

SUB-BINDER 2

Part 6 – Applicant Technical Proposal

PLATFORM PROVIDER APPLICANT TECHNICAL

PROPOSAL

Application of WynnBET

JOINT BID CONSORTIUM

Primary Applicant

Kambi

Applicants

CAESARS.
SPORTSBOOK **POINTS**BET

 Resorts World

RUSH STREET
INTERACTIVE **wynn**BET

New York State
Gaming Commission

Request for Applications for Mobile Sports
Wagering Platform Providers

**PART 6 – APPLICANT
TECHNICAL PROPOSAL**

***wynn*BET**
WSI US, LLC

August 2021

Table of Contents

6.1 EXPERIENCE	2
6.2 EXPERTISE	7
6.3 INTEGRITY, SUSTAINABILITY AND SAFETY.....	35
6.4 CAPACITY TO BRING AUTHORIZED SPORTS BETTORS TO PLATFORM	42
6.5 WORKFORCE DIVERSITY	43
6.6 OTHER FACTORS IMPACTING REVENUE TO THE STATE	46
6.7 REVENUE-SHARING AGREEMENTS	50
6.8 PRICING MATRIX AND ACCOMPANYING ANALYSIS	50
6.9 INTERNAL CONTROLS	51

6.1 EXPERIENCE

A. The Applicant shall provide a description of comparable mobile sports wagering platforms developed and operated by the Applicant. Multiple examples may be used to demonstrate experience, but the Applicant shall limit detailed examples to no more than the five most comparable Platform operations. The description shall include the following:

- **an overview of the wagering activity conducted through the Platforms;**
- **the jurisdictions where the Applicant operates the Platforms;**
- **current integration of the Platforms with other wagering operators;**
- **the number of accounts maintained through the Platforms;**
- **wagering volume processed annually through the Platforms; and**
- **additional information the Applicant believes relevant to demonstrate the Applicant's experience.**

B. For each Operator the Applicant proposes to host on the Applicant's Platform, the Applicant shall provide a description of Sports Wagering operated by the Operator. Multiple examples may be used to demonstrate experience, but the Applicant shall limit detailed examples to no more than the five most comparable Sports Wagering operations. The description shall include the following:

- **the jurisdictions where the Operators is licensed and operating;**
- **wagering volume of Sports Wagering;**
- **estimated market share within each jurisdiction;**
- **the Platforms currently used to accept wagers; and**
- **additional information the Applicant believes relevant to demonstrate the Operator's experience, including, without limitation, the Operator's experience in mobile sports wagering.**

6.1 A Experience

Wynn Resorts has an extensive history of operating regulated sports betting. Wynn Resorts has operated one of the Las Vegas Strip's most successful retail sports books since it opened in 2005.

Following a major renovation in 2017, the Wynn Las Vegas sports book is widely considered best-in-class, generating well over [REDACTED] in annual wagers. Wynn Las Vegas is a leading sports betting destination, generating 13% of total Strip sports betting handle despite only having [REDACTED] of room count and [REDACTED] of gaming positions. Upon completion of Wynn Interactive's anticipated public flotation in Q4 2021, WynnBET will assume operational responsibility for the Wynn Las Vegas sportsbook and rebrand such sportsbook as WynnBET, providing yet another cross amenity for our WynnBET customers. In addition, if sports betting is legalized in Massachusetts, WynnBET will likewise assume operational responsibility for that sportsbook.

After PASPA was overturned in 2018, Wynn Resorts mobilized to launch a mobile sports betting platform with nationwide potential. Wynn Resorts established Wynn Interactive and its US operating subsidiary, WSI US, LLC, the Applicant, to pursue online sports betting in the US. Wynn Interactive subsequently acquired BetBull, an experienced UK-based mobile sports betting operator, to bolster its technology, R&D, and operational know-how in launching and supporting a Wynn-branded digital sports betting product in the US. The technology WynnBET acquired via BetBull, combined with software procured under vendor contract with SG Digital, a Scientific Games company, constitute the platform that the Applicant proposes for operation in New York.

WynnBET is currently operating its platform in six US states: Colorado, Indiana, Michigan, New Jersey, Tennessee, and Virginia. Wynn Interactive also utilizes the platform to operate in the UK through its BetBull subsidiary. Across Wynn Resorts' sports betting and online casino operations, the combined businesses are run rating approximately [REDACTED] of annual Gross Gaming Revenue¹ with approximately [REDACTED] in digital gaming. Life to date, our digital business has processed nearly [REDACTED]

WynnBET's core sportsbook platform technology, including licensed technology from Scientific Games, is a globally proven and modern sportsbook that has been built upon the knowledge and experience developed over the last two decades of working with some of the world's largest and most successful sportsbook operators such as William Hill, Ladbrokes, Coral, Paddy Power, Betfair and SkyBet. At the heart of the platform is the core engine globally renowned for its ability to withstand the incredibly high bet volumes experienced by Scientific Games' partners around the world during major sporting events such as the UK Grand National, Cheltenham, the Melbourne Cup, Champions League Final, and the Super Bowl. Our platform is proven, in live operating environments, to reliably process approximately [REDACTED] per minute. Our platform experienced 100% uptime before and during the 2021 Super Bowl, the only globally scaled sports betting platform to do so. Scientific Games technology is used by over [REDACTED] in more than [REDACTED]. The technology is unsurpassed in terms of its market share of betting volumes processed in Tier 1 English speaking countries, as it is used to process approximately [REDACTED] of US bets, [REDACTED] of Canadian bets, [REDACTED] of UK bets, and [REDACTED] of Australian bets.

In direct response to RFA part 6.1.A, the five most comparable examples of market deployments where WynnBET utilizes its platform (the same as proposed for New York) to operate online and mobile sports betting are as follows:

- New Jersey

¹ Comprised of [REDACTED] of run rate digital gaming gross gaming revenue [REDACTED] in Michigan, [REDACTED] in UK, [REDACTED] in New Jersey, and [REDACTED] across other US states) and [REDACTED] of retail gross gaming revenue at Wynn Las Vegas.

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- WynnBET went live in New Jersey in late July 2020 after receiving licensing and platform certification from the New Jersey Division of Gaming Enforcement. In addition to online sports betting, WynnBET offers online casino in New Jersey. We have had over [REDACTED] and generated over [REDACTED] online casino and sports betting turnover year to date.
- Colorado
 - WynnBET went live in Colorado in late December 2020 upon receiving licensure from the Colorado Division of Gaming and BMM certification of our platform. We have registered over [REDACTED] and generated nearly [REDACTED] betting turnover year to date.
- Virginia
 - WynnBET went live in Virginia in early March 2021 after being awarded licensure in a competitive selection process by the Virginia Lottery and platform certification from GLI. We have registered over [REDACTED] and generated over [REDACTED] betting turnover year to date.
- Indiana
 - WynnBET went live in Indiana in early April 2021 upon receiving licensure from the Indiana Gaming Commission and GLI certification of our platform. We have registered over [REDACTED] and generated nearly [REDACTED] betting turnover year to date.
- Tennessee
 - WynnBET went live in Tennessee in late April 2021 after a thorough licensing application and review process with the Tennessee Lottery and platform certification from GLI. We have registered over [REDACTED] and generated nearly [REDACTED] betting turnover year to date.

Note that to explicitly adhere to our interpretation of the RFA instructions, we discuss our Michigan and UK digital gaming operations in Section 6.1.B. We utilize a slightly different technology platform in those two jurisdictions than we propose for New York and utilize in the states listed above. Accordingly, the discussion of Michigan and UK felt more appropriately characterized in the Operator portion of WynnBET's application.

WynnBET expects to launch its Platform in more US states before the end to 2021, including Arizona and Iowa. WynnBET has also signed deals securing market access, subject to legalization and/or licensing, in Illinois, Ohio, Massachusetts, Missouri, Louisiana, Pennsylvania, and Texas. We have ongoing efforts to secure market access in jurisdictions where a business deal with a local constituent is required or where there is an open application process (e.g., Maryland).

The online sports betting market in the US is in its early stages and WynnBET is at the beginning stages of executing its growth plan. Most of our US state launches occurred after the NFL's 2020-2021 season ended. Our team took advantage of the seasonal lull in betting markets to introduce product enhancements and build operational capabilities in preparation for a large-scale marketing campaign set to coincide with the NFL's 2021-2022 season. Aside from our online casino business in Michigan, where we have maintained [REDACTED] market share every month since launch, we have not yet marketed WynnBET to any material degree. [REDACTED]

[REDACTED] Our recently announced de-SPAC transaction capitalizes WynnBET with ~\$640 million in new funding that we intend to focus towards building our sports

betting market share across our US markets, including New York. This is in addition to \$4 billion of liquidity held by Wynn Resorts globally. [REDACTED]

6.1 B Experience

The Applicant is both Platform Provider and Operator. Accordingly, the information provided in Section 6.1.A is applicable in response to Section 6.1.B.

As noted in our response to 6.1.A, we elected to discuss our Michigan and UK digital gaming operations in Section 6.1.B to explicitly adhere to our interpretation of the RFA instructions. We utilize a slightly different technology platform in Michigan and the UK than we propose for New York and use in other US states. WynnBET arrived at this circumstance in Michigan due to conditions of our market access agreement and in the UK due to the legacy nature of BetBull's business. Accordingly, the discussion of Michigan and the UK felt more appropriately characterized in the Operator portion of WynnBET's application.

Our WynnBET offering has strongly resonated with the Michigan consumer, consistently delivering [REDACTED] market share each month since our January launch. We are run rating an annualized [REDACTED] of gross gaming revenue and over [REDACTED] of turnover in the state and have welcomed nearly [REDACTED] to WynnBET. Our success has primarily been driven by the strength of our brand as we have yet to launch our broad-based marketing push or really leverage our database. Launching on day one of market opening helped put us on even footing with the competition in contrast to other state launches. In Michigan, premium land-based players such as Wynn have outperformed the digital pure-plays, highlighting the importance of having a physical presence, particularly in Las Vegas.

Digital gaming is a marketing intensive business with the expenditure front-end loaded in the customer life cycle. WynnBET has a robust multi-channel marketing strategy in place to engage the entire customer acquisition funnel. To date, our customer acquisition has largely been focused on performance marketing through SEM and social media channels. Despite our deliberately narrow focus, we have delivered encouraging results in Michigan. This supports our confidence in WynnBET's ability to achieve target market share as an Operator given our Michigan results have come prior to the large-scale marketing campaign and product enhancements we have planned for the NFL 2021-2022 season.

Wynn Interactive also operates in the UK online sports betting and casino market under the brand, BetBull. Since 2016, BetBull has scaled into a very competitive market on the back of unique features and unique market position. After setbacks in 2020 due to Covid-related sport cancellations, BetBull rebounded to deliver [REDACTED] of gross gaming revenues on [REDACTED] of turnover over the last 12 months. Fueled with new growth capital from our de-SPAC transaction, we anticipate BetBull will deliver [REDACTED].

BetBull's operations prove that a great user experience characterized by social features and gamification drives superior unit economics. Our BetBull users are highly engaged with our product and value the social features, highlighted by parlay bets, which comprise [REDACTED] of our bets and [REDACTED] of our gross gaming revenues. This is important because parlay bets have approximately [REDACTED] higher hold rates than single bets. Despite the higher hold rate, which

means we are retaining a higher percentage of their bets, the social and gamification features drive unforgettable experiences and leads to [REDACTED], and significantly higher [REDACTED] for users that make a social bet.

BetBull's unique product, proven in the UK, provide us confidence that WynnBET, in adopting the best of BetBull's features, will generate meaningful retention and lifetime value premiums in a highly competitive US market.

The online sports betting market in the US is in its early stages and WynnBET is at the beginning stages of executing its growth plan. Most of our US state launches occurred after the NFL's 2020-2021 season ended. Our team took advantage of the seasonal lull in betting markets to introduce product enhancements and build operational capabilities in preparation for a large-scale marketing campaign set to coincide with the NFL's 2021-2022 season. Aside from our online casino business in Michigan, where we have maintained [REDACTED] market share every month since launch, we have not yet marketed WynnBET to any material degree. [REDACTED]

[REDACTED] Our recently announced de-SPAC transaction capitalizes WynnBET with ~\$640 million in new funding that we intend to focus towards building our sports betting market share across our US markets, including New York. This is in addition to \$4 billion of liquidity held by Wynn Resorts globally. [REDACTED]

As both Platform Provider and Operator, WynnBET expects to generate a relatively higher market share in New York under our consortium's Preferred Scenario due to the underlying assumption of our five proposed Operators as prescribed by the RFA instructions. More detail on WynnBET's market share estimates for New York are provided in Section 6.8.

