. Indemnification. The Company shall defend at its expense, hold harmless and indemnify MGM Member, the MGM Affiliate and each of their respective parent companies and subsidiaries, and each of their respective officers, directors, stockholders, members, managers, partners, employees and agents (collectively, the "Provider Indemnified Parties"), from and against all third party claims, judgments, costs, damages, expenses, fines, penalties, fees, awards, demands, losses and liabilities (including attorneys' fees, court costs, costs of appeal and expert witness fees) of whatever nature (collectively, "Claims") actually incurred by any Provider Indemnified Parties resulting from or relating to (a) the breach by Company of any of its representations, warranties, covenants or obligations contained in this Agreement or (b) the Assumed Obligations. The following procedures will apply in the event a Provider Indemnified Party (each, an "Indemnitee") seeks indemnification pursuant hereto:

- a. the Indemnitee shall promptly notify the Company in writing of the Claim, which notification shall be accompanied by any relevant documents in the possession of the Indemnitee relating to the Claim (such as copies of any summons, complaint or pleading which may have been served and, or any written demand or document evidencing the same). For the avoidance of doubt, a failure to give such notice shall not affect, limit or reduce the indemnification obligations of the Company hereunder, except to the extent such failure actually prejudices the Company's ability to successfully defend the Claim giving rise to the indemnification claim;
- b. the Indemnitee shall make no admission as to liability and shall not compromise nor agree to any settlement of the Claim without the prior written consent of the Company;

- c. the Company shall retain full control over the conduct of the Claim, provided that: (i) it shall notify the Indemnitee of any material developments in the Claim promptly; (ii) it shall use its commercially reasonable efforts to conduct the Claim in a way that does not prejudice the reputation of the Indemnitee; and (iii) the Indemnitee shall cooperate with the Company in the conduct of the claim, including providing the Company with access to and use of all relevant business records and making available its officers and employees for depositions, pre-trial discovery and as witnesses at trial, if required (provided that the Indemnitee will be reimbursed by the Company for any reasonable out-of-pocket expense actually incurred in connection therewith). In requesting any such cooperation, the Company shall have due regard for, and attempt not to be disruptive of, the business and day-to-day operations of the Indemnitee and shall follow the requests of the Indemnitee regarding any documents or instruments that the Indemnitee believes should be given confidential treatment;
- d. the Indemnitee shall have the right to employ its own counsel in respect of any such Claim, but the fees and expenses of such counsel shall be at the Indemnitee's own cost and expense, unless the Company has failed to undertake and prosecute the defense of such Claim; and
- e. notwithstanding anything herein to the contrary, the Company shall have no obligation to defend or indemnify the Indemnitee from any Claim to the extent such Claim is related to or arises out of (i) the intentional wrongful act, fraud or gross negligence of any Indemnitee or (ii) actions taken by the Company at the express direction of any Indemnitee.

6. Limitation of Liability

- a. Nothing in this Section 6 shall limit either Party's liability for death or personal injury caused by its (including its employees', agents' or subcontractors') negligence or for fraud or fraudulent misrepresentation.
- b. Neither Party shall be liable to the other Party for losses with respect to exemplary, consequential, incidental, special damages, including diminution in value, loss of goodwill, and lost profits within such categories of damages, even if such Party has been advised of the possibility of such damages in advance, provided that such exclusion shall not apply with respect to (collectively, the "Excluded Items"): (i) a Party's fraud, gross negligence, intentional misrepresentation, or intentional misconduct; (ii) a Party's breach of its obligations with respect to Confidential Information of the other Party; (iii) Losses that are subject to indemnity under this Agreement; (iv) either Party's failure to comply with applicable Laws in the performance of the Marketing Services; (v) either Party's intentional and willful breach of its obligations to perform the Marketing Services or (vi) liability under Section 6a.
- c. Subject to Section 6a, and except for the Excluded Items which are not limited, each Party's liability under or in connection with this Agreement shall be limited to the Allocated Percentage paid by the Company during the year in which the loss was suffered.

7. Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO, OR OTHERWISE APPLY, THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY, OR

THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE STATE OF DELAWARE FOR ANY DISPUTE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

8. Dispute Resolution.

- a. The procedures set forth hereinbelow shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement (collectively, "Disputes"). The Parties shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation directly between one senior executive officer of each disputing Party. If the relevant Dispute concerns the correct application, or interpretation of, Applicable Law (including Gaming Law) and is not so resolved by the senior executives, the Parties will agree a suitably qualified and experienced law firm (which does not require any waiver of conflicts to so act) to provide an opinion to all Parties in relation to the relevant dispute concerning Applicable Law, in order to adjudicate. Any Party may give the other Parties written notice of any Dispute ("Notice of Dispute"). Within twenty (20) days after delivery of the Notice of Dispute, the receiving Parties shall submit a written response to the initiating Party. The notice and the response shall include (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the Parent Executive who will represent such Party and of any other person who will accompany such Parent Executive. Within ten (10) days after delivery of the written response, the representatives of the Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- b. If the Dispute has not been resolved within ten (10) days of the meeting of the Parent Executives, or if the Parent Executives fail to meet within thirty (30) days of the Notice of Dispute, and the Parties do not otherwise agree to extend the time for negotiation, such Dispute shall be resolved through binding arbitration as hereinafter provided in New York City, New York.
- c. If arbitration is necessary to resolve a Dispute among the Parties, a sole independent and impartial arbitrator ("Arbitrator"), which Arbitrator shall be appointed by mutual agreement of the Parties that are involved in or parties to the Dispute or, if they fail to do so within thirty (30) days after delivery of the Arbitration Dispute Notice (as defined below), the Parties that are involved in or parties to the Dispute (collectively, as the case may be, based on the respective sides of the Dispute) shall designate one individual person otherwise recommended by them as a potential independent and impartial arbitrator, and such two designated individual persons shall mutually agree on the appointment (which agreement on appointment shall be binding on the Parties) of an arbitrator to conduct an arbitration in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS¹ then in effect (the "Commercial Rules") and with the following provisions. The Arbitrator shall conduct the arbitration in accordance with the Commercial Rules and with the following provisions:

¹ Please note that we changed this from AAA. MGM has a strong preference to use JAMS and would like to adjust this in the other Roar documents.

- i. In the event of any conflict between the Commercial Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail and be controlling.
- ii. One of the disputing Parties shall commence the arbitration process by giving written notice (the "Arbitration Dispute Notice") to the Parties to the dispute requesting the appointment of an Arbitrator as described in this Section.
- iii. In the absence of agreement by the Parties as to pre-hearing discovery, the Arbitrator shall order such discovery (including document discovery and depositions) as it determines to be consistent with the reasonable needs of the Parties taking in to account the expedited nature of arbitration; provided, however, that in any event the Arbitrator shall (A) permit the parties on each side of the dispute no more than a total of two depositions (including any deposition of experts), which depositions may not exceed four hours each, one set of ten interrogatories (inclusive of sub-parts), and one set of five document requests (inclusive of sub-parts) and (B) not permit any requests for admissions.
- iv. Not later than thirty (30) days after the conclusion of the arbitration hearing, the Arbitrator shall prepare and distribute to the Parties a writing setting forth the arbitral award and the Arbitrator's reasons for such award. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the disputing Party and the other Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction, provided that the Arbitrator shall have no power or authority to (A) award damages in excess of, or of a type different than, the amount claimed by the disputing Party in such claim, (B) award any of the following types of damages: consequential, punitive, multiple or exemplary damages, or (C) grant injunctive relief, specific performance or other equitable relief, other than granting relief that requires a Party to take an action that was required to be taken pursuant to the terms of this Agreement.
- v. The Arbitrator shall have no power or authority, under the Commercial Rules or otherwise, to (A) modify or disregard any provision of this Agreement, including the provisions of this Section, or (B) address or resolve any issue not submitted by the disputing Party in accordance with the provisions of this Section.
- vi. In connection with any arbitration proceeding pursuant to this Section, each party to the arbitration shall bear its own costs and expenses, except that the fees and costs of the Arbitrator, the costs and expenses of obtaining the facility where the arbitration hearing is held, and such other costs and expenses as the Arbitrator may determine to be directly related to the conduct of the arbitration and appropriately borne jointly by the parties (which shall not include any party's attorneys' fees or costs, witness fees (if any), costs of investigation and similar expenses) shall be shared equally by the disputing Parties. The Arbitrator may, but shall not be required to, award attorney costs to the prevailing party upon its determination that the non-prevailing party did not act (A) in good faith and (B) in the reasonable belief that its actions or inactions were consistent with the terms of this Agreement.

- d. All privileges under state and federal law, including attorney-client, work product, and party communication privileges, shall be preserved and protected and all dispute resolution proceedings under this Section shall be confidential.
- e. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any Dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.
- f. Notwithstanding anything to the contrary in this Section or any other provision of this Agreement to the contrary, in the event of any breach or threatened breach of this Agreement by a Party or any Affiliate of a Party (a "**Breaching Party**"), then in addition to all other rights and remedies that any other Party or any Affiliate of a Party (a "**Non-Breaching Party**") may have, whether at law, in equity, under this Agreement or otherwise, all of which shall be cumulative and not alternative, a Non-Breaching Party shall be entitled to seek injunctive or other equitable relief or remedies to prevent or redress such breach. Each Party acknowledges and agrees, on behalf of itself and each of its Affiliates, that: (i) the right of a Non-Breaching Party to seek and obtain injunctive or other equitable relief or remedies pursuant to this Section is reasonable and necessary to protect each Party; (ii) the covenants and agreements contained in this Agreement relate to matters that are of a special, unique and extraordinary value; and (iii) a breach thereof by a Breaching Party would result in irreparable harm and damages that cannot be adequately compensated by a monetary award. Notwithstanding anything to the contrary in this Section, in no event shall any Non-Breaching Party be permitted to seek or obtain as equitable relief the termination of this Agreement, except as expressly permitted by the Operating Agreement.

For the avoidance of doubt, except as specifically set forth herein, all terms and provisions of the Operating Agreement shall remain in full force and effect unmodified by this Agreement.

[Signature page follows]

MGM SPORTS & INTERACTIVE GAMING, LLC

By: 
Name: George Kliavkoff
Title: President of Entertainment & Sports

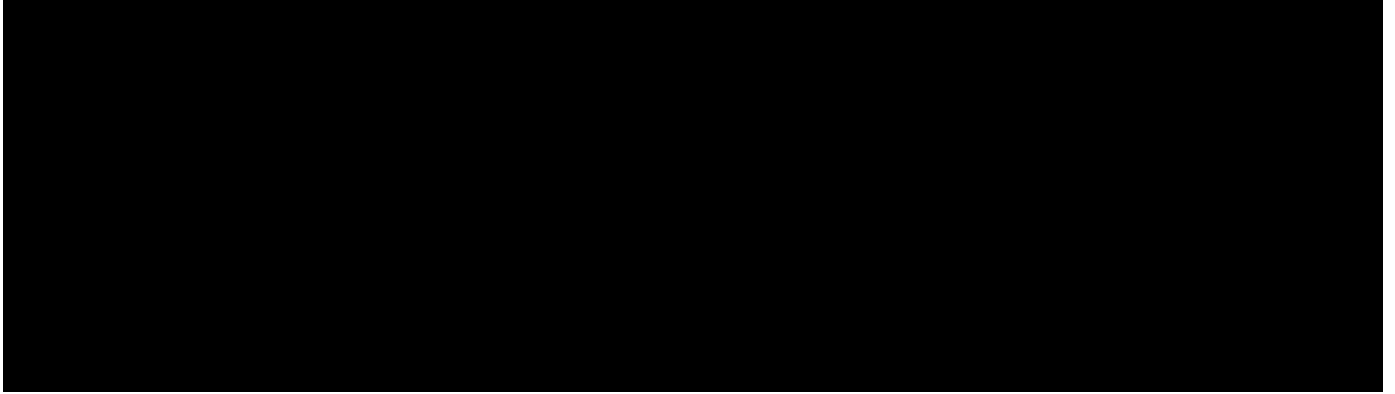
MGM RESORTS INTERNATIONAL OPERATIONS, INC.

By: 
Name: George Kliavkoff
Title: President of Entertainment & Sports

ROAR DIGITAL, LLC

By: 
Name: Adam Greenblatt
Title: CEO

SCHEDULE A



MGM Sports & Interactive Gaming, LLC
6385 South Rainbow Boulevard, Suite 500
Las Vegas, Nevada, 89118

July 30, 2018

CONFIDENTIAL

GVC Holdings (USA) Inc.
c/o GVC Holdings plc
32 Athol Street
Douglas, IM1 1JB
Isle of Man

GVC Holdings (UK) Ltd.
3rd Floor, 1 New Change
London, EC4M 9AF
United Kingdom

Gameday Interactive, LLC
With copies to:

GVC Holdings (USA) Inc. and MGM Sports & Interactive Gaming, LLC
c/o GVC Holdings plc 6385 South Rainbow Boulevard, Suite 500
32 Athol Street Las Vegas, Nevada, 89118
Douglas, IM1 1JB United States
Isle of Man

Re: Disqualified Persons

Ladies and Gentlemen:

Reference is hereby made to that certain the Amended and Restated Limited Liability Company Agreement, dated as of the date hereof (the "Operating Agreement"), of Gameday Interactive, LLC, a Delaware limited liability company (the "Company"), with MGM Sports & Interactive Gaming, LLC, a Delaware limited liability company (the "MGM Member"), and GVC Holdings (USA) Inc., a Delaware corporation (the "GVC Member") as its sole members (collectively, the "Members"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

The MGM Member and the GVC Member agree as follows:

Disqualified Persons.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

All provisions herein shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles). Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Delaware in any action on a claim arising out of, under or in connection with this letter agreement or the transactions contemplated by this letter agreement.

This letter agreement is subject to all of the terms and provisions set forth in Section 11.2 (Dispute Resolution) of the Operating Agreement, which by this reference are hereby incorporated into and made a part of this letter agreement, *mutatis mutandis*, as if they were set forth in its entirety herein.

Except as specifically set forth herein, all terms and provisions of the Operating Agreement shall remain in full force and effect unmodified by this letter agreement.

[signature page follows]

**MGM SPORTS & INTERACTIVE GAMING,
LLC**

By: 

Name: Daniel J. D'Arrigo

Title: Chief Financial Officer

[Signature Page to Side Letter to A&R LLC Agreement]

GVC HOLDINGS (USA) INC

By: 
Name: Robert Hoskin
Title: President and Secretary

[Signature Page to Side Letter to A&R LLC Agreement]

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By:



Name: Daniel J. D'Arrigo
Its: Chief Financial Officer

By: GVC HOLDINGS (USA) INC., a Member

By:

Name: Robert Hoskin
Title: President and Secretary

GAMEDAY INTERACTIVE, LLC

By: MGM SPORTS & INTERACTIVE GAMING, LLC, a
Member

By: _____
Name:
Title:

By: GVC HOLDINGS (USA) INC., a Member

By:  _____
Name: Robert Hoskin
Title: President and Secretary

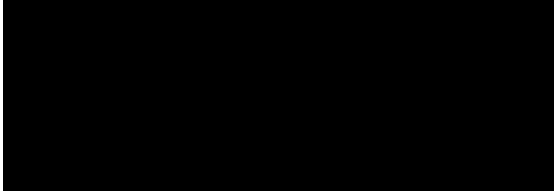
SCHEDULE A

MGM Member: Disqualified Persons



SCHEDULE B

GVC Member: Disqualified Persons





BETMGM

G.3 FINANCIAL STABILITY & INTEGRITY

- b.** Documentation demonstrating the financing structure and plan for the proposal, including all sources of capital. *Please include current capital commitments, as well as plan and timing for meeting future capital needs*

See attached “G3-b-02 Audited Financials 2020 & 2021 CONFIDENTIAL.pdf” as documentation of BetMGM’s sources and uses of capital, along with capital commitments.

BetMGM, LLC

Consolidated Financial Statements Years Ended December 31, 2021 and 2020

**[Remainder of document redacted in accordance with
M.G.L. ch. 23N, § 6(i) as competitively- sensitive or
other proprietary information]**



BETMGM

G.3 FINANCIAL STABILITY & INTEGRITY

- c. A detailed budget of the proposal cost, including any construction, design, legal and professional, consulting, and all other developmental fees. *Also identify all other pre-launch costs, including training, marketing, and initial startup capital*

[REDACTED] estimated marketing budget attached “G3-c-02 Marketing Budget CONFIDENTIAL.pdf”.

Estimated Marketing Budget – Full Year

[Redacted]

[Redacted]

[Redacted]

[Redacted]

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
[Redacted]													



BETMGM

G.3 FINANCIAL STABILITY & INTEGRITY

- d. An analysis, including best, worst, and average case scenarios, that demonstrates the applicant's plan and capacity for accommodating steep downturns in revenues, and provides examples of those plans and strategies that have been successful in other jurisdictions

[REDACTED]

Please also see the slide decks from our most recent Investor Day presentations, attached as "G3-d-02 Investor Day 2021 CONFIDENTIAL.pdf" and "G3-d-03 Investor Day 2022 CONFIDENTIAL.pdf".

[REDACTED]

[REDACTED]

Best, average, and worst case projections, also produced in response to question C.2, are attached here again as "G3-d-04 Revenue Projections CONFIDENTIAL.pdf" and "G3-d-04 Revenue Projections CONFIDENTIAL.xlsx".



Investor Day

APRIL 21, 2021

Disclaimer

Cautionary Statements Concerning Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which involve substantial risks and/or uncertainties, including those described in the MGM Resorts International public filings with the Securities and Exchange Commission. BetMGM has based forward-looking statements on management's current expectations, assumptions and projections about future events and trends. Examples of these statements include, but are not limited to, BetMGM's expectations regarding its financial outlook (including forecasted revenues and EBITDA margins), projected market share position and its expected growth in new and existing jurisdictions. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Among the important factors that could cause actual results to differ materially from those indicated in such forward-looking statements include the significant competition within the gaming and entertainment industry; the Company's ability to execute on its business plan; changes in applicable laws or regulations, particularly with respect to iGaming and online sports betting; the Company's ability to manage growth and access the capital needed to support its growth plans; and the Company's ability to obtain the required licenses, permits and other approvals necessary to grow in existing and new jurisdictions. In providing forward-looking statements, the Company is not undertaking any duty or obligation to update these statements publicly as a result of new information, future events or otherwise, except as required by law. If the Company updates one or more forward-looking statements, no inference should be drawn that it will make additional updates with respect to those other forward-looking statements.

Market and Industry Data

This presentation also contains estimates and information concerning BetMGM's industry that are based on industry publications, reports and peer company public filings. This information involves a number of assumptions and limitations and you are cautioned not to rely on or give undue weight to this information. The Company has not independently verified the accuracy or completeness of the data contained in these industry publications, reports or filings. Third party logos and brands included in this presentation are the property of their respective owners and are included for informational purposes only.

Important Note Regarding Non-GAAP Financial Measures

In this presentation we provide certain financial measures, including Net Revenue and Projected Net Revenue from operations, which have not been prepared in accordance with GAAP. Management believes this presentation, which it uses for its own analysis of operations, is useful in that it reflects the true economic performance of the business. If BetMGM presented these financial measures in accordance with GAAP, then BetMGM would present the revenues associated with its Nevada digital and retail sports betting operations differently, until such time as BetMGM is directly licensed as a Nevada gaming operator. Currently under GAAP, its calculation of Net Revenue would be on a basis net of operating costs, such that the GAAP reported Net Revenue would be lower than the Net Revenue reported herein, with Net Income remaining the same.

BetMGM is a winning combination of two industry leaders



\$32B
Long-term total addressable market¹

20% - 25%
Long-term U.S. market share¹

\$450M
Investment this year

¹ See assumptions on page 9

² Total market share by GGR for retail, Online Sports Betting (OSB) and iGaming across all active U.S. jurisdictions



BETMGM
BELIEVE IN YOUR GAME

Agenda

**Business and
Market Overview**

Product

Marketing

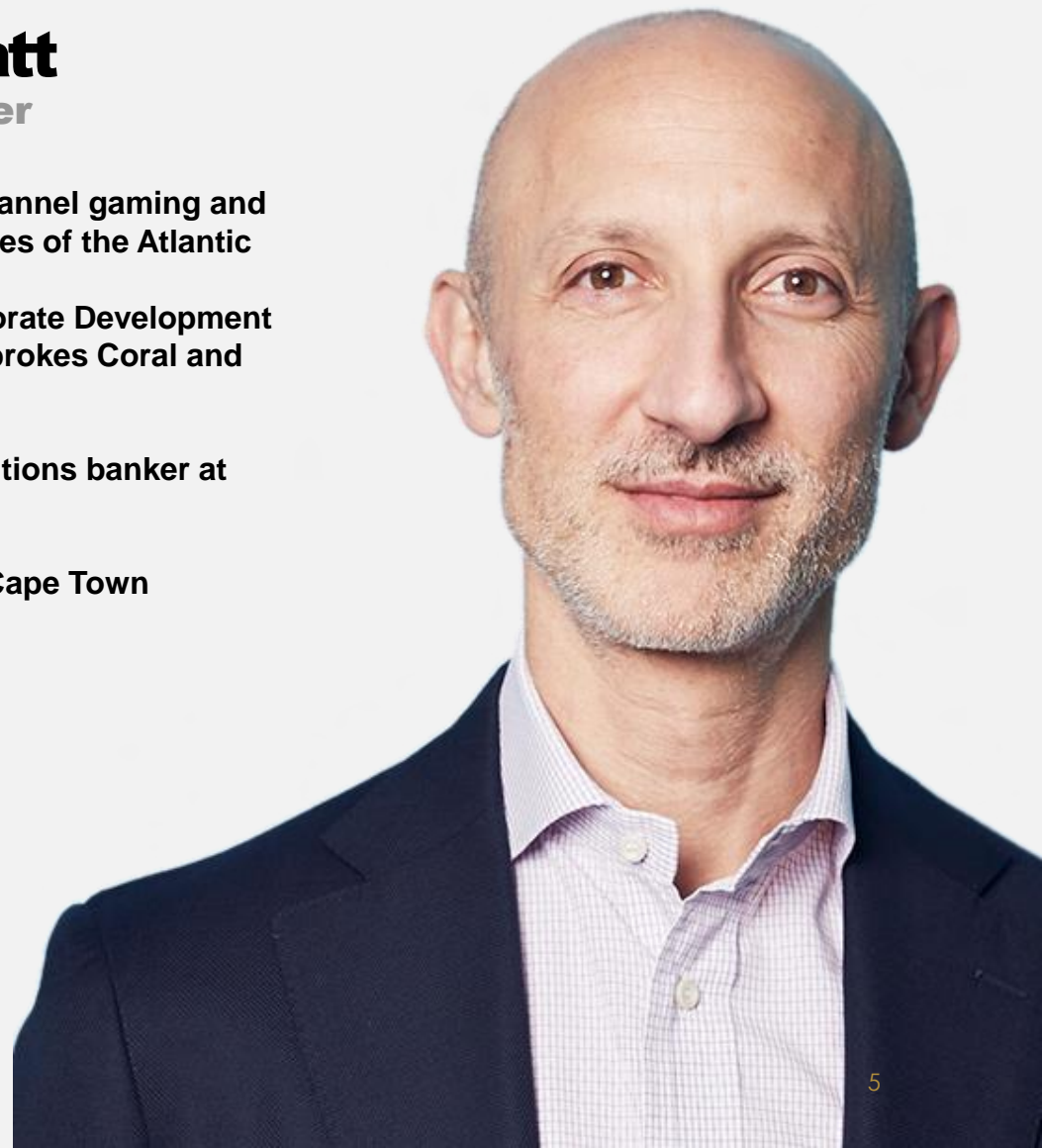
Financials

Q&A

Adam Greenblatt

Chief Executive Officer

- Deep experience in omni-channel gaming and sports betting from both sides of the Atlantic
- Previously Director of Corporate Development and Strategy at Entain, Ladbrokes Coral and Ladbrokes
- Former mergers and acquisitions banker at Rothschild & Co
- B.S. from the University of Cape Town



Executive Summary

\$163M

Estimated Q1
2021 net revenue¹

\$1B+

Forecasted 2022
net revenue¹

22%

February market share across
all active jurisdictions²

\$32B

Long-term total
addressable market (TAM)³

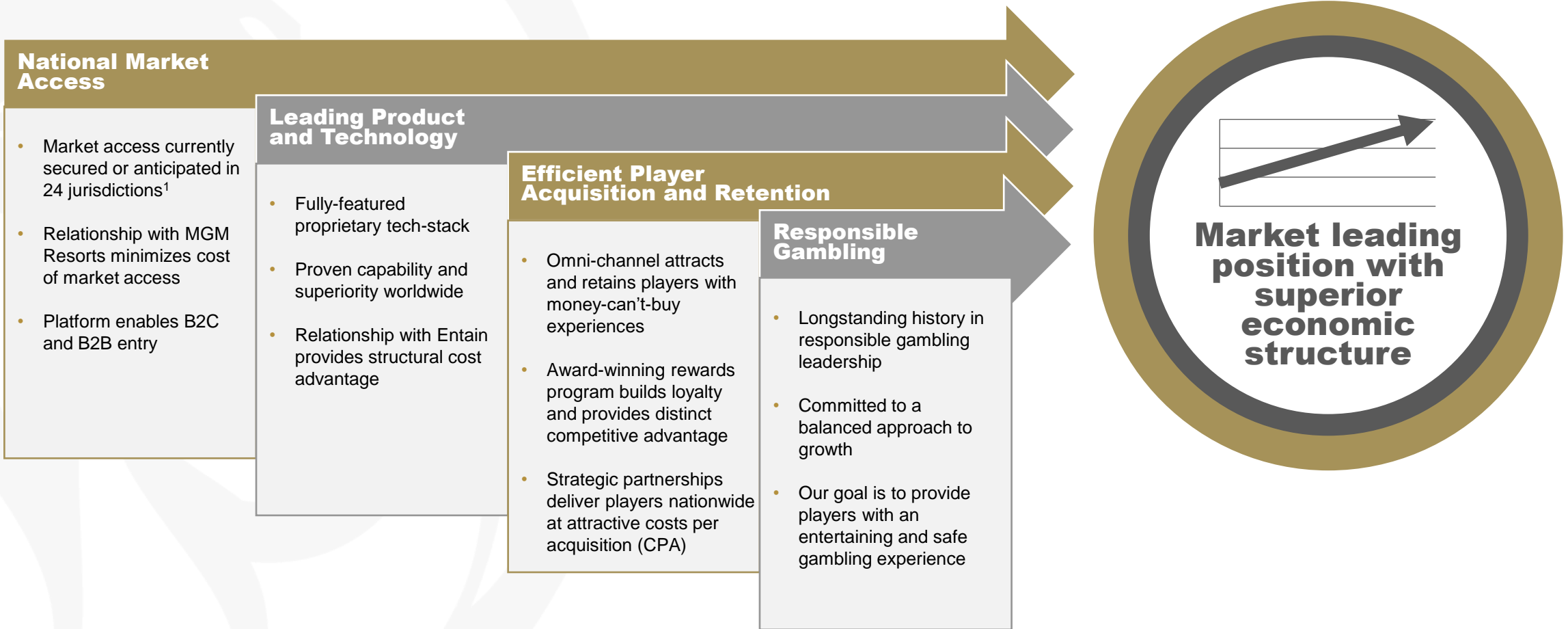
20-25%

Expected long-term
U.S. market share

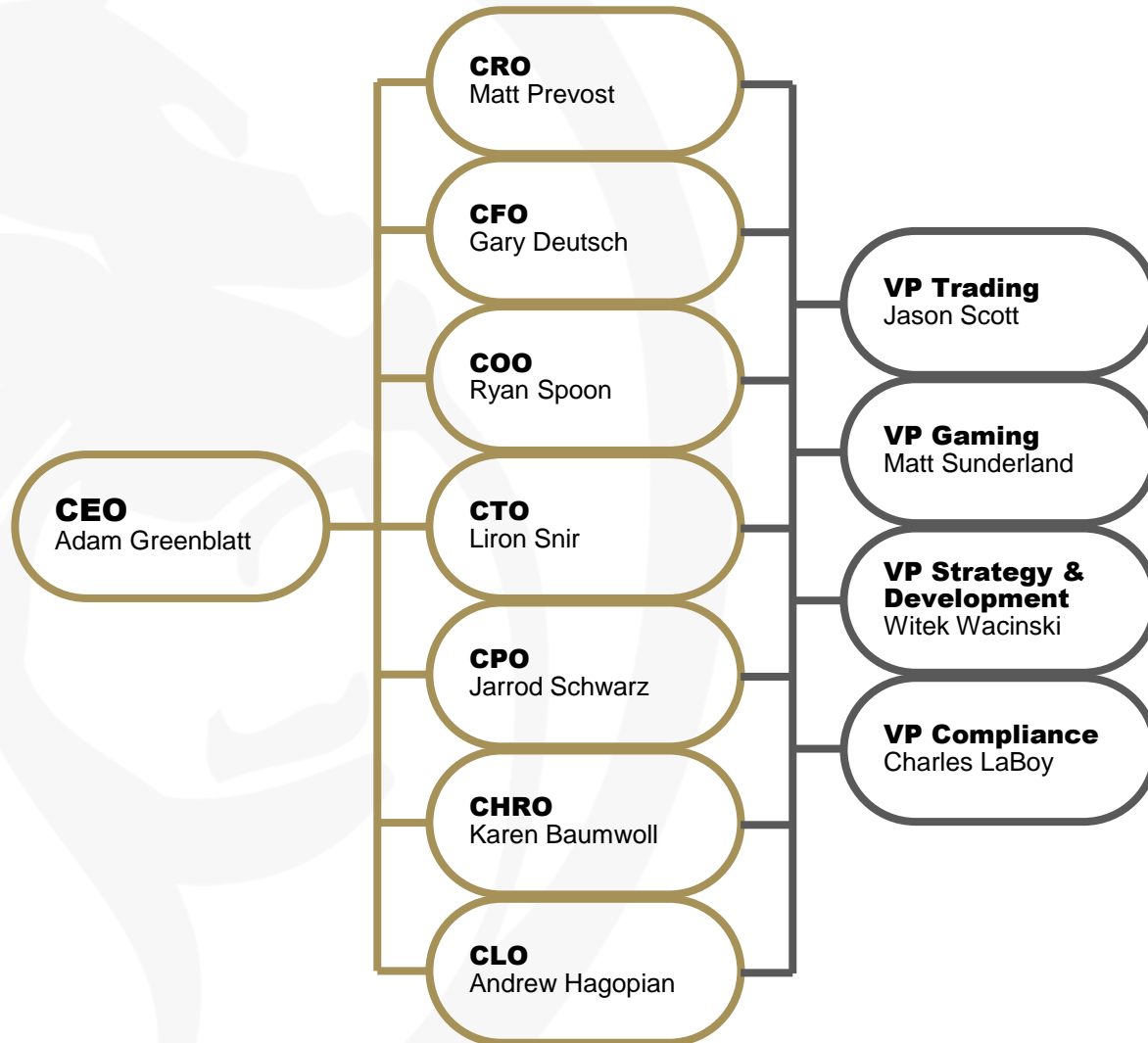
30-35%

Expected long-term
EBITDA margin¹

We have created a sustainable competitive advantage



Built by a highly-experienced team



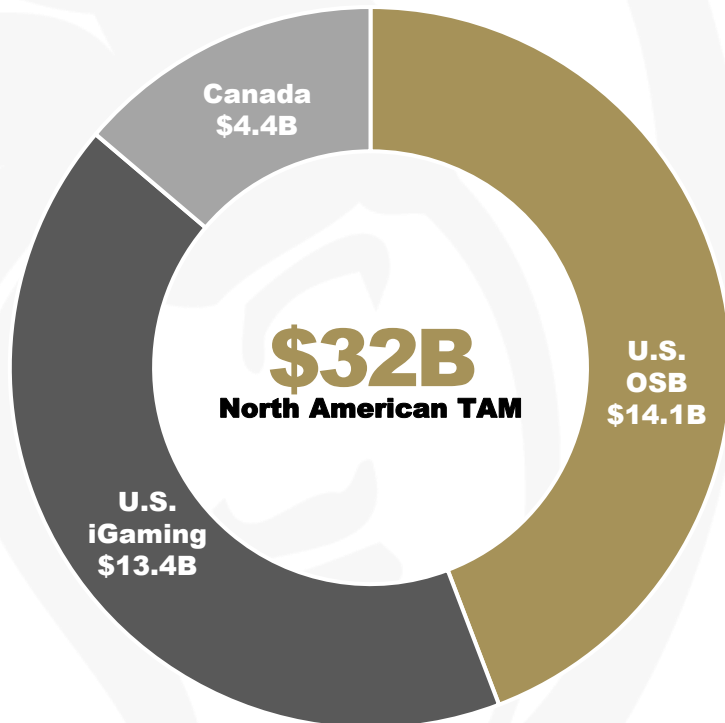
500+
Employees

**Broad experience
across gaming,
technology and
media**



Massive long-term North American opportunity

Total Long-Term Addressable Market



U.S. OSB

- ~65% of the adult population
- Average GGR per adult of ~\$90

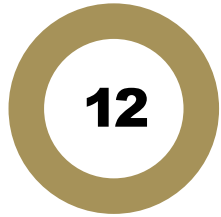
U.S. iGaming

- ~35% of the adult population
- Average GGR per adult ~\$160

Canada

- ~65% of the adult population¹
- Average GGR per adult of ~\$65 for OSB and ~\$115 for iGaming

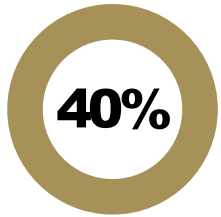
Secured broad market access



Active jurisdictions



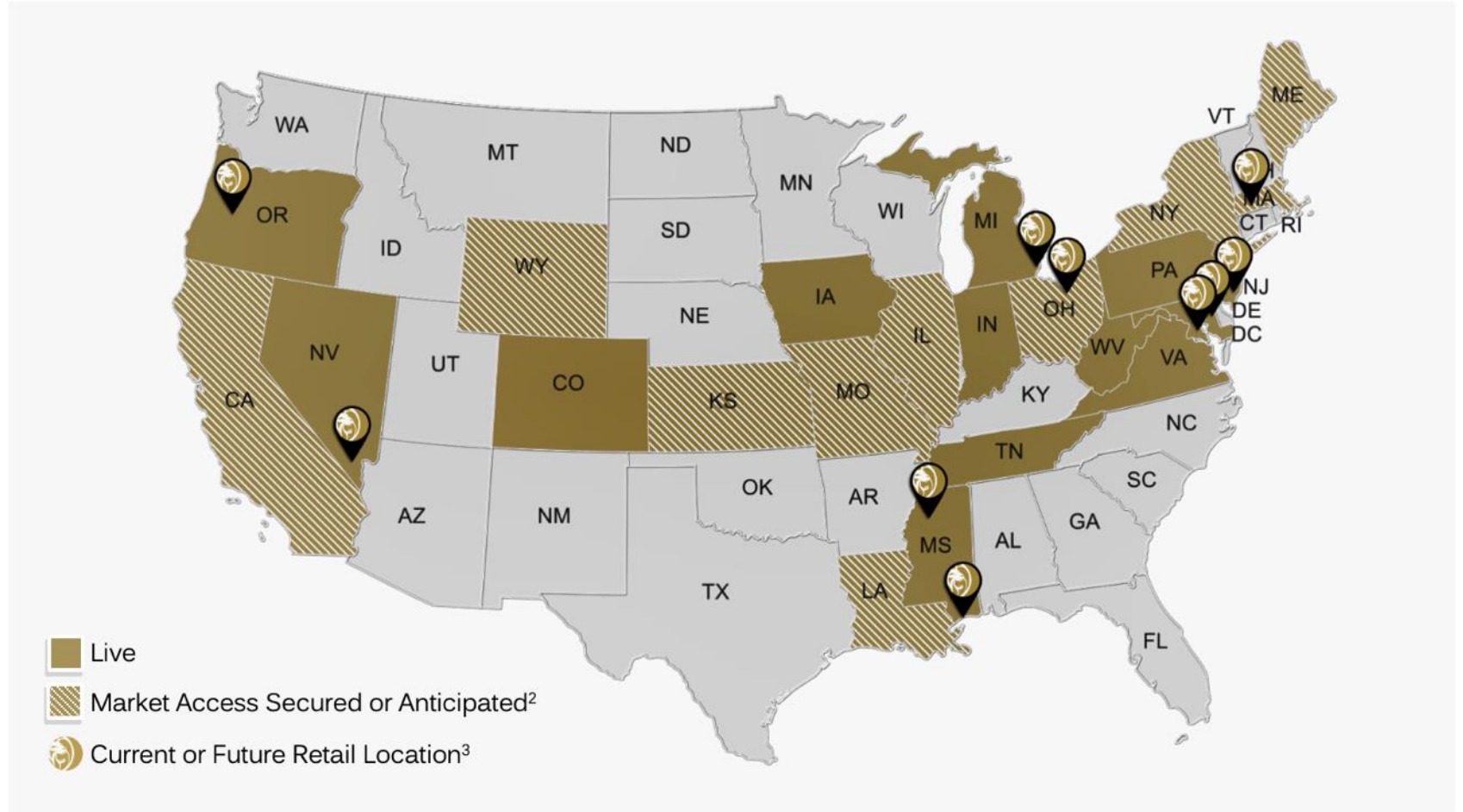
Expected live jurisdictions in next 12 months



Population with expected access in next 12 months¹



Market access secured or anticipated²

















¹ Approximate U.S. adult population with access to OSB and / or iGaming in jurisdictions where BetMGM is expected to be active

² Includes open license jurisdictions where BetMGM intends to apply for market access

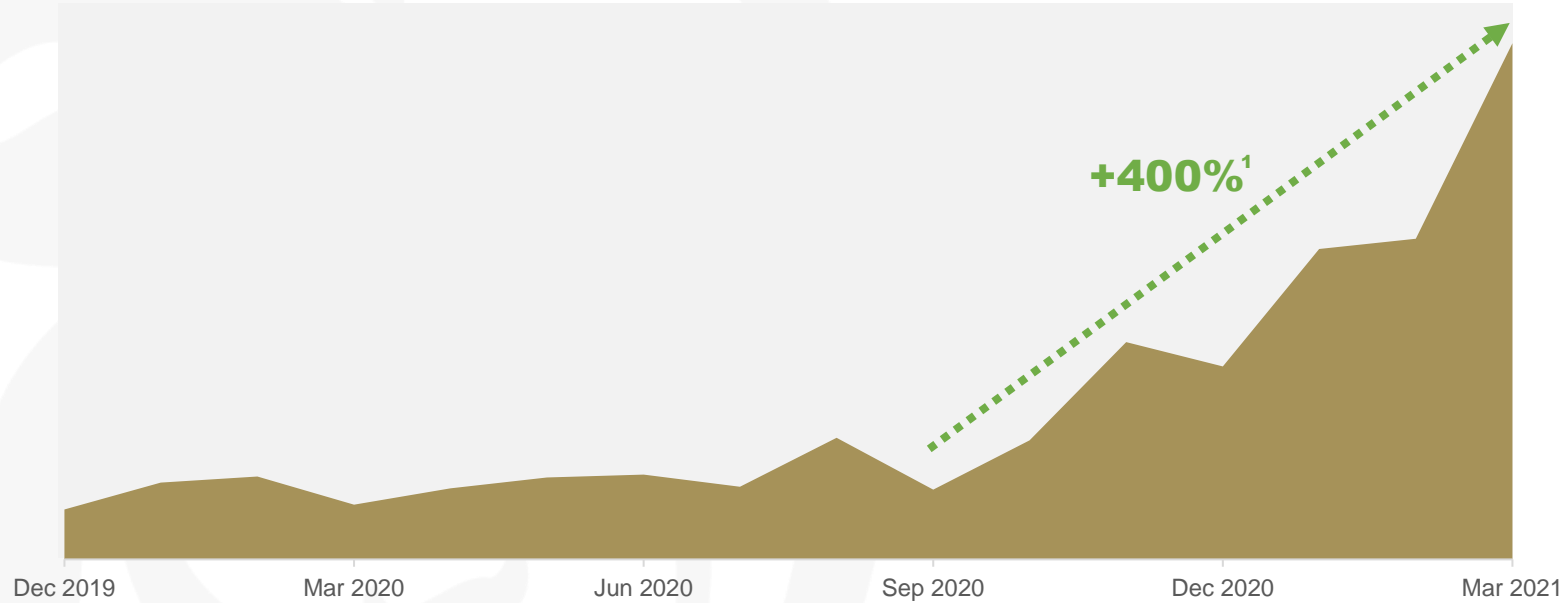
³ Future locations at MGM properties subject to enabling legislation

Proven ability to win in different types of markets

	Michigan	Colorado	New Jersey
Market Position ¹	#1 OSB, iGaming, Retail	#1 OSB (est.)	#1 iGaming
Products	 OSB  Gaming  Poker	 OSB	 OSB  Gaming  Poker
Day-1 Launch	✓	✓	
Omni-channel			
Local Partnerships	  		

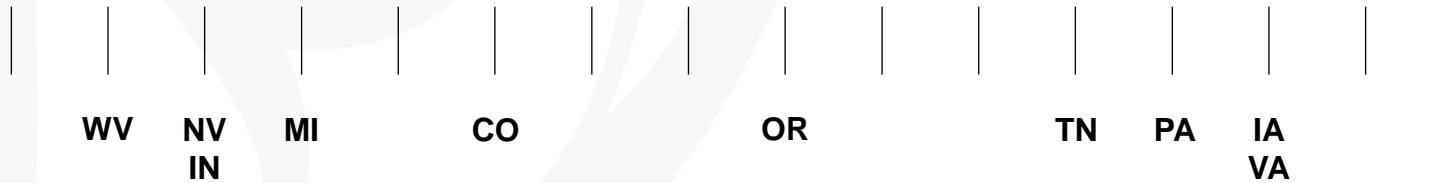
Poised to sustain rapid growth

Monthly Gross Gaming Revenue (GGR)



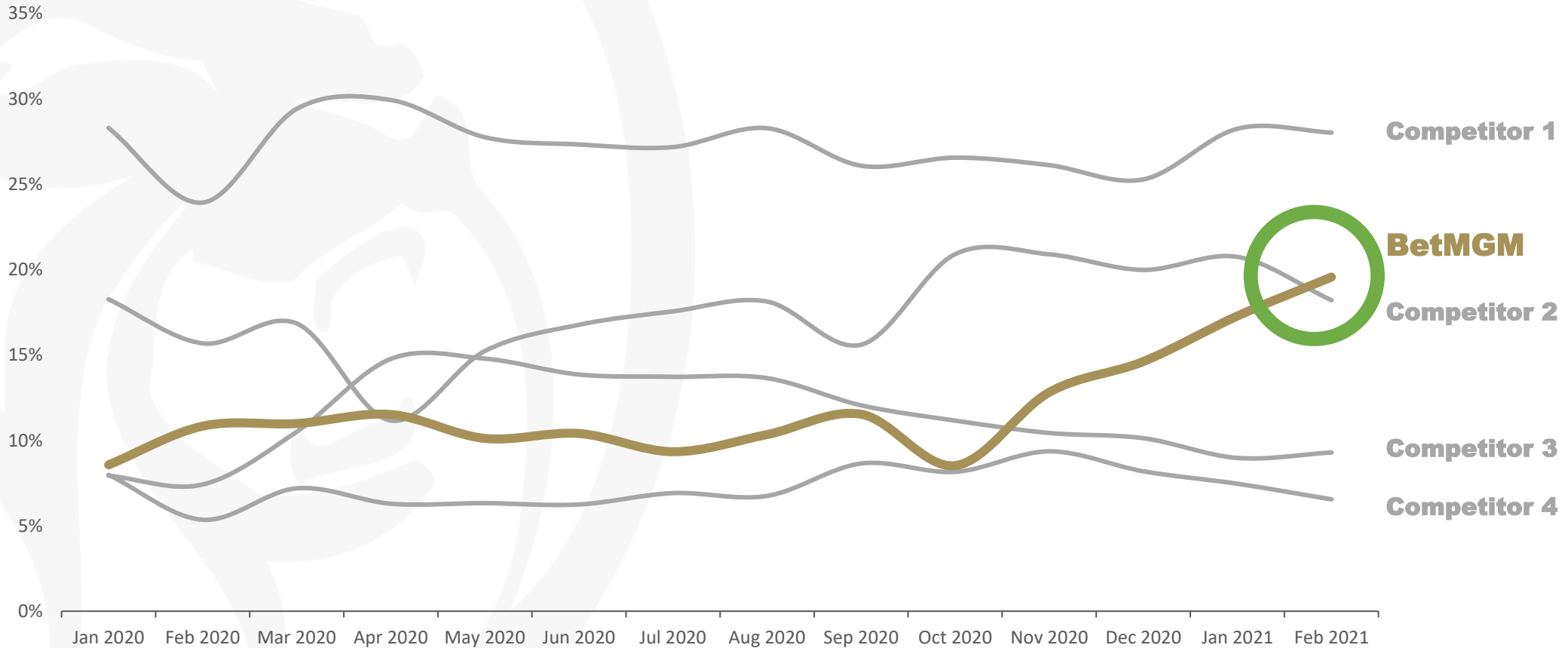
- ✓ **Proven ability to launch on day 1**
- ✓ **Platform built to deliver rapid market rollout**
- ✓ **Top 3 in U.S. OSB²**
- ✓ **#1 in U.S. iGaming²**

State Launches



Positioned to be a long-term market leader

Overall Estimated National Market Share¹



Agenda

**Business and
Market Overview**

Product

Marketing

Financials

Q&A

Ryan Spoon

Chief Operating Officer

- Deep product and technology experience across the digital sports and media industries
- Most recently served in various senior leadership roles at ESPN, including SVP of Social & Digital Content and SVP of Digital Product and Design
- Former venture capitalist at Polaris Venture Partners
- B.A. from Duke University



Technology enables exceptional user experience

Customer Channels

Sports Betting

Casino

Retail & Omni

Loyalty & Rewards

Enabled by our
**LEADING
GLOBAL &
PROPRIETARY
TECHNOLOGY**

Product Principles

Simplicity

Speed

Live

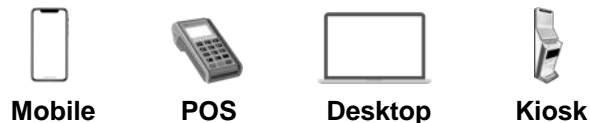
Personalization

Proprietary tech-stack provides competitive advantage

Multi-Brand



Omni-Channel



API Services



Player Management System

Supporting Ecosystem Tools

Competitive Advantages

- ✓ Multi-brand capabilities
- ✓ Seamless omni-channel offering
- ✓ Best-in-class integrations
- ✓ Robust player analytics
- ✓ Superior operating flexibility
- ✓ Unmatched scalability
- ✓ Cost efficient

The King of Sportsbooks

2M+

Sports bets per day made through Entain platforms worldwide

43%

Of total handle comes from in-play bets

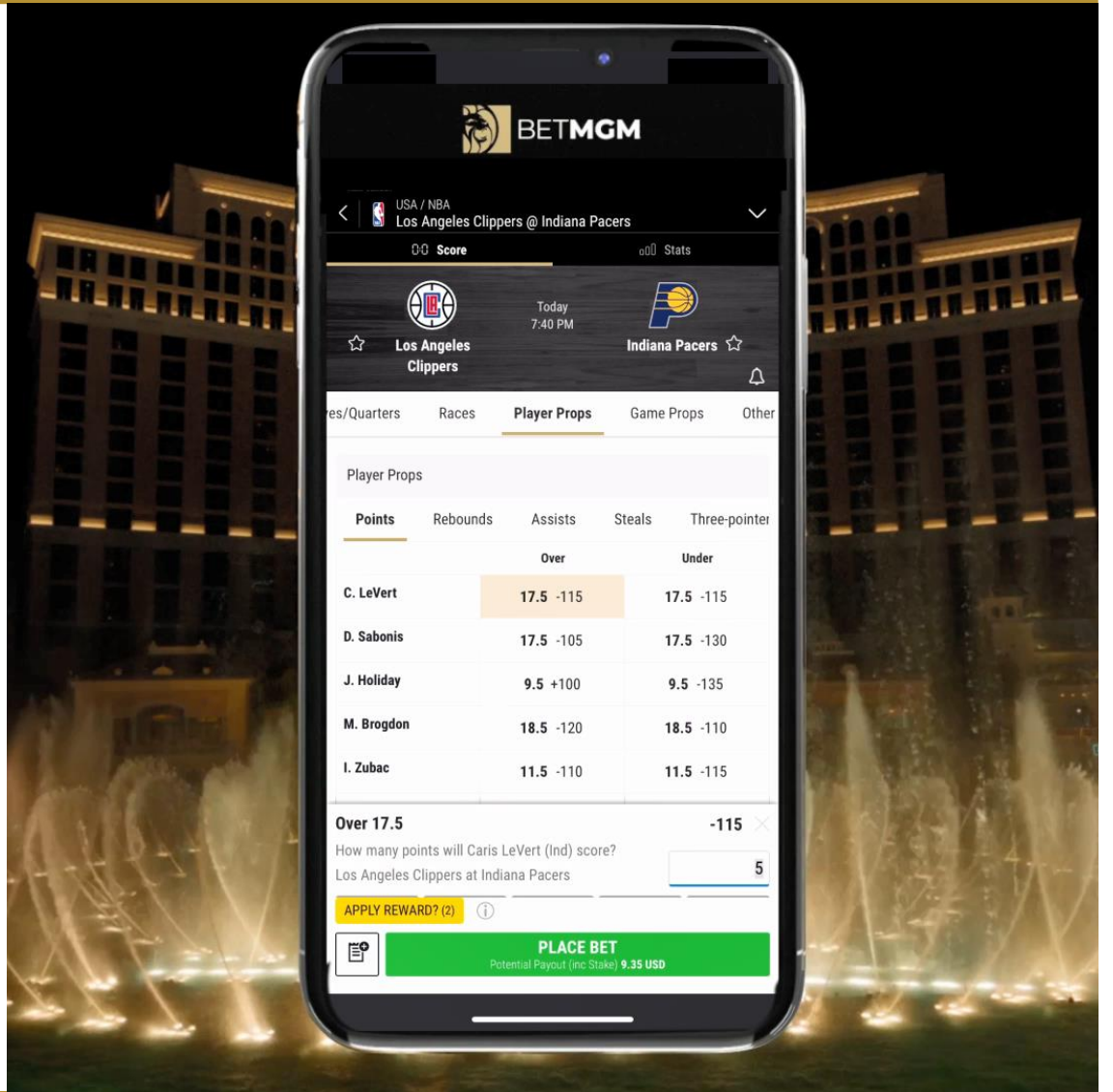
116%

Quarterly growth in parlay bets

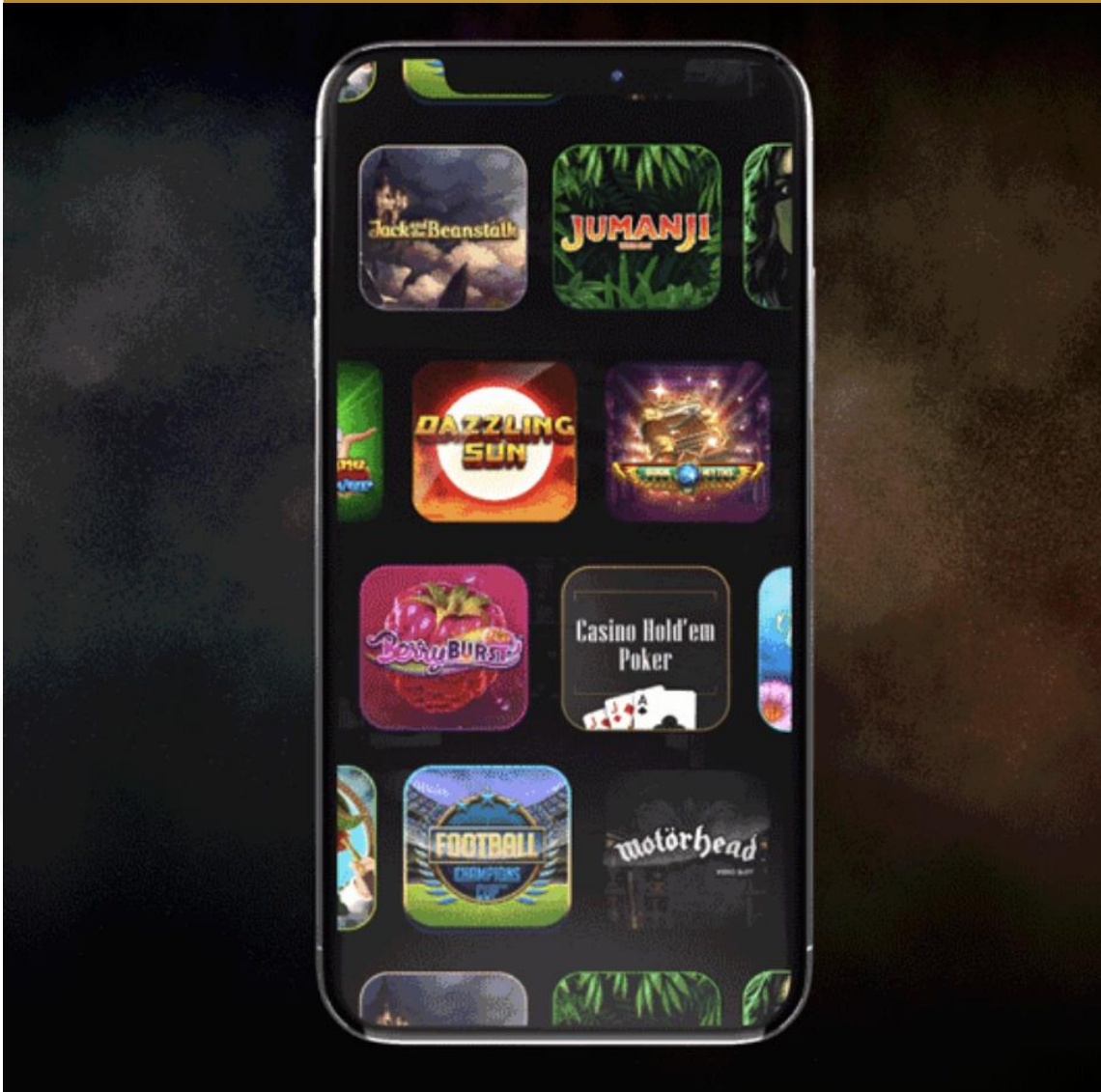
33%

Of NV retail bets placed at kiosks

Player-centric platform optimizes the user experience



The market leader in iGaming



#1

Market leader in U.S. iGaming market¹

674

Unique slot, table, and instant win games

71%

Of iGaming players played in-house games²

15%

iGaming GGR from Live Dealer games³

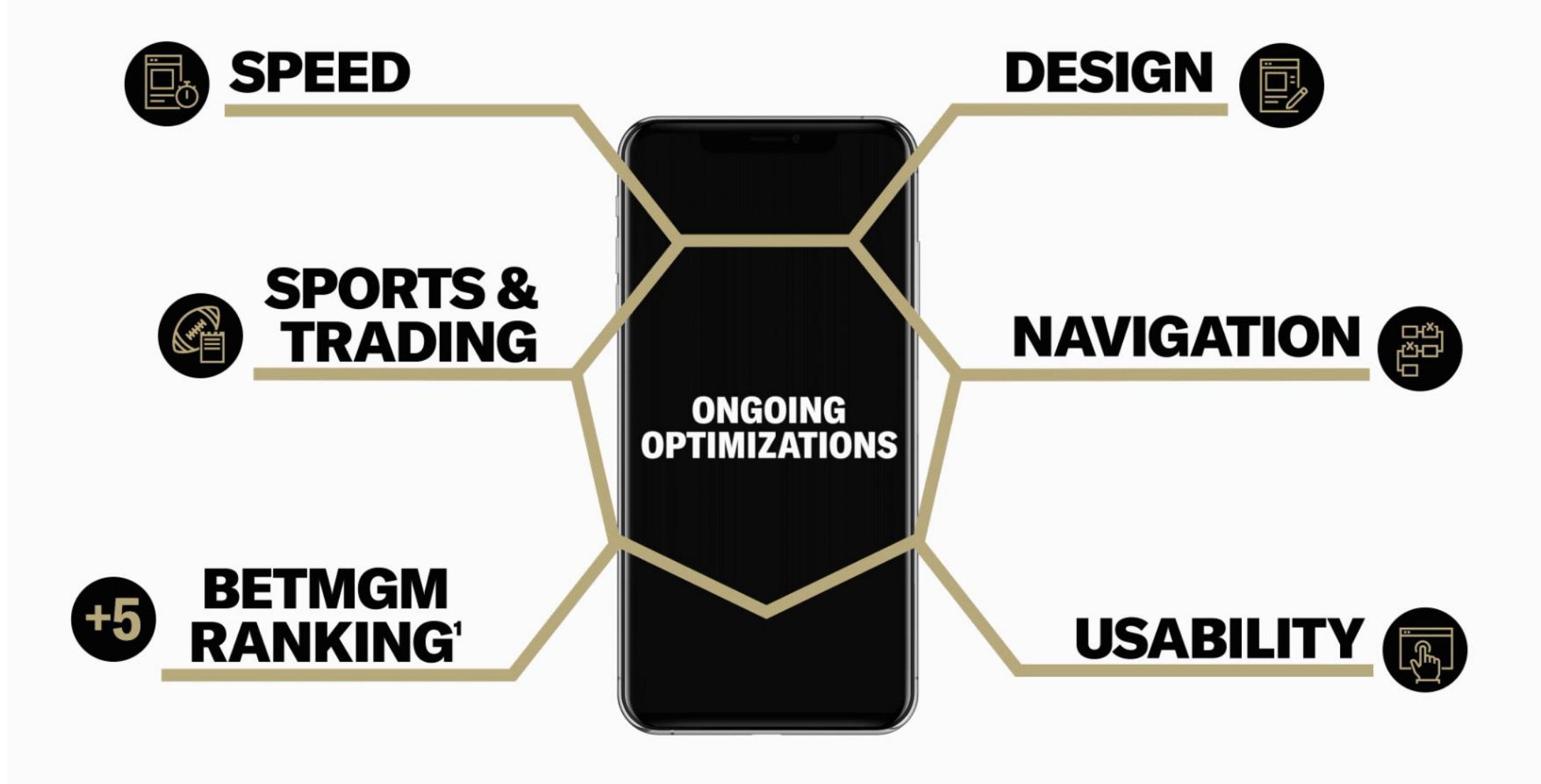
Depth and exclusivity of content creates a competitive moat

¹ Measured by GGR for the L3M period ended February 2021 across all U.S. jurisdictions

² March 2021 for all jurisdictions with active iGaming

³ Last 12 month (LTM) period ended March 2021 for NJ only

More on the horizon



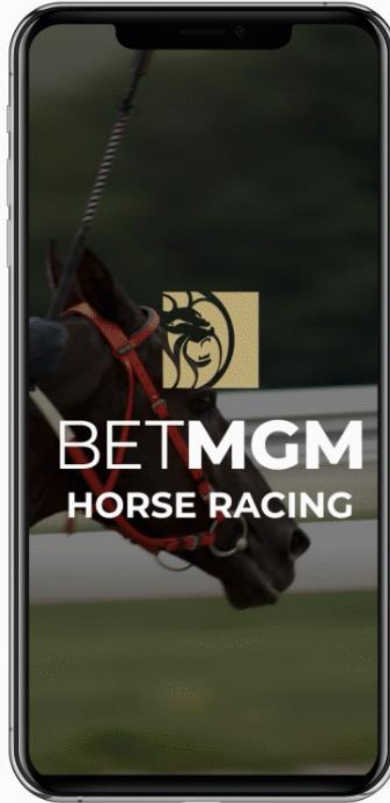
More on the horizon



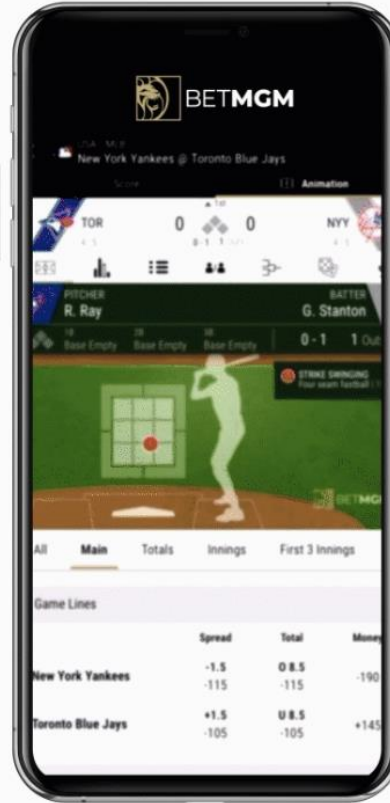
POKER



BINGO



HORSE RACING

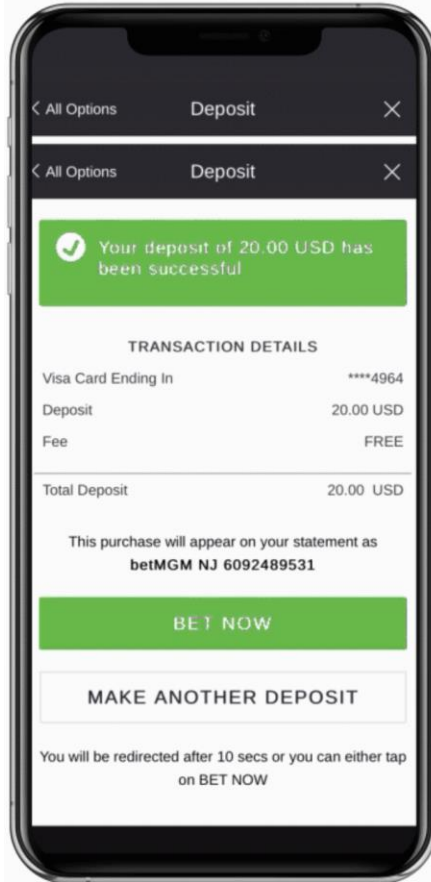


IN-PLAY

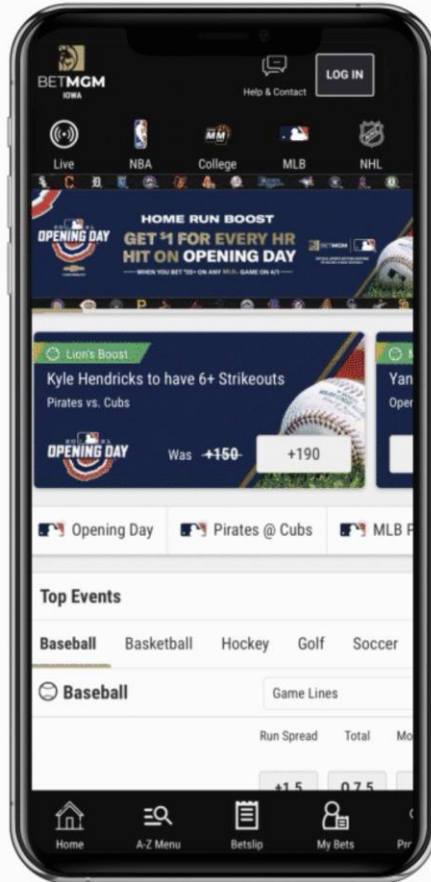


LIVE DEALER

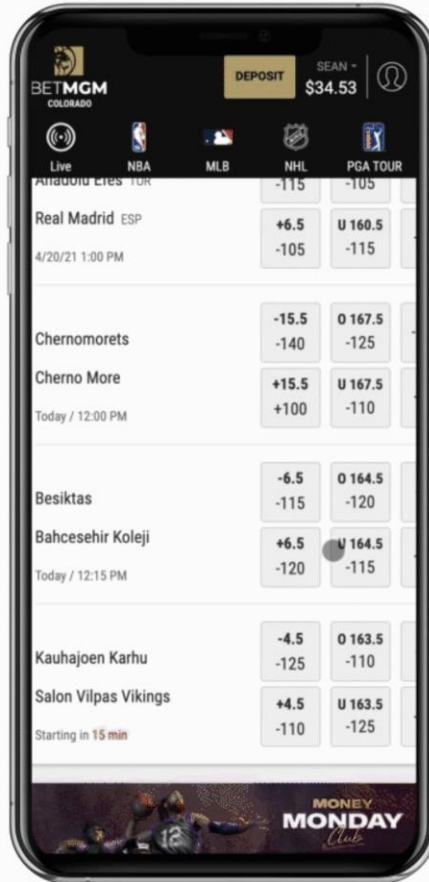
More on the horizon



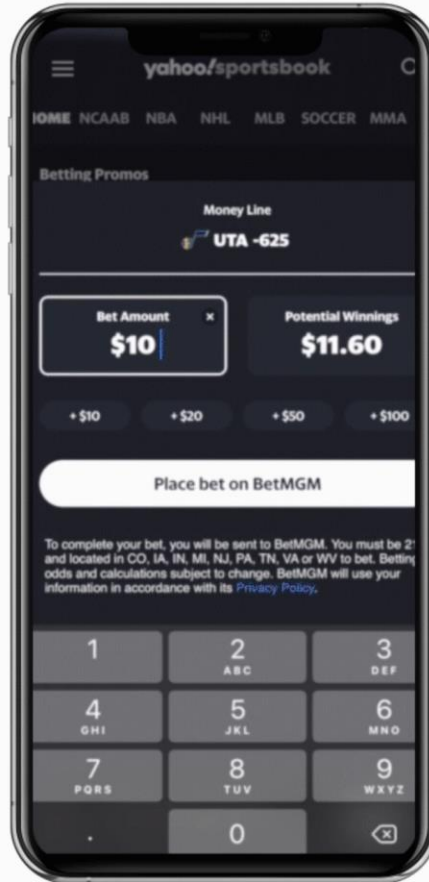
UNIFIED WALLET



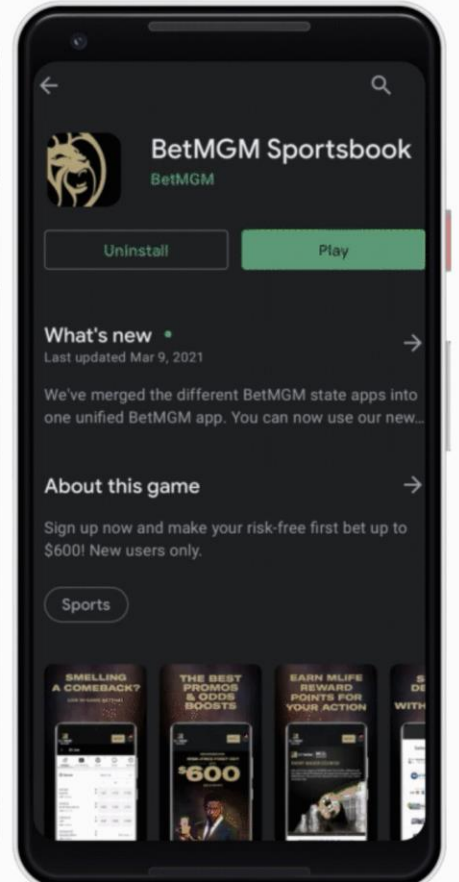
MODULAR



PERSONALIZATION



MARKETING PARTNERS



ANDROID

Agenda

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Market Overview**

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Q&A

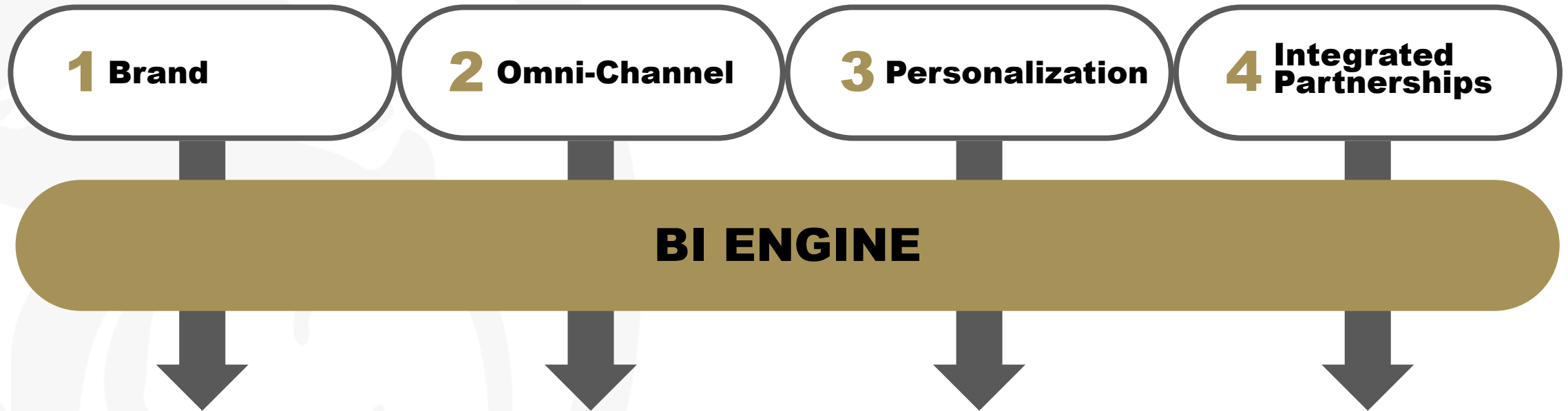
Matt Prevost

Chief Revenue Officer

- Unique combination of brand leadership experience and expertise in Europe's most competitive betting environment, with a deep understanding of the U.S. and U.K. consumer and media landscape
- Previously served as the CMO of Coral Interactive in Gibraltar
- Formerly an Operating Executive at Cerberus Capital Management and consultant at McKinsey
- M.B.A. from the Kellogg School of Management and B.S.E. from the University of Michigan