We have valuable experience in in forming meaningful partnerships, including with Indian Tribes, that benefit the local communities and the states in which those partners reside. In the context of sports betting in New York State, as part of our bid to operate mobile sports betting in the State of New York, Wynn and our consortium partner, Caesars, maintain a robust revenue sharing arrangement with the Oneida Indian Nation (see Section 6.7). In connection with a successful bid by our consortium, both the Oneida Indian Nation and the Saint Regis Mohawk Tribe have agreed to waive certain rights aimed at enhancing the overall revenue opportunity for the State's licensed sports wagering platforms. A detailed discussion of these waivers is included in 6.6 and the quantitative impact on the market is estimated in 6.8. We believe it is important to note to the Commission that the applicability of our historical experience in mobile sports wagering to the State of New York, and thus our corresponding market share and tax revenue assumptions presume that our access to State residents is unhindered by the Oneida Exclusivity Zone and that we will not compete with Oneida operating, on a tax-free basis, under the Oneida MFN.

In addition to the Revenue Sharing Agreement set forth in Section 6.7, Caesars and Wynn have entered into certain marketing arrangements with Oneida that will further support the Tribe's operations and community. These marketing arrangements will take effect as long as Oneida is not operating a competing sports betting operation under the Tribe's MFN.

6.2 EXPERTISE

A. The Applicant shall provide a summary narrative, not to exceed two pages, highlighting the Applicant's expertise in mobile sports wagering and how the Applicant's expertise is applicable to this RFA. In addition to the summary, each Applicant shall provide:

- **an overview of the technical features and operation of the Mobile Sports Wagering Platform;**
- **an overview of how the Applicant will provide continual support and maintenance of the Mobile Sports Wagering Platform;**
- **an outline of the features of the Mobile Sports Wagering Platform designed to support the Operators;**
- **an outline of any technology to be used or features offered that the Applicant believes sets the Applicant apart from other potential Applicants; and**
- **additional information the Applicant believes relevant to demonstrate the Applicant's expertise.**

B. The Applicant shall provide a summary narrative, not to exceed two pages per proposed Operator, highlighting the expertise in sports wagering that such proposed Operator demonstrates. In addition to the summary, each Applicant shall provide:

- **an overview of the integration between the Applicant's Platform and the Operator's wagering system;**
- **an outline of the features offered or used by the Operator that the Applicant believes sets it apart from other potential Applicants;**
- **a sample wagering menu the Operator intends to offer if such wagers are approved by the Commission;**
- **an illustration of the proposed Operator's ability to rapidly effectuate the commencement of mobile sports wagering on the Applicant's Platform; and**
- **additional information the Applicant believes relevant to demonstrate the Operator's expertise, including, without limitation, experience in the field of mobile sports wagering.**

6.2 A Expertise

Please find the Summary on Behalf of All Platform Provider Applicants on the next page.

Section 6.2.A – Summary on Behalf of All Platform Provider Applicants

Our Platform Provider Applicants are experts in online and mobile sports wagering. Collectively, our Platforms have over 40 live deployments in regulated U.S. jurisdictions. Our Platforms are also proven globally with some of the world's largest online and mobile sports wagering operators.

Our Platform Provider submissions for 6.2.A covering the individual Applicants will provide key details on each Platform's technical and Operator support features, operation, support & maintenance capabilities, and differentiating characteristics. We are confident the Commission will conclude that our proposed set of Platforms are:

- Highly scalable, secure, and dependable
- Built to U.S. compliance standards
- Capable of supporting Operator differentiation
- Maintained and invested in by strong organizations

Highly scalable, secure, and dependable

Nothing matters more to a regulated online sports wagering operation than the scalability, security, and dependability of its Platform. Platforms must be built to reliably handle significant traffic during major sporting events such as the Super Bowl. Sports wagering Operators heavily depend on this basic function to earn revenue and retain patrons. All this must be achieved while ensuring robust protection of sensitive patron information. In addition, our platforms are designed for day one market launches, quickly transferring players from the illegal market to the legalized one. All our Applicants have proven their ability to deploy quickly and operate to very high standards in live U.S. environments:

- Kambi's sports wagering platform is active in 6 continents. This global experience highlights the expertise of Kambi's operations, flexible to the consumer needs in any corner of the globe. Kambi has launched in 14 states and counting. Of those 14 states, Kambi was first to market in 10, taking either the first bet or launching on the first day of the market opening.
- Caesars' Liberty platform was specifically built to be scalable for the U.S. market. It is currently deployed in eight states, with several more expected before the end of 2021. Liberty utilizes modern, modular architecture that is API-driven, and designed to scale and adapt to the regulatory and reporting requirements of each state. It was developed to enable quick speed to market and large transaction volumes. The platform includes Caesars' pricing and trading operations, which are also fully owned.
- PointsBet is uniquely positioned as its sportsbook platform is a proprietary, managed technology across all elements, both front and back end. The platform employs a modern code base and is a proven technology in the US sports betting marketplace including across peak days in high volume transaction environments. The company's technology and development teams facilitate agile, custom, quick to market innovation, including all technical regulatory requirements.
- WynnBET's Platform technology, including licensed technology from Scientific Games, has supported the world's largest bookmakers during the world's largest betting events, including the Super Bowl and Cheltenham Festival. It is arguably the most tested betting Platform technology in the world. It has supported over 470 million account transactions and 60K bets per minute during a single major sporting event, all with 100% uptime.

Built to U.S. compliance standards

As noted above, our Platforms have collectively more than 40 live deployments in regulated U.S. jurisdictions. Our consortium has proven its ability to deliver to the demanding specifications of U.S. regulators. Our Platforms are all required to provide for robust patron verification procedures, geolocation requirements, responsible gaming standards, and high levels of security. All our Platforms have been

rigorously tested to these requirements and approved by multiple independent testing labs, including the state-run testing lab in New Jersey.

Capable of supporting Operator differentiation

All our Platforms enable an Operator to perform the basic functions of a sports wagering operation reliably and with seamless execution, including: registering and verifying a patron, funding patron accounts, accounting for patron activity, presenting a wide selection of wagering opportunities, offering bonuses and promotions, processing wagers and managing risk, and reporting for business and regulatory needs. However, our Platforms go well beyond meeting basic Operator needs. Each of our Platforms is characterized by differentiating features that position an Operator to excel in growing its market share. Below is just a sample of what each Platform Provider uniquely offers:

- Kambi is 100% focused on being a Sports Wagering Platform supplier and is therefore unique in having a strong and vast network of operators in regulated markets across the world on its platform. The success Kambi delivers is anchored in its ability to leverage its network data from a global player base, creating increased network advantages as each new partner is added and existing partners grow.
- Caesars' Liberty platform is integrated with Caesars Rewards, the largest gaming loyalty program in the country, allowing customers, win or lose, to earn Rewards Credits that be redeemed seamlessly for hotel stays, dining and other experiences at more than 50 properties across the country and for other curated experiences through Caesars' numerous sports and entertainment partners.
- PointsBet's Platform and operator experts excel in many areas but capabilities across the risk management, product innovation, content management and reporting functions are specifically notable. The competitive advantages over the long term provided by these unique Platform capabilities which support the Operators accordingly will generate compound returns to the state.
- WynnBET's Platform supports innovative social interaction features and integrates Wynn Rewards, an omni-channel loyalty and bonusing program that will provide New York residents with unmatched access to Wynn's 5-star destination resorts.

Maintained and invested in by strong organizations

The Commission is making a long-term decision for the State of New York and its residents. Given the potential for a 10-year license, our Platform Applicants are well positioned to apply their Platform expertise not just at the time of award but over the long haul. For such a commitment to matter, it needs to come from exceptionally strong organizations that are financially capable of investing R&D into improving and supporting their Platforms. Our Platform Applicants fit this profile:

- Kambi has been publicly traded on First North at Nasdaq Stockholm since 2014. Kambi generated over \$200 million in revenues over the past 12 months and has a strong liquidity position with over \$100 million of cash on balance sheet.
- Caesars, which acquired William Hill, is the nation's largest casino-entertainment operator maintaining approximately \$3.2 billion of cash and revolving borrowing capacity.
- PointsBet is publicly traded with \$501M of cash and no corporate debt which positions it to continue investing aggressively in its technology and product enhancement.
- WynnBET is majority owned and controlled by Wynn Resorts. Wynn Resorts maintains \$4 billion of liquidity globally with an additional ~\$640 million available to WynnBET upon closing its recently announced de-SPAC transaction.

We have a great deal of confidence in our Platform Applicants' expertise in online and mobile sports wagering. Our collection of proposed Platforms in aggregate is the most proven at scale in the world. We have extensive expertise in deploying our Platforms and supporting them in U.S. markets to meet the most demanding regulatory standards. We hope the Commission develops the same confidence in our collective abilities as we frame our independent Applicant profiles and responses in the remainder of section 6.2.A.

WynnBET’s Detailed Overview of the Technical Aspects of Sports Wagering Platform, Support and Maintenance, Features Designed to Support Operations, Differentiating Features, and Other

WynnBET’s proven and highly functional Sports Wagering Platform (“Platform”) offers the full range of player account management, sports book capabilities, and operator tools that an Operator needs to offer a best-in-class experience to the US sports bettor. Our Platform leads the market in dependability. Our Platform features are at parity or better than those of the other leading sports books in the US market. We feel confident that WynnBET’s scaled operations in New York will be enabled and very well supported by our underlying Platform.

Below is a simple diagram that may serve as a useful guide for WynnBET’s response in Sections 6.2.A and 6.2.B, given WynnBET is applying as both a Platform Provider and Operator. In Section 6.2.A, we will focus on the “back office” layer of our technology stack, which is comprised of the software and tools most closely associated with our interpretation of the Commission’s Platform Provider definition. In Section 6.2.B, we will describe the patron “experience” layer which is comprised of what WynnBET, as Operator, intends for the patron to see and experience in his or her interaction with the product and our communications.



Player Account

WynnBET’s player account management technology, including licensed technology from Scientific Games, is proven and highly dependable in regulated markets. In supporting some of the UK’s largest bookmakers during one of the world’s largest betting events, Cheltenham Festival, our player account management technology is arguably the most tested and reliable player account technology in the world. It has supported over 470 million account transactions during the Festival with 100% uptime.

Our discussion of WynnBET’s player account management technology will cover the primary areas of functionality including accounting, payments, geolocation, fraud monitoring, and responsible gaming/KYC.

Accurately accounting for player activity is not only central to operation in a highly regulated industry, it is also a critical aspect of enabling great customer service. Our player account software provides a user interface and APIs to retrieve full transaction histories of all funds movements into or out of an account. These are searchable and filterable, meaning a player can just view their deposits, or sports wagers, in isolation for example. From a pure data point of view, all changes to the player account are auditable, whether initiated by the player or by a back-office user. It is always possible to see who made the change, and what that change was. There is a trail of all sensitive attributes including player data, bonuses, and campaign settings as well as a record of all transactions that may be initiated by an administrator. The audit trail can be searched by administrator (user) or by time window. There is also capability to search for individual transactions.

A comprehensive offering of payment integrations with the player wallet is a fundamental aspect of player account management technology. Customer demands necessitate that a platform provider process deposit and withdrawal transactions from a wide range of payment options on a timely basis and dependably. WynnBET's Platform has integrations with a wide range of payment providers which enables the Operator to offer a broad choice of methods for patrons to deposit and withdraw their funds:

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

Additional payment integrations are regularly added to our Platform to allow even more choices for the Operator and patron. [REDACTED]

Ensuring that account transactions only occur within state boundaries is a bedrock requirement for any regulated online gaming Platform in the US. Our WynnBET Platform is fully integrated with [REDACTED] industry-leading geo-compliance software. This provides the Operator with the necessary tools to ensure a wager is only ever placed within the state boundaries as required by regulators. This geo-fencing capability is available for both mobile and desktop applications and is configured to meet every possible geo-fencing regulatory requirement of the state. A back office is also provided to the Operator enabling their operations teams to troubleshoot and support their patrons for cases where they are blocked from wagering despite being physically located in the state (e.g. may occur if a patron is not on WIFI connections and very close to state borders).

Fraud detection is also an important application of our player account technology. Our platform helps an Operator manage fraud through a series of mechanisms: checks against the provided player profile details to identify potential duplicate accounts; integrations against third party identity verification services to establish the authenticity of provided profile details; triggers at

major withdrawals (individually or over a period of time) which can flag them for manual approval; and auditing of details such as the IP address, geolocation data, and device information against all major actions to enable any investigative actions that may be warranted.

Operating in regulated US gaming since 2005, Wynn Resorts understands the importance of and is well versed in the application of responsible gaming and Know Your Customer (“KYC”) policies and procedures. Robust responsible gaming functionality and market leading KYC verification tools are built into WynnBET’s Platform capabilities. With our Platform, an Operator can offer a wide range of tools to meet every possible regulatory requirement, such as:

- Deposit Limits - A patron set limit which sets a maximum gross deposit amount in a set time period (daily, weekly, or monthly)
- Wagering Limits - A patron set limit which sets a maximum gross wagering amount in a set time period (daily, weekly, or monthly)
- Time Limits - A patron set limit which sets a maximum length of time that the patron can place a wager in a set time period (daily or weekly)
- Cool Offs - A patron activated account setting which can be set between 3 and 28 days, the patron will not be able to place any type of wager in this time period
- Self-Exclusion of Account - An irreversible patron activated account setting, which will place their account in a self-excluded state for a configurable period (e.g. 1 year, 5 years, or lifetime if required by the regulator). The patron will not be able to wager or conduct any account activity in this period, other than withdrawing any remaining balance by contacting the Customer Service team
- Regulator Self-Exclusion Program - Our Platform also integrates directly with all statewide self-exclusion programs adopted by regulated markets. This functionality allows a patron to completely self-exclude themselves from sports wagering in their state with any Operator, by taking a single action
- Auto Log Out - The Platform is fully configurable to meet any regulatory requirements for an auto log out after a period of inactivity (e.g. 15 minutes)
- Strong Authentication - Patron account security is WynnBET’s number one priority. Via our Platform, the Operator has a choice of options to meet any strong authentication requirements, such as a private 6-digit PIN for login in addition to a unique username and strong password

The Platform has direct integrations with industry leading KYC providers [REDACTED]

Betting Engine

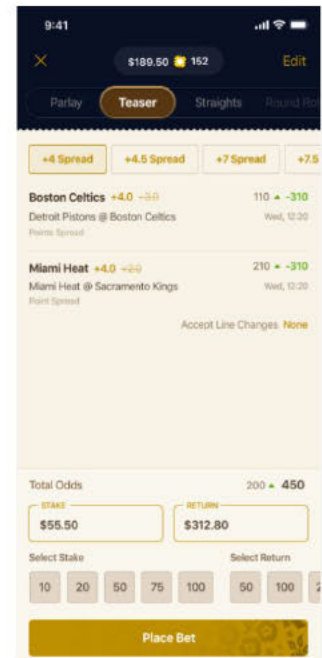
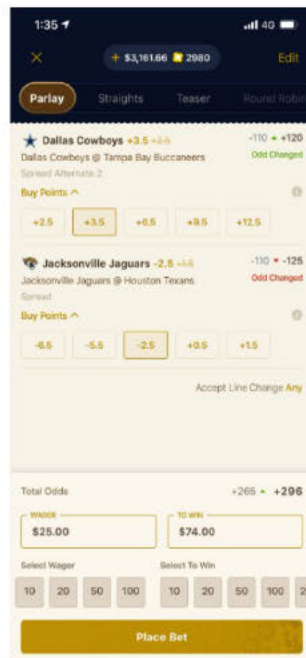
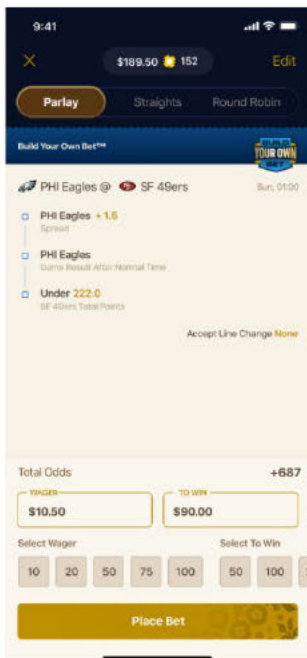
WynnBET’s core sportsbook platform technology, including licensed technology from Scientific Games, is a globally proven and modern sportsbook that has been built upon the knowledge and

experience developed over the last two decades of working with some of the world's largest and most successful sportsbook operators such as William Hill, Ladbrokes, Coral, Paddy Power, Betfair and SkyBet. At the heart of the platform is the core betting engine, globally renowned for its ability to withstand the incredibly high bet volumes experienced by Scientific Games' partners around the world during major sporting events such as the UK Grand National, Cheltenham, the Melbourne Cup, Champions League Final, and the Super Bowl. Our betting engine is proven, in live operating environments, to reliably process approximately 60,000 bets per minute. Our platform experienced 100% uptime before and during the 2021 Super Bowl, the only globally scaled sports betting platform to do so. Scientific Games technology is used by over [REDACTED] customers in more than [REDACTED]. The technology is unsurpassed in terms of its market share of betting volumes processed in Tier 1 English speaking countries, as it is used to process approximately [REDACTED] of US bets, [REDACTED] of Canadian bets, [REDACTED] of UK bets, and [REDACTED] of Australian bets.

A fundamental feature of our sportsbook technology is a market leading choice on betting options, all fully configurable by an Operator. Our wide selection of betting options is enabled by our trading teams and a range of data feed integrations we maintain with all the leading third-party data suppliers, including those that supply official league data. Offering a comprehensive list of betting options for customers is fundamental for driving patron engagement and retention.

- Operators can offer straights, parlays and round robins which are combinable from thousands of markets on any sports or competitions
- An extensive range of futures can be offered on every possible sport, such as the Super Bowl or NCAA conference winners
- Fixed odds teasers can be configured with fully flexible pay tables for each sport and/or competition. For example, a 7-point NFL Teaser can be setup to always pay out at odds of +180. This style of offering is commonly enjoyed by the US betting patron in retail betting

- Alternate lines enable the Operator to provide a highly customized [REDACTED]



- [REDACTED] For example, placing a same game parlay on the Steelers vs. Bills, Bills +3, Total Points Over 45, and Dak Prescott to throw a touchdown in the 1st Quarter could be built and placed at +1000 odds. The Operator can brand and merchandise the feature on their site as they wish. [REDACTED]
- Cash Out (a patron can choose to 'cash out' their bet early for a guaranteed return) is also available on an extensive range of markets. The Operator can choose to enable this and configure the payout algorithm as they wish
- Wagering on our Platform does not stop when the game begins. Our Platform allows the Operator to provide an extensive coverage of live betting on events and markets which are in-play

The betting content flowing through our betting engine is largely enabled by our comprehensive set of sports data feed integrations. Our Platform is integrated with [REDACTED] the market leading sports feed for US Sports. This feed provides fully priced events and markets for all Major League and College competitions directly accessible by the Operator, including NBA, NHL, and MLB Official Data through a relationship with [REDACTED], which gives Operators the flexibility to choose what betting markets to offer to patrons and when.

In addition, the WynnBET Platform is integrated with the [REDACTED], which further boosts the Operator's sports coverage, to include events such as Golf, Tennis, UFC, NASCAR, and NFL Official Data.

Our Platform has also integrated with the [REDACTED], which provides all the [REDACTED] combination pricing which the Operator uses to provide a powerful bet building experience. Bet building capability provides a patron with the ultimate flexibility in selecting combination bets and parlays across a range of markets.

Our sports data feeds also provide the Operator all the necessary sports results to settle the patrons' wagers on every event and market within minutes of the event finishing.

Lastly, our Platform also allows the Operator to create completely custom events and markets, enabling them to truly allow their patrons to bet on anything they may desire subject to regulatory approval.

Trading Interface

Our Platform provides a comprehensive set of tools and capabilities for an Operator's traders to manage their risk and exposure of their sportsbook through bet limits, stake factors, and liability assessment down to the patron level. These tools allow an Operator to closely manage risk to overall gross gaming revenue margins (as a percentage of total wagers).

- Maximum Bet limits can be set at every level of the sportsbook hierarchy: Sport, Competition, Event and Market. These can be easily updated, for example during nighttime trading hours, limits may be significantly lowered to reduce exposure to unexpected events such as player injury news
- The Operator's trading team can view all their liabilities in real-time via a trading interface tool and take risk management actions such as market suspension, price and/or line changes at the click of a button
- At patron account level, the Operator can choose to increase or decrease their individual staking factor. This can be used to lower the maximum bets of a sharp patron to reduce trading risk or even increase the maximum bets allowed by our most trusted patrons
- The platform also offers a bet intercept capability, enabling the Trading team to see patron requests for wagers which exceed the maximum bet allowed and make a decision to accept, reject, or counteroffer
- Traders have full flexibility utilizing WynnBET's trading tools to open any desired custom betting markets and adjust market pricing on all offered betting markets with ease

Marketing Tools

Robust marketing tools are of fundamental importance to an online sports betting operation. Operators compete by offering enticing promotions, bonuses, and rewards to their patrons to drive user acquisition and retention. The WynnBET Platform provides the market's most advanced tools facilitating the deployment of bonuses, promotions, and management of the enterprise's overall

customer relationship management (“CRM”) activity. The style and content of the messages and rewards are highly customizable and can be distributed to the end-user across all digital platforms. The targeting and decision tree is driven by events, triggers, and attributes which are all collected and stored where the Operator maintains a single view of customers across multiple channels including web, retail, and mobile apps. Robust CRM tools are critical for delivering the right offer or promotion to the right patron at the right time. This operating capability is important for driving player engagement and retention to the Operator’s product offering.

Bonus and Promotional Tools

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

[REDACTED]

[REDACTED]

Customer Relationship Management (CRM) Tools

[REDACTED]

Business Intelligence

WynnBET's Platform provides an infrastructure and set of tools which the Operator's operations teams use to run their sports book business. A flexible interface to the data has been architected to enhance the reporting and analytics capabilities of the Platform. The back office has reporting capabilities but since it is a production system under strict change control, it does not permit ad hoc changes or implementations. The primary operating staff utilizing the business intelligence capability is the Management, Marketing, Product, and Business Intelligence/Analytics team.

WynnBET's business intelligence Platform capabilities consist of five major parts:

1. Real time replicated data

The base for any business intelligence system is data and flexible access. Our Platform makes available full access to real time data, with full transactional detail.

2. Reporting

Having a well-functioning and active approach to automated reporting may very well be the most important part of an Operator's business intelligence strategy. High flexibility, fast turnaround and low resource requirements make the reporting capabilities of our business intelligence offering a great tool for the enterprise. Beyond business reporting, our Platform also offers a comprehensive suite of automated regulatory reporting which meets all the legal requirements in the states where WynnBET is live, most of which are based on GLI33/19 standards. These reports can be generated via FTP protocol directly to the Operator's staff, and directly to the regulator if required. This makes the extensive daily reporting required by the regulator seamless efficient for the Operator and its compliance staff.

3. Web Dashboards

The web-based business intelligence portal has built in dashboards that give quick insight into the performance of the business. Built on a responsive framework, the dashboards are also available on mobile devices.

4. Automated Alerts

Although the gambling industry is a about high volumes, statistics and probability, there are still unique events or players that can make a huge difference. Getting automated alerts about those important events can help an Operator both to retain important players and create new ones.

5. Online Analytics (OLAP)

The business intelligence product has pre-aggregated collections of data stored in OLAP cubes, which is a great source for learnings and decision-making support. With our online tools for data exploration, the Operator can quickly get answers and spot trends. Slicing and dicing the data cubes directly in a web browser without having to do exports or use 3rd party tools makes data exploration quick and easy. It is also possible to connect to the data cubes from Excel which gives a powerful and familiar interface

Platform Technical Architecture / Support and Maintenance

WynnBET's ability to develop and deploy new, innovative Platform features is greatly enhanced by our modern software architecture and development methodologies. Our architecture supports our Platform's market leading dependability and the robust functionality that Operators can use to differentiate their offering in the marketplace. Our Platform's functionality is at least at parity with or more advanced than the other leading Platforms in the US market. But we are not finished innovating and improving. We continue investing significantly in R&D to deliver an ambitious roadmap of product enhancements aimed at providing the best possible customer experience.