Pillars of our marketing strategy



Strategy leverages our competitive differentiation
and technological superiority to
maximize ROI across all channels

1. The leading sports betting and gaming brand



84%

National MGM brand awareness¹

75%

75% of OSB players have also engaged in iGaming²

15

Retail sportsbooks nationwide, and growing

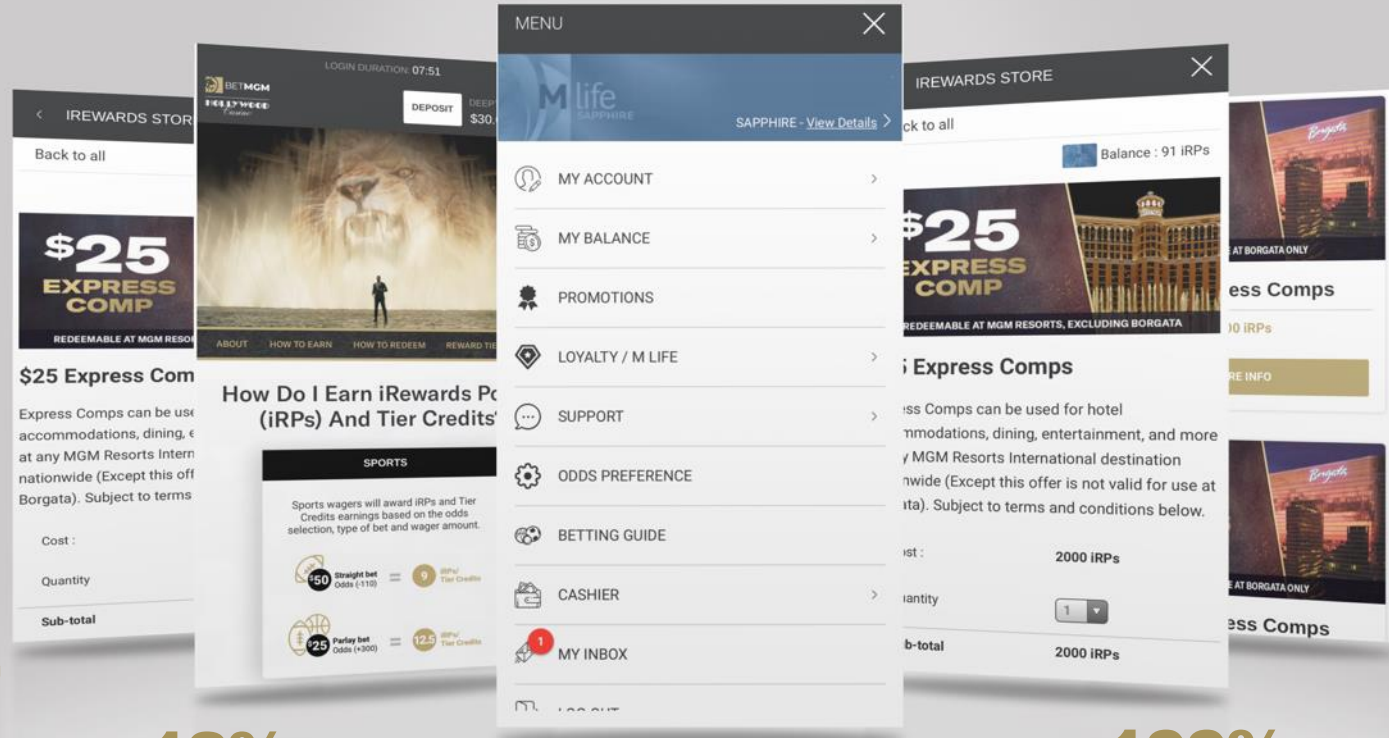
\$250

Long-term CPA target

Our brand resonates with both sports and iGaming players

2. Omni-channel starts with full loyalty integration

Mlife.
REWARDS



35 million+
M life Rewards
Members

18%
Of FTDs in 2020 were
active with MGM¹



BEST LOYALTY PROGRAM
Global Gaming Awards in 6 of the last 7 years

100%
of BetMGM players
enrolled in M life

24
World class hotel and
gaming destinations in
the U.S. with loyalty
integration

2. Competitive differentiation through on-property experiences



42.5M

Annual visitors to Las Vegas¹

15.2M

Available room nights annually at MGM U.S. properties^{2,3}

9,000+

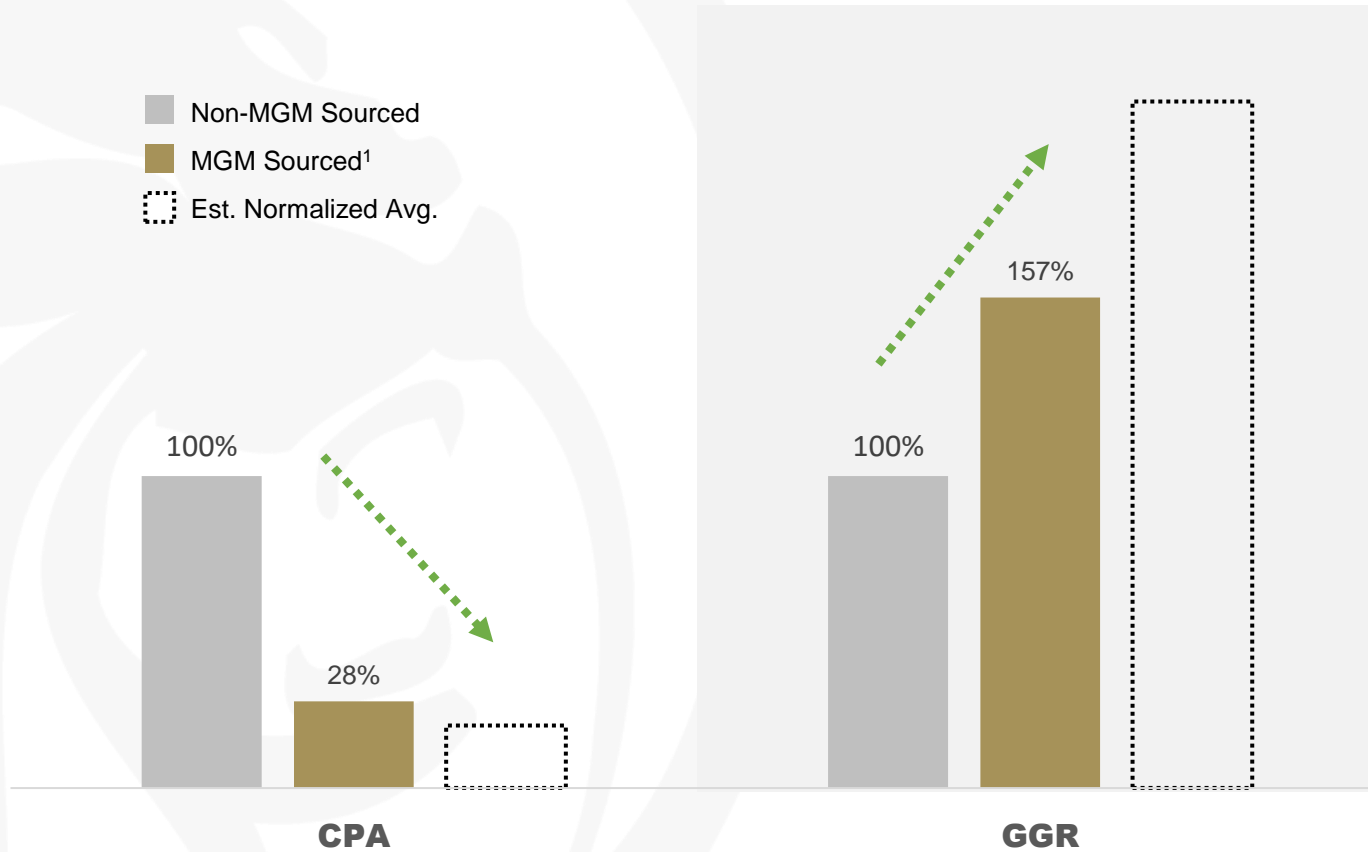
Publicly ticketed live events held annually at MGM properties²

8,500+

On-property March Madness registrations

Brick-and-mortar presence feeds acquisition funnel and creates irreplaceable experiences

2. The omni-channel advantage

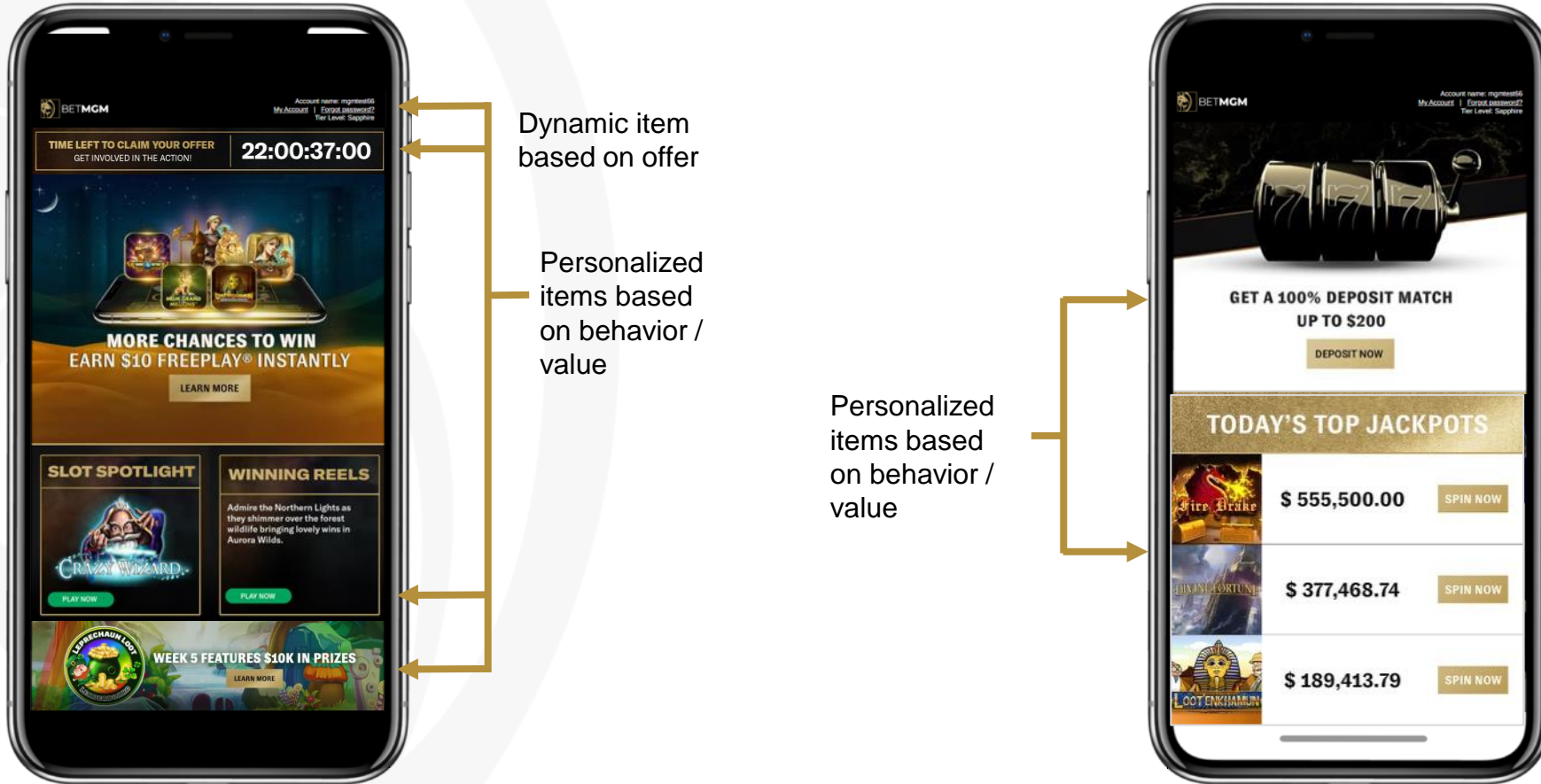


**Marketing ROI is
5.4x
higher for MGM-
sourced players²**

**Value of omni-
channel will
increase post-COVID**

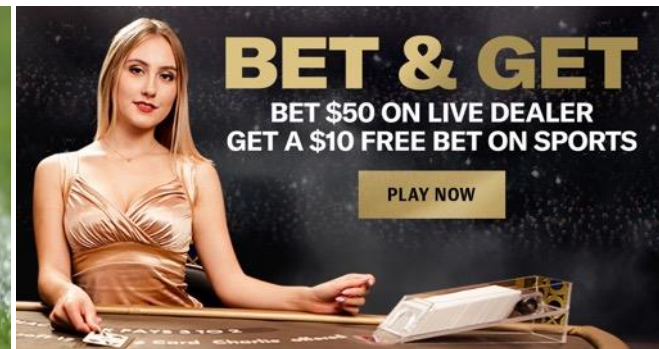
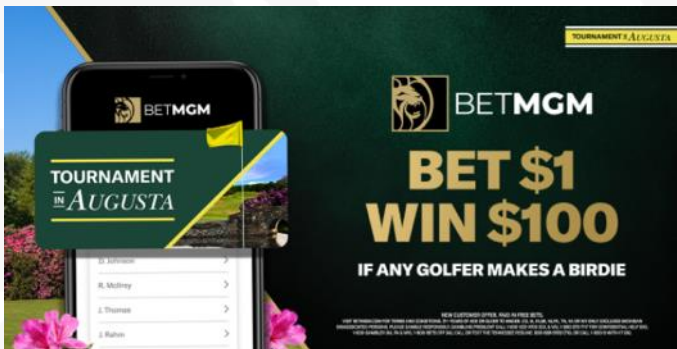
3. Utilizing customization to maximize player value

Personalized marketing with dynamic elements results in 75% higher engagement¹



3. Personalization enhances acquisition and retention

Acquisition



Retention



Right Offer. Right Segment. Right Time.

3. Personalization, a player experience

Joe bet on the Yankees in their last game. An hour before the game, he received an app notification with a pre-built parlay.

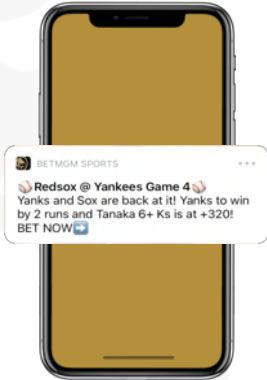
Joe watched the game live. The Yankees went ahead early and Joe's parlay looked good.

Joe is sent key game information throughout, linking to in-play bets. He shared the excitement with his friends.

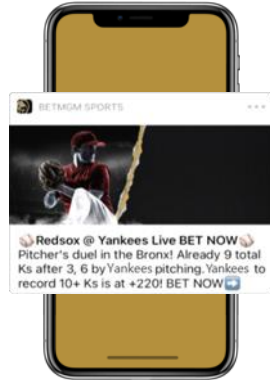
Joe celebrates his team winning the game. 2 out of 3 bets paid out.

Meet Joe

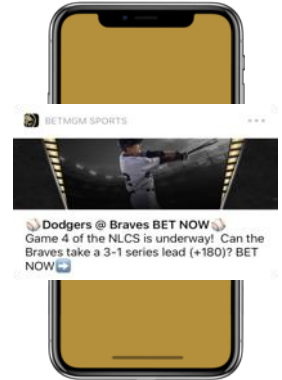
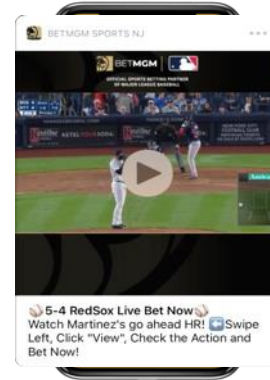
Baseball Parlay In-Play Yankees



He tapped the message and the app opened with a pre-populated bet slip, making it easy to place the bet. Joe had more skin in the game and was excited.



The Yankees recorded another K, taking them to 6. Joe received a push offering him current odds on 10+ Ks for the Yankees.



4. Integrated partnerships enhance and extend brand awareness

Media and Retail



National



Regional



28%

of all acquisition from Partnerships & Affiliates¹

1,000+

days of unique player experiences

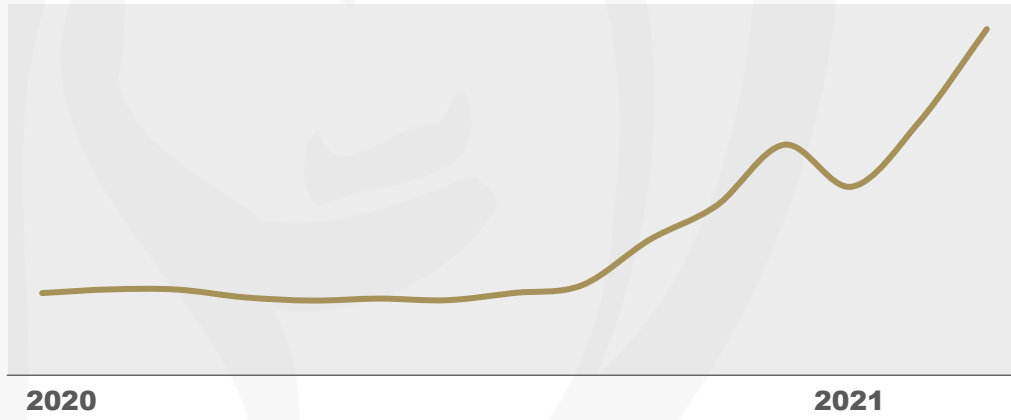
4. Continually expanding Yahoo integration

yahoo/sportsbook

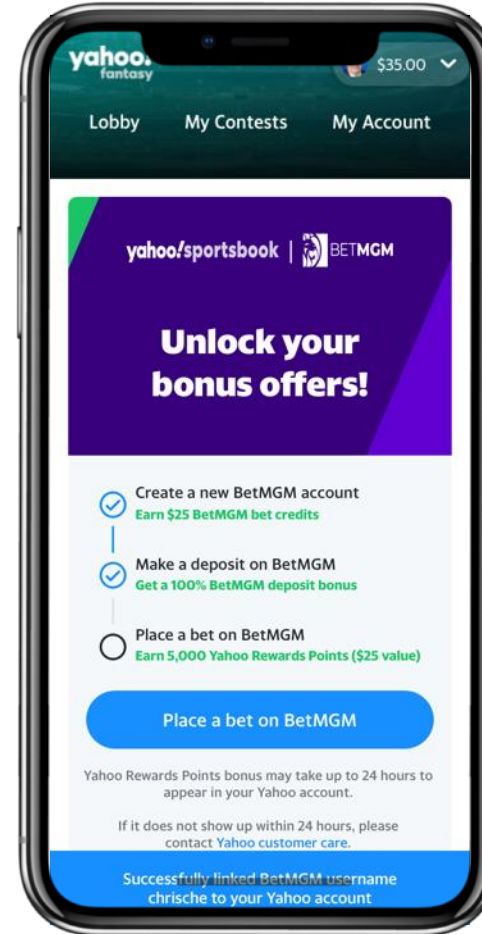
Powered by  **BETMGM**

- Yahoo Sports reaches ~70 million fans per month**
- Betting-focused articles received ~220m views in 2020**
- #1 BetMGM referral partner**

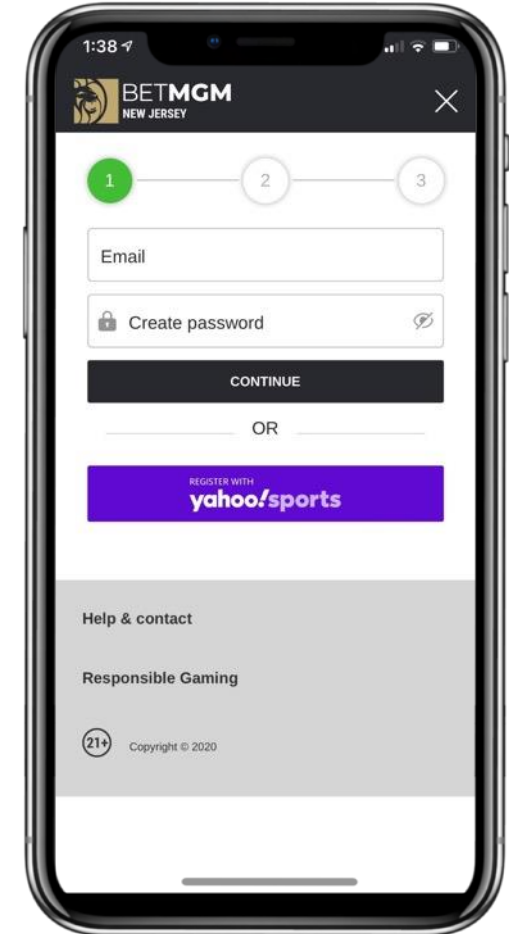
Yahoo FTDs per Month



Seamless player journey



SSO Capabilities



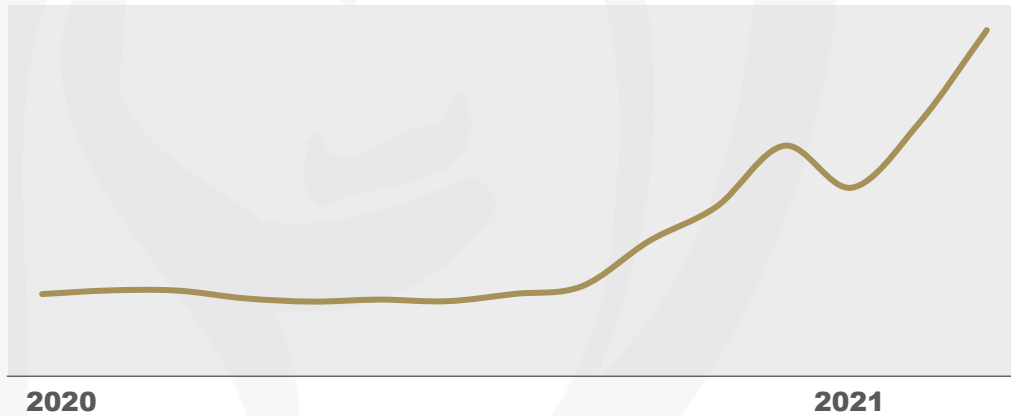
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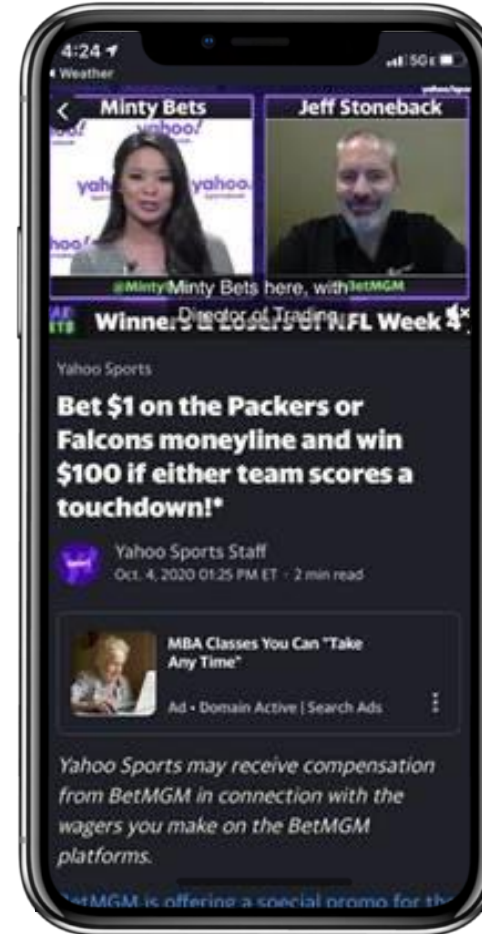
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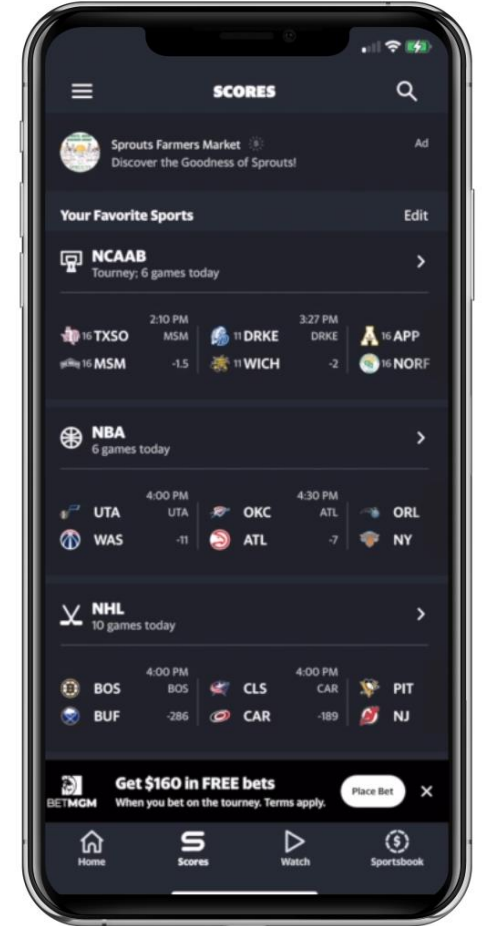
Yahoo FTDs per Month



Integrated Content



Direct Link



BI engine enables rapid improvement in player metrics

Business Intelligence Enablers

Acquisition

- Predictive analysis pROI calculated within 7, 14, 21 days
- Optimization of offers by channel, product, state

Conversion

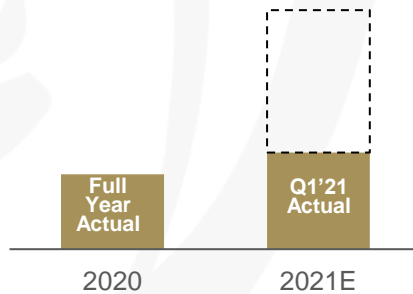
- Pinpoint drop off within conversion funnel
- Reactive responses and proactive campaigns driven by analytics and A/B testing

Retention

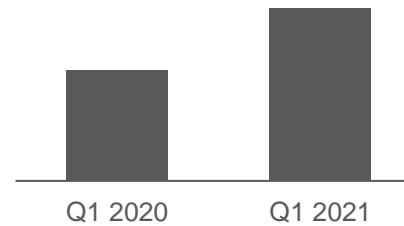
- Personalization of experience across player lifecycle, value, and product preferences
- Data-driven decision making around player segmentation and investment

Key Performance Indicators

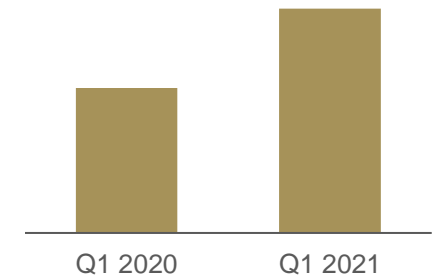
FTDs +335%



Conversion Rate¹ +31%



Active Days per Month² +55%



Agenda

Business and
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Marketing

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Financials

Q&A

Gary Deutsch

Chief Financial Officer

- Strong understanding of early-stage venture capital and private equity-backed startups
- Most recently CFO and EVP Corporate Development at New York-based marketing services company, LiveIntent
- Formerly served in various senior finance and strategy roles at Disney, Lucent Technologies, M5 Networks and TagMan
- M.B.A. from the Wharton School of Business and B.S. from the University of Colorado, Boulder



Financial highlights

\$163M

Est. Q1 2021
Net Revenue¹

Up 114% versus Q4'20 and
nearly 90% of full year
2020 revenue

\$1B+

FY 2022
Forecasted Net
Revenue¹

Driven by continued growth
in current jurisdictions plus
key new launches

\$450M

Expected
Capital
Consumed in
2021²

2021 highest planned
annual cash usage; \$210M
drawn in prior years

20-25%

Expected long-term
U.S. market share

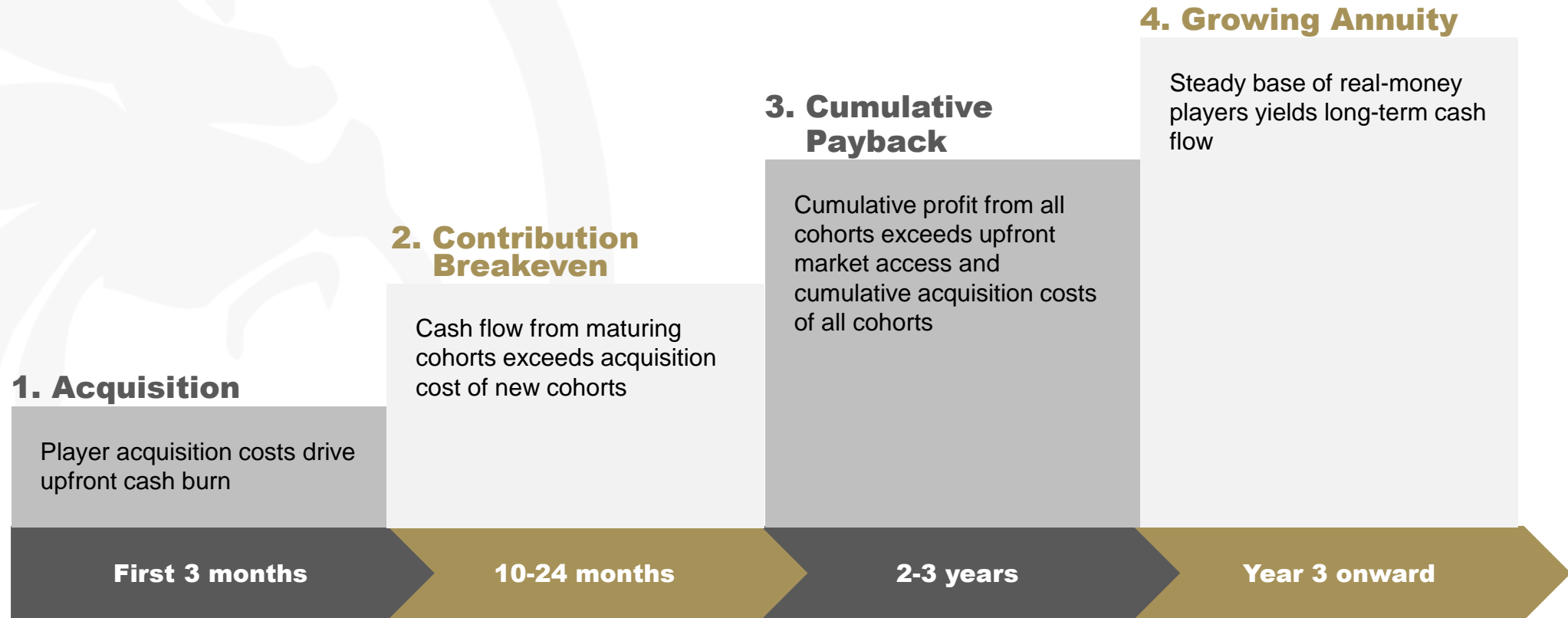
30-35%

Expected long-term
EBITDA margin¹

**Committed
Investors**

MGM and Entain committed to
continued efforts to increase
market share and achieve
profitability targets

Path to state-level profitability



1. Acquisition

Key determinants of player acquisition cost:

- Omni-presence
- Entry at market launch
- Multiple products for cross-sell

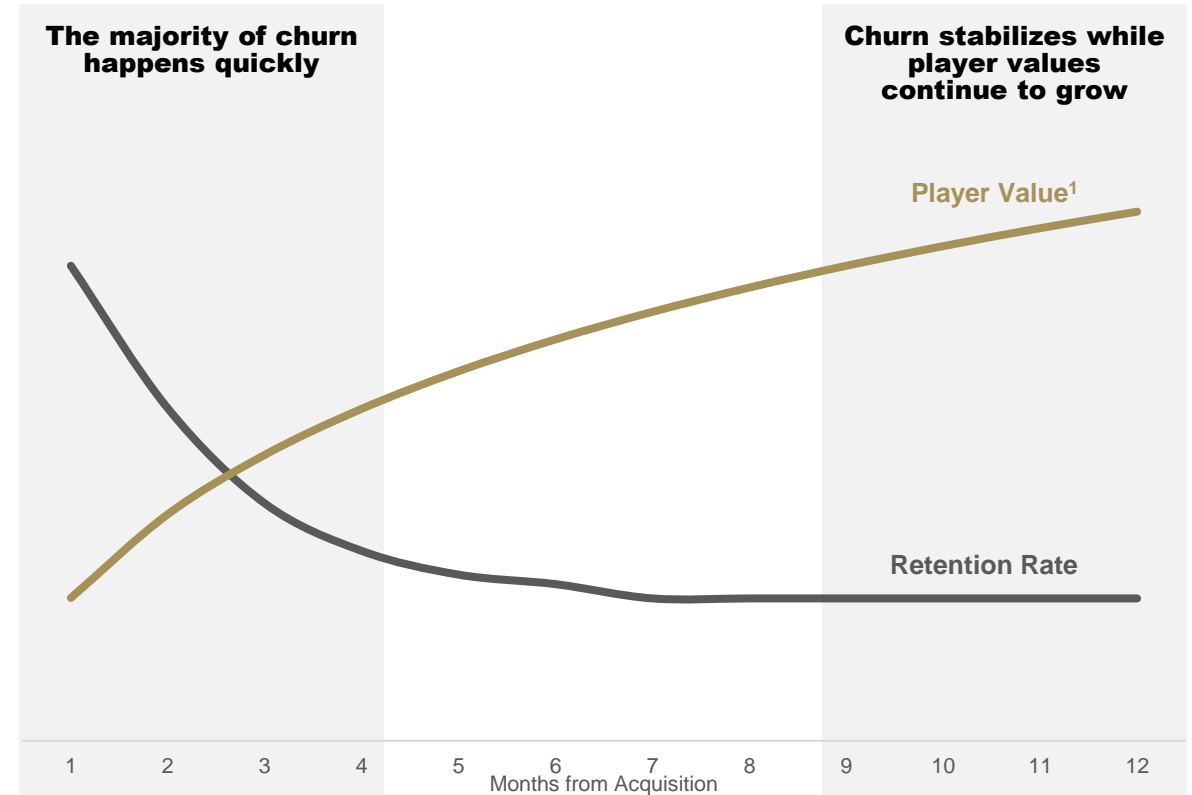


Digital Sports Q1 2021 TN CPA was 41% lower than NJ



75% of digital sports players in MI have also engaged in iGaming

Illustrative Cohort Analysis



2. Contribution breakeven

Key determinants of contribution breakeven:

- State Tax Rates
- Market Access Revenue Shares
- Market-specific Player Values

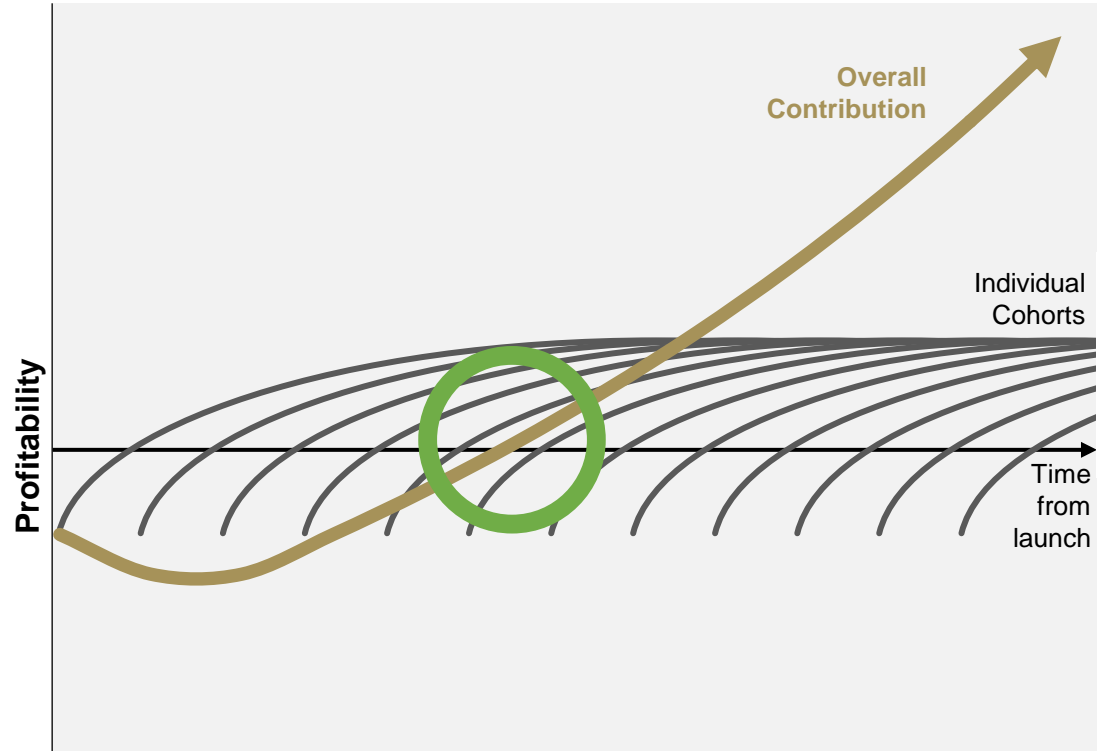


VA NGR per player already hit highest of all digital states in March 2021



MI forecasted to be contribution breakeven by Q1 2022

Illustrative State Breakeven




Average time to Contribution Breakeven

OSB: 12-24 months
iGaming: 10-14 months

3. Cumulative Payback

Key determinants of cumulative payback:

- Upfront Market Access or Licensing Costs
- Player CPAs
- State-specific cost & player economics

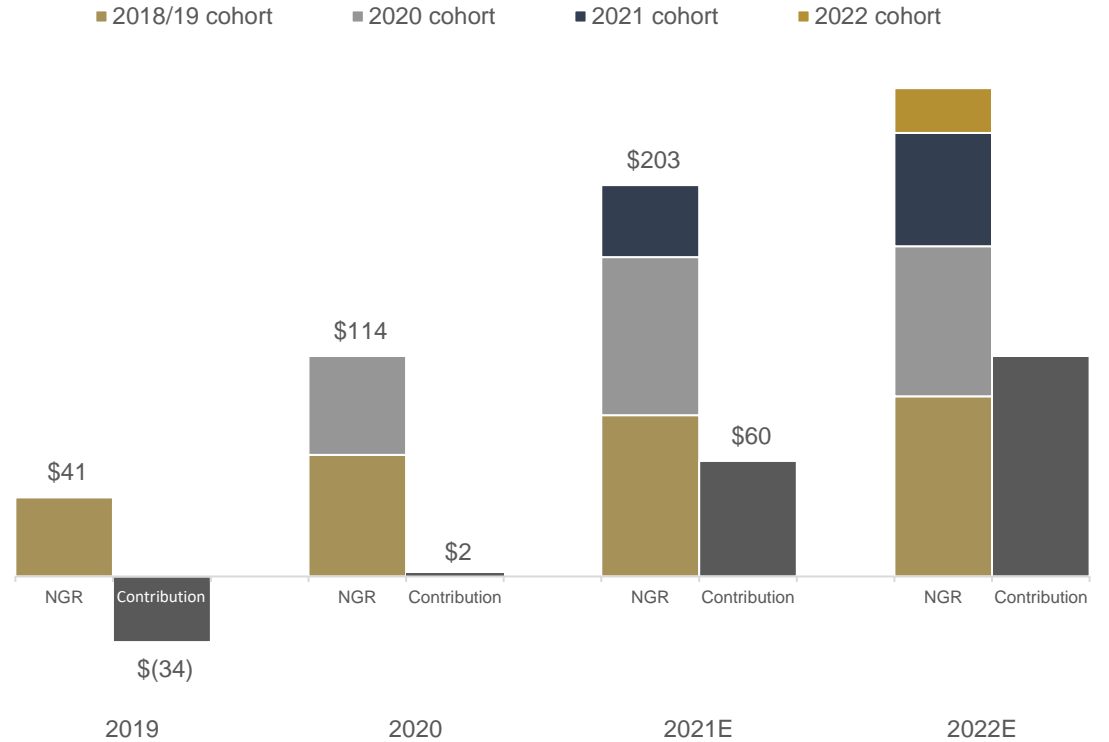


NJ expected to achieve full payback in Q3 2021



With optimal conditions, MI is on track to payback in about 2 years

NJ NGR and Contribution¹



Average time to Cumulative Payback

OSB: **3 years** mid-case
iGaming: **2 years** mid-case

4. Growing annuity

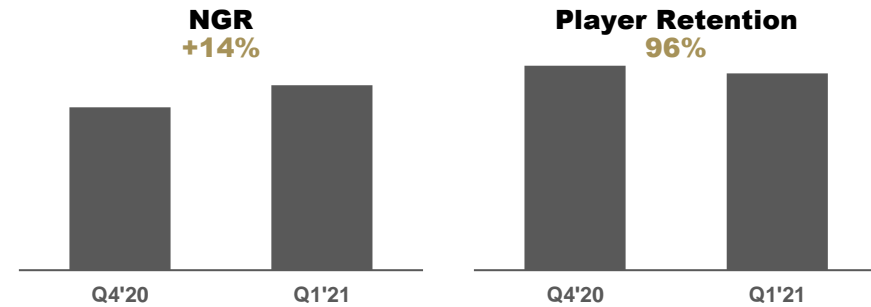
Key determinants of annuity value:

- Loyalty & Retention Marketing
- Customer Service
- Product Experience

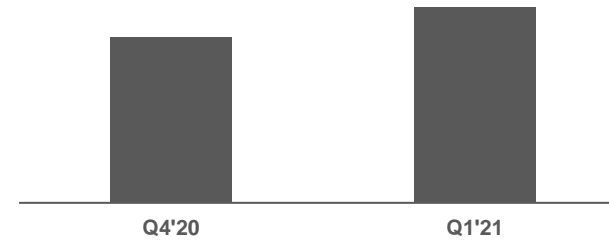


NJ NGR per active for players active in Q1 2020 grew by 147% in Q1 2021 for that same group of players²

Player Value¹

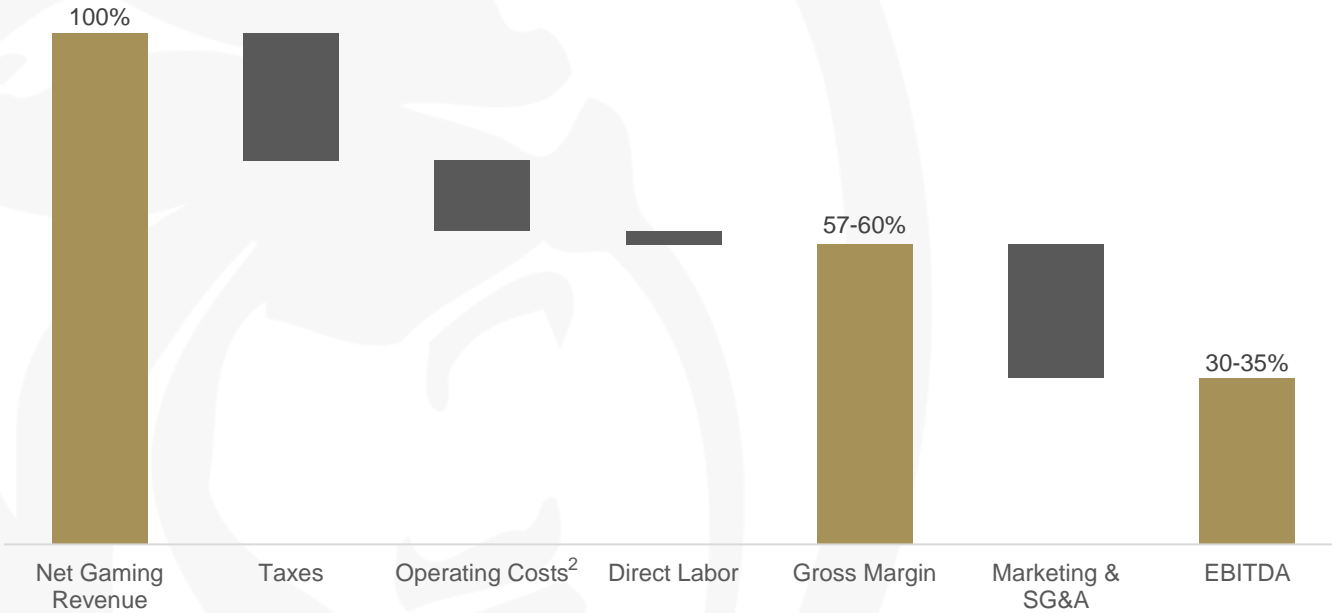


NGR per Active +18%



Long-term profit outlook

Long-term Margin Target¹



Structural Cost Advantages

- ✓ Omni-channel reduces marketing spend, increases retention and increases player value
- ✓ In-house tech significantly cheaper
- ✓ Revenue share lower due to MGM market access
- ✓ Scale supports national advertising

The benefits from the support of MGM and Entain point to strong long-term gross margins and long-term EBITDA margins of 30-35%

Conclusion



¹ See supporting assumptions on page 9

² Net revenues and profit margins from operations are based on how management analyzes the true economic performance of the business, which are not prepared in accordance with GAAP. Refer to page 2 for additional detail.



Q&A

To ask a question, please connect via the live audio dial-in details below:

US: +1 (833) 562-0152

UK: +44 (0) 20 3107 0289

International: +1 (661) 567-1234

Conference ID: 3511619



INVESTOR DAY

MAY 12TH, 2022

Disclaimer

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Cautionary Statements Concerning Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which involve substantial risks and/or uncertainties, including those described in the MGM Resorts International public filings with the Securities and Exchange Commission and the public filings of Entain PLC. BetMGM has based forward-looking statements on management’s current expectations, assumptions and projections about future events and trends. Examples of these statements include, but are not limited to, BetMGM’s expectations regarding its financial outlook (including forecasted revenues, EBITDA margins and expected capital consumption), projected market share position and its expected growth in new and existing jurisdictions. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Among the important factors that could cause actual results to differ materially from those indicated in such forward-looking statements include the significant competition within the gaming and entertainment industry; the Company’s ability to execute on its business plan; changes in applicable laws or regulations, particularly with respect to iGaming and online sports betting; the Company’s ability to manage growth and access the capital needed to support its growth plans; and the Company’s ability to obtain the required licenses, permits and other approvals necessary to grow in existing and new jurisdictions. In providing forward-looking statements, the Company is not undertaking any duty or obligation to update these statements publicly as a result of new information, future events or otherwise, except as required by law. If the Company updates one or more forward-looking statements, no inference should be drawn that it will make additional updates with respect to those other forward-looking statements.

Market and Industry Data

This presentation also contains estimates and information concerning BetMGM’s industry that are based on industry publications, reports and peer company public filings. This information involves a number of assumptions and limitations, and you are cautioned not to rely on or give undue weight to this information. The Company has not independently verified the accuracy or completeness of the data contained in these industry publications, reports or filings. Third party logos and brands included in this presentation are the property of their respective owners and are included for informational purposes only.

Important Note Regarding Non-GAAP Financial Measures

In this presentation we provide certain financial measures, including Net Revenue and Projected Net Revenue from operations, which have not been prepared in accordance with GAAP. Management believes this presentation, which it uses for its own analysis of operations, is useful in that it reflects the true economic performance of the business. If BetMGM presented these financial measures in accordance with GAAP, then BetMGM would present the revenues associated with its Nevada digital and retail sports betting operations differently, until such time as BetMGM is directly licensed as a Nevada gaming operator. Currently under GAAP, its calculation of Net Revenue would be on a basis net of operating costs, such that the GAAP reported Net Revenue would be lower than the Net Revenue reported herein, with Net Income remaining the same.

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Introduction

Marketing

Product

Financials

Conclusion

Q&A

Adam Greenblatt
Chief Executive Officer



Overview of Performance and Targets

Strong performance to date and on track to achieve our objectives



Delivering against our strategy

- Financial Performance: ~\$850M of net revenue in 2021
- Live Markets: 23 across the U.S. and Canada
- Market Share: 25% active market share in February 2022 with 29% active market share in iGaming¹



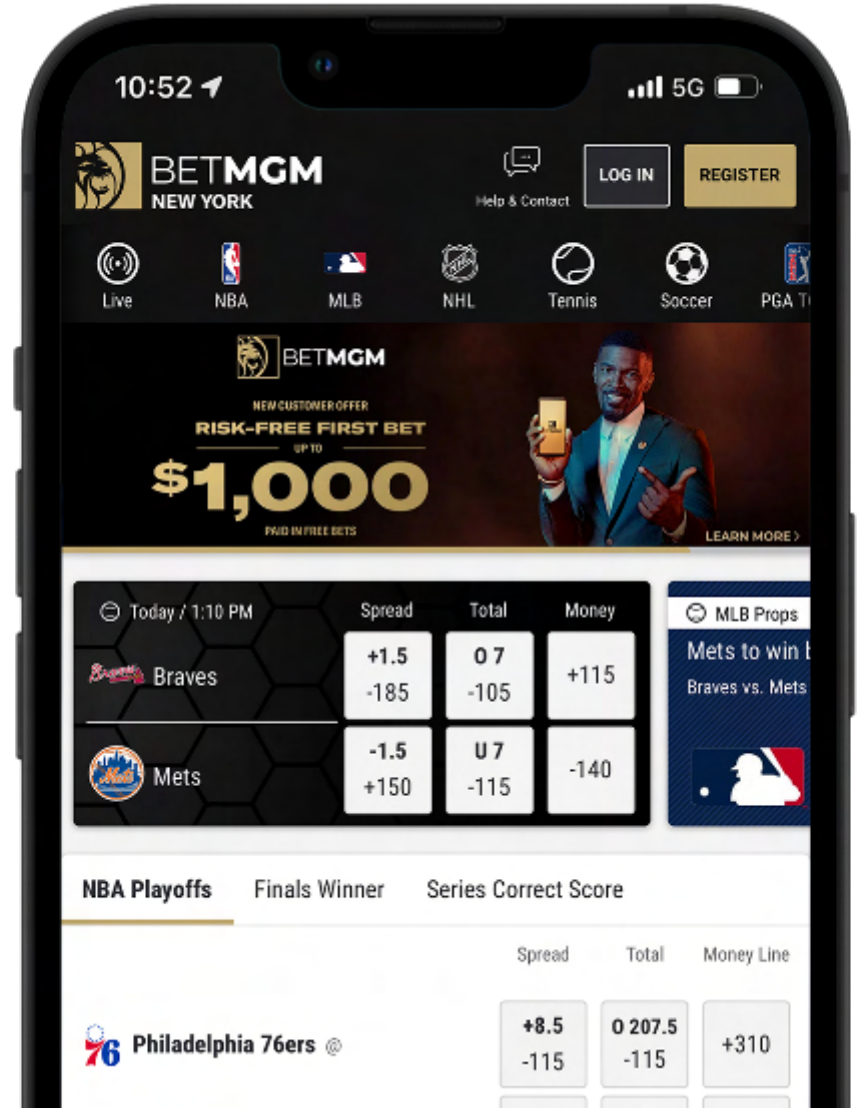
On track to achieve our objectives

- 2022 Net Revenue: \$1.3B+²
- Expected long-term U.S. market share: 20-25%
- Expected long-term EBITDA margin: 30-35%



Large and growing market

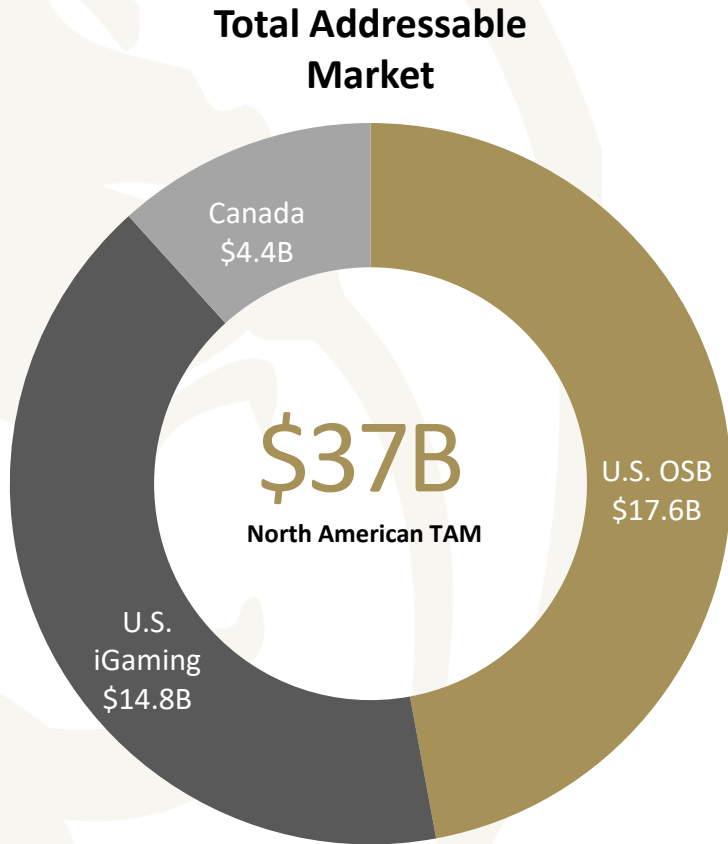
- Expected to reach \$37B of GGR



¹ Active market share by GGR for retail, OSB and iGaming including only U.S. markets where BetMGM was active; internal estimates used where operator-specific results are unavailable
² Net revenues are based on how management analyzes the true economic performance of the business, which are not prepared in accordance with GAAP. Refer to page 2 for additional detail.

Total Addressable Market

Sports betting and iGaming market in the U.S. and Canada expected to reach \$37 billion GGR at maturity



U.S. iGaming	<ul style="list-style-type: none">• ~38% of the adult population• Average GGR per adult of ~\$160
U.S. OSB	<ul style="list-style-type: none">• ~80% of the adult population• Average GGR per adult of ~\$90
Canada	<ul style="list-style-type: none">• ~65% of the adult population¹• Average GGR per adult of ~\$65 for OSB and ~\$115 for iGaming

Responsible Gambling

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Building a sustainable industry through responsible gambling measures

BetMGM recognizes the importance of responsible gambling, and we are committed to embedding it across all company activities

To meet this commitment, we are focused on the development and continuous improvement of a multi-faceted approach to ensure all experiences are engaging and sustainable



Market Access and Launches

Continuing rapid expansion across the U.S. and Canada

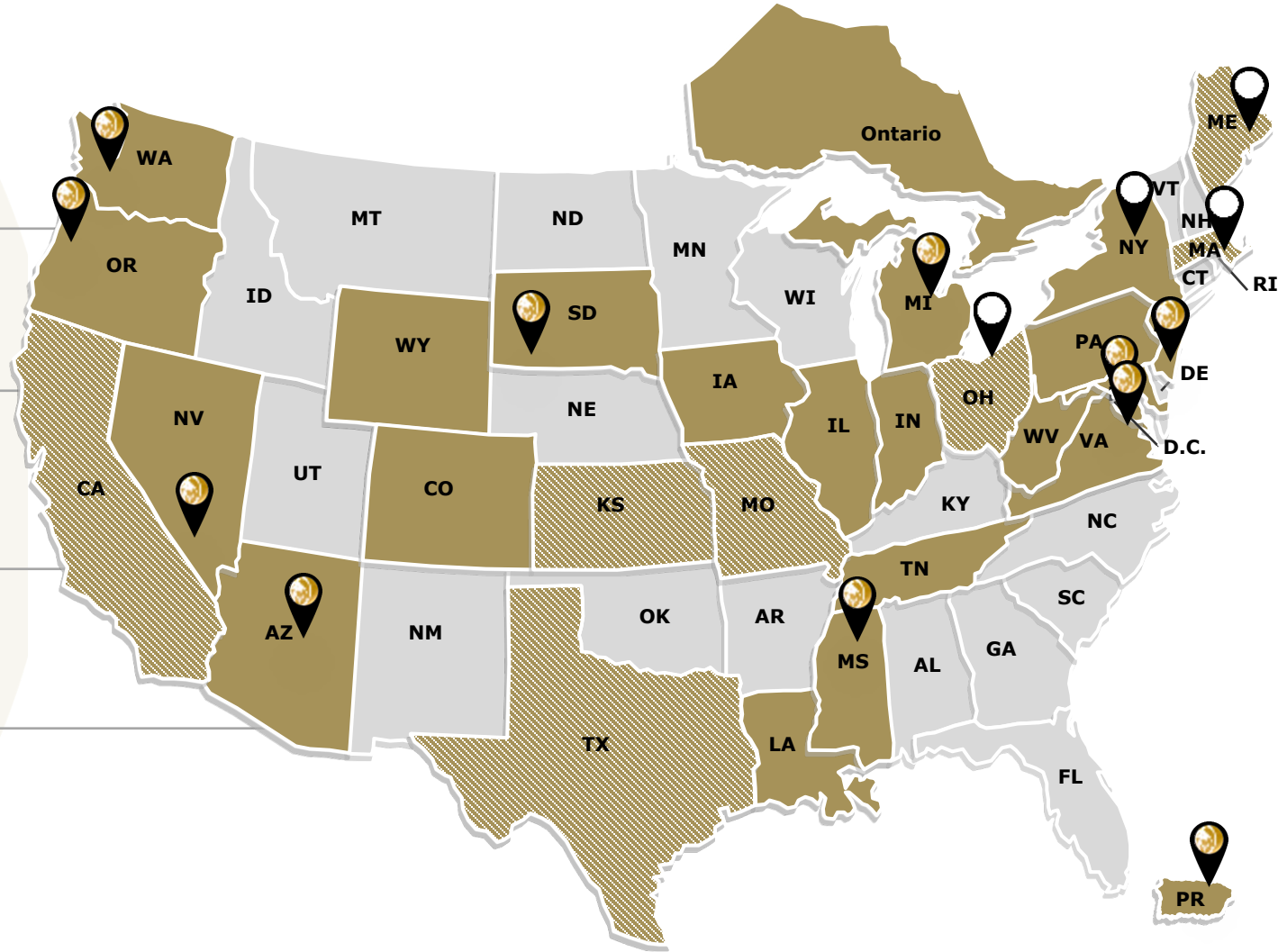
+11 New markets since 2021 Investor Day, totaling 23 today

23 BetMGM branded sportsbooks

41% U.S. population reached across sports and gaming

30 Count of total markets with secured access

+10-15 Estimated new markets by the end of 2023



● Live ■ Access Secured 📍 Retail Sportsbook 📍 Retail Sportsbook in Design/Construction ¹

Market Share

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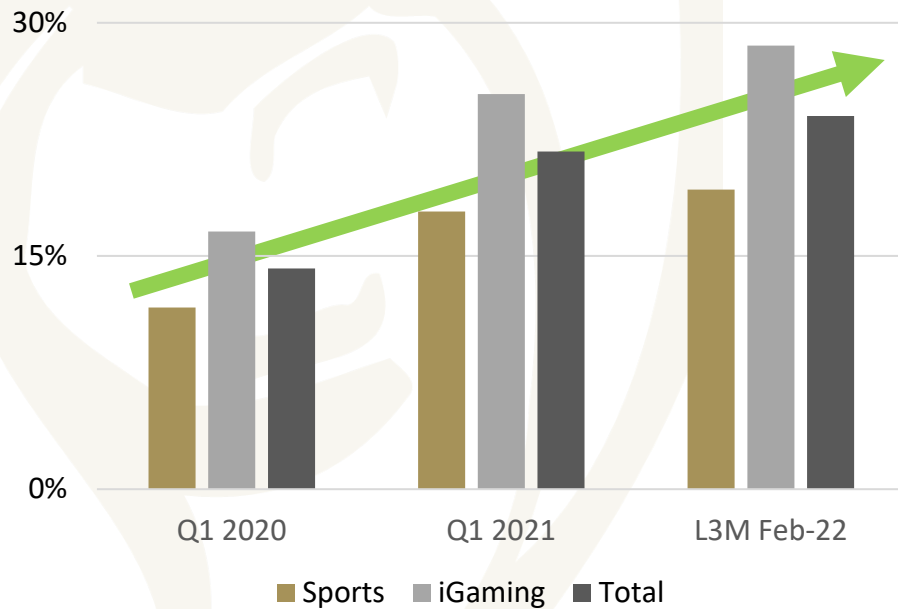
Gaining share and established as a leader

#1 Active Market Share¹

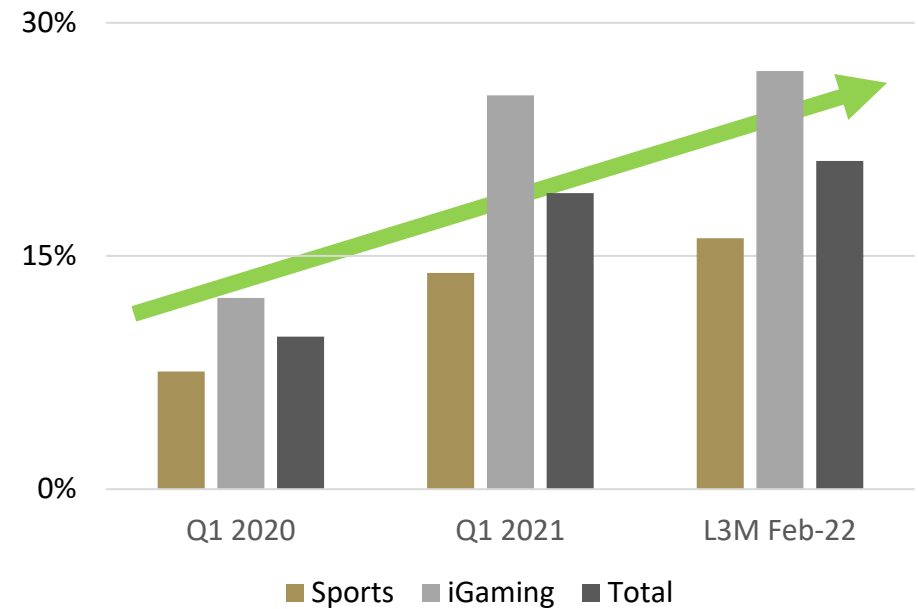
#2 National Market Share²

#1 National iGaming Market Share²

Overall Estimated **Active** Market Share¹



Overall Estimated **National** Market Share²



Drivers of Success and Profitability

Leveraging structural cost advantages that drive our superior economic model

Key growth and profitability drivers:



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Matt Prevost

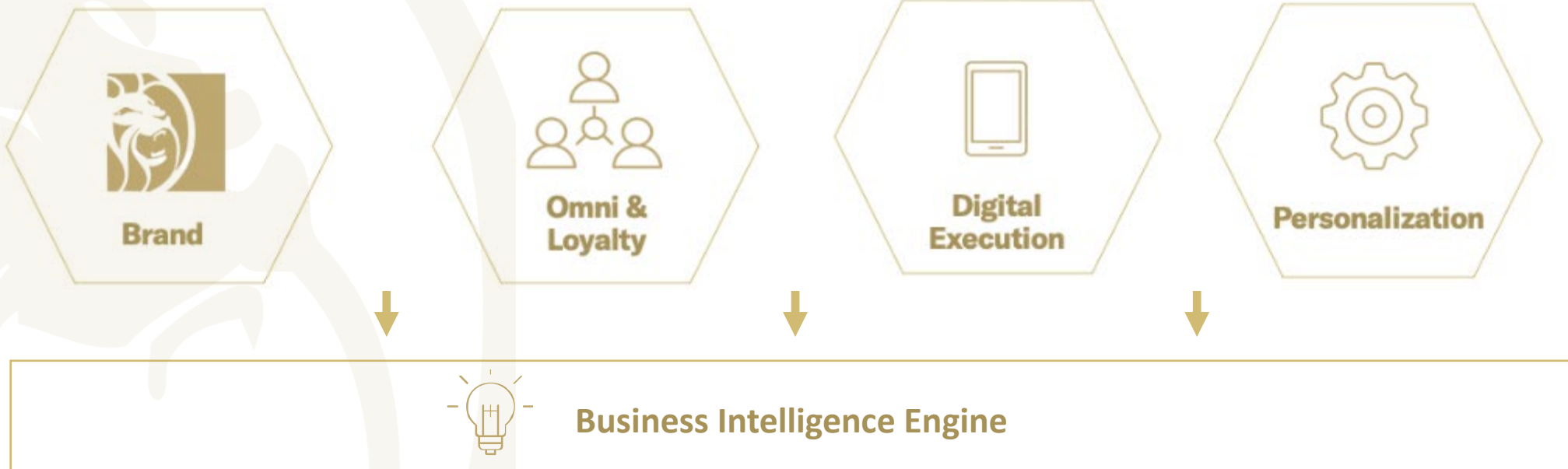
Chief Revenue Officer



Commercial Strategy

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Driven by four key components all underpinned by Business Intelligence Engine



Core differentiators underpinned by our BI Engine and flexible media strategy allows us to

Maximize ROI

While spending \$ hundreds of millions less than competitors

Brand

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Increased in scale and depth in the last 12 months. On track for target CPA of \$250



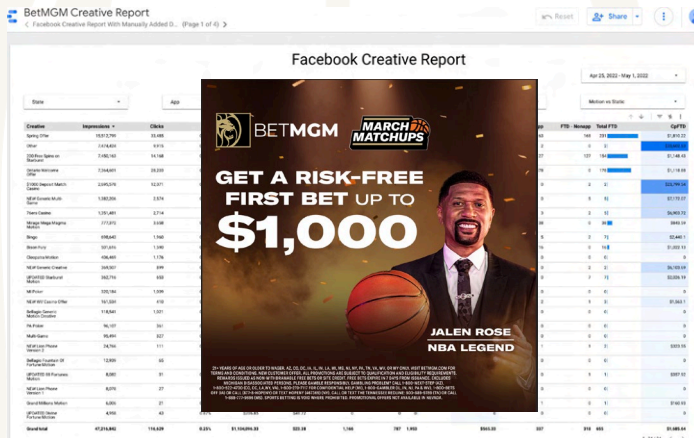
Leverage MGM Assets



Increasingly National Brand



Expanded Campaign Depth



Flexible Media Strategy



Selective Investments in Content



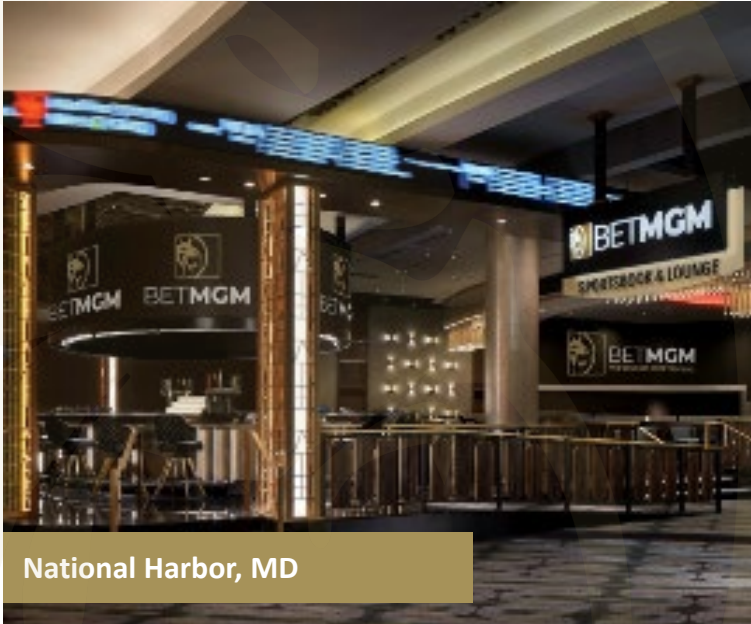
Local Investments in Key Partners

Omni & Loyalty

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Omni-channel activation is a core differentiator for BetMGM

Retail Sportsbooks



Loyalty Integration



23 BetMGM Sportsbooks

100+ Hosted Events in Q1 2022

37M+ MGM Rewards members

20% Of all new players visited an MGM property prior to registration

300K+ BetMGM Rewards redemptions per month

Omni & Loyalty

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... And retail extensions into other venues further expand our footprint



Gila River Resorts – Arizona (Q4 2021)



Emerald Queen – Washington (Q4 2021)



Nationals Park – Washington D.C. (Q1 2022)

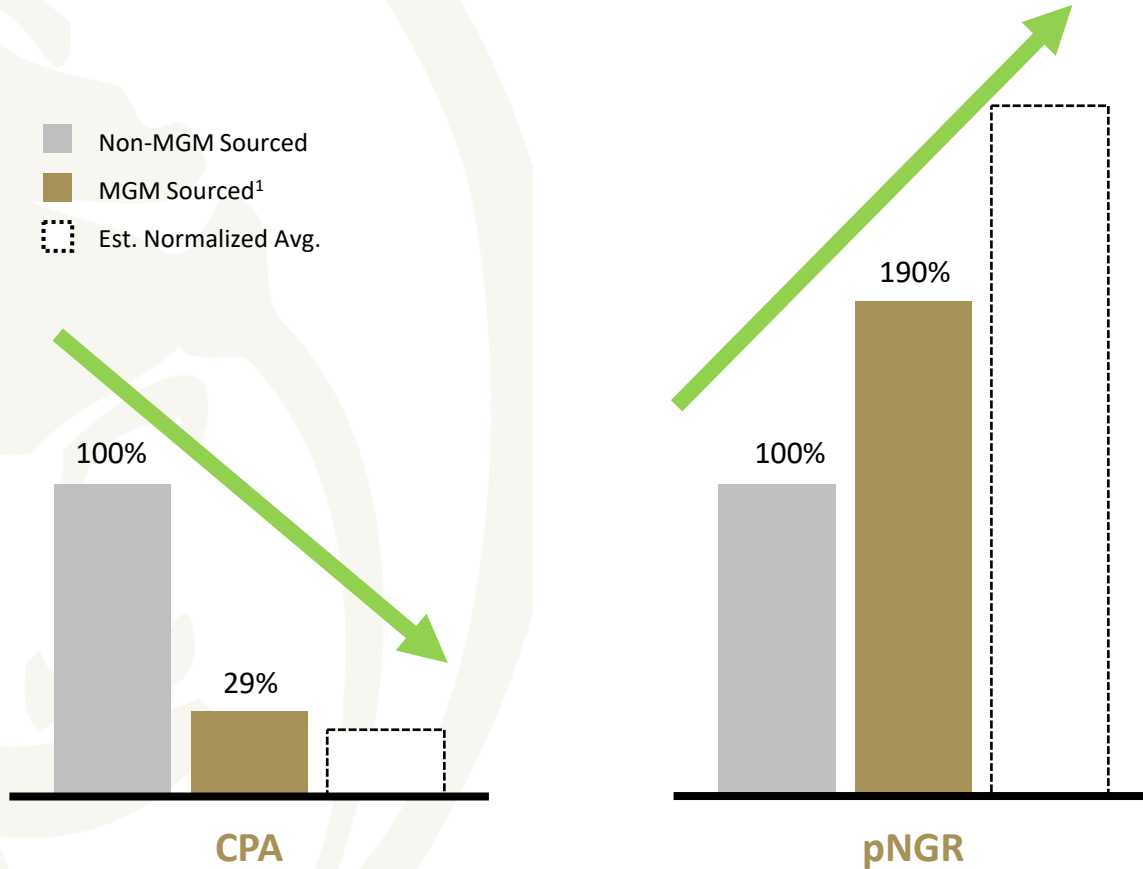


State Farm Stadium – Arizona (Est. Q3 2022)

Thousands of customer & brand interactions per day at these venues

Omni & Loyalty

All combining to deliver significant ROI benefits



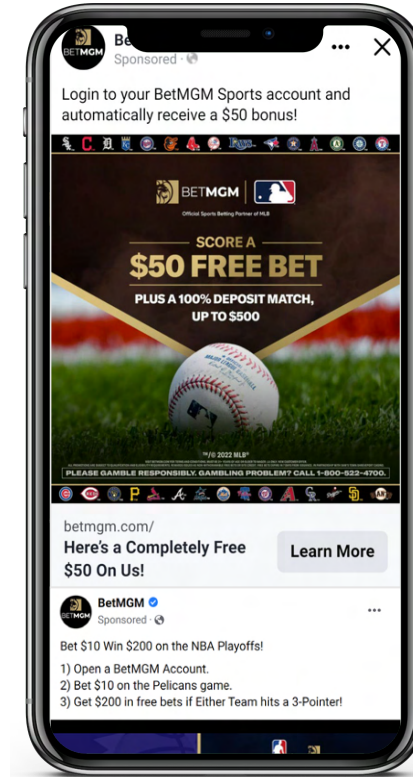
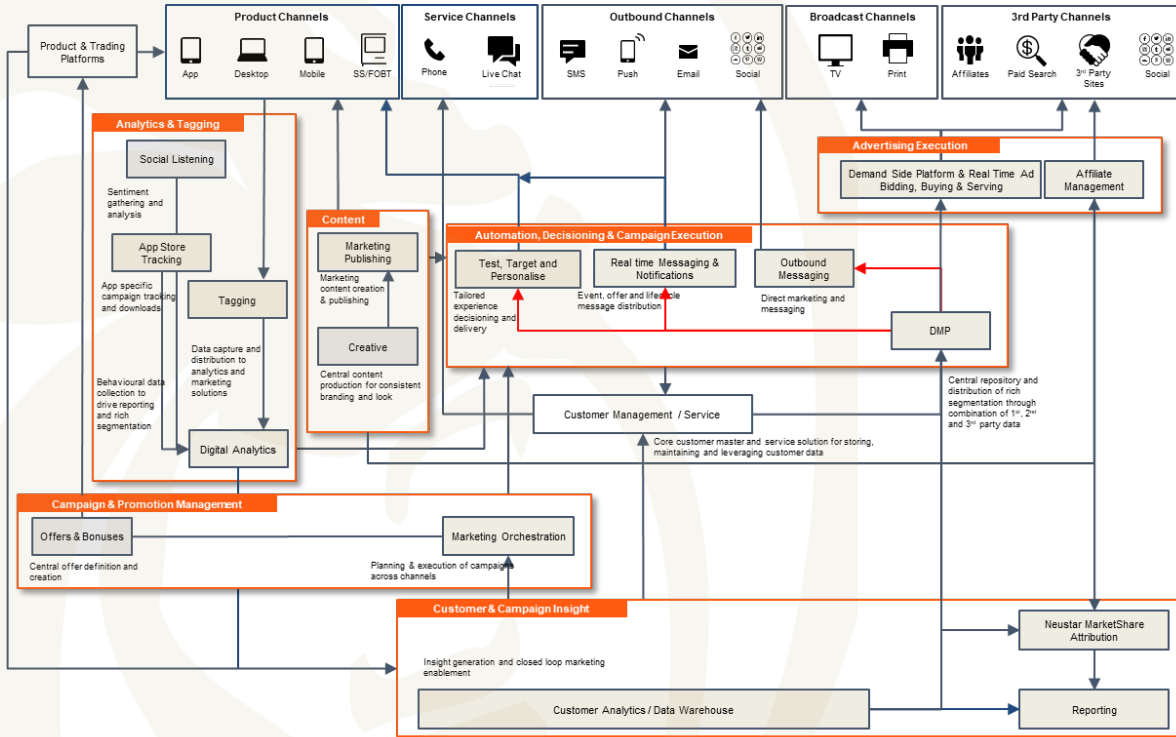
Marketing ROI is **6.5x** higher for MGM-sourced players¹

Players that are sourced through MGM Hosts are **11x** more valuable than average BetMGM customers

Digital Execution

Powered by an integrated MarTech platform

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19% Lower CPAs YoY

Personalization

Tailored experiences yield improved financial results

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On Product-Team
Specific Offers

Personalized
Experiences

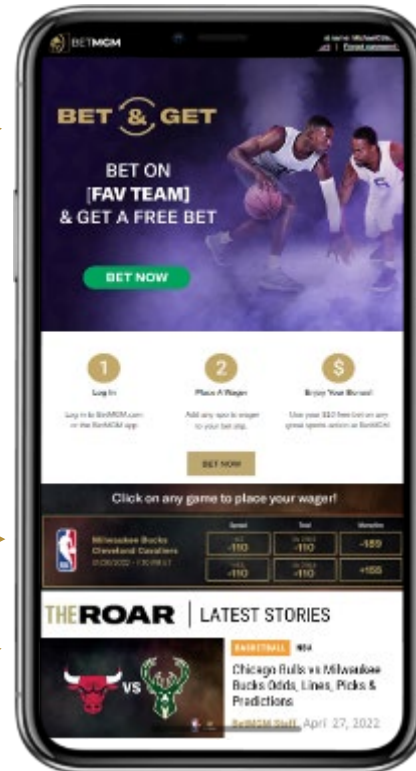


Team specific offers

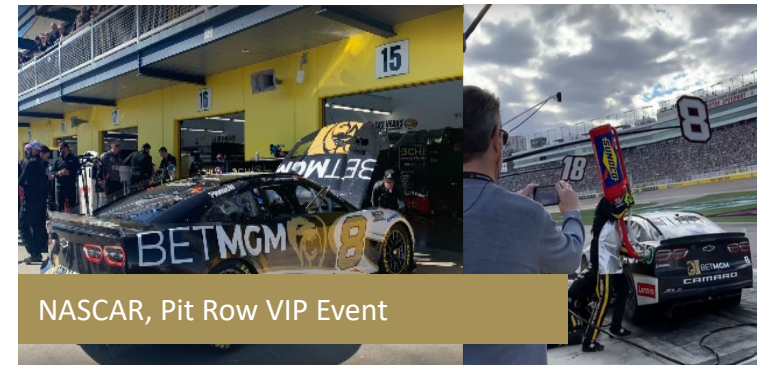
Personalized items based on Favorite Team selections

Editorial content

Odds feeds



VIP Party, Aria, March Matchups



NASCAR, Pit Row VIP Event

68% YoY improvement in email engagement with personalized content ¹

Post-event NGR from hosted players +24%

Enables optimization across the customer lifecycle

Business Intelligence Enablers

Acquisition

- Predictive analysis pROI calculated within 21 days
- Predicted High Value Customer calculated within 7 days
- Optimization of offers by channel, product, state

Conversion

- Pinpoint drop off within conversion funnel and Optimize
- Predictive analyses (pFTD) to target outreach to Registrants who have not deposited
- A/B testing of experiences in cashier

Cross-Sell

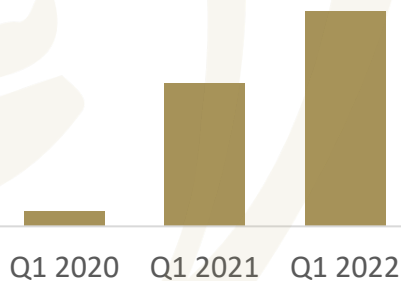
- Promotion from sports to Gaming and vice versa in relevant markets
- Range of in product tools and analytics driving efforts

Retention

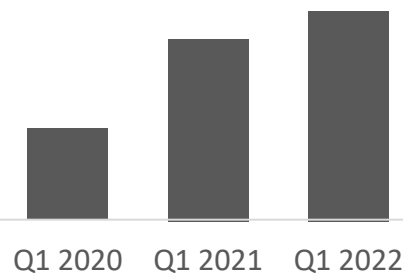
- Predictive pChurn: extend player lifecycle
- Personalization of experience across player lifecycle
- Predictive Bonus analytics to optimize Bonus Spend

Key Performance Indicators

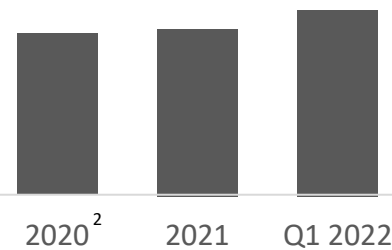
FTDs +50% vs 2021



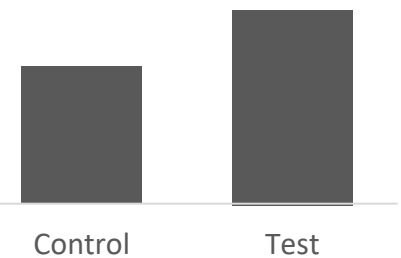
Conversion Rate¹ +5 pts vs Q1 2021



Cross-Sell Rate +2 pts vs Q1 2021



Retention Rate +7 pts vs control sample





Brand

- Increasingly national brand... with strong momentum
-



Omni-Channel

- Higher property visitation post Covid
 - Potential state regulation – MD, OH, MA, NY
 - Expanded capabilities with MGM Resorts
-



Digital Execution

- Building on robust MarTech and team capabilities
 - Significant opportunity with Single Account
-



Personalization

- Refinement and expansion of capabilities

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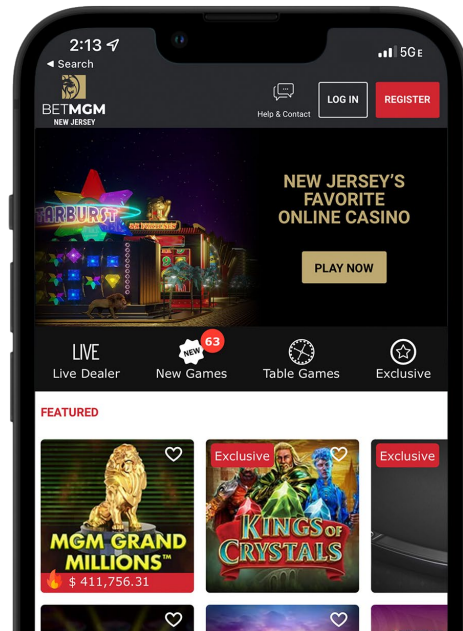
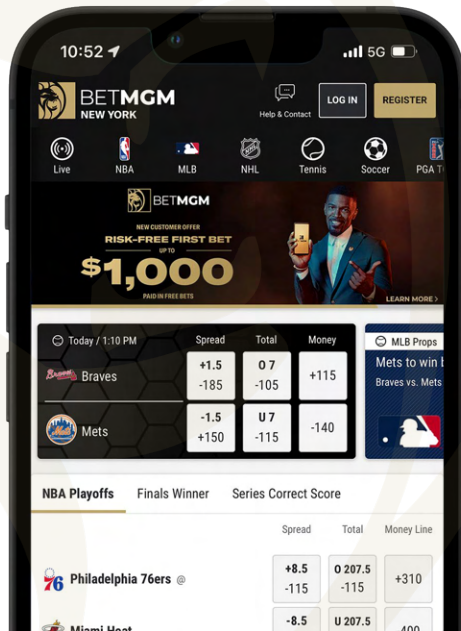
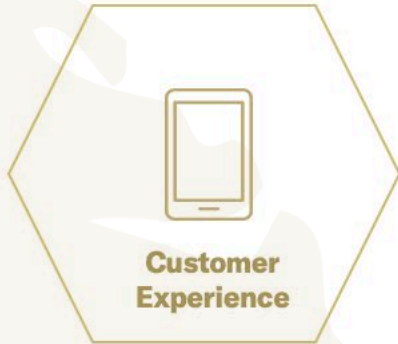
Jarrold Schwarz
Chief Product Officer



Product

Strategy focused on 3 key areas

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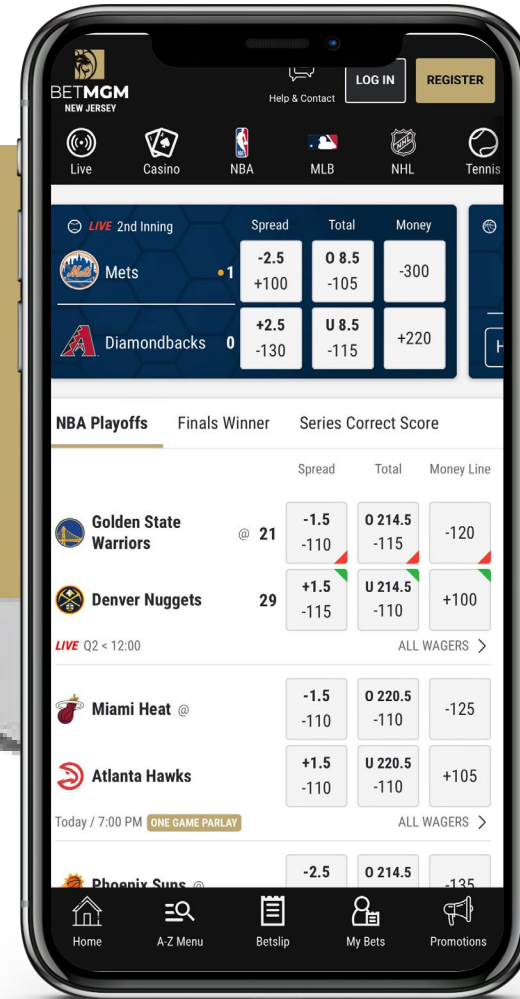
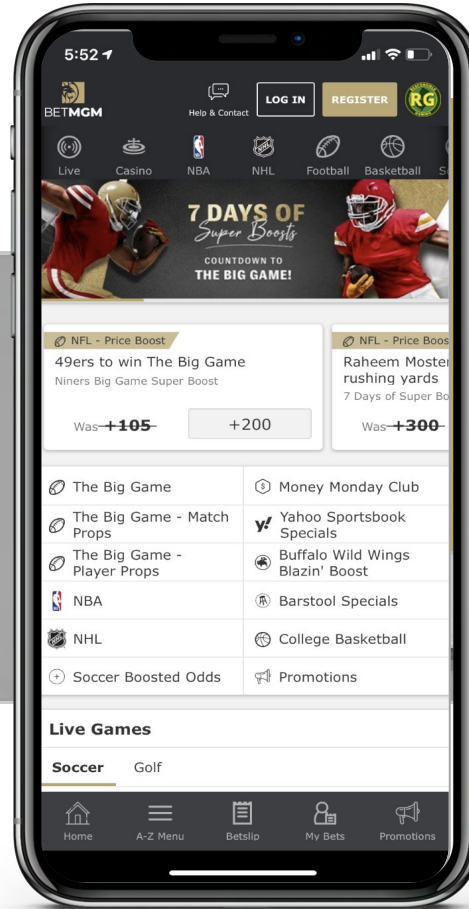
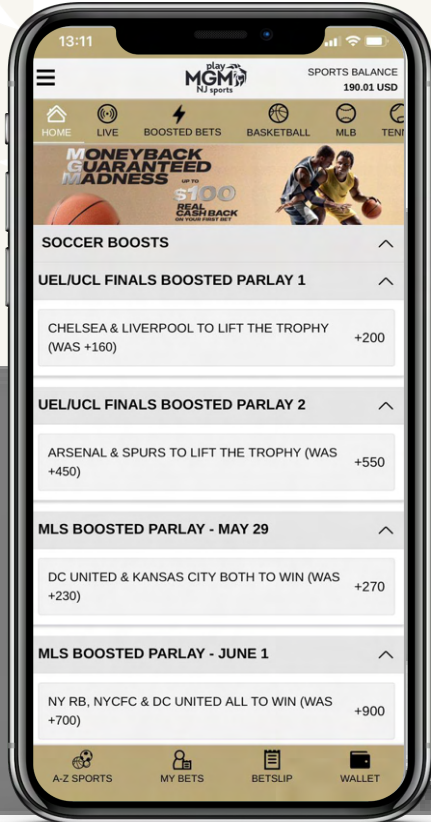


Customer Experience

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We continue to improve the core product experience

April
2019



2022

Customer Experience

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Redesigning the BetMGM digital experience, including single account and wallet



BetMGM Redesign

- Reimagined visual design
- Improved discovery
- Optimized betting experiences
- Iterative rollout starting this year

Single Account and Wallet

- Sign up once, bet anywhere
- Unified wallet for deposits and withdrawals
- Single account and login
- Consolidated rewards

Gaming Product and Content

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Strengthening our position in iGaming through differentiated product and content



#1 Market leader in U.S. iGaming market

1,000+ Games, including top 2 games developed in-house¹

134% GGR increase in Live Dealer

\$80M+ Jackpots paid in the last twelve months

Depth, exclusivity of content, and personalization contribute to competitive strengths

Sports Product and Content

Investing into in-play, parlays and omni-channel to drive growth and margins

In-Play

+160% YoY Growth in live sports betting handle

Launch in-play player props

Parlays

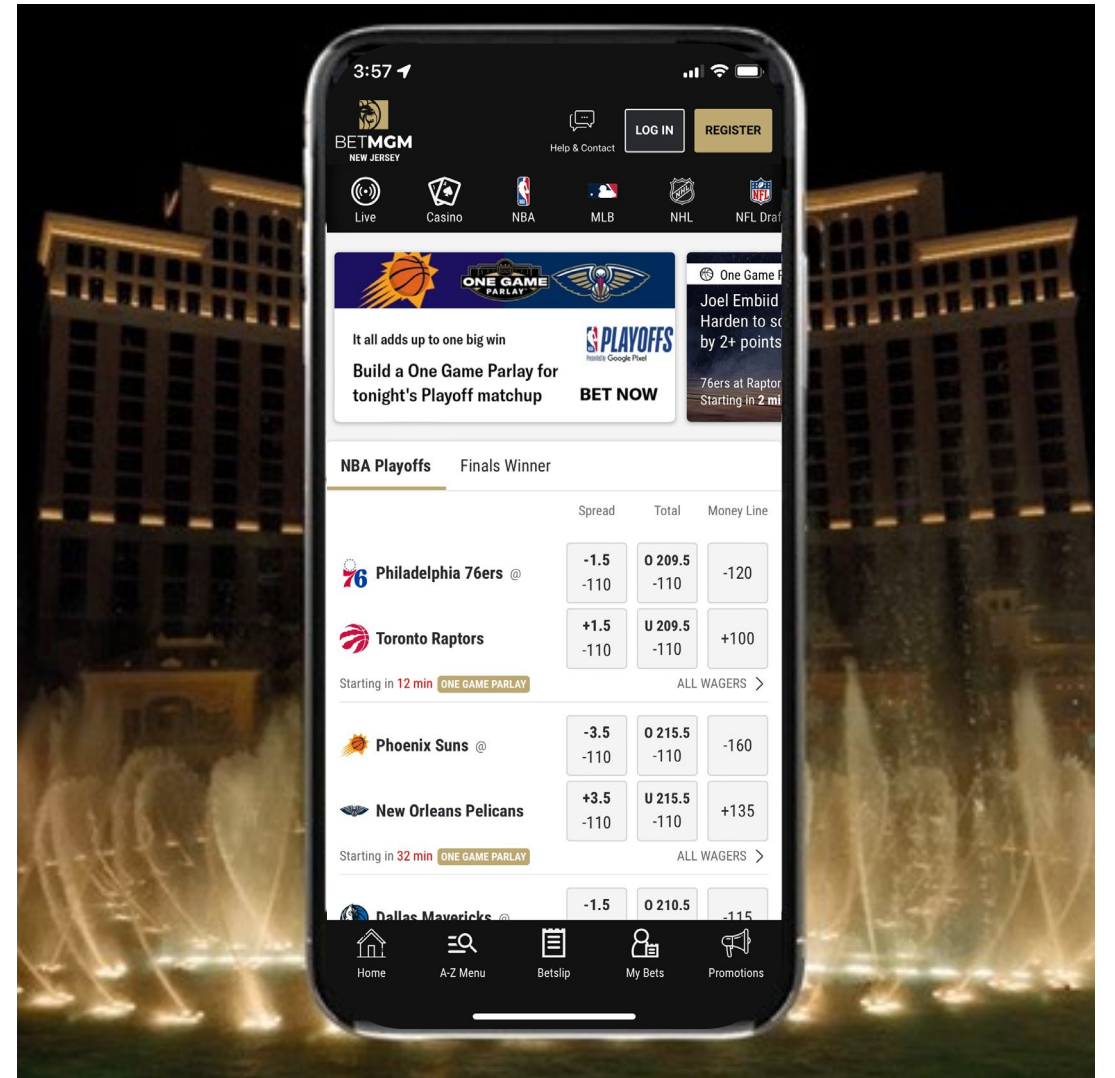
+400% YoY Growth in One Game Parlay handle

Improve One Game Parlay product

Omni

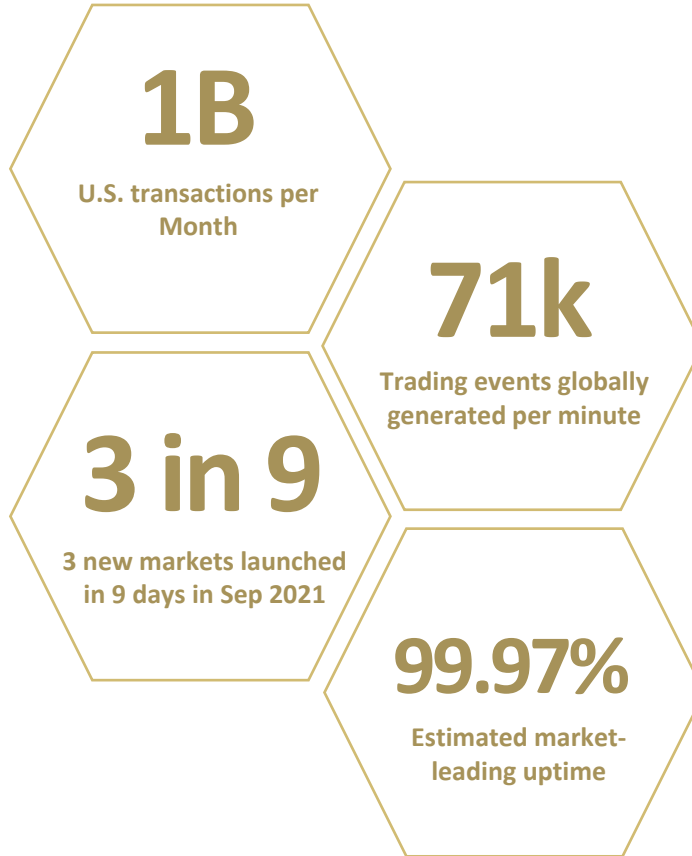
+126% YoY Growth in Customers using Omni-channel deposit methods

Create seamless Omni experiences



Technology

Proprietary tech stack provides competitive advantage and cost-efficiency



Unmatched scalability

Superior operating flexibility

Multi-brand capabilities

Seamless omni-channel offering

Robust player analytics

Cost-efficient

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Gary Deutsch
Chief Financial Officer



FY 2021 and Q1 2022 Results

Strong growth across all markets

FY 2021

\$850M

Est. FY 2021
Net Revenue¹

5x
Increase versus 2020

140%
"Same store" growth

(\$430M)

Est. FY 2021
EBITDA

(\$160M)
in prior year

+8

New markets
launched

- 6** Digital Sports
- 1** Casino
- 2** Poker
- 4** Retail

\$450M

Equity drawn
in 2021

\$210M
drawn in prior years

Q1 2022

\$271M

Est. Q1 2022
Net Revenue¹

Up 58%
versus Q1 2021

(\$178M)