- a. Redundancy is a key factor for WynnBET's infrastructure design, therefore, from network equipment to the hosts, all hardware has backups that can be failed over instantly while ensuring zero data loss
- b. Application and database servers are hosted via the latest virtualization technologies for a robust and scalable infrastructure. Servers can scale up and down whenever necessary
- c. Data integrity and security are one of the main objectives for WynnBET. Databases are replicated and disaster recovery processes are designed to provide point-in-time recovery. Disaster recovery processes are tested and audited regularly. All databases work on encrypted disks
- d. WynnBET utilizes event-driven microservices architecture for the platform.
- e. Every microservice has its own domain of responsibility, like gamification, payment, or wagering. This allows the efficient usage of the infrastructure resources and scale-out specific services when needed
- f. Communication between the mobile applications and the wagering platform is encrypted via TLS protocol and protected against attacks like DDoS or MiTM
- g. WynnBET has technical teams in multiple time zones providing follow-the-sun development and maintenance support for the online and mobile sports wagering platform. Utilizing this support methodology allows for 24/7 real time response points, preventing major downtime while providing rapid incident resolution. WynnBET maintains best practice Incident Management Processes and Policies affording clarity and consistency on how to handle reported issues regarding the platform. Providing all individuals involved in the Incident Management Process with clear guidelines to ensure that all incidents are:
 - i. Properly logged
 - ii. Properly routed
 - iii. Incident status is accurately reported

- iv. Prioritization is handled appropriately, incident placed in a queue, based on priority and date reported. The queue of unresolved incidents is visible and reported
- v. Resolution within the anticipated timeframes and closed

6.2 B Expertise

Summary

WynnBET is an Applicant as a Platform Provider and as the sole Operator utilizing our Platform in New York State. In Section 6.2.B, we highlight the Operator-driven patron “experience” layer of our offering and provide a detailed discussion of our Operator expertise across key functional areas. In Section 6.2.A, by contrast, we focused on the “back office” layer of our technology stack, which is comprised of the software and tools most closely associated with our interpretation of the Commission’s Platform Provider definition

Wynn Resorts has an extensive history of operating regulated sports betting. Wynn Resorts has operated one of the Las Vegas Strip’s most successful retail sports books since it opened in 2005. Furthermore, the experience and track record of WynnBET’s online and mobile sports betting leadership team is impressive, with decades of combined digital gaming experience running some of the industry’s leading companies. Norbert Teufelberger, a WynnBET board member, essentially founded the online gaming and sports betting business in Europe as a founder of Bwin, which remains one of the world’s largest online sports betting platforms. Sadok Kohen, WynnBET board member and Chief Product Officer, has two decades experience in digital sports betting, serving as Head of Innovation at Bwin.Party Digital Entertainment prior to founding BetBull. Craig Billings, CFO of Wynn Resorts, previously built a multi-billion-dollar digital gaming business from a small foundation leads WynnBET as its CEO. Mr. Billings is a digital games marketing and retention expert who sits on the board of Applovin and was formerly Chairman of NYX Gaming Group, owner of OpenBet (now SG Digital, a Scientific Games company).

WynnBET’s expertise in operating mobile sports wagering as an Operator can best be summarized across these key areas:

- Marketing (Acquisition and Retention)

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- Product Management / Development
- Trading and Risk Management
- Customer Operations

Over the next pages, we elaborate in detail on WynnBET's capabilities in each of these key operating areas.

Detailed Operator Submission

The sections below provide detail on WynnBET's operating capabilities in four primary areas: Marketing (Acquisition & Retention), Product Management & Development, Trading & Risk Management, and Customer Operations. In addition, we provide detailed responses to the sub-bullets requested by the Commission in 6.2.B.

Marketing (Acquisition and Retention)

Our marketing team is highly skilled in acquiring patrons for real money gaming propositions and will deploy years of industry experience in capturing new sports betting customers as well as converting existing consumers. [REDACTED]

As outlined in part 5.6, our acquisition marketing team executes strategies across brand marketing, brand ambassadors, experiential marketing, team/league partnerships, media/editorial partnerships, affiliate marketing, and performance marketing. Our team is focused on optimizing our acquisition marketing mix to reduce cost-per-acquired user ("CPA") across these varied channels.

Our in-house retention marketing experts use a data-driven continuous learning process where we analyze transactional behavior of our new Patrons to model the best promotions and offers to serve them with. As outlined in 6.2.A, we achieve this by leveraging our Leanplum and Segment tools. Patrons benefit from receiving highly tailored and relevant communication and promotions and we execute this by implementing a CRM Lifecycle Management process. Wynn Rewards, WynnBET's loyalty program, is a retention focused feature embedded in our product.

Our organization not only supports retention through CRM, we also build retention focused mechanics into our products. Our retention expertise is demonstrated BetBull's operations which prove that a great user experience characterized by social features and gamification drives superior unit economics. Our BetBull users are highly engaged with our product and value the social features, highlighted by parlay bets, which comprise [REDACTED] of our gross gaming revenues. This is important because parlay bets have approximately four times higher hold rates than single bets. Despite the higher hold rate, which means we are retaining a higher percentage of their bets, the social and gamification features drive unforgettable experiences and leads [REDACTED] for users that make a social bet. BetBull's unique product, proven in the UK, provide us confidence that WynnBET, in adopting the best of BetBull's features, will generate meaningful retention and lifetime value premiums in a highly competitive US market.

Product Management/Development

Designers and developers at WynnBET have worked diligently to bring highly differentiated customer-facing features to our US online sports betting product over many years. We are growing our investment in our leading-edge product design and development team to ensure continuity, innovation, and quality.

Our product roadmap planning is focused on delighting customers and executing against our business priorities. Proper product development serves the business and supports the company's overall strategy by gaining customers' loyalty and generating revenue. We leverage customer feedback, market/customer research, and operational insights to inform our product roadmap priorities.

Our customer-facing features leading into NFL 2021-2022 are unrivaled, setting WynnBET distinctly apart from other operators. Some of our most powerful user-focused features include:

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

All these social, gamification, and loyalty features, adopted by WynnBET from BetBull's UK product, are aimed at driving superior retention and gross gaming revenue margins. We know from our operating experience in the UK that these features are effective in doing so.

Trading and Risk Management

WynnBET employs a skilled team of traders and utilizes managed trading services from Scientific Games to provide, manage, and administer the betting markets and odds offered in its online sports wagering product. Our team works 24/7 to analyze the necessary data for event creation, event management, pricing for both pre-match and in-play, and resulting. Full trading responsibility and risk management lies with in-house traders at WynnBET. All trading tasks, as well as trading strategy decisions and player risk management, are undertaken by the WynnBET team with Scientific Games' assistance. Key trading tasks mastered by our staff include:

- Event Creation, Event Pricing, Event Settlement

- Customer-level risk management (stake factors, bet limits, bet acceptance/rejection, etc.)
- Market and event level liability management
- Monitoring of exposure levels and suspicious activity

Customer Operations

Superior customer service is central to Wynn Resorts' operating philosophy given our internal standards for 5-star excellence. To achieve this, WynnBET employs a highly trained organization of customer service agents and other specialized personnel who manage other important customer operations functions including KYC, AML, and payments. Our customer operations team is located both in Jersey City and Las Vegas. Our customer operations representatives will offer customer service support to New York patrons twenty-four (24) hours a day, seven (7) days a week. We will scale our operation as volume ramps to comfortably meet the demand. Our team typically communicates with customers via chat, email, or phone depending on the customer's preference. Chat and email options are conveniently accessible directly from the wagering application.

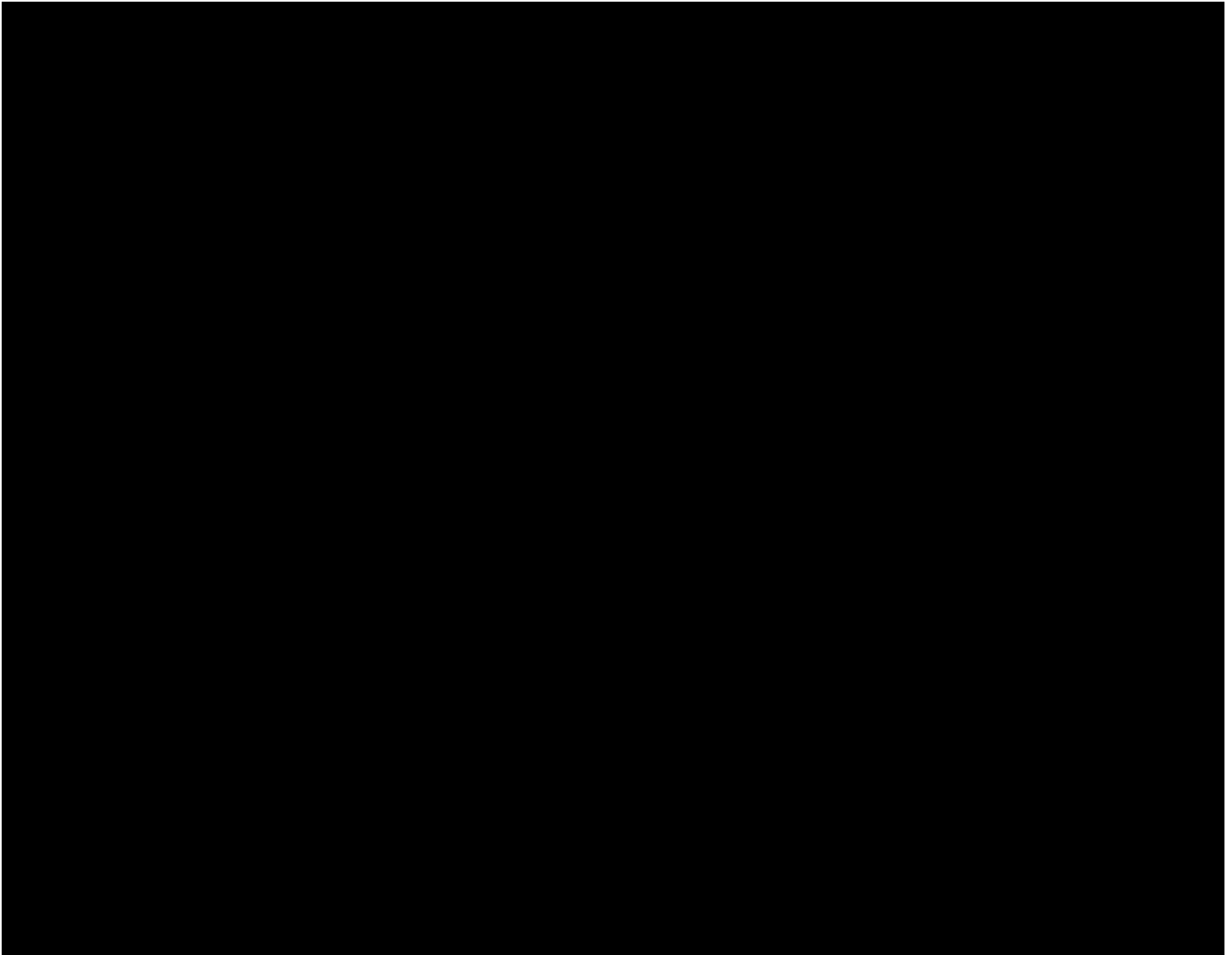
Experienced WynnBET representatives are well prepared to assist our patrons with any of their questions, concerns or issues related to sports betting, account information, funding, and registration challenges. All representatives are trained extensively on Forbes 5-star service standards, policies and procedures, house rules, compliance requirements, data privacy, responsible gaming, and overall function of our product offering.

Quality control is vital to the success of our customer service team. Our customer operations management team reviews all customer engagement to ensure we are meeting our own lofty expectations and course correcting when necessary. Audit results are routinely discussed openly between management and team members, with additional training and support provided where necessary.

Wynn Resorts and WynnBET understand the significance placed on compliance with established regulations and the effectiveness of operating controls and procedures in upholding and ensuring the integrity of the gaming industry. In striving to meet compliance requirements and to ensure effectiveness of procedures and operating controls, the Wynn Resorts' global compliance team, internal audit team, and corporate accounting teams have worked to build a solid internal control framework for WynnBET and other Wynn Resorts subsidiaries. This framework helps guide WynnBET's customer operations department on best practices related to important compliance related activities such as KYC, AML, fraud detection, and suspicious activity reporting.

WynnBET is an experienced Operator with extensive, proven expertise operating online gaming and sports betting in the US. The functional expertise across our operation in the areas of marketing, product development, trading and risk management, and customer operations is fully mature and capable of managing a large state like New York to the highest level. The customer-facing features of our product are differentiated and capable of providing WynnBET with sustained competitive advantage. We are fully confident in our ability to deliver tremendous results for the State and people of New York.

Overview of the integration between the Applicant's Platform and the Operator's wagering system



Outline of the features offered or used by the Operator that the Applicant believes sets it apart from other potential Applicants

Core to Wynn's company DNA is a relentless focus on product and customer experience. Our digital sports betting strategy is no different. When Sadok Kohen, WynnBET's board member and Chief Product Officer, founded BetBull, the product inspiration for WynnBET, he saw an opportunity to differentiate into a competitive, mature UK market by transforming mobile betting and gaming, which was a solitary transactional activity targeted at "sharp bettors" into an interactive social experience with broader appeal.

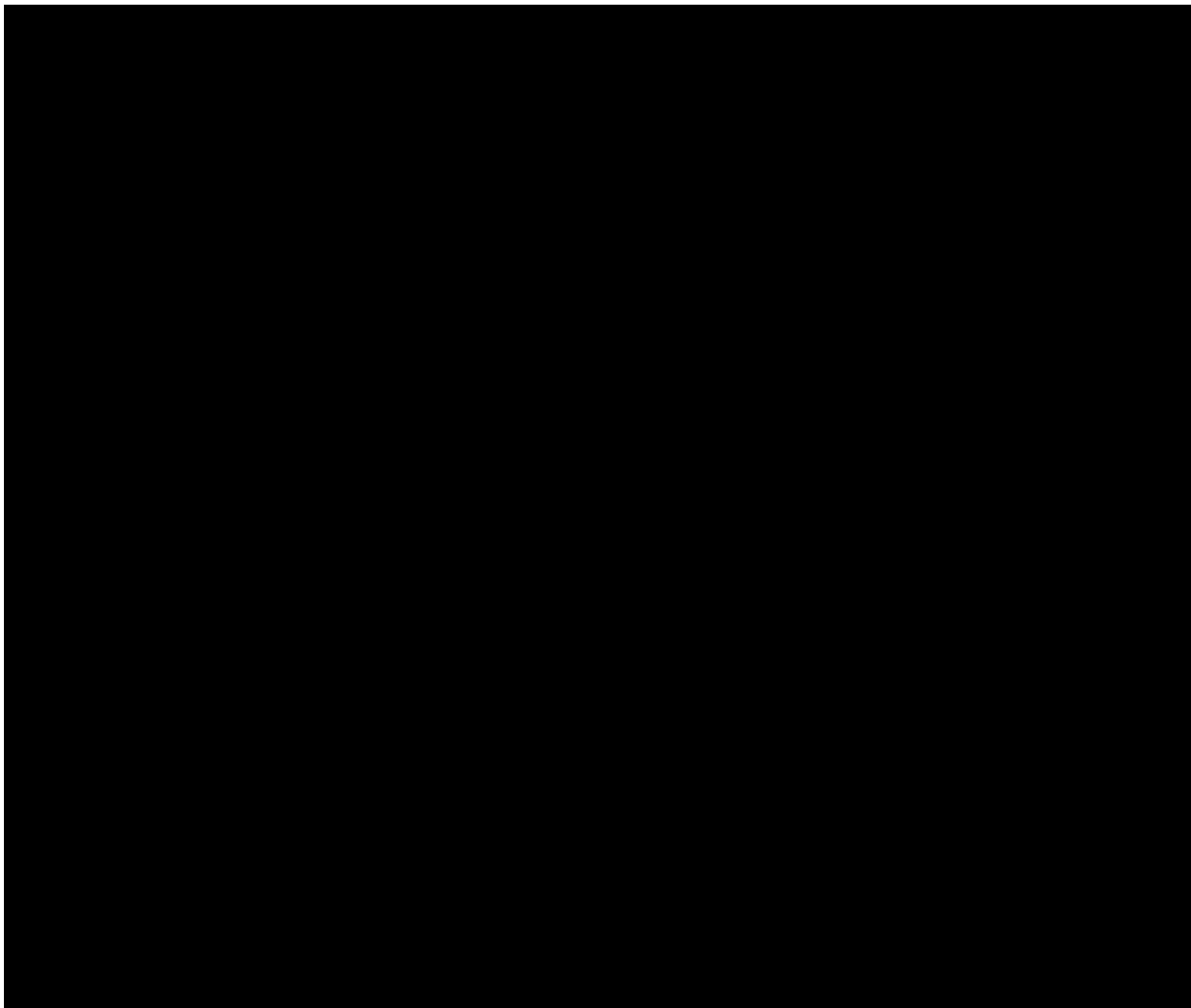
When one opens the BetBull app, it looks and feels completely different than the competitive set. The BetBull product encourages parlay bets, and there is a community leaderboard that drives social interactions, allowing users to follow bets from others. These features drive increased user

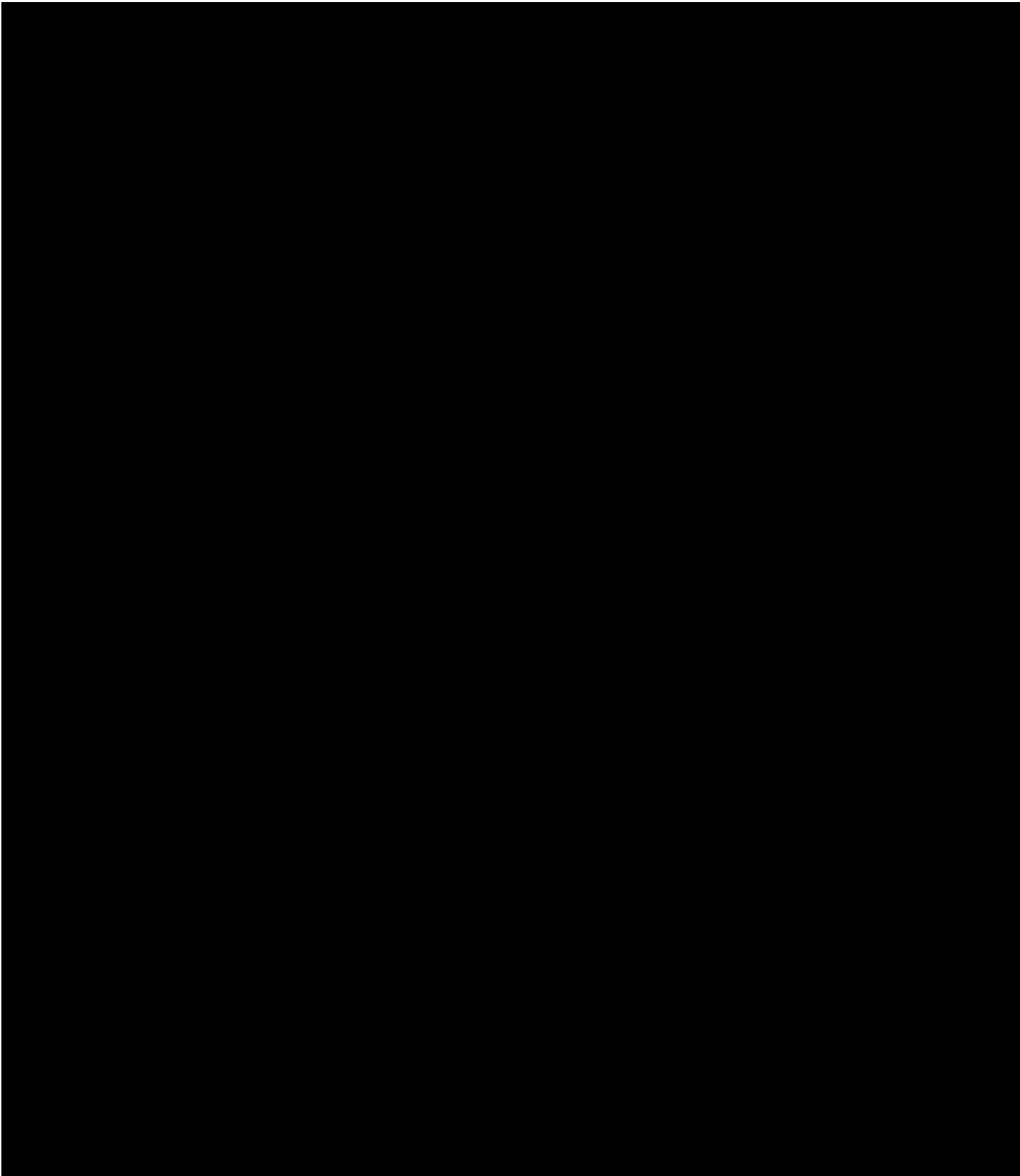
engagement and retention. Mr. Kohen's vision, that sports betting is and always has been an engaging, social, and entertaining activity, remains central to WynnBET's product strategy.

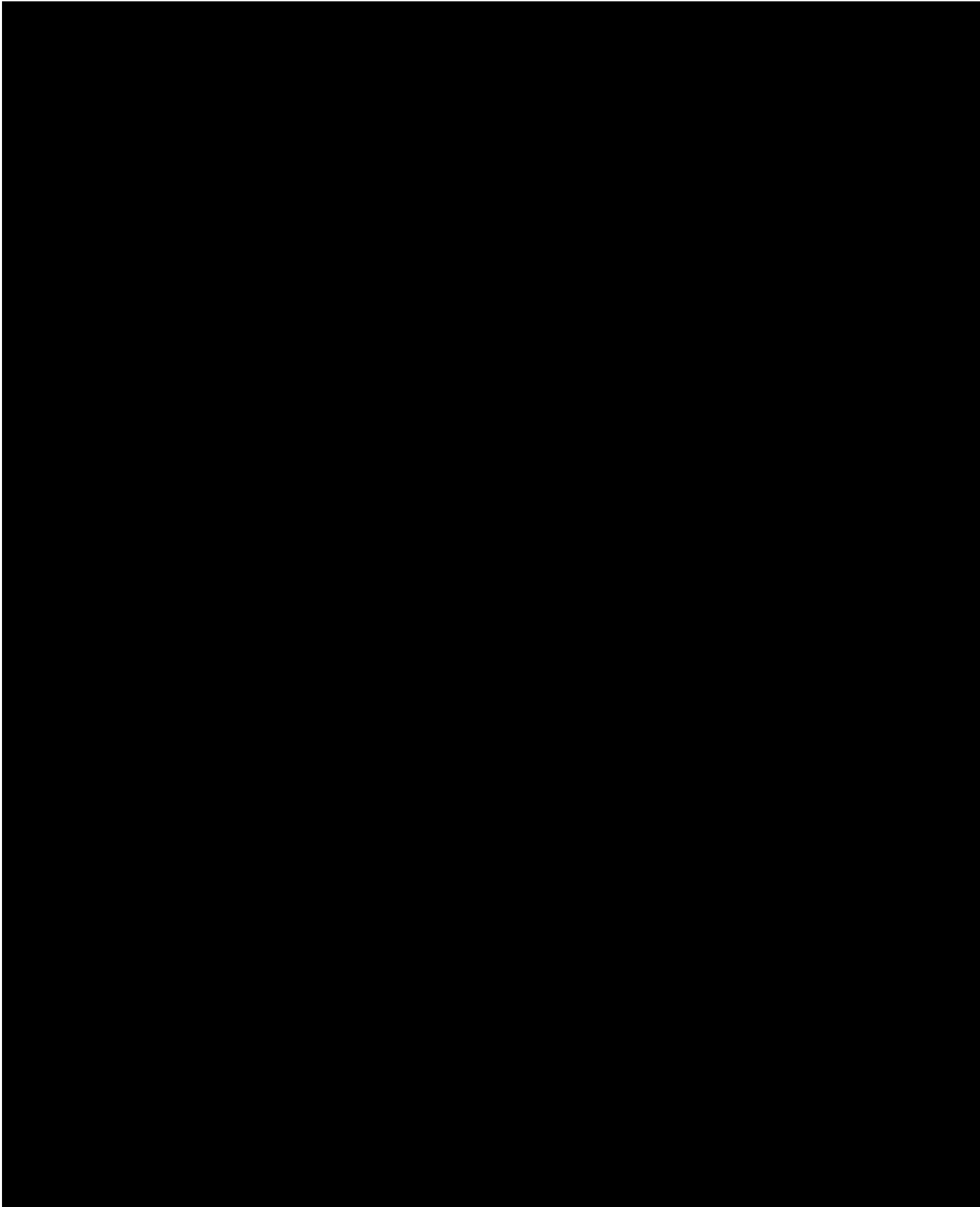
WynnBET strongly believes that putting the customer and a community of like-minded people at the center of the experience where the focus is on the recreational, emotional aspect of the activity adds immense value, making the interaction an unforgettable one.