Est. Q1 2022
EBITDA

(\$116M)
in Q1 2021

+39%

YoY increase
in same-store
Super Bowl
handle

+93%
FTDs YOY

+59%

YoY increase in
Same-store
NCAAB
Tournament handle

+137%
FTDs YOY

2022 & 2023 Outlook

On-track to achieve targets

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\$1.3B+

Est. FY 2022
Net Revenue¹

'22 EBITDA

In line with FY
2021

\$450M

Of equity
drawn
in 2022

+ EBITDA

During 2023

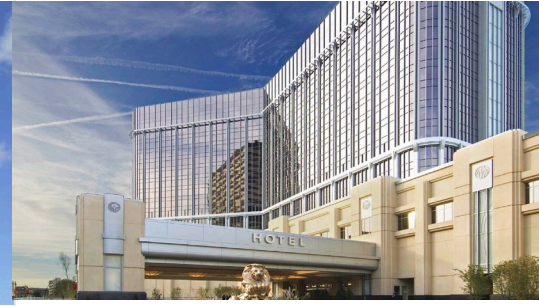
Business Model

NJ & MI already significantly profitable with other markets progressing well

Products



Omni-channel



Market Performance

- #1 iGaming Market Share ¹
- 5 consecutive quarters of positive contribution so far
- Nearly \$100m of Contribution in 2022

- #1 iGaming Market Share ¹
- #1 OSB Market Share ¹
- Positive contribution after 6 months
- Nearly \$100m of Contribution in 2022
- 44% of players played both sports and iGaming in Q1 2022

- Launched Day 1
- #1 OSB market share in Feb-22 across these 4 markets ¹
- Positive contribution within 2022

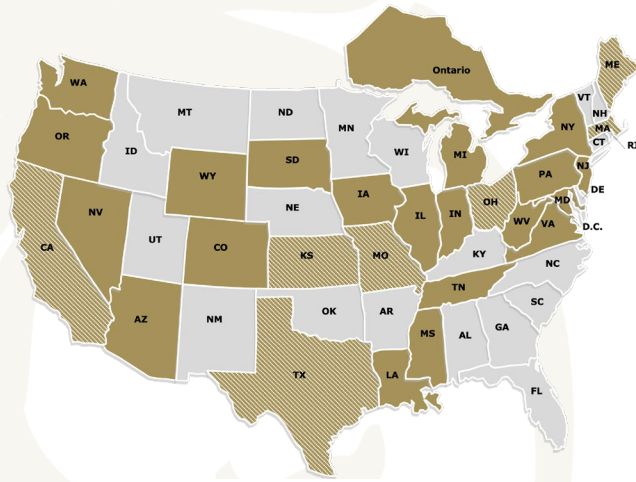
Business Model

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Stacking of individual, profitable markets creates a highly-successful business

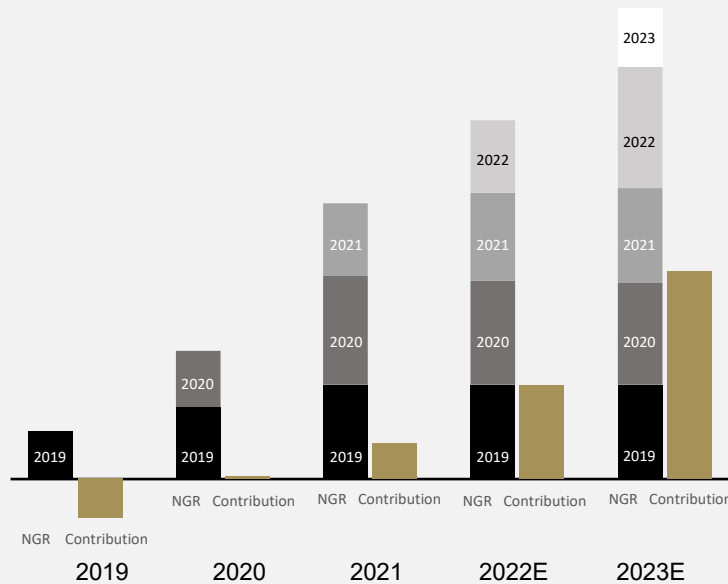


Market/Product Legalization initiates Marketing and Player Acquisition efforts



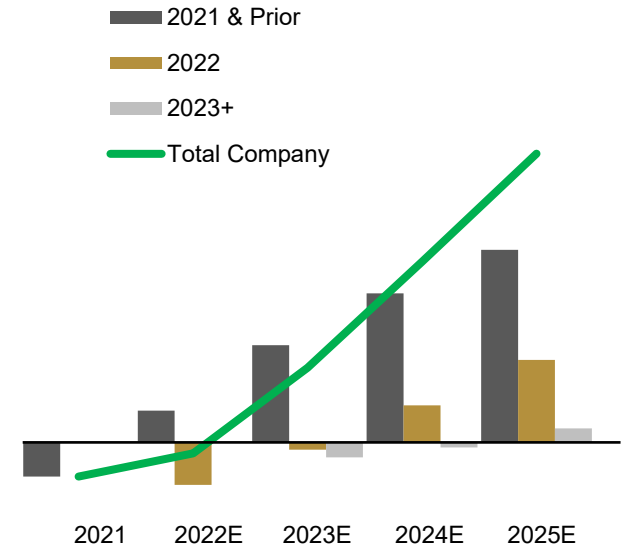
Player cohorts build on top of each other leading to market profitability

New Jersey NGR and Contribution by annual cohort



Markets build on top of each other leading to overall profitability

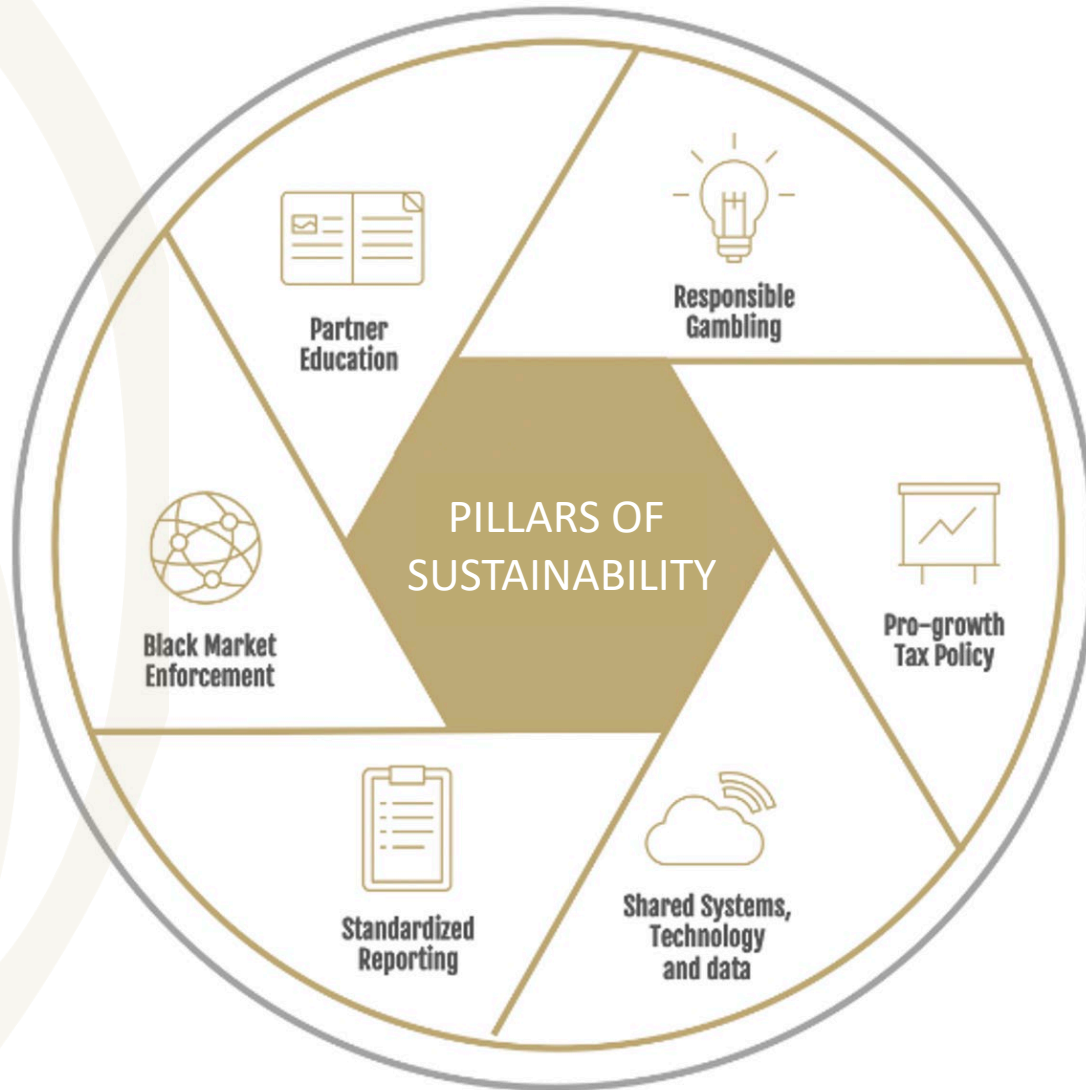
Annual Cohort & Total Contribution ¹



Revenue driven by Player Retention & Engagement; Betting market and Gaming enhancements; Cross-sell; Omni-Channel.

Direct costs include Marketing Spend, Taxes, Payment Processing, Content Fees, Gaming Royalties, Data Centers, Market access.

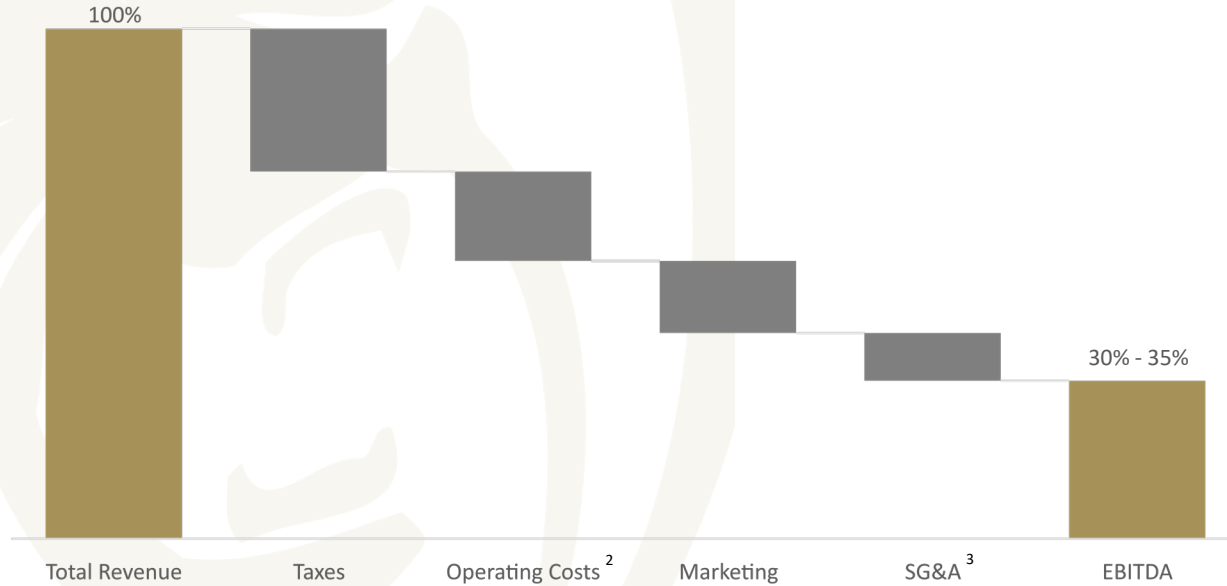
Sensible policies and initiatives critical to the industry's prospects



EBITDA Bridge

Strong long-term EBITDA margin of 30% - 35% supported by cost advantages from MGM and Entain

Long-term Margin Target¹



Structural Cost Advantages

- Parent tech, brand, and omni-channel strategy drive acquisition and retention cost advantages
- In-house technology platform and support services are cost-effective
- Revenue share rates and royalties lower due to MGM market access and Entain casino game library
- Scale of parent operational structures enable BetMGM to optimize investment in talent

¹ Includes non-GAAP performance indicators
² Includes market access, payment processing, geolocation, KYC and datacenter costs
³ Includes all people-related costs

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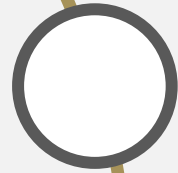
Financials

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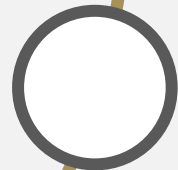
Strong 2021 and Q1 2022 performance, and delivering against goals



Well-positioned within a large and growing market with TAM of \$37B



Deeper integration of world-class assets driving structural cost efficiencies



Taking the lead on fostering industry sustainability



Viable path to positive EBITDA during 2023 and 30% - 35% long-term EBITDA margins



BETMGM

Q + A

To ask a question, please connect via
the live audio dial-in details below:

US: +1 (800) 289 0720

UK: +44 (0) 330 165 4012

International: +1 (323) 701 0160

Conference ID: 661 6118



BETMGM

in millions

BEST CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
BetMGM GGR						
Gaming Tax (20%)						

AVERAGE CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
BetMGM GGR						
Gaming Tax (20%)						

WORST CASE

\$m OSB GGR	2022	2023	2024	2025	2026	2027
Massachusetts TAM						
Market Share						
BetMGM GGR						
Gaming Tax (20%)						



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G.3 FINANCIAL STABILITY & INTEGRITY

- e. What are the Applicant's annual liquidity, leverage, and profitability ratios, including current ratio, debt-to-equity ratio, and gross/net margin ratios?

Financial Ratios	2021	2020
Current Ratio		
LT Debt-to-Equity		
Operating Margin		
Net Margin		



BETMGM

G.3 **FINANCIAL STABILITY & INTEGRITY**

- f. Information pertaining to contracts, loan agreements, and/or commitments that the applicant has breached or defaulted on during the last ten years. *Provide information for any lawsuit, administrative proceeding, or another proceeding that occurred as a result of the breach or default*

Not applicable to BetMGM.



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G.3 FINANCIAL STABILITY & INTEGRITY

- g. A description of any administrative or judicial proceeding, during the last ten years, in which the applicant or any entity that owns 5%, or greater share, was found to have violated a statute or regulation governing its operation

Not applicable to BetMGM; BetMGM's parent companies, MGM and Entain, will provide any applicable responses directly with their applications.



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G.3 FINANCIAL STABILITY & INTEGRITY

- h.** Any bankruptcy filings made, or proceedings commenced, for any entities owned or controlled by the applicant and any entity owning a 5% or greater share of the applicant

Not applicable to BetMGM; BetMGM's parent companies, MGM and Entain, will provide any applicable responses directly with their applications.



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G.3 FINANCIAL STABILITY & INTEGRITY

- i. Any financing amounts or ownership interests that are anticipated to come from minorities, women, and/or disadvantaged businesses. *If the applicant, or any portion of the applicant, is a public company, it is not necessary to list shareholders*

Not applicable to BetMGM.



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G.3 FINANCIAL STABILITY & INTEGRITY

- j. Examples and/or narratives that substantiate the applicant's understanding of and experience with Internal Controls.

As stated, BetMGM currently operates both igaming and sports wagering across 25 jurisdictions. In each of these jurisdictions, BetMGM's compliance department has drafted, revised, and remained adherent to a robust set of internal controls. BetMGM's expertise in creating and maintaining internal controls that are both systemically reliable and compliant with each state's unique regulations, coupled with our proven ability to meet the technical and organizational standards required by each state, is an invaluable piece of BetMGM's success. BetMGM will submit internal controls to the Commission detailing our event wagering system and how we intend to conduct event wagering in compliance with the rules and regulations of the State of Massachusetts. Our internal controls will detail standards and processes related to, among others, computer systems, servers, geofencing, wagering, marketing parameters, accounting, patron complaints, anti-money laundering and responsible gaming to ensure our event wagering operation is in compliance with Massachusetts law and will also establish regular auditing and system-testing requirements to ensure BetMGM stays in compliance.



BETMGM

G.4 COMPLIANCE

Provide the following information on whether the applicant or its Key Persons has ever:

- a. Been employed by the Massachusetts Gaming Commission

BetMGM nor any of its Key Persons has ever been employed by the Massachusetts Gaming Commission.



BETMGM

G.4 COMPLIANCE

Provide the following information on whether the applicant or its Key Persons has ever:

- b. Possessed a gaming license (casino, video gaming, charitable games, lottery, pari-mutuel, sports wagering, etc.) issued by any jurisdiction – *if so, please provide a copy of each license*

Yes; copies of licenses/proof of licensure for BetMGM are attached as indicated in the below chart. Please refer to the Multi-Jurisdictional Personal History Disclosure Forms submitted for licenses held by BetMGM Key Persons.

NAME OF LICENSING AGENCY	LICENSE TYPE	ATTACHED AS
Alcohol and Gaming Commission of Ontario	Internet Gaming Operator	G4-b-02 Ontario License.pdf
Arizona Department of Gaming	Event Wagering Operator Designee	G4-b-03 AZ Designee License.pdf
	Event Wagering Services Provider	G4-b-04 AZ Vendor License.pdf
Colorado Division of Gaming	Sports Betting Operator License	G4-b-05 CO Sports Betting License.pdf
	Internet Sports Betting Operator License	G4-b-06 CO Internet Sports Betting License.pdf
DC Lottery	Class A Sports Betting Operator (Temporary)	G4-b-07 DC Operator.pdf; G4-b-08 DC Extension Email.pdf
Gila River Gaming Commission	Vendor Gaming License	G4-b-09 Gila River Vendor.pdf
Grand Ronde Gaming Commission	Major Procurement Vendor License (Sports)	G4-b-10 OR (Grande Ronde) License.pdf
Illinois Gaming Board	Sports Wagering Management Services Provider	G4-b-11 IL License.pdf
Indiana Gaming Commission	Sports Wagering Vendor	G4-b-12 IN License.pdf
Iowa Racing and Gaming Commission	Advance Deposit Sports Wagering License	G4-b-13 IA License.pdf



BETMGM

NAME OF LICENSING AGENCY	LICENSE TYPE	ATTACHED AS
Kansas Racing and Gaming Commission	Sports Wagering Certification (Provisional)	G4-b-14 KS License Email.pdf
Maryland Lottery and Gaming Control Commission	Sports Wagering Facility Operator	G4-b-15 MD Sports Wagering Facility.pdf
	Online Sports Wagering Operator	G4-b-16 MD Online Sports License.pdf
Louisiana Gaming Control Board	Sports Wagering Platform Provider	G4-b-17 LA License.pdf
Michigan Gaming Control Board	Gaming Supplier License (Annual)	G4-b-18 MI Licenses.pdf; G4-b-19 MI Annual email.pdf
	Internet Gaming Supplier License	
	Sports Betting Supplier License	
Mississippi Gaming Commission	Gaming Manufacturer and Distributor License	G4-b-20 MS License.pdf
Nevada Gaming Control Board	Gaming Information Service License	G4-b-21 NV Licenses.pdf
	Gaming Manufacturer License	
	Gaming Distributor License	
New Jersey Department of Gaming Enforcement	Casino Service Industry Enterprise License	G4-b-22 NJ CSIE Letter.pdf; G4-b-23 NJ CSIE Order.pdf
New York State Gaming Commission	Sports Wagering Platform Provider	G4-b-24 NY License Letter 1.pdf; G4-b-25 NY License Letter 2.pdf
Ohio Casino Control Commission	Sports Wagering Mobile Management Services Provider	G4-b-26 OH Resolution.pdf
	Sports Wagering Management Services Provider	
Pennsylvania Gaming Control Board	iGaming Operator License	G4-b-27 PA iGaming.pdf



BETMGM

NAME OF LICENSING AGENCY	LICENSE TYPE	ATTACHED AS
	Sports Wagering Operator Licenses	G4-b-28 PA Sports.pdf
Puerto Rico Gaming Commission	Service Industry License (Temporary)	G4-b-29 PR Letter.pdf
Puyallup Tribal Gaming Regulatory Office	Class III Major Sports Wagering Vendor	G4-b-30 Puyallup License.pdf
South Dakota Commission on Gaming	Sports Wagering Services Provider	G4-b-31 SD License.pdf
Tennessee Sports Wagering Advisory Council	Sports Betting Operator License	G4-b-32 TN License.pdf
Virginia Lottery	Sports Betting Permit Holder	G4-b-33 VA License.pdf
Washington State Gaming Commission	Sports Wagering Major Vendor License; Mid-Level Vendor License	G4-b-34 WA Licenses.pdf
West Virginia Lottery	iGaming Management Service Provider License	G4-b-35 WV iGaming License.pdf
	Sports Wagering Management Service Provider License	G4-b-36 WV Sports License.pdf
Wyoming Gaming Commission	Online Sports Wagering Operator Permit	G4-b-37 WY License.pdf



Alcohol and Gaming Commission of Ontario
90 Sheppard Avenue East, Suite 200
Toronto ON M2N 0A4
Tel.: 416-326-8700
Toll free in Ontario: 1-800-522-2876
Inquiries: www.agco.ca/iagco • Website: www.agco.ca

Registration No.: OPIG1230032

Expiry Date: Apr. 03, 2023

Certificate of Registration - Supplier **Class: Operator**

Issued under the *Gaming Control Act, 1992*

Issued to BetMGM CANADA INC.

Gaming Site on.betmgm.ca

Related Gaming Site
Domain Name(s)

Mobile App Name(s) BetMGM

To be prominently displayed





Commission des alcools et des jeux de l'Ontario
90, avenue Sheppard Est, bureau 200
Toronto (Ontario) M2N 0A4
Tél. : 416-326-8700
Interurbains sans frais en Ontario : 1-800-522-2876
Demande de renseignements : www.agco.ca/fr/icafo
Site Web : www.agco.ca/fr

N° d'inscription : OPIG1230032

Date

d'expiration : 03 avr. 2023

Certificat d'inscription - Fournisseur

Catégorie : Exploitant

Délivré en vertu de la
Loi de 1992 sur la réglementation des jeux

Délivré à BetMGM CANADA INC.

Site de jeu on.betmgm.ca

Noms de domaine
associés au site de
jeu

Applications mobiles BetMGM

À afficher en évidence.



ARIZONA DEPARTMENT OF GAMING

ISSUES State Certification PCA# EW200009
TO

BetMGM, LLC

as a

Event Wagering Designee

And authorizes this vendor to provide service in accordance with the
Arizona Revised Statutes for Event Wagering and Fantasy Sports

Date of Issue: Aug 24, 2021

Date of Expiration: Aug 31, 2026



Arizona Department of Gaming

A handwritten signature in black ink, appearing to read 'Brian Jacobsen', is written over a horizontal line.

Brian Jacobsen, Manager

Vendor Certification Unit



ARIZONA DEPARTMENT OF GAMING

ISSUES STATE CERTIFICATION PCA# V98235
TO

BetMGM LLC

as a

**provider of Services (Consulting)
Event Wagering Provider**

And authorizes this vendor to provide service in accordance with the
Arizona Tribal-State Gaming Compacts and their Appendices

Date of Issue: Jul 21, 2021

Date of Expiration: Jul 31, 2023



Arizona Department of Gaming

A handwritten signature in black ink, appearing to read 'Brian Jacobsen', is written over a horizontal line.

Brian Jacobsen, Manager

Vendor Certification Unit





3/18/2022

BETMGM, LLC
d/b/a ROAR DIGITAL
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY NEW JERSEY 07311

Dear License Holder:

The Colorado Limited Gaming Control Commission at its meeting approved your temporary Sports Betting Operator sports betting license, which is enclosed. Please examine the license to ensure all the information is correct.

The primary contact person we presently have on record for you is:

ADAM B. GREENBLATT
ROAR DIGITAL, INC.
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY, NJ 07311
732-268-1905

If you have any questions, please contact me at [REDACTED]

Sincerely,

John Madruga
Agent in Charge

enclosures

DR 9526 (Rev. 02/99)

STATE OF COLORADO DEPARTMENT OF REVENUE

DIVISION OF GAMING
1707 Cole Blvd. Suite 300
Lakewood, Colorado 80401

BETMGM, LLC
d/b/a ROAR DIGITAL
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY, NEW JERSEY 07311

SPORTS BETTING LICENSE

Account Number 46474396
License Type Sports Betting Operator
License Expires at Midnight April 2, 2024

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 30, C.R.S. 2019, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Division of Gaming, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand.



Division Director



Executive Director



3/18/2022

BETMGM, LLC
d/b/a ROAR DIGITAL
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY, NEW JERSEY 07311

Dear License Holder:

The Colorado Limited Gaming Control Commission at its meeting approved your temporary Internet Sports Betting Operator sports betting license, which is enclosed. Please examine the license to ensure all the information is correct.

The primary contact person we presently have on record for you is:

ADAM B. GREENBLATT
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY, NEW JERSEY 07311
732-268-1905

If you have any questions, please contact me at [REDACTED]

Sincerely,

John Madruga
Agent in Charge

enclosures

DR 9526 (Rev. 02/99)

STATE OF COLORADO DEPARTMENT OF REVENUE

DIVISION OF GAMING
1707 Cole Blvd. Suite 300
Lakewood, Colorado 80401

BETMGM, LLC
d/b/a ROAR DIGITAL
210 HUDSON STREET
HARBORSIDE PLAZA 3, SUITE 602
JERSEY CITY, NEW JERSEY 07311

SPORTS BETTING LICENSE

Account Number

46474397

License Type

Internet Sports Betting Operator

License Expires at Midnight

April 2, 2024

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 30, C.R.S. 2019, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Division of Gaming, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand.



Division Director



Executive Director



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LOTTERY AND GAMING
PROVISIONAL SPORTS WAGERING OPERATOR LICENSE**



License No. PSW21CLA0001

Expires: December 4, 2021

THIS IS TO CERTIFY that a **Provisional Class A Sports Wagering Operator License** is granted to BetMGM, LLC at Nationals Park, 1500 South Capitol Street, SE, Washington, DC and described as Lot 0027, Square 0705; Mobile APP and Online Platform ONLY.

THIS LICENSE is granted subject to the applicable provisions of D.C. Official Code §§ 22-1716–22-1718, 36.601.01–36-621.17, and Title 30 of the District of Columbia Municipal Regulations.



Issued: June 4, 2021

OFFICE OF LOTTERY AND GAMING

By: 
Ridgely C. Bennett, Interim Executive Director

**TO REPORT WASTE, FRAUD, OR ABUSE BY ANY
DC GOVERNMENT OFFICE OR OFFICIAL CONTACT
THE DC INSPECTOR GENERAL AT (202) 724-8477
OR (800) 521-1639 OR hotline.oig@dc.gov**

From: [Joshua Wyseman](#)
To: [Nicholas Klubeck](#)
Subject: FW: BetMGM Provisional Class A Sports Wagering Operator License Extension
Date: Monday, October 24, 2022 3:24:24 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[BetMGM Class A Extension Request 2 \(9.8.2022\).pdf](#)

From: Rendon, Luis (DCLB) [REDACTED]
Sent: Friday, September 9, 2022 8:39 AM
To: Joshua Wyseman [REDACTED]
Cc: Foster, Burt (DCLB) [REDACTED] Dillion,
Jessica (DCLB) [REDACTED]
Subject: RE: BetMGM Provisional Class A Sports Wagering Operator License Extension

Josh,

Correspondence received. We will process this third extension request, with the understanding that BetMGM will submit its Standard application as soon as possible (timeframe: November 2022) so that the OLG can process the application with ample time to review.

Although the new expiration date will be set for April 4, 2023, the OLG will complete its review process ahead of this date.

Keep us posted on the submittal, so that we may commence our due diligence process.

Also, let us know about the resolution with BetMGM's clean hands certification.

Thanks!

Respectfully,



Luis F. Rendon | Investigations and Enforcement Officer

Office of Lottery and Gaming
Regulation & Oversight Division

2235 Shannon Place, SE | 4th Floor | Washington, DC | 20020-5731
[REDACTED]

From: Joshua Wyseman [REDACTED]
Sent: Thursday, September 8, 2022 2:42 PM
To: Rendon, Luis (DCLB) [REDACTED]
Cc: Foster, Burt (DCLB) [REDACTED]
Subject: BetMGM Provisional Class A Sports Wagering Operator License Extension

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Hi Luis,

Please see Class A Sports Wagering Operator License Extension request, attached, submitted on behalf of BetMGM.

Thank you,

Joshua Wyseman

Senior Manager, Licensing



BETMGM





BETMGM

September 8, 2022

Via Electronic Communication

Luis F. Rendon
Investigation and Enforcement Officer
Office of Lottery and Gaming
Regulations & Oversight Division
2235 Shannon Place, SE 4th Floor
Washington, DC 20020-5731

Re: BetMGM Provisional Class A Sports Wagering Operator License Extension

Mr. Rendon,

BetMGM was issued a Provisional Class A Sports Wagering Operator License on June 4, 2021 with an expiration date of December 4, 2021. Prior to its expiration, the term of BetMGM's license was extended to expire on April 4, 2022 and then extended again to expire on October 4, 2022.

[REDACTED]
[REDACTED] For the above reason, and to give the Office of Lottery and Gaming sufficient time to review BetMGM's application materials, I am hereby requesting an additional extension of 6 months (180 days). If granted, the expiration date of BetMGM's Provisional Class A Operator License would be April 4, 2023.

Please do not hesitate to reach out with any questions or concerns. Thank you for your consideration.

Sincerely,

Joshua Wyseman
Senior Manager, Licensing - BetMGM

Gila River Gaming Commission

Vendor Gaming License

This certifies this vendor has been granted a Vendor Gaming License

BetMGM LLC

BetMGM

GRGC License #:21-00211

License Type:

Vendor Level I

Expiration Date:7/31/2023

Goods and/or Services:

Sports Betting Consulting



Dale G. Enos, Gaming Commission Chairperson

7/13/2021

Issue Date

THIS VENDOR HAS MET THE GILA RIVER GAMING COMMISSION LICENSING REQUIREMENTS FOR A LEVEL II VENDOR LICENSE. THIS COMPANY IS PERMITTED TO CONDUCT BUSINESS WITH THE GILA RIVER GAMING ENTERPRISES, INC. AND TO INVOICE OR CONTRACT FOR GOODS OR SERVICES IN EXCESS OF \$10,000.00.



GRAND RONDE GAMING COMMISSION

P.O. Box 155 • 27100 SW Salmon River Highway Suite A • Grand Ronde, Oregon 97347
(503) 879-2362 • FAX (503) 879-2354

August 6, 2020

Patick Madamba Jr.
BetMGM, LLC
210 Hudson Street, Harborside Plaza 3
Suite 602
Jersey City, NJ 07302

Re: Updated Major Procurement Vendor License - Name Change

Enclosed is an updated Major Procurement Vendor License reflecting the name change from Roar Digital, LLC to BetMGM, LLC. The below condition placed on the original license issued on February 21, 2020 to Roar Digital remains the same for BetMGM, LLC.:

1. Business is limited to providing Sports Pool platforms and related services.

Commission Regulations state that a license constitutes an agreement on the part of the licensee to be bound by the Regulations, and further require that contracts contain a provision requiring the parties to ". . . *abide by all applicable laws, regulations, rules and requirements of governmental authorities, including without limitation, the IGRA, the Compact, the Ordinance, the Regulations, MICS and Game Rules, and any additional language as may be required by the Commission.*"

It is important to note that Commission Regulations stipulate that all licensees are required to immediately notify the Commission Director of any information that may reflect upon a licensee's suitability to be licensed. Immediate notification is also required for deficiencies in any game or product that may affect the fairness and integrity of a game or security of the gaming operation.

BetMGM, LLC

Re: Conditional Major Procurement Vendor License

August 6, 2020 – Page 2

Online access to Grand Ronde Gaming Commission Regulations, Minimum Internal Controls Standards and Game Rules is available on our website at www.grandrondegaming.org.

Please contact [REDACTED] if you have any questions regarding your license. Thank you for your cooperation.

Sincerely,



Michael Boyce
Executive Director

Enclosure

GRAND RONDE GAMING COMMISSION MAJOR PROCUREMENT VENDOR LICENSE

LICENSE NO.: 2002012213

LICENSEE: BetMGM, LLC
ADDRESS: 210 Hudson Street, Harborside Plaza 3
Suite 602
Jersey City, NJ 07302

EFFECTIVE DATE: February 21, 2020
EXPIRATION DATE: January 31, 2023

THIS LICENSE AUTHORIZES THE ABOVE-NAMED COMPANY TO CONDUCT BUSINESS WITH SPIRIT MOUNTAIN CASINO. THIS LICENSE IS LIMITED TO ANY CONDITIONS LISTED IN THE LETTER OF LICENSURE DATED FEBRUARY 21, 2020.

State of Illinois Illinois Gaming Board

**Bet MGM, LLC
d/b/a Roar Digital**

Having exhibited to the Members of the Illinois Gaming Board the qualifications for licensure established in the Illinois Sports Wagering Act, we do therefore hereby authorize and license the above as a Management Services Provider license in this State.