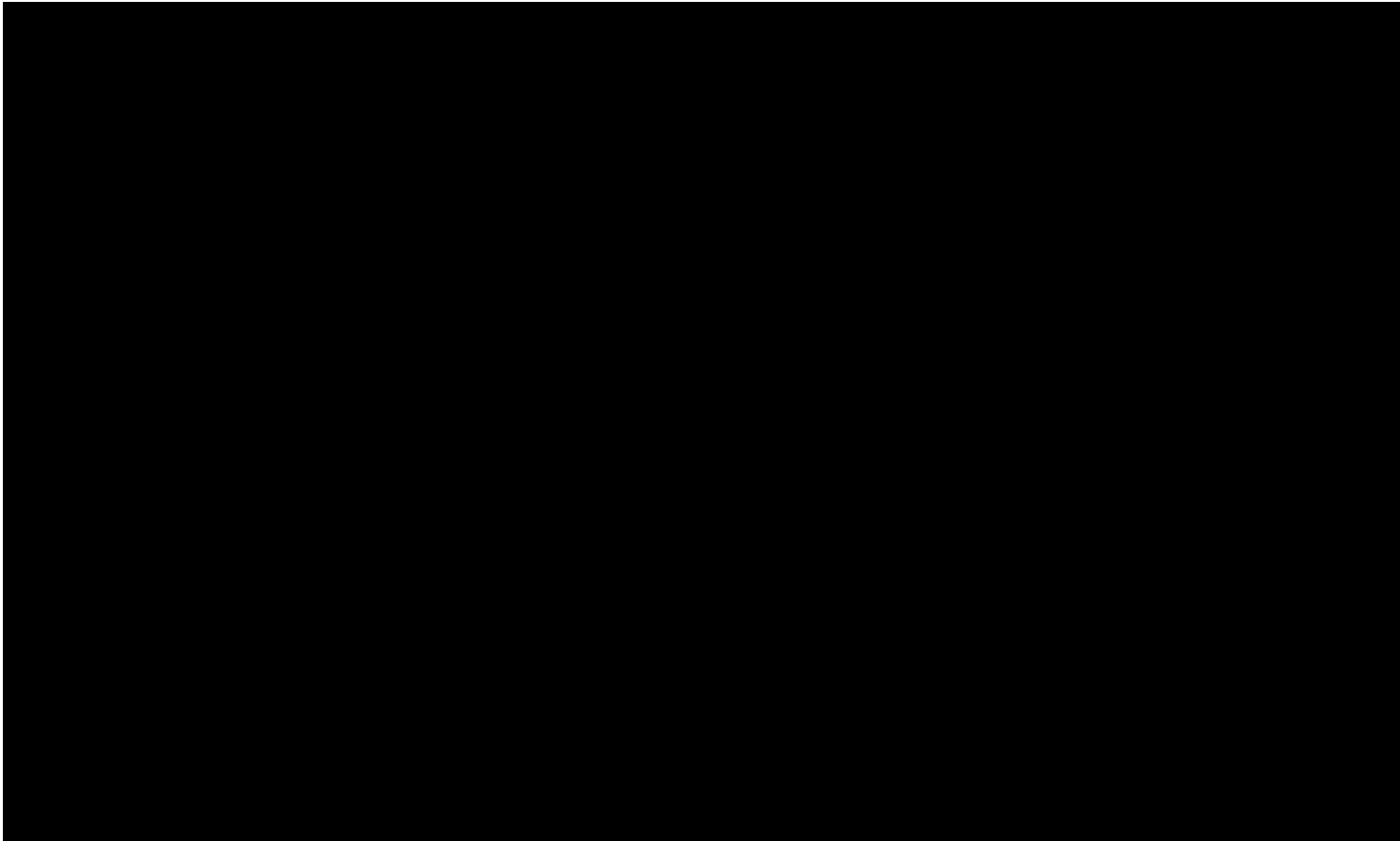
Therefore, we are bringing to market and continue to develop unique features that are focused on making the customer feel connected to one another, part of something special, and extending such connection to Wynn's 5-star resorts, globally renowned for their excellence in hospitality.

Below we highlight some of the innovative customer-facing features that differentiate WynnBET from the rest of the operator offerings in the market:









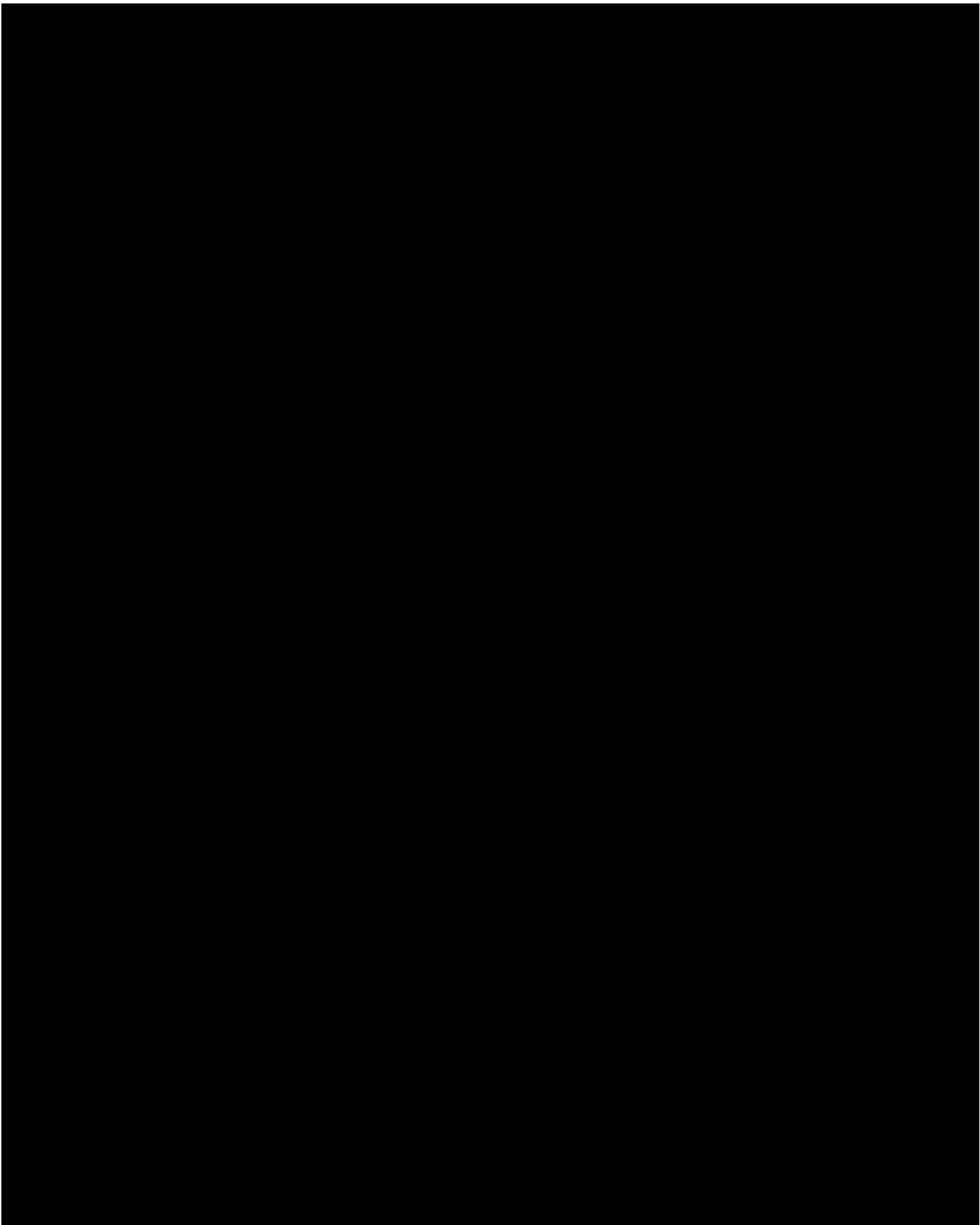
Native Powered User Experience

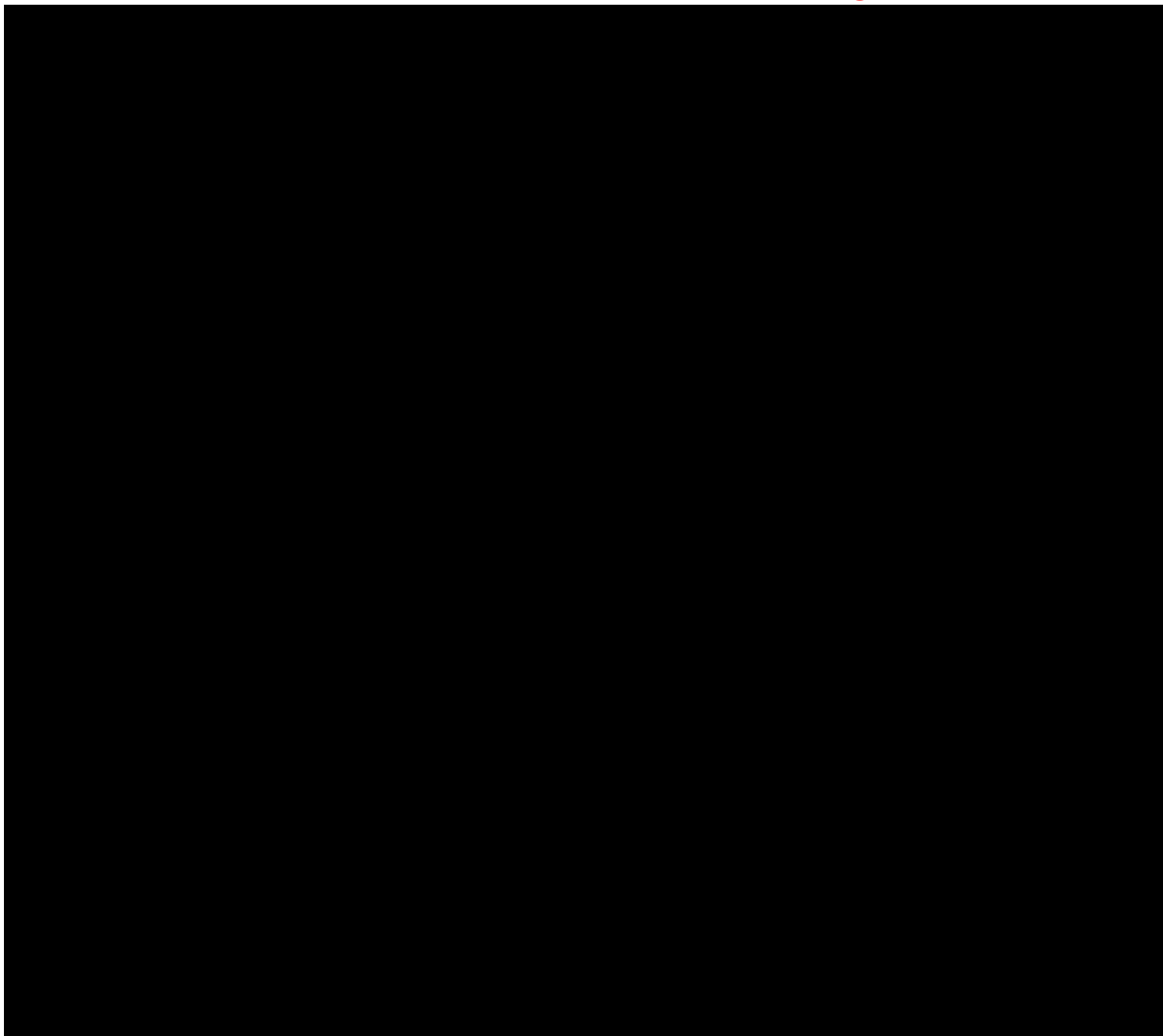
Our mobile users benefit from a fully native experience on Android and iOS, providing our patrons with a best-in-class performance throughout their sportsbook journey.

We truly care and emphasize the importance of aesthetics and artistic design quality which reflects in every single page, image, and button of the WynnBET user interface. Our goal is to be as impactful on mobile users with our design as we are with visitors to our integrated resorts.

As evidence of our pursuit of excellence, the first thing our users will notice and appreciate are the high-quality graphics and layout of our sportsbook user interface. While exploring the application the patron will experience a lightning fast and smooth user experience, filled with beautiful animations and transitions from page to page.

Our combination of speed, performance, usability, and artistic design truly makes the experience of WynnBET stand apart from our competition.





A sample wagering menu the Operator intends to offer if such wagers are approved by the Commission

As part of its standard sportsbook offering, WynnBET will offer a wide array of betting markets on all major sports and most minor sports. Principal bet types offered include Straight, Parlay, Round Robin, and Teaser. Below is a sample wagering menu of betting markets that WynnBET offers in other US jurisdictions:

Bet types offered for all sports:

- Straight
- Money line
- Over/Under Totals

New York State Gaming Commission
Request for Applications for Mobile Sports Wagering Platform Providers
WSI US, LLC D/B/A-WynnBET

- Parlay
- Round Robin
- Teasers

Sports offering:

Football

- Leagues:
 - NFL
 - NCAAF
 - CFL
 - AFL
 - XFL
- Market types:
 - In play wagering
 - Game winner
 - Handicap/point spread
 - Total points scored
 - 1st and 2nd half wagering
 - 1st-4th quarter wagering
 - Player propositions
 - Team propositions
 - Game propositions
 - Series winner
 - Championship series winner

Basketball

- Leagues:
 - NBA
 - WNBA
 - NCAAB
 - Euroleague
 - Eurocup
- Market types:
 - In play wagering
 - Game winner
 - Handicap/point spread
 - Total points scored
 - 1st and 2nd half wagering
 - 1st-4th quarter wagering
 - Player propositions
 - Team propositions
 - Game propositions
 - Series winner
 - Championship series winner

Baseball

- Leagues:
 - MLB
 - NCAA Baseball
 - WBC
 - MiLB
- Market types:
 - In play wagering
 - Game winner
 - Handicap/Runline
 - Total points scored
 - 1st-X inning wagering
 - Player propositions
 - Team propositions
 - Game propositions
 - Series winner
 - Championship series winner

Hockey

- Leagues:
 - NHL
 - NCAA
 - International Ice Hockey Federation (IIHF) Tournaments
 - World Championships
- Market types:
 - In play wagering
 - Game winner
 - Handicap/Puckline
 - Total points scored
 - 1st-X period wagering
 - Player propositions
 - Team propositions
 - Game propositions
 - Goals scored propositions
 - Series winner
 - Championship series winner

Soccer

- Leagues:
 - Major League Soccer.
 - English Premier League.
 - La Liga.
 - Bundesliga.
 - Serie A.

New York State Gaming Commission
Request for Applications for Mobile Sports Wagering Platform Providers
WSI US, LLC D/B/A-WynnBET

- Mexican Primera
- World Cup
- FA Cup
- Brazil Serie A
- France Ligue 1
- Champions League
- Europa League

- Market types:
 - In play wagering
 - Game winner
 - Handicap/Puckline
 - Total points scored
 - 1st-X period wagering
 - Player propositions
 - Team propositions
 - Game propositions
 - Goals scored propositions
 - Series winner
 - Championship series winner

Golf

- Leagues:
 - PGA
 - Korn Ferry Tour
 - Majors
 - European Tour
 - Champions Tour
 - LPGA
 - World Golf Championships (WGC)
 - International Events (i.e. Ryder Cup, Solheim Cup, Presidents Cup)

- Market types:
 - Player matchups
 - Game winner
 - Player position
 - Matchups by round
 - Player Propositions
 - Winning Margin

MMA

- Leagues:
 - Ultimate Fighting Championship (UFC)
 - Bellator MMA
 - Pride

- Market types:

- Fight Outright
- Fight Result
- Method of Victory
- Total Rounds Over/Under
- Will the Fight Go the Distance

Boxing

- Leagues:
 - World Boxing Association (WBA)
 - World Boxing Council (WBC)
 - World Boxing Organization (WBO)
 - International Boxing Federation (IBF)
- Market types:
 - Fight Outright
 - Fight Result (Draw No Bet)
 - Knock Out in Next Round
 - Method of Victory
 - Total Rounds Over/Under
 - Will the Fight Go the Distance

Tennis

- Leagues:
 - ATP Events
 - WTA Events
 - Challenger Series
 - ITF
- Market types:
 - Player matchups
 - Match winner
 - Player Propositions
 - Match propositions
 - Tournament winner

Olympics

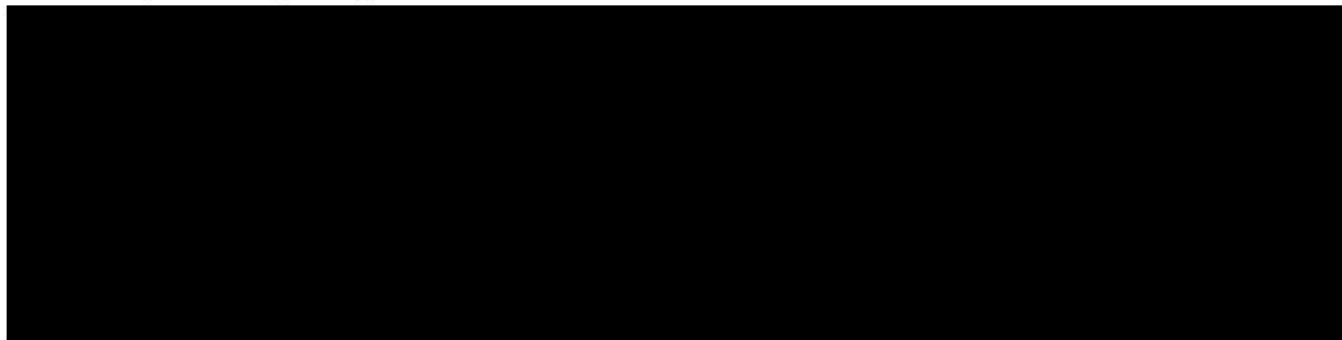
- Leagues:
 - Summer
 - Winter
- Market Types:
 - Player propositions
 - Team propositions

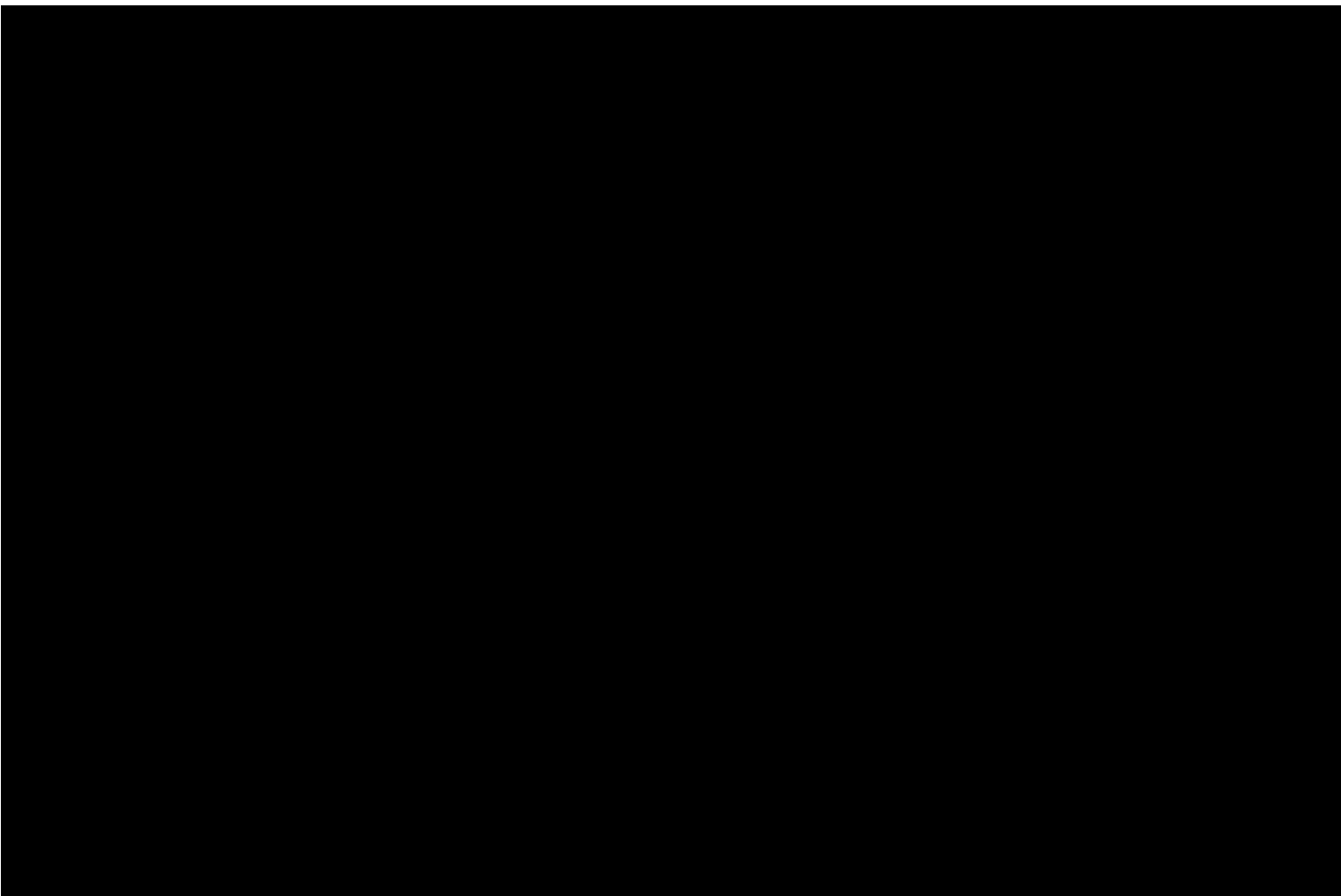


6.3 INTEGRITY, SUSTAINABILITY AND SAFETY

The Applicant shall provide detailed information on how the Applicant or the Applicant's proposed Operators will ensure the responsibilities, duties and requirements in draft regulations Part 5330 in regard to:

- A. wager acceptance;
- B. verification of information provided by Authorized Sports Bettors opening a new account;
- C. the systems used for monitoring structured wagers and unusual or suspicious wagering activity;
- D. the systems used to ensure that Authorized Sports Bettors are physically located within the State of New York while placing a wager;
- E. the technology to ensure that any wager is accepted through equipment physically located at a licensed gaming facility in the State;
- F. description and location of redundant servers, if any;
- G. security of servers, applications, and communication networks; and patron personal and wagering information;
- H. integrity monitoring and reporting, including any current affiliations related to integrity monitoring; and
- I. responsible gaming.





6.4 CAPACITY TO BRING AUTHORIZED SPORTS BETTORS TO PLATFORM

The Applicant shall demonstrate the Applicant's ability to effectuate rapidly the commencement of mobile sports wagering on the Applicant's platform and to bring Authorized Sports Bettors effectively onto the Platform.

The Applicant shall provide a time from award of license to the date on which each Operator shall be prepared to accept mobile sports wagers through the Applicant's Platform.

Our capacity to develop and deploy our sports wagering platform, features, and products is greatly enhanced by our IT organizational structure which includes a dedicated PMO operations team serving as architects who envision and govern the larger implementation of new market deployment. Working as a cohesive unit our strategy to successfully launch one state per month centers around proven delivery methodologies that have allowed us to launch Michigan on day one of market opening and Virginia immediately upon licensure. Leveraging the experience of

deployment in multiple states New York sports bettors will seamlessly download and access our mobile application promptly after approval to launch has been granted.

From the point at which our license is awarded and we are given the greenlight to deploy our infrastructure, we expect a period of 11-13 weeks to commence operations on WynnBET's platform in New York. This assumes that the license award is preceded by publication of final regulations for operation within the State.

If we do not have visibility of final regulatory requirements ahead of the license award, we expect that this timeframe could be longer by 3-5 weeks.

With our platform already live in six US states, we believe that our existing development and infrastructure may be replicated and transitioned to New York with minimal additional development requirements. This will enable us to perform gap analysis and commence development within 4-6 weeks of a license award.

Using our existing testing benchmarks and averages from our deployments in other US states, we have approximated within our estimated timeframe the amount of time likely to be required for regulatory signoffs prior to launch. The timeline assumes third party vendors are approved by the Commission in a timely manner and that the Commission provides go-live approval within 5 working days of receiving certification from the approved independent testing lab for launch.

6.5 WORKFORCE DIVERSITY

The Applicant and each of its Operators shall provide information demonstrating how the Applicant fosters racial, ethnic and gender diversity within the organization's workforce. Such demonstration shall include:

- A. the organization's policy on workforce diversity;**
- B. workforce demographics demonstrating the organization's current workforce diversity; and**
- C. efforts the Applicant and Operators will undertake to foster workforce diversity as it relates to operations undertaken pursuant to a License, if awarded.**

The Wynn Resorts culture is founded on compassion. We care about our customers and our employees. Our actions define who we are as an organization and as a family united to provide the very best in hospitality and service. Wynn Resorts embraces the diversity of all team members, suppliers and business partners and firmly believes that a commitment to diversity contributes to business success. Wynn has a culture of inclusion and commitment to equal opportunity for people regardless of race, color, religion or creed, national origin or ancestry, gender, sexual orientation, gender identity, age, physical or mental disability, or veteran status, and a culture in which all aspects of diversity are acknowledged and respected. Wynn Resorts has developed this Diversity Strategy (the "Strategy") to promote and implement workforce diversity goals.

WynnBET leverages the experience of Wynn Resorts to create a culture of inclusion, creating an inclusive work environment that makes full use of the contribution of all employees, fostering a workforce that reflects and embraces the diversity of our community. Wynn Resorts prides itself in the diversity of its workforce, starting from the top. Five of its ten directors are diverse (women or minorities) and the majority (76%) of Wynn Resorts' active workforce in North America are minorities. In late 2019, Wynn Resorts CEO Matt Maddox joined a coalition of more than 800 like-minded CEOs signing on to the CEO Action for Diversity and Inclusion Pledge. The Pledge commits Wynn Resorts to prioritizing diversity and inclusion as an imperative of our workplace culture. "One of our guiding principles is 'to care about everyone and everything.' By signing this pledge, we are further cultivating a workplace where diversity is valued," said Maddox. "I believe we have the best team in the industry, and our efforts to be even more inclusive will further our commitment to excellence." Wynn Resorts monitors labor and leadership diversity closely in terms of gender, age, and ethnicity, and conducts programs to encourage greater diversity and inclusion.