Witnessed this 27th day of January, A.D., 2022 and expiring in January of 2026

D. Mark

Board Member

Atty. P. Curie

Board Member

Man C. Bell

Board Member

_____, Board Member

Illinois Gaming Board

Charles Schodde

Chairman

East Tower, Suite 1600
101 W. Washington Street
Indianapolis, Indiana 46204



INDIANA GAMING COMMISSION

(317) 233.0046 phone
(317) 233.0047 fax
www.in.gov/igc

Greg Small
Executive Director

March 10, 2022

Josh Wyseman
BetMGM, LLC
Harborside Financial Center
210 Hudson Street,
Jersey City, NJ 07302

VIA USPS & EMAIL: [REDACTED]

RE: BetMGM, LLC d/b/a Roar Digital - Indiana Temporary Vendor License Renewal

Mr. Wyseman,

Please see the enclosed Vendor License for BetMGM, LLC ("BetMGM"), and Order 2022-09, which is valid from February 24, 2022 through February 23, 2023. If you have any questions, please do not hesitate to contact me.

Sincerely,

Christopher Neal
Staff Attorney
[REDACTED]

Enclosures: Order 2022-09 and Vendor's License

ORDER 2022-09
AN ORDER OF THE INDIANA GAMING COMMISSION
CONCERNING RENEWAL OF VENDOR'S LICENSES

In accordance with Ind. Code art. 4-38 and Title 68 of the Ind. Admin. Code, the Indiana Gaming Commission ("Commission") previously issued vendor's licenses to: (1) Roar Digital d/b/a BetMGM (Belterra vendor); (2) PointsBet Indiana (Hollywood vendor); (3) Wynn Sports (Rising Star vendor).

A vendor's license is valid for a period of one year, beginning on the anniversary of the date that the vendor licensee begins performing services with a certificate holder in the conduct of sports wagering. Further, in accordance with Ind. Code § 4-38-6-6, a vendor's license must be renewed annually along with the payment of Fifty Thousand Dollars (\$50,000.00) as an annual administrative fee. Each of these licensees has requested renewal and paid the required administrative fee. The Commission has determined that the above-named vendor licensees remain in substantial compliance with Ind. Code art. 4-33, Ind. Code art. 4-38, and Title 68 of the Indiana Administrative Code and are suitable to hold a vendor's license.

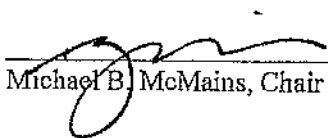
The Commission hereby **GRANTS** the renewal of the licenses of each of the following for a period of one year as specified below:

- 1) Roar Digital d/b/a BetMGM (Belterra vendor): valid February 24, 2022 through February 23, 2023;
- 2) PointsBet Indiana (Hollywood vendor): valid March 4, 2022 through March 3, 2023;
- 3) Wynn Sports (Rising Star vendor): valid March 24, 2022 through March 23, 2023.

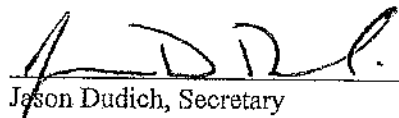
Each licensee must notify the Commission of its desire to be considered for subsequent license renewal at least thirty days before the expiration of the license.

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

THE INDIANA GAMING COMMISSION: ATTEST:



Michael B. McMains, Chair



Jason Dudich, Secretary

VENDOR'S LICENSE

STATE OF INDIANA

The Indiana Gaming Commission

in accordance with and subject to IC 4-38 and 68 IAC issues to

BetMGM d/b/a Roar Digital

a vendor's license to operate as a sports wagering vendor on behalf of a certificate of authority holder licensed by the Indiana Gaming Commission from February 24, 2022 through February 23, 2023.



Chair



Executive Director

BT-VEN-002-ROAR

State of Iowa

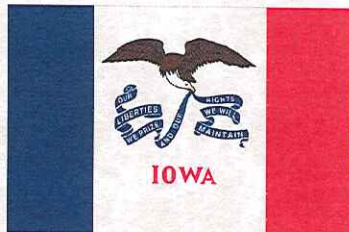
This is To Acknowledge That

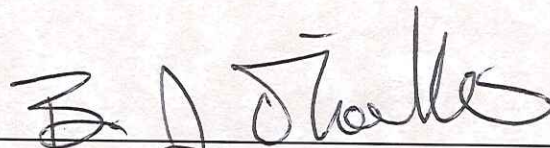
BETMGM, LLC

has been licensed by the

IOWA RACING AND GAMING COMMISSION

*to conduct Advanced Deposit Sports Wagering pursuant to Iowa Code §99F.9(4)(b) at Diamond
Jo Worth, LLC from January 01, 2022 to expire on December 31, 2022.*





Brian J. Ohorilko, Administrator



From: [Joshua Wyseman](#)
To: [Nicholas Klubeck](#)
Subject: FW: Provisional Certification/Supplier License - BETMGM, LLC d/b/a ROAR DIGITAL
Date: Wednesday, August 24, 2022 1:42:42 PM
Attachments: [image001.png](#)
[image002.png](#)

Hey Nick,

FYI below for your records.

Thanks,

Joshua Wyseman

Senior Manager, Licensing



From: DJ Lopez [KRGC] <DJ.Lopez@ks.gov>
Sent: Wednesday, August 24, 2022 1:36 PM
To: Joshua Wyseman [REDACTED]; Stephen Martino [REDACTED]; Sean Ostrow [REDACTED]; Paul Davis [REDACTED]; Stuart Little [REDACTED]; Jeff McKain [REDACTED]; Melanie laCour <[REDACTED]>; Chandler Pohl [REDACTED]
Cc: Don Brownlee [KRGC] [REDACTED]; Todd Allen [KRGC] [REDACTED]; Roger Bailey [KRGC] [REDACTED]; [REDACTED]
Subject: Provisional Certification/Supplier License - BETMGM, LLC d/b/a ROAR DIGITAL

Greetings,

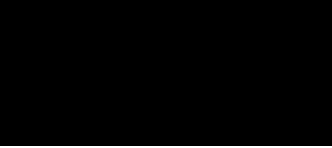
Please accept this email as formal notice that **BetMGM, LLC d/b/a Roar Digital** has been granted a Sports Wagering Provisional Certification (#5000536). The provisional certification is valid for one (1) year from the date of this email or until presented to the Kansas Racing and Gaming Commission for approval. Once the commission has granted final approval of the certification, it will be valid for a period of two (2) years from the date of commission approval.

The KRGC is currently establishing a renewal certification process and once that process is finalized, notification will be forthcoming.

If you should have any questions regarding provisional certification/licensing, please direct them to me.

Thank you !

D.J. Lopez
Regional Security Manager-*Security/Licensing Division*
Kansas Racing and Gaming Commission
700 SW Harrison Suite 500
Topeka, Kansas 66603



*****PLEASE NOTE MY EMAIL ADDRESS HAS
CHANGED*****

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State of Maryland
State Lottery and Gaming Control Commission
Sports Wagering Facility Operator License

Issued to

BetMGM, LLC

Effective on the 18th day of November, 2021

License Expires: November 17, 2026


John Martin, Director

11/20/21
Date



State of Maryland
State Lottery and Gaming Control Commission
Online Sports Wagering Operator License

Issued to

BetMGM, LLC
d/b/a Roar Digital

Effective on the 27th day of October, 2022

License Expires: October 26, 2027



John Martin, Director

10/31/22

Date



JOHN BEL EDWARDS
GOVERNOR

RONNIE S. JOHNS
CHAIRMAN

**Approval of the Sports Wagering Platform Provider Permit for
BetMGM, LLC d/b/a Roar Digital
No. B016503463**

RESOLUTION

On the 21st day of July 2022, the Louisiana Gaming Control Board (“Board”) did, in a duly noticed public meeting, consider the sports wagering platform provider permit application and the comprehensive compulsive and problem gambling program of BetMGM, LLC d/b/a Roar Digital, and upon motion duly made and seconded, the Board adopted this Resolution:

BE IT RESOLVED that BetMGM, LLC d/b/a Roar Digital be approved for a sports wagering platform provider permit for a term of five (5) years commencing October 31, 2021, subject to the following conditions:

1. BetMGM, LLC d/b/a Roar Digital and Mr. Barry Diller (“Mr. Diller”) shall provide written notification to the Louisiana State Police, Gaming Enforcement Division (the “Division”) of any fact, event, occurrence, matter, or action that may affect the suitability of Mr. Diller and/or other material information related thereto and/or to the progression of the inquiries by the Department of Justice and the Securities and Exchange Commission concerning or relative to Mr. Diller within 48 hours of receipt or knowledge of such; and
2. BetMGM, LLC d/b/a Roar Digital and Mr. Diller shall provide written reports to the Division every six months, beginning September 1, 2022, detailing the status and recent events of the inquiries made by the Department of Justice and the Securities and Exchange Commission concerning or relative to Mr. Diller and the relevant stock purchase.

BE IT RESOLVED that the comprehensive compulsive and problem gambling program submitted by BetMGM, LLC d/b/a Roar Digital is hereby approved.

THUS DONE AND SIGNED IN BATON ROUGE, LOUISIANA THIS 21st DAY OF JULY 2022.

A handwritten signature in blue ink, appearing to read "R. Johns", is written over a horizontal line.

**RONNIE S. JOHNS, CHAIRMAN
LOUISIANA GAMING CONTROL BOARD**

Michigan Gaming Control Board

This is to Certify that
BETMGM, LLC

Jersey City, New Jersey 07311
is Hereby Issued an

Annual Supplier License - Gaming

which authorizes the licensee to supply gaming related goods or services to a casino applicant, licensee, or holder of a certificate of suitability within the City of Detroit in accordance with the provisions of the Michigan Gaming Control & Revenue Act, MCL 432.201, et seq., as amended, and the rules and regulations adopted by the Michigan Gaming Control Board

License Number: 007386
Valid Until August 09, 2022



A handwritten signature in cursive script that reads "Linda D. Forte".

LINDA D. FORTE
Board Chair

A handwritten signature in cursive script that reads "H. Williams".

HENRY L. WILLIAMS, JR.
Executive Director

Michigan Gaming Control Board

This is to Certify that

BETMGM, LLC

Jersey City, New Jersey 07311

is Hereby Issued a

Sports Betting Supplier License

This license authorizes BETMGM, LLC to conduct business with an Internet sports betting operator when done in accordance with the provisions of the Lawful Sports Betting Act.

Issued August 10, 2021

Valid Until August 09, 2026



Linda D. Forte

LINDA D. FORTE
Board Chair

H. Williams

HENRY L. WILLIAMS, JR.
Executive Director

Michigan Gaming Control Board

This is to Certify that
BETMGM, LLC
Jersey City, New Jersey 07311
is Hereby Issued an

Internet Gaming Supplier License

This license authorizes BETMGM, LLC to conduct business with an Internet gaming operator when done in accordance with the provisions of the Lawful Internet Gaming Act.

Issued August 10, 2021
Valid Until August 09, 2026



LINDA D. FORTE
Board Chair

HENRY L. WILLIAMS, JR.
Executive Director

From: [Sullivan, John \(MGCB\)](#)
To: [Joshua Wyseman](#); [Skoney, Deborah \(MGCB\)](#)
Cc: [Nicholas Klubeck](#)
Subject: RE: BetMGM Annual Supplier License (007386)
Date: Wednesday, August 10, 2022 4:30:12 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Joshua,

Thank you, I hope you are doing well. As long as BETMGM submitted a renewal application by its license expiration date (which it did), its license is still in good standing. Once BETMGM's 2022 application is approved by the Board, a physical license will be mailed (it will be valid through 8/9/23).




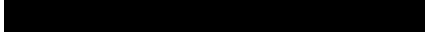
Thanks,

-John

John L. Sullivan
Michigan Gaming Control Board
Manager, Enterprise Licensing Section
Licensing & Investigations Division



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From: Joshua Wyseman < >
Sent: Wednesday, August 10, 2022 2:55 PM
To: Sullivan, John (MGCB)  Skoney, Deborah (MGCB)

Cc: Nicholas Klubeck 
Subject: BetMGM Annual Supplier License (007386)

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

John and Deborah,

I hope you're both well. I note that BetMGM's Annual Supplier License (#007386) expired yesterday. Would it be possible to obtain a digital copy of the fresh certificate or are these typically sent via

mail?

Thanks very much,

Joshua Wyseman

Senior Manager, Licensing

[REDACTED]
[REDACTED]



Major General (R) Al Hopkins
Chairman

Tom Gresham
Commissioner

Francis C. Lee
Commissioner



Jay McDaniel
Executive Director

MISSISSIPPI GAMING COMMISSION
Post Office Box 23577
Jackson, Mississippi 39225-3577
(601) 576-3800

March 24, 2022

Mr. Andrew Hagopian, III
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

RE: Manufacturer/Distributors License # 1248

Dear Mr. Hagopian:

On March 24, 2022, at its regular monthly meeting, the Mississippi Gaming Commission voted to grant BetMGM, LLC a Manufacturer/Distributor license to conduct business in the State of Mississippi subject to the following conditions:

- (1) The license will be issued for a three-year period, effective April 18, 2022, through April 17, 2025;
- (2) Licensee will comply with all federal, state and local laws, including the laws of the State of Mississippi and particularly the Mississippi Gaming Control Act;
- (3) Licensee will comply with all the policies, rules and regulations adopted by the Mississippi Gaming Commission;
- (4) Licensee will comply with and does hereby agree to be bound by all laws, including the Gaming Control Act, of the State of Mississippi; further, licensee agrees to adjudicate all legal proceedings (both state and federal) relative to said license in the courts located in the State of Mississippi; and
- (5) The license is based on the licensee's ability to maintain satisfactory results for all investigations and agency checks.

No individual shall be associated with or hold an interest in this license without prior investigation and approval of the Mississippi Gaming Commission.

If there are any questions regarding this license, please feel free to contact the Mississippi Gaming Commission.

Sincerely,

A handwritten signature in black ink that reads "Jay McDaniel". The signature is written in a cursive, flowing style.

Jay McDaniel
Executive Director

Attachment: License # 1248

cc: Central File
Corporate Securities

License No. No 1248



State of Mississippi

MISSISSIPPI GAMING COMMISSION Gaming License

This Gaming License entitles BetMGM, LLC, located at

210 Hudson Street, Suite 602
Jersey City NJ 07311

to engage in gaming as a(n) Manufacturer/Distributor.
This license is subject to Mississippi Gaming Control Act and the Rules and Regulations adopted thereunder. This authorizes the holder of the license to conduct gaming pursuant to the type of license issued by the Mississippi Gaming Commission. This license is non-transferable or assignable and must be conspicuously displayed in an area visible to the public.

CHAIRMAN
Mississippi Gaming Commission

April 18, 2022
DATE ISSUED

EXECUTIVE DIRECTOR
Mississippi Gaming Commission

April 17, 2025
EXPIRATION DATE

STATE OF NEVADA

This license is issued pursuant to the requirements of NRS Chapter 463. It must be posted in a conspicuous place in the addressed premises.

Issued To: *(Not transferrable)*

35030-01
BETMGM, LLC
(6385 S RAINBOW BLVD LAS VEGAS NV)
ATTENTION: FINANCE
210 HUDSON ST HARBORSIDE PLAZA 3 6TH FL STE 602
JERSEY CITY NJ 07302

2022 GAMING LICENSE MANUFACTURER



A person who is the owner of an interest in a licensed gaming establishment shall not transfer, pledge or make any disposition of that interest without prior approval of the Nevada Gaming Commission.

Issued By The Nevada Gaming Commission

Hon. Jennifer Togliatti (Ret.)

Chair

STATE OF NEVADA

This license is issued pursuant to the requirements of NRS Chapter 463. It must be posted in a conspicuous place in the addressed premises.

Issued To: *(Not transferrable)*

35031-01
BETMGM, LLC
(6385 S RAINBOW BLVD LAS VEGAS NV)
ATTENTION: FINANCE
210 HUDSON ST HARBORSIDE PLAZA 3 6TH FL STE 602
JERSEY CITY NJ 07302

2022 GAMING LICENSE DISTRIBUTOR



A person who is the owner of an interest in a licensed gaming establishment shall not transfer, pledge or make any disposition of that interest without prior approval of the Nevada Gaming Commission.

Issued By The Nevada Gaming Commission

Hon. Jennifer Togliatti (Ret.)

Chair

STATE OF NEVADA

This license is issued pursuant to the requirements of NRS Chapter 463. It must be posted in a conspicuous place in the addressed premises.

Issued To: (Not transferrable)

35029-01
BETMGM, LLC
(6385 S RAINBOW BLVD LAS VEGAS NV)
ATTENTION: FINANCE
210 HUDSON ST HARBORSIDE PLAZA 3 6TH FL STE 602
JERSEY CITY NJ 07302

2022 GAMING LICENSE OPERATOR OF AN INFORMATION SERVICE



A person who is the owner of an interest in a licensed gaming establishment shall not transfer, pledge or make any disposition of that interest without prior approval of the Nevada Gaming Commission.

Issued By The Nevada Gaming Commission

A handwritten signature in cursive script, reading "Jennifer P. Togliatti".

Hon. Jennifer Togliatti (Ret.)

Chair



State of New Jersey

Philip D. Murphy
Governor

Office of the Attorney General
Department of Law and Public Safety
Division of Gaming Enforcement
1300 Atlantic Avenue
Atlantic City, NJ 08401

Matthew J. Platkin
Acting Attorney General

Sheila Y. Oliver
Lt. Governor

David L. Rebuck
Director

May 23, 2022

David L. Rebuck, Director
Division of Gaming Enforcement
1300 Atlantic Avenue
Atlantic City, New Jersey 08401

RE: BetMGM, LLC (CSI #487-50/VID #90733)

Applicant for Initial Licensure as a Casino Service Industry Enterprise

DGE RECOMMENDATION:

GRANT

DENY

NO POSITION

Dear Director Rebuck:

BetMGM, LLC has applied to the Division of Gaming Enforcement (“Division”) for initial licensure as a casino service industry enterprise (“CSIE”), pursuant to *N.J.S.A. 5:12-92a(1)*. Its Business Entity Disclosure (“BED”) form was accepted as complete on August 31, 2018.

Pursuant to *N.J.S.A. 5:12-76*, the Division conducted an investigation of the qualifications of the applicant, and its entity and individual qualifiers, for licensure. The results of that investigation are set forth below.

BACKGROUND

BetMGM, LLC is a business-to-consumer (“B2C”) internet casino and sportsbook operator responsible for operating the www.borgatacasino.com, www.borgatapoker.com, www.nj.partycasino.com, www.nj.partypoker.com, poker.nj.betmgm.com,



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casino.nj.betmgm.com, and sports.nj.betmgm.com websites in partnership with the Borgata Hotel, Casino & Spa (“Borgata”). Additionally, BetMGM, LLC operates the BetMGM Race & Sportsbook retail sports betting and horse racing simulcast lounge within Borgata.

On July 30, 2018, Entain, PLC (CSI #433-50/VID #88463) entered into a joint venture with MGM Resorts International (Casino License No. 50-00)(“MGM Resorts”) to conduct all of MGM Resorts’ land-based and online sports betting, online real money and free-to-play casino gaming, major tournaments and online poker, and other similar future interactive businesses in the United States and Canada. In furtherance of this joint venture, the parties incorporated BetMGM, LLC on July 25, 2018.

THE JOINT PARTNERS

Entain, PLC

Entain, PLC is a multi-national sports betting, internet gaming, and retail wagering conglomerate. It is itself licensed as a CSIE and is also the parent company and 100% ultimate owner of two other CSIE licensees:¹ bwin.party USA, Inc. (CSI #370-50/VID #86466)(“bwin USA”), a B2C internet gaming platform provider, and Stadium Technology Group, LLC (CSI #470-50/VID #89964)(“Stadium Technology”) a business-to-business (“B2B”) risk management software and hardware provider. Entain, PLC is currently one of the world’s largest publicly traded sports betting and internet gaming companies, earning \$4.822 billion in net gaming revenue during the calendar year 2021.

Using its own proprietary software platforms, Entain, PLC operates business-to-consumer (“B2C”) internet casino gaming, sports betting, poker, and bingo websites featuring several popular online gaming brands. These include the “bwin,” “Sportingbet,” “partypoker,” “partycasino,” and “Foxy Bingo” branded gaming websites. In addition to these B2C product offerings, Entain, PLC licenses its software as a B2B third-party service provider to customers operating their own B2C gaming websites. Entain, PLC also operates land-based retail sportsbooks throughout mainland Europe and the United Kingdom following its March 28, 2018 acquisition of Ladbrokes Coral Group, PLC. (“Ladbrokes”).

Initially incorporated as Gaming VC Holdings, S.A. in the Grand Duchy of Luxemburg, Entain, PLC is headquartered at 1 New Change in London, United Kingdom. The company and its subsidiaries have additional offices in various countries. Entain, PLC is publicly traded on the London Stock Exchange under the ticker symbol “ENT” and is a

¹ Entain, PLC is also the 100% ultimate owner of bwin.party Entertainment NJ, LLC (CSI #369-50/VID #86465)(“bwin NJ”), which previously held its own CSIE license. bwin.party Entertainment NJ, LLC relinquished its New Jersey contracts in anticipation of a planned restructuring and was removed from the Active Vendors List on January 19, 2022 at the request of the company.

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member of the Financial Times Stock Exchange (“FTSE”) 100 index, denoting that it is one of the 100 largest companies listed on the London Stock Exchange in terms of market capitalization. According to its 2021 Annual Report,² the company is authorized to issue one class of 773,000,000 ordinary shares, at a par value of €0.01 per share. As of March 31, 2022, Entain, PLC had 585,030,532 shares issued and outstanding, each of which carries the right to one vote at the annual general meeting or any extraordinary general meeting of shareholders. Entain, PLC operates on a fiscal year ending December 31st.

Entain, PLC operates through four separate business segments: 1) online and mobile wagering; 2) retail sports wagering in the United Kingdom; 3) retail sports wagering in mainland Europe; and 4) revenue from all other sources. Its largest business segment is online and mobile wagering, which accounts for more than half of the company’s gross revenue. Its second largest business segment is retail sports wagering shops within the United Kingdom, which accounts for an additional third of its revenue. The remainder of its revenue is derived from betting shops located in Italy, Belgium, the Republic of Ireland, and Spain, and other sources, such as telephone wagering, an exchange wagering platform, an online securities trading platform, and rent from former betting shops still owned by Entain, PLC.

MGM Resorts International

MGM Resorts is a global hospitality company that operates casino, hotel, and entertainment resorts across the United States and in Macau, with a gross revenue of \$5.16 billion during the calendar year 2020. It is a Delaware corporation incorporated in 1986 that acts largely as a holding company. It is also the parent company and ultimate 100% owner of the Marina District Development Company, LLC (Casino #56-00)(“MDDC”), a casino licensee that operates Borgata. Accordingly, MGM Resorts was found qualified as a holding company of Borgata (Casino #50-00) in conjunction with MDDC’s initial casino licensure on June 22, 2005.

Other properties ultimately owned and operated by MGM Resorts include the Bellagio, MGM Grand Las Vegas, Mandalay Bay, The Mirage, Luxor, New York-New York, Excalibur, and Park MGM, all of which are located on the “Las Vegas Strip” in Nevada. Elsewhere in the United States, MGM Resorts operates the MGM Grand Detroit (Michigan), Beau Rivage (Mississippi); Gold Strike Tunica (Mississippi), MGM National Harbor (Maryland), MGM Springfield (Massachusetts), Empire City in Yonkers, New York, and MGM Northfield Park (Ohio). Internationally, MGM Resorts owns approximately 56% of MGM China Holdings, Ltd., which owns and operates the MGM Macau and MGM Cotai casino resorts. Despite its large scale casino operations, over half of the net revenue from

² This is the most recent Annual Report available at the time of this writing.

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MGM Resorts' domestic properties is typically derived from non-gaming operations, such as hotel, food and beverage, entertainment, and other non-gaming amenities.

MGM Resorts is publicly traded on the New York Stock Exchange under the ticker symbol "MGM." It is authorized to issue 1,000,000,000 shares of common stock at a par value of \$0.01 per share. As of July 31, 2021, MGM Resorts has issued 494,317,865 shares with 469,728,258 shares outstanding.

THE JOINT VENTURE

To create the joint venture, the parties entered into a series of operational agreements on July 30, 2018, including the [REDACTED]

[REDACTED]

BetMGM, LLC also entered into a series of agreements between [REDACTED]

[REDACTED]

. Additionally,

Pursuant to these agreements, each joint partner committed to capital contributions of [REDACTED]

Additionally, each joint partner also provided BetMGM, LLC with the [REDACTED]

[REDACTED]

MGM Resorts agreed to provide BetMGM, LLC with the [REDACTED]

[REDACTED]

³ As of September 30, 2021, the joint partners [REDACTED]

[REDACTED]

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MGM Resorts also granted BetMGM, LLC [REDACTED] MGM Resorts also agreed that the [REDACTED]. MGM Resorts is responsible for managing the physical locations of the retail sportsbooks, however, operations, such as odds setting and risk management, are now handled by BetMGM, LLC.

Entain, PLC provided BetMGM, LLC with an exclusive license in the United States to use its platform technology and to provide certain custom developments and updates as requested by BetMGM, LLC. This includes the software, hardware, and infrastructure of the online gaming platform licensed by bwin USA for real money online poker and casino games. It also includes Stadium Technology's PrimeLine Enterprise edition race and sports book management software ("PrimeLine"). As stated previously, Stadium Technology is a third party B2B risk management software solutions and gaming hardware provider. PrimeLine is Stadium Technology's back-end race and sports book point-of-sale management platform. PrimeLine features a user interface on both proprietary terminals and personal computers, allowing operators to customize their ticket writing stations. PrimeLine also provides customers with a comprehensive suite of searchable analytics and accounting reports. Additionally, Stadium Technology offers self-service race and sports betting kiosks that allow cash, voucher, and account-based wagering. More specifically, Stadium Technology provides odds setting, trading, risk management, and data to MGM Resorts' licensed retail sportsbooks, while MGM Resorts will continue to provide the staff.

CORPORATE INFORMATION AND LICENSING HISTORY

BetMGM, LLC was incorporated as a limited liability company in the State of Delaware on July 25, 2018 under the name Gameday Interactive, LLC. At the time it filed its Certificate of Formation, MGM Sports & Interactive Gaming, LLC (#487-50-000-002)("MGM SIG"), discussed *infra*, was its sole member and 100% owner.

Thereafter, the legal entity that became BetMGM, LLC underwent a series of name changes. Beginning on July 30, 2018, Gameday Interactive, LLC first amended its Certificate of Formation to officially change its name to MGM GVC Interactive, LLC ("MGI"). In addition to the name change, GVC Holdings (USA), Inc. (#487-50-000-001)("GVC USA"), discussed *infra*, received a 50% ownership interest. On November 21, 2018, MGI officially changed its name again to ROAR Digital, LLC. On August 3, 2020, ROAR Digital, LLC officially changed its name again to BetMGM, LLC.

Presently, [REDACTED]. As a limited liability company, BetMGM, LLC does not have a share register, and [REDACTED].

David Rebuck, Director
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As an internet wagering and retail sportsbook operator, BetMGM maintains licenses, registrations, or approvals from the Pennsylvania Gaming Control Board, Mississippi Gaming Commission, West Virginia Lottery Commission, Grand Ronde Gaming Commission (Oregon), Nevada Gaming Control Board, Colorado Division of Gaming, Tennessee Education Lottery Corporation, Iowa Gaming & Racing Commission, Virginia Lottery, Arizona Department of Gaming, Gila River Gaming Commission (Arizona), Maryland Lottery & Gaming Control Commission, Puyallup Tribal Gaming Regulatory Office (Washington), South Dakota Gaming Commission, and the Washington State Gaming Commission. Additionally, it maintains temporary authorizations to operate pending licensure issued by the Navajo Nation Gaming Regulatory Office (Arizona), Indiana Gaming Commission, Michigan Gaming Control Board, Illinois Gaming Board, the District of Columbia Lottery, and the Ontario Alcohol & Gaming Commission. Inquiries with these gaming jurisdictions, law enforcement, and other agencies failed to produce any disqualifying information.

NEW JERSEY BUSINESS

BetMGM, LLC itself has been transacting business with the New Jersey gaming industry since receiving a transactional waiver (PRN 0711901) on May 24, 2019 to transact gaming related business with Borgata, bwin USA, bwin NJ, and Stadium Technology. Pursuant to the [REDACTED]

[REDACTED]. PRN 0711901 has been renewed continuously since that time with its most recent renewal occurring on November 22, 2021 (PRN 3192105).

In order to provide Borgata with internet casino, sports book, and retail sports book services, BetMGM, LLC is integrated with several other CSIE applicants or licensees, including [REDACTED]

[REDACTED] For the calendar year ending December 31, 2019, BetMGM, LLC transacted \$ [REDACTED] in business with Borgata. For the calendar year ending December 31,

David Rebuck, Director
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2020, BetMGM, LLC transacted \$ [REDACTED] in business with Borgata. For the calendar year ending December 31, 2021, BetMGM, LLC transacted \$ [REDACTED] in business with Borgata. BetMGM, LLC has transacted \$ [REDACTED] in business with Borgata this year-to-date, as of March 31, 2022.

ENTITY QUALIFIERS

Entities within both the Entain, PLC and MGM Resorts’ group structures have a long history of licensure with the Division. These include Entain, PLC, bwin USA, and Stadium Technology, which actively hold CSIE licenses. Similarly, MGM Resorts and IAC/InterActiveCorp. are qualified holding companies of MDDC, which holds an active casino license in connection with its operation of Borgata. The prior licensure of these entities also required the investigation and licensure of numerous entity qualifiers within both group structures. Due to the extensive licensure history of both the Entain, PLC and MGM Resorts’ organizations, the Division did not require certain holding companies to file BED forms in connection with the instant application. However, the following entities which are direct owners of BetMGM, LLC were identified as qualifiers of the applicant:

NAME	POSITION
GVC Holdings (USA), Inc. (#487-50-000-001)	[REDACTED]
MGM Sports & Interactive Gaming, LLC (#487-50-000-002)	[REDACTED]

In conjunction with the instant application, the Division investigated the qualifications of the above listed entity qualifiers and its investigation failed to reveal any derogatory information.

Additionally, the following entities, which were previously qualified as part of the Entain, PLC and Borgata license applications, were also designated as entity qualifiers of BetMGM, LLC and their prior qualifications have been cross-referenced to this application:

NAME	POSITION
Entain, PLC (#487-50-000-005)	[REDACTED]
MGM Resorts International (#487-50-000-006)	[REDACTED]

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Entain Holdings UK, Ltd. (#487-50-000-004)	[REDACTED]
IAC/InterActiveCorp (#487-50-000-003)	[REDACTED]

The Division finds that the above-listed entities meet the criteria set forth at *N.J.S.A. 5:12-92b*, incorporating by reference *N.J.S.A. 5:12-89b(1)* and (2), and therefore should be found qualified. The findings of the Division's investigation into GVC USA and MGM SIG are discussed below:

GVC Holdings (USA), Inc.

[REDACTED] GVC USA does not have any employees, nor does it have any day-to-day business operations, apart from providing pass-through services to the applicant on behalf of Entain, PLC, such as monetary contributions, platform and trademark licensing, and software support.

GVC USA is [REDACTED] by Entain UK, which is [REDACTED] by Entain, PLC. GVC USA was incorporated in the State of Delaware on July 19, 2018. Upon formation, GVC USA [REDACTED] Entain UK.

The Division reviewed GVC USA's tax returns, bank statements, share register, company minutes, financial statements, and other related data for the period from its incorporation through December 31, 2019. The company operates on a fiscal year ending December 31st. GVC USA reports its income on Form 1120 - U.S. Corporation Income Tax Return. The Division's review of GVC USA's 2018 and 2019 federal income tax returns did not reveal any disqualifying information. GVC USA maintains an operating account with [REDACTED]. The Division's review of select transactions processed through this account did not reveal any unusual, illegal, or questionable items. Accordingly, the Division's review of the financial information received from this qualifying entity did not disclose any disqualifying information.

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MGM Sports & Interactive Gaming, LLC

[REDACTED] MGM SIG does not have any employees, nor does it have any day-to-day business operations, apart from providing pass-through services to the applicant on behalf of MGM Resorts, such as monetary contributions, licensing trademarks, and software support.

MGM SIG was incorporated as a limited liability company in the State of Delaware on July 20, 2018. [REDACTED]

[REDACTED] MGM SIG is headquartered at 6385 South Rainbow Blvd., Suite #500 in Las Vegas, Nevada. This location is the office of MGM Growth Properties, LLC, [REDACTED]. Although this address is a physical office, MGM SIG is a non-operating entity and therefore only uses this address for clerical functions and mailing purposes.

The Division conducted a review of MGM SIG's financial ledgers and other related data from July 20, 2018, which was the date of its formation, through December 31, 2019. The company operates on a fiscal year ending December 31st. MGM SIG does not file its own tax returns. Instead, its income is reported on the consolidated tax returns of MGM Resorts, following the "equity method of accounting" to record the profits earned through its investment in the joint venture. Similarly, MGM SIG does not hold any bank accounts. Any funds needed are drawn on a bank account held by MGM Resorts. Intra-company investments within the MGM Resorts group are recorded as "equity" in journal entries. Accordingly, the Division's review of the remaining financial information received from this qualifying entity did not disclose any disqualifying information.

INDIVIDUAL QUALIFIERS

In connection with these license applications, the following individuals have been identified as qualifiers of BetMGM, LLC:

Name	Positions Held	Qualifier #
Matthew T. Prevost	Chief Revenue Officer - BetMGM, LLC	487-50-002

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William J. Hornbuckle, IV*	President - MGM Sports & Interactive Gaming, LLC / Director, Chief Executive Officer, & President - MGM Resorts International	487-50-005
Corey I. Sanders*	Manager & Chief Operating Officer - MGM Sports & Interactive Gaming, LLC / Chief Operating Officer - MGM Resorts International	487-50-006
Barry Diller*	Director - MGM Resorts International / Chairman and Controlling Shareholder - IAC/InterActiveCorp.	487-50-032
Joseph Levin*	Director - MGM Resorts International / Chief Executive Officer - IAC/InterActiveCorp.	487-50-033
Adam B. Greenblatt*	Chief Executive Officer - BetMGM, LLC	487-50-007 470-50-002
Andrew G. Hagopian III	Chief Legal Officer - BetMGM, LLC	487-50-011
Kevin A. C. Allan	Chief Architect - BetMGM, LLC	487-50-012
Patrick J. Madamba, Jr.*	Senior Vice President & Legal Counsel - MGM Resorts International	487-50-011
Stephen L. Martino*	Senior Vice President & Chief Compliance Officer - MGM Resorts International	487-50-009

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John M. McManus*	Secretary - MGM Sports & Interactive Gaming, LLC / Executive VP, General Counsel, & Secretary - MGM Resorts International	487-50-014
Robert G. Hoskin*	Board of Managers - BetMGM, LLC / Director, President, & Secretary GVC Holdings (USA) Inc. / Director Entain Holdings UK, Ltd. / Director & Chief - Governance Officer - Entain, PLC	487-50-015 433-50-013 470-50-013 370-50-003 369-50-003
Paul J. Salem*	Chairman of the Board of Directors & Audit Committee Member - MGM Resorts International	487-50-034
Gary A. Deutsch	Chief Financial Officer - BetMGM, LLC	487-50-018
Jason L. Scott	VP of Trading - BetMGM, LLC	487-50-019
Mary Christine Jammet*	Director (Audit Committee Member) - MGM Resorts International	487-50-035
Keith A. Meister*	Board of Managers - BetMGM, LLC / Director (Audit Committee Member) - MGM Resorts International	487-50-023
Gregory M. Spierkel*	Director & Audit Committee Chair - MGM Resorts International	487-50-036
Gary M. Fritz	Board of Managers - BetMGM, LLC	487-50-025

David Rebeck, Director
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Samira Mouhayar+	Director of Customer Operations - BetMGM, LLC	487-50-029
Jonathan Halkyard*	CFO & Treasurer - MGM Sports & Interactive Gaming, LLC / MGM Resorts International	487-50-028
Tilak Mandadi+	Board of Managers - BetMGM, LLC / Chief Strategy, Innovation & Technology Officer - MGM Resorts International	487-50-029
Robert M. Wood*	Board of Managers - BetMGM, LLC / Director Entain Holdings UK, Ltd. / CFO, Director & Deputy CEO - Entain, PLC	487-50-030 433-50-019 470-50-018 370-50-039 369-50-047
Jette Nygaard-Andersen+	Board of Managers - BetMGM, LLC / CEO Entain, PLC	487-50-031 433-50-021

The individuals listed in the table above have been designated as qualifiers in light of the positions held with the applicant and/or its entity qualifiers. It should be noted that individuals denoted with an asterisk have previously been found qualified due to the positions they hold with Entain, PLC, MGM Resorts, or their subsidiaries. Accordingly, their qualification is being cross-referenced as part of BetMGM, LLC's initial application for CSIE licensure and they were not required to file Personal History Disclosure ("PHD") forms in conjunction with this application. Two individuals, denoted with a "+," are pendent qualifiers of their respective organizations and will be reported on separately.

The Division investigated the qualifications of the remaining individual qualifiers listed in the above table and its investigation failed to reveal any derogatory information. The Division finds that the above-listed individuals and entities meet the criteria set forth at *N.J.S.A. 5:12-92b*, incorporating by reference *N.J.S.A. 5:12-89b(1)* and (2), and therefore should be found qualified.

David Rebeck, Director
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FINANCIAL ANALYSIS

The Division conducted a review of BetMGM, LLC's bank statements, company minutes, financial statements, tax returns, and other related data for the period beginning with its incorporation through December 31, 2020. BetMGM, LLC's gross revenue was [REDACTED]. BetMGM, LLC reports its income on Form 1065 - U.S. Return of Partnership Income. The Division's review of BetMGM, LLC's 2018 through 2020 federal and state tax returns did not disclose any derogatory information.

BetMGM, LLC maintains [REDACTED], [REDACTED] to handle player funds in each jurisdiction in which it operates. The Division's review of select transactions processed through these accounts did not reveal any unusual, illegal, or questionable items. Accordingly, the Division's review of the financial information received from BetMGM, LLC did not disclose any disqualifying information.

CONCLUSION

In sum, the Division's investigation of the applicant, as well as the entity and individual qualifiers associated with these applications, has failed to reveal information which would have an adverse impact on their suitability for licensure. It is the Division's position, therefore, that the applicant and their qualifiers have established their financial stability, integrity, and responsibility, as well as their good character, honesty, and integrity, as is required by *N.J.S.A. 5:12-89b(1)* and (2), incorporated by reference in *N.J.S.A. 5:12-92b*. Accordingly, the application filed by BetMGM, LLC seeking licensure as a casino service industry enterprise should be granted.

Thank you for your consideration of this matter.

Respectfully submitted,

Anthony V. Strangia

Anthony V. Strangia
Deputy Attorney General

David Rebeck, Director
Page 14
May 23, 2022

Distribution List:

Louis S. Rogacki, Deputy Director, Division of Gaming Enforcement
Chuck Kimmel, Deputy Attorney General, Division of Gaming Enforcement
Tracy Richardson, Deputy Attorney General, Division of Gaming Enforcement
Michael Golub, Deputy Attorney General, Division of Gaming Enforcement
Ed Schroeder, Deputy Chief of Investigations, Division of Gaming Enforcement
Patrisha LaBau, Administrator of Investigations, Division of Gaming Enforcement
Bridget Gable, Administrative Analyst, Division of Gaming Enforcement
Bridget Lombard, Administrative Analyst, Division of Gaming Enforcement
Jasmine Killimett, Administrative Analyst, Division of Gaming Enforcement
DGE Records Section – File: Vendor Nos. 90733

William J. Downey, Esq.
Brownstein Hyatt Farber Schreck, LLP
650 New Road, Suite C
Linwood, New Jersey 08221

State of New Jersey
 Division of Gaming Enforcement
 License No. 487-50
 Vendor No. 90733
 Order No. 2393

In the Matter of BetMGM, LLC, Applicant for
 Initial Licensure as a Casino Service Industry
 Enterprise

Civil Action

AMENDED ORDER

BetMGM, LLC, having filed a completed application on August 31, 2018 for initial licensure as a casino service industry enterprise, pursuant to *N.J.S.A. 5:12-92a(1)*; and the Division of Gaming Enforcement ("Division") having filed a letter report recommending that said application be granted; and the Director of the Division having considered this matter;

IT IS ORDERED that the initial application for a casino service industry enterprise license filed by BetMGM, LLC is **GRANTED**; and

IT IS FURTHER ORDERED that the following entities meet the criteria for qualification set forth at *N.J.S.A. 5:12-92b*:

NAME	POSITION
GVC Holdings (USA), Inc. (#487-50-000-001)	Owner and Joint Partner of the Applicant
MGM Sports & Interactive Gaming, LLC (#487-50-000-002)	Owner and Joint Partner of the Applicant

IT IS FURTHER ORDERED that the following entities were previously qualified as part of license applications for related entities and their prior qualifications have been cross-referenced in conjunction with this application:

NAME	POSITION
Entain, PLC (#487-50-000-005)	Owner and Joint Partner of the Applicant
MGM Resorts International (#487-50-000-006)	Owner and Joint Partner of the Applicant

Entain Holdings UK, Ltd. (#487-50-000-004)	Owner of the Applicant
IAC/InterActiveCorp (#487-50-000-003)	Owner of MGM Resorts International

IT IS FURTHER ORDERED that the following individuals meet the criteria for qualification set forth at *N.J.S.A. 5:12-92b*:

Name	Positions Held	Qualifier #
Matthew T. Prevost	Chief Revenue Officer - BetMGM, LLC	487-50-002
Andrew G. Hagopian III	Chief Legal Officer - BetMGM, LLC	487-50-011
Kevin A. C. Allan	Chief Architect - BetMGM, LLC	487-50-012
Gary A. Deutsch	Chief Financial Officer - BetMGM, LLC	487-50-018
Jason L. Scott	VP of Trading - BetMGM, LLC	487-50-019
Gary M. Fritz	Board of Managers - BetMGM, LLC	487-50-025

IT IS FURTHER ORDERED, that the following individuals have previously been found qualified due to the positions they hold with related licensees and their qualification is being cross-referenced in conjunction with this application:

Name	Positions Held	Qualifier #
William J. Hornbuckle, IV	President - MGM Sports & Interactive Gaming, LLC / Director, Chief Executive Officer, & President - MGM Resorts International	487-50-005
Corey I. Sanders	Manager & Chief Operating Officer - MGM Sports & Interactive Gaming, LLC / Chief Operating Officer - MGM Resorts International	487-50-006

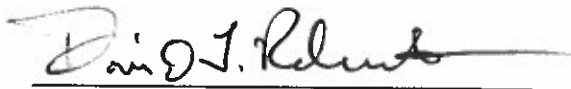
Barry Diller	Director - MGM Resorts International / Chairman and Controlling Shareholder - IAC/InterActiveCorp.	487-50-032
Joseph Levin	Director - MGM Resorts International / Chief Executive Officer - IAC/InterActiveCorp.	487-50-033
Adam B. Greenblatt	Chief Executive Officer - BetMGM, LLC	487-50-007 470-50-002
Patrick J. Madamba, Jr.	Senior Vice President & Legal Counsel - MGM Resorts International	487-50-011
Stephen L. Martino	Senior Vice President & Chief Compliance Officer - MGM Resorts International	487-50-009
John M. McManus	Secretary - MGM Sports & Interactive Gaming, LLC / Executive VP, General Counsel, & Secretary - MGM Resorts International	487-50-014
Robert G. Hoskin	Board of Managers - BetMGM, LLC / Director, President, & Secretary GVC Holdings (USA) Inc. / Director Entain Holdings UK, Ltd. / Director & Chief - Governance Officer - Entain, PLC	487-50-015 433-50-013 470-50-013 370-50-003 369-50-003
Paul J. Salem	Chairman of the Board of Directors & Audit Committee Member - MGM Resorts International	487-50-034
Mary Christine Jammet	Director (Audit Committee Member) - MGM Resorts International	487-50-035
Keith A. Meister	Board of Managers - BetMGM, LLC / Director (Audit Committee Member) - MGM Resorts International	487-50-023
Gregory M. Spierkel	Director & Audit Committee Chair - MGM Resorts International	487-50-036

Jonathan Halkyard	CFO & Treasurer - MGM Sports & Interactive Gaming, LLC / MGM Resorts International	487-50-028
Robert M. Wood	Board of Managers - BetMGM, LLC / Director Entain Holdings UK, Ltd. / CFO, Director & Deputy CEO - Entain, PLC	487-50-030 433-50-019 470-50-018 370-50-039 369-50-047

IT IS FURTHER ORDERED, pursuant to *N.J.S.A. 5:12-94h(1)* and *N.J.A.C. 13:69J-1.3B*, that not later than five years from the date of this Order, BetMGM, LLC and all of its qualifiers, shall have the affirmative obligation to submit such information and documentation to the Division, as required, to demonstrate that they continue to meet the requirements for licensure.

State of New Jersey
Division of Gaming Enforcement

Date: *June 1, 2022*



David L. Rebeck
Director

Distribution List:

Louis S. Rogacki, Deputy Director, Division of Gaming Enforcement
Chuck Kimmel, Deputy Attorney General, Division of Gaming Enforcement
Tracy Richardson, Deputy Attorney General, Division of Gaming Enforcement
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Jasmine Killimett, Administrative Analyst, Division of Gaming Enforcement
DGE Records Section – File: Vendor Nos. 90733

William J. Downey, Esq.
Brownstein Hyatt Farber Schreck, LLP
650 New Road, Suite C
Linwood, New Jersey 08221



Gaming Commission

One Broadway Center, P.O. Box 7500, Schenectady, New York 12301-7500
www.gaming.ny.gov

Sent via Electronic Mail to: [REDACTED]

November 8, 2021

Witek Wacinski
Vice President Strategy and Development
BetMGM, LLC
Harborside Plaza 3
210 Hudson Street, Suite 602
Jersey City, NJ 07311

Dear Mr. Wacinski,

The N.Y.S. Gaming Commission has accepted the recommendation of the Evaluation Committee established to review submissions of bidders in response to a Request For Applications for Mobile Sports Wagering Platform Providers, which advanced Sports Information Services Limited dba Kambi, and colloquially referenced as Kambi #2, and Betfair Interactive US LLC dba FanDuel Sportsbook. Accordingly, BetMGM, LLC, as part of Betfair Interactive US LLC dba FanDuel Sportsbook, has been selected to administer Mobile Sports Wagering as a Platform Provider and an Operator.

This correspondence shall be considered as the Commission-license and is conditioned upon satisfaction of all further unsatisfied requirements, and submission and approval of all regulatory requirements.

Commission staff stands ready to cooperatively work with BetMGM to ensure a prompt commencement of Mobile Sports Wagering operations in New York. Moving forward, please address questions and concerns regarding Mobile Sports Wagering implementation to Division of Gaming Manager of Sports Wagering Operations Jim Googas at [REDACTED].

Sincerely,

A handwritten signature in blue ink that reads "Kristen M. Buckley".

Kristen Buckley
Secretary

cc. Robert Williams
Thomas Anapolis
Edmund C. Burns
Jim Googas



Gaming Commission

One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

January 13, 2022

SENT VIA ELECTRONIC MAIL TO [REDACTED]

Witek Wacinski
Vice President Strategy and Development
BetMGM, LLC
Harborside Plaza 3
210 Hudson Street, Suite 602
Jersey City, NJ 07311

Dear Mr. Wacinski,

On November 8, 2021, the New York State Gaming Commission (Commission), accepted the recommendation by the Evaluation Committee for licensure of BetMGM, LLC (BetMGM) to administer Mobile Sports Wagering as a Platform Provider and an Operator and further conditionally licensed such entity. As a result of BetMGM having met all statutory and regulatory thresholds to be able to conduct Mobile Sports Wagering as a Platform Provider and Operator, the Commission hereby removes the conditional status of the license.

With the granting of full licensure, BetMGM may launch Mobile Sports Wagering on its platform as set forth herein. Based on the consensus of operators that 24 to 48 hours' notice allows for final configuration of software, integration of third-party systems onto the platform and deploying staff essential to launch, BetMGM is permitted to launch Mobile Sports Wagering no sooner than January 15, 2022 at 9:00AM Eastern Time, with only wager types that the Commission has approved. The ability for BetMGM to launch after January 15, 2022 at 9:00AM Eastern Time is solely dependent on business capacity to do so and is not dependent on further Commission action. Please provide the Commission's Division of Gaming at least six hours' notice of launch timing by sending an email to [REDACTED].

Sincerely,

Kristen M. Buckley
Acting Secretary to the Commission

cc. Robert Williams
Thomas Anapolis
Edmund C. Burns
Jim Googas

OHIO CASINO CONTROL COMMISSION

RESOLUTION 2022-78

CONSIDERATION OF FIVE MOBILE MANEGEMENT SERVICES PROVIDERS AND SIX MANAGEMENT SERVICES PROVIDERS LICENSE APPLICATIONS

WHEREAS, Article XV, Section 6(C) of the Ohio Constitution created the Ohio Casino Control Commission (“Commission”);

WHEREAS, R.C. 3775.02 grants the Commission jurisdiction over all persons conducting or participating in the conduct of sports gaming authorized by R.C. Chapters 3770, 3772, and 3775;

WHEREAS, R.C. 3775.03 prohibits any person from operating, conducting or assisting in operating or conducting sports gaming without first being licensed by the Commission;

WHEREAS, R.C. 3775.02, 3775.03, 3775.041, 3775.05, 3775.051, and 3775.09, as well as Ohio Adm.Code 3775-4-01, 3775-4-05, and 3775-4-06 describe the requirements for persons seeking a mobile management services provider or management services provider license, as applicable, and the criteria the Commission uses when evaluating those applicants for licensure;

WHEREAS, R.C. 3775.03 and Ohio Adm.Code 3775-4-01 only permits the Commission to grant a mobile management services provider or management services provider license to an applicant once it has determined that each person in control of the applicant has met the qualifications of licensure;

WHEREAS, those entities listed in Exhibit A submitted a Mobile Management Services Provider or Management Services Provider License Application (“Application”), as applicable, and paid the nonrefundable application fee in compliance with the requirements under R.C. Chapter 3775 and the rules adopted thereunder;

WHEREAS, those entities listed in Exhibit A and their Persons in Control, submitted the information and documentation required of such individuals or entities;

WHEREAS, the Commission’s Division of Licensing and Investigations (“Division”) reviewed the Applications and other materials and information and conducted a thorough investigation of those entities listed in Exhibit A;

WHEREAS, the Division has filed investigative reports for those entities listed in Exhibit A (“Reports”);

WHEREAS, the Reports conclude that the Division’s investigations did not uncover any material derogatory information that would render the entities or their Persons in Control not suitable or not qualified and that those entities are eligible for licensure;

WHEREAS, based on the above, the Division recommends that the Commission grant

mobile management services provider or management services provider licenses, as applicable, and as described in Exhibit A, to those entities;

WHEREAS, the Commission has reviewed the Reports and considered this matter at its public meeting held on November 2, 2022.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the entities listed in Exhibit A are **SUITABLE** and **ELIGIBLE** for licensure.

BE IT FURTHER RESOLVED that the Applications are **APPROVED** and that the licenses listed in Exhibit A are **GRANTED** for a period of 5 years, effective upon the designated Universal Start Date of January 1, 2023, subject to continued compliance with R.C. Chapter 3775 and the rules adopted thereunder and the following conditions:

- (A) These entities must ensure the payment of all fees required by the Commission, including the first installment of the nonrefundable license fees outlined in R.C. 3775.05 or 3775.051 and required by Ohio Adm.Code 3775-4-05 or 3775-4-06, as applicable, by December 1, 2022, with each subsequent installment fee paid by the anniversary date of the effective date of the license;
- (B) These entities must ensure a surety bond is posted as required by and in the amount required by Ohio Adm.Code 3775-4-05 or 3775-4-06, as applicable, by December 1, 2022;
- (C) These entities must provide a complete and executed contract with their application-specified sports gaming proprietor partner that meets the requirements in R.C. 3775.05 or 3775.051 and Ohio Adm.Code 3775-4-05 or 3775-4-06, as applicable, by December 1, 2022;
- (D) These entities must provide to the Commission final and approved versions of the regulatory compliance documents referenced in Question 5 of the Application at least sixty calendar days before launching any applicable type of sports gaming and prepare all equipment or systems for Commission verification, as described in that Question, at least thirty calendar days before launching the applicable type of sports gaming;
- (E) These entities' current Persons in Control must obtain provisional or plenary key sports gaming licenses prior to January 1, 2023; and
- (F) The failure to comply with conditions (A), (B), (C), (D), or (E) of this paragraph within the specified time periods, unless extended by the Commission's Executive Director, will render these application approvals null and void.

BE IT FURTHER RESOLVED that Resolution 2022-78 does not in any way affect, negate, or otherwise absolve any entity or its Persons in Control from their duties to update information in accordance with R.C. 3775.03 and Ohio Adm.Code 3772-4-

01.

BE IT FURTHER RESOLVED that Resolution 2022-78 does not restrict or limit the Commission's future exercise of authority and discretion with respect to imposing additional conditions or taking further action upon any entity or its Persons in Control under R.C. Chapter 3775 and the rules adopted thereunder.

Adopted: November 2, 2022

Exhibit A

1. BetMGM, LLC – One Mobile Management Services Provider License; Three Management Services Provider Licenses.
2. Crown Ohio Gaming, LLC (DraftKings) – One Mobile Management Services Provider License.
3. Seminole Hard Rock Digital, LLC – One Mobile Management Services Provider License; One Management Services Provider License.
4. Tipico Ohio, LLC – One Mobile Management Services Provider License; One Management Services Provider License.
5. RSI OH, LLC (BetRivers) – One Mobile Management Services Provider License; One Management Services Provider License.

Commonwealth of Pennsylvania



Pennsylvania Gaming Control Board

This license expires on October 27, 2025

License No. 115293-1

BetMGM, LLC d/b/a ROAR DIGITAL, LLC

On the 28th day of October 2020, having established the qualifications set forth in the Pennsylvania Race Horse Development and Gaming Act, as amended, and the regulations of this Board, the above-named party is hereby approved for an

INTERACTIVE GAMING OPERATOR LICENSE

and is authorized by the Pennsylvania Gaming Control Board to operate interactive gaming or an interactive gaming system, through the provision of an interactive gaming platform, on behalf of an interactive gaming certificate holder for use in this Commonwealth for gaming purposes as established by the Act.

WITNESS THE SIGNATURES AND SEAL OF THE PENNSYLVANIA GAMING CONTROL BOARD

ATTEST:



PENNSYLVANIA GAMING CONTROL BOARD

David M. Barasch

David M. Barasch
Chairman

Sean Logan

Sean Logan
Commissioner

Merritt C. Reitzel

Merritt C. Reitzel
Commissioner

Denise J. Smyler

Denise J. Smyler
Commissioner

Obra S. Kernodle, IV

Obra S. Kernodle, IV
Commissioner

T. Mark Mustio

T. Mark Mustio
Commissioner

Dante Santoni, Jr.

Dante Santoni, Jr.
Commissioner

Susan Hensel

Susan Hensel
Director, Bureau of Licensing

A license issued by the Pennsylvania Gaming Control Board is a grant of a revocable privilege to conduct business in this Commonwealth and is not transferable.

Commonwealth of Pennsylvania



Pennsylvania Gaming Control Board

This license expires on October 27, 2025

License No. 115293-2

BetMGM, LLC d/b/a ROAR DIGITAL, LLC

On the 28th day of October 2020, having established the qualifications set forth in the Pennsylvania Race Horse Development and Gaming Act, as amended, and the regulations of this Board, the above-named party is approved for a

SPORTS WAGERING OPERATOR LICENSE

and is authorized by the Pennsylvania Gaming Control Board to operate sports wagering, a mobile sports wagering system or an interactive sports wagering system on behalf of a sports wagering certificate holder in this Commonwealth for sports wagering purposes as established by the Act.

WITNESS THE SIGNATURES AND SEAL OF THE PENNSYLVANIA GAMING CONTROL BOARD

ATTEST:



PENNSYLVANIA GAMING CONTROL BOARD

David M. Barasch

David M. Barasch
Chairman

Sean Logan

Sean Logan
Commissioner

Merritt C. Reitzel

Merritt C. Reitzel
Commissioner

Denise J. Smyler

Denise J. Smyler
Commissioner

Obra S. Kernodle, IV

Obra S. Kernodle, IV
Commissioner

T. Mark Mustio

T. Mark Mustio
Commissioner

Dante Santoni, Jr.

Dante Santoni, Jr.
Commissioner

Susan Hensel

Susan Hensel
Director, Bureau of Licensing

A license issued by the Pennsylvania Gaming Control Board is a grant of a revocable privilege to conduct business in this Commonwealth and is not transferable.



GOVERNMENT OF PUERTO RICO
GAMING COMMISSION
Sports Betting, E-Sports and Fantasy Contests Bureau

February 4, 2022

Mr. Joshua Wyseman

Licensing Manager
BetMGM LLC
Hudson 210 Harborside Plaza 3 Suite 602
Jersey City NJ 07312

RE: BetMGM LLC (BMLCC) Sports Betting Platform provider Temporary License

Dear Mr. Wyseman:

The Sports Betting Bureau of the P.R. Gaming Commission (SBBPRGC) has completed a preliminary evaluation of the Sports Betting Service Provider license application for BetMGM LLC (BMLLC). Our preliminary review concluded that BMLLC qualifies for a Temporary Sports Betting Platform Provider License. This temporary license will be issued following Section 2.3 Temporary licensing of our current Sports Betting Regulations while the Commission completes its evaluation process. In order to receive the temporary license, BMLLC must comply with the payment of the licensing fee of fifteen thousand dollars (\$15,000.00). Once the payment is received, the SBBPRGC will emit the temporary license certificate. After the Commission completes the evaluation process, if a permanent license is issued the applicant will be notified immediately.

The payment of the license fee must be submitted within thirty (30) days of the date in this letter and payable to "Secretario de Hacienda". If a time extension is necessary, it must be requested at least ten (10) days prior to the due date. Please remember that BMLLC must abide by the Rules and Regulations set forth by the SBBPRGC. Such rules include that any changes made to the information presented in the application must be submitted within 10 days of the completion of change to the SBBPRGC. If any amendment may affect the requirements and considerations set for the licensing of BMLLC, submit a request for approval to the SBBPRGC before executing such changes.

Should there be any questions you may contact us at (787) 721-2400 x 3804, 3845 or by email at licensing@tourism.pr.gov.

Cordially,



Idalynn Ortiz Rivera
Deputy Director

C: Orlando A. Rivera Carrión, Executive Director PRGC
BMLLC File

PUYALLUP TRIBAL GAMING REGULATORY OFFICE

GAMING LICENSE # 4442231

BetMGM, LLC

Address: Harborside Plaza3, 210 Hudson Street, Suite 602 Date Issued: **October 03, 2022**

City: **Jersey City** State: **NJ** ZIP: **07311** Expires: **October 15, 2023**

Gaming Class: **III**

License Type: **Major Sports Wagering Vendor**

This license is issued pursuant to the provisions of the Puyallup Tribal Gaming Code, Section 13.04.600 and under the sovereign authority of the Puyallup Tribe of Indians.



Daryle Barnes, Assistant Executive Director
Puyallup Tribal Gaming Regulatory Office

10/3/22

Date



South Dakota Commission on Gaming GAMING LICENSE

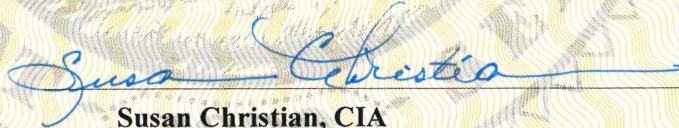
License No. 12269-SW

License Name: BETMGM, LLC

Issued: 06/22/2022

This Gaming License entitles BETMGM, LLC located
at 210 HUDSON STREET, SUITE 602, JERSEY CITY, NJ, 07311 to engage in
gaming as a(n) Sports Wagering Services Provider. This license is issued subject to the laws of South Dakota,
SDCL 42-7B and the Rules and Regulations adopted thereunder. This authorizes the holder of the
license to conduct gaming pursuant to the type of license issued by the South Dakota Commission on
Gaming. The License is non-transferable or assignable and must be conspicuously displayed in an area
visible to the public.

Expiration Date: 06/30/2023



Susan Christian, CIA

Executive Secretary

SD Commission on Gaming



TENNESSEE SPORTS GAMING OPERATOR

LICENSE

BetMGM, LLC

LICENSEE OFFICIAL NAME

Roar Digital

LICENSEE DBA

10/24/2022

EFFECTIVE DATE

10/23/2023

EXPIRATION DATE

20-10001

LICENSE NUMBER

This License is granted by the Tennessee Sports Wagering Advisory Council pursuant to the Tennessee Sports Gaming Act, §§ 4-49-101 et seq., and is granted subject to Licensee's continued compliance with the Act and Rules of the Sports Wagering Advisory Council. This License shall not be assignable or transferable except as set forth in SWAC Rule 1350-01-.14 and is only valid through the expiration period as provided above.

A handwritten signature in blue ink that reads "Mary Beth Thomas". The signature is written in a cursive style and is positioned above a horizontal red line.

Mary Beth Thomas
Executive Director

10/24/2022

DATE

THE VIRGINIA LOTTERY

This certifies that

BetMGM, LLC

has been issued sports betting permit P-#006.

Date of Issuance: January 24, 2021

Date of Expiration: January 24, 2024



Kevin Hall

Kevin Hall, Executive Director





WASHINGTON STATE

GAMBLING COMMISSION



LICENSE FOR: 10-00011

LICENSE #	TYPE	EFFECTIVE DATE	EXPIRATION DATE
81-00004	Major Sports Wagering Vendor	10/01/2022	09/30/2023
82-00011	Mid-Level Sports Wagering Vendor	10/01/2022	09/30/2023

DISPLAY AT:

BETMGM LLC

210 HUDSON STREET HARBORSIDE PLAZA 3 SUIT

JERSEY CITY NJ 07311

Director

ISSUED TO:

BETMGM LLC

210 HUDSON STREET HARBORSIDE PLAZA 3

JERSEY CITY NJ 07311

**** ATTENTION ****

See important notices on reverse side.

Our Mission

Protect the Public by Ensuring that Gambling is Legal and Honest.

WAC 230-06-065 DISPLAY COPIES OF ALL LICENSES OR HAVE THEM PRESENT ON BUSINESS PREMISES. (1) Licensees must prominently display all gambling activity licenses or permits we have issued in the gambling area of their business premises.

(2) Licensees must have these licenses and permits ready for inspection by us, other law enforcement, and the public at all times.

WAC 230-05-124 Quarterly License Fees and License Reports. All licensed organizations must submit quarterly license fees and license reports to us for each licensed gambling activity beginning with the first quarter of their license year. The quarterly license fee is due with the quarterly license report. The quarterly license reports must be in the format we require and must:

(1)

Cover the period:	Be received by us no later than:
January 1 through March 31	April 30
April 1 through June 30	July 30
July 1 through September 30	October 30
October 1 through December 31	January 30

(2) Be received online at our administrative office or postmarked no later than the dates indicated in the table in subsection (1) of this section; and

(3) Be submitted even if there is no quarterly license fee payable to us; and

(4) Be accurate; and

(5) Be completed by the highest ranking executive officer or a designee. If someone other than the licensee or an employee prepares the report, the preparer must include his or her name and business telephone number on the report; and

(6) Be submitted for any period of time the license was valid, even if there was no gambling activity or the gambling license was not renewed.



i-Gaming Management Services Provider License

BETMGM, LLC.

dba: Roar Digital

*is fully licensed under the provisions of West Virginia Code §29-22E et seq. is
therefore permitted to provide services thereunder.*

Valid from July 30, 2022 to July 30, 2023

A handwritten signature in black ink that reads "John A. Myers".

John A Myers, Director

License No. IGP 002



Sports Wagering Management Services Provider License

BetMGM, LLC
dba: Roar Digital, LLC

is fully licensed under the provisions of West Virginia Code §29-22D-1 et seq. is therefore permitted to provide services thereunder.

Valid from September 03, 2022 to September 02, 2023

A handwritten signature in black ink, appearing to read "John A. Myers", written over a horizontal line.

John A Myers, Director

License No. SWP 008

State of Wyoming

Wyoming Pari-Mutuel Commission

Governor
Mark Gordon




Executive Director
Charles E. Moore

BetMGM, LLC dba Roar Digital

Permit No. 21-001

This is to certify that BetMGM, LLC dba Roar Digital, of Jersey City, NJ, is hereby granted an Online Sports Wagering Operator permit, specifically authorized by the Commission, in accordance with Wyoming Laws and Wyoming Pari-Mutuel Commission Rules governing Online Sports Wagering, made effective September 1, 2021.

Expiration
Date: August 31, 2026


Charles E. Moore - Executive Director



BETMGM

G.4 COMPLIANCE

Provide the following information on whether the applicant or its Key Persons has ever:

- c. Held or holds a direct, indirect, or attributed interest in any business that intends to apply for a license with the Commonwealth
- d. Withdrawn a gaming license application, in any jurisdiction – *if so, please submit a detailed description of each withdrawal*
- e. Been denied a gaming-related license or finding of suitability, in any jurisdiction – *if so, submit a detailed statement describing the denial and/or related findings*
- f. Had a gaming license suspended, in any jurisdiction – *if so, include a detailed statement regarding each suspension*
- g. Had a gaming license revoked, in any jurisdiction, or has had disciplinary action initiated to revoke a license – *if so, submit a detailed description of each revocation or action initiated*
- h. Had a gaming license non-renewed or considered for non-renewal, in any jurisdiction – *if so, provide a detailed description of the circumstances*
- i. Been found unsuitable gaming license non-renewed or considered for non-renewal, in any jurisdiction – *if so, provide a detailed description of the circumstances*

BetMGM has never held an interest in any business that intends to apply for a license with the Commonwealth, nor has BetMGM withdrawn a gaming license application, been denied a gaming-related license or finding of suitability, had a gaming license suspended, had a gaming license revoked, had an action initiated to revoke a license, had a gaming license non-renewed or considered for non-renewal, or been found unsuitable, non-renewed, or considered for non-renewal in any jurisdiction.