WynnBET has established the following action items to promote workforce diversity:

ACTION AREA #1: CLEARLY COMMUNICATE COMMITMENT TO WORKFORCE DIVERSITY.

WynnBET is committed to proactive, up-front communication of its commitment to workforce diversity through trainings and leadership communication.

ACTION AREA #2: PROACTIVELY ENGAGE DIVERSE WORKFORCE COMMUNITIES.

WynnBET understands the importance of proactively reaching out to groups focused on facilitating access to job opportunities for women, minorities and veterans. WynnBET takes a proactive approach in recruiting applicants from a wide range of backgrounds and skill levels and works with community employment partners to reach under-represented groups.

ACTION AREA #3: RETENTION AND GROWTH.

WynnBET recognizes that the retention and growth opportunities for women, minorities, and veterans is a key differentiator in terms of maintaining a diverse work force. To that end, WynnBET provides employees with extensive learning opportunities focused on developing both management and technical skills. WynnBET will leverage Wynn Resorts' current leadership training opportunities, as described below:

1. Skills Training – All employees are invited to participate in training classes and online tutorials on vital software applications such as Excel, Word, PowerPoint, iMovie, and Microsoft Teams.
2. New-Hire Orientation – All new employees take part in an immersive two-day orientation experience designed to help employees understand the Company's

culture. Lessons about Wynn Resorts' core values, behaviors, and service standards are provided by members of the executive team

3. Tuition Reimbursement and Seminar Assistance - Employees can study toward a degree at an accredited university or trade school and receive tuition reimbursement including the cost of tuition, books and labs. Management employees may also receive seminar assistance to attend industry seminars for their ongoing development in more specified areas of study dependent upon job position.
4. Internal Career Counseling - Employees who are seeking support and guidance on how to advance their careers can schedule time with a career counselor, who will work one-on-one with the employee – free of charge – to assist them with everything from making their resume shine to connecting them with the managers and executives who can get them to that next step in their career.

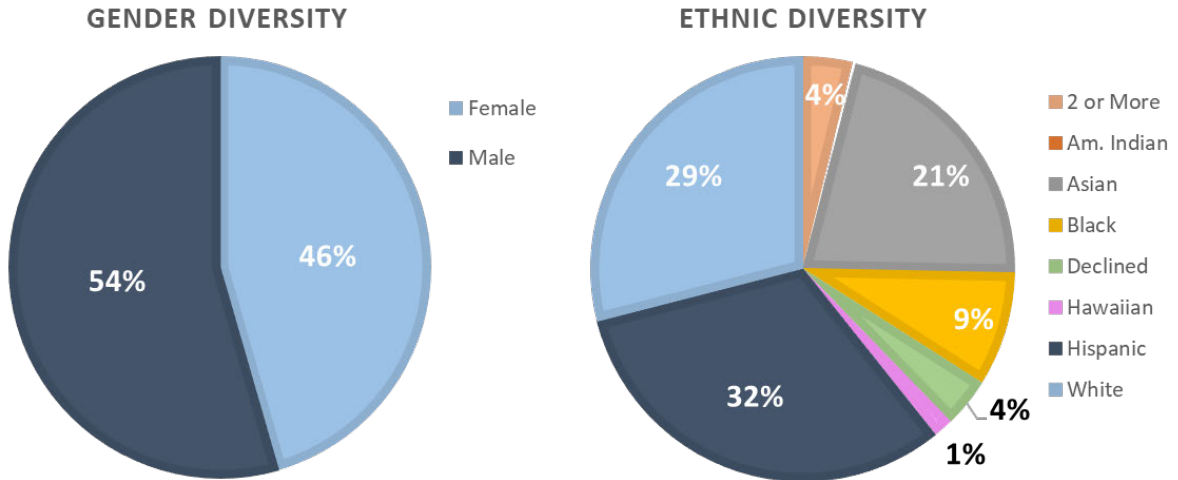
In addition, WynnBET will participate in Wynn Resorts' employee affinity groups including the following:

1. Women's Leadership Council
2. Veterans Council
3. LGBTQA+ Council
4. Diversity Council

ACTION AREA #4: COMMIT TO ROBUST AND REGULAR OVERSIGHT.

WynnBET is committed to oversight to ensure that its commitment to diversity is achieved. WynnBET will monitor workforce and leadership diversity closely in terms of gender and ethnicity to encourage greater diversity and inclusion. WynnBET will also work closely with Wynn Resorts' Vice President of Diversity and Inclusion to implement programs and initiatives developed by Wynn Resorts.

The graphics below illustrate the results of Wynn Resorts' efforts on diversity and inclusion. Wynn Resorts is proud to have been named among Forbes Best Employers for Diversity, a rare distinction among our peer set in the gaming and hospitality sectors.



6.6 OTHER FACTORS IMPACTING REVENUE TO THE STATE

The Applicant shall provide a narrative and analysis of any other factor or aspect of the Applicant's Application that the Applicant believes the Commission should take into consideration when evaluating other factors that could impact the revenue from mobile sports wagering paid to the State. The applicant shall limit all narrative and analysis in response to this section to no more than five pages.

Our consortium brings together a collection of strong, reputable companies, each with a distinctive brand and strategy for the marketplace. The diversity and reach of our Operator Applicants, in collaboration with their Platform Providers, will serve to drive incremental revenue to the State as we described in Section 6.8.

Importantly, our consortium is also partnered with two of the major tribal gaming operators in the State, the Oneida Indian Nation and Saint Regis Mohawk Tribe. In connection with a successful bid by our consortium, both tribes are prepared to waive certain rights aimed at enhancing the overall revenue opportunity for the State's licensed sports wagering platforms. The quantitative analysis associated with these waivers is also presented in Section 6.8.

The Oneida Indian Nation and Saint Regis Mohawk Tribe's rights and proposed waivers are more fully described in this section.

Oneida Indian Nation:

Waivers to Promote the Integrity and Sustainability of New York's Mobile Gaming Program

In addition to its Revenue Sharing Agreement set forth in section 6.7, the Oneida Indian Nation also will commit to issuing to the State waivers of legal rights and privileges it enjoys, and legal

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challenges it may otherwise pursue, relating to the State's implementation of PML § 1367 for mobile sports betting (the "Oneida Waivers"). The Oneida Waivers would be executed upon issuance of operator licenses to Caesars and Wynn. The absence of these Oneida Waivers would jeopardize the integrity and sustainability of the State's carefully sculpted tax and competitive structure for generating State revenues under its mobile sports betting program.

Background: Oneida Rights and Privileges

Oneida and the State are party to two significant government-to-government agreements that affect the State's plan to authorize statewide mobile sports betting, and to charge significant taxes upon its licensed operators of that activity.

(a) 2013 Settlement Agreement

The Oneida Indian Nation, the State, Madison County and Oneida County entered a landmark Settlement Agreement in 2013. This historic agreement is regarded as a model for resolving disputes between States and tribes because it resolved generations of the most controversial disputes between them, ranging from reservation rights, land governance, property taxes, sales taxes, law enforcement, cultural preservation – and gaming issues. The Settlement Agreement was approved by the NYS Attorney General, and enacted into New York Law by the State legislature (see N.Y. Exec. Law § 11). The Settlement Agreement was approved by the federal court, which retained jurisdiction to enforce the agreement and any violations.

To date, both Oneida and the State have abided by all of their duties to each other under the Settlement Agreement. More than that, the Settlement Agreement formed the basis for unprecedented collaboration among Oneida, the State and local municipalities in addressing thorny issues of mutual interest, most recently including Oneida's hosting numerous coronavirus vaccination clinics for thousands of central New Yorkers through a joint program with the NYS Department of Health, Oneida County Department of Health and Madison County Department of Health.

Under the Agreement, the Oneida Indian Nation now pays the State, Oneida County, Madison County and eight other counties more than \$75 million per year. Oneida has paid the State more than \$465 million so far. Under the Settlement Agreement, those Oneida payments have been allocated among Upstate New York counties: so far, Oneida County has received more than \$130 million and Madison County has received more than \$35 million. These payments also have been distributed among eight other counties, including Onondaga County to fund its debt service for the bonds that financed the Lakeview Amphitheater.

In exchange for these payments, the State assured Oneida (among other things) "total exclusivity" with respect to Class 3 gaming, which includes mobile sports betting, in the ten-county region of Central New York. The Settlement Agreement couldn't be clearer: "The State shall not legalize, authorize or consent to" Class 3 gaming in violation of Oneida's ten-county exclusivity zone. This necessarily includes a requirement that the State shall not change the law to authorize Class 3 gaming within the Oneida exclusivity zone. While the Settlement Agreement includes some limited exceptions to the Oneida exclusivity zone (e.g., lottery, charitable events, then-existing games at Vernon Downs), the State neither requested nor negotiated an exception to Oneida's "total exclusivity" relating to mobile sports betting.

Oneida expects the State to abide by the commitments it made to Oneida in the Settlement Agreement. Among them, the Settlement Agreement imposes upon the State an affirmative duty

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to prohibit non-Oneida gaming within the Oneida exclusivity zone. The State and Oneida agreed that the Oneida exclusivity protection is a material term of the Settlement Agreement. The State's breach of Oneida exclusivity would constitute a "Material Breach" of the agreement, which "shall be resolved exclusively by the United States District Court for the Northern District of New York."

Oneida, therefore, was troubled to read in the State's *Common Response to First Questions, July 22, 2021*, that the State believes it may adopt a law which authorizes customers to place mobile sports wagers within the Oneida exclusivity zone to non-Oneida servers. The State claimed that "there is no need for a Nation or Tribe to waive exclusivity" – directed toward Oneida, the only tribe in New York that enjoys exclusivity over all Class 3 gaming -- based upon the State's unilateral, statutorily-created "deeming" provision. The State's unilateral action would undermine Oneida's exclusivity in the Settlement Agreement. To the extent that the New York's mobile betting program conflicts with the Oneida Settlement Agreement, Oneida's rights under the Settlement Agreement supersedes the mobile sports betting program. See N.Y. Indian Law § 16 ("notwithstanding any other provision of law, the provisions of the Oneida Settlement Agreement . . . shall be deemed to supersede any inconsistent laws and regulations" (emphasis added)).

The Oneida Settlement Agreement resolved a federal lawsuit related to generations of disputes that arose under federal law. The Settlement Agreed is governed by federal law. It was approved by the United States District Court for the Northern District of New York, which ordered that it "retains jurisdiction to enforce the Settlement Agreement." *State of New York v. Jewell*, No. 08-CV-0644, 2014 WL 841764 (N.D.N.Y. Mar. 4, 2014). Federal courts have ruled that mobile gaming wagers occur *both* at the location where the customer places the wager *and* location of the server (*California v. Iipay Nation of Santa Ysabel*, 898 F.3d 960, 966-67 (9th Cir. 2018)). The State's plan to legalize mobile sports wagers to be placed from within Oneida's ten-county exclusivity zone to non-Oneida servers threatens to Materially Breach the Settlement Agreement. It jeopardizes more than \$75 million in annual payments that Oneida now makes to the State and the local municipalities that depends upon them.

The State can fulfill its obligations to Oneida by mandating platforms and operators to geo-fence Oneida's ten-county exclusivity zone to preclude placement of wagers from within the Oneida exclusivity zone to non-Oneida servers. While compliant with the Settlement Agreement, this outcome would deny the 1.2 million people who live in the ten-county exclusivity zone (6% of New York's population) the opportunity enjoyed by all other New Yorkers to participate in mobile sports wagering. And, of course, the carve-out of 1.2 million Central New Yorkers from mobile sports betting would cost the State approximately \$40.5 to \$52.5 million per year in annual tax revenues, assuming a minimum tax rate of 50%.

Central New York has enjoyed eight years of peace and harmony among Oneida, the State and local municipalities under the Settlement Agreement. Oneida settlement payments revenues have prevented county property tax increases. They have helped local municipalities balance their budgets, and they support social services, public safety, schools and public works. Neither Oneida nor the State, regional, county and local public officials and community leaders want to return to the era of disputes arising from the State's violation of its promises and agreements.

(b) 1993 Gaming Compact

In 1993, Oneida and the State entered into a Gaming Compact which authorizes Oneida to conduct casino games anywhere within the Oneida's 300,000-acre reservation. The Gaming Compact delineates a list of original games that were approved to be played at the Nation, and the Compact provides a specific procedure authorizing Oneida to add more games in the

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future. Section 15(b) of the Gaming Compact -- the so-called "Most Favored Nation" clause -- authorizes Oneida to adopt any new State gaming specifications for Class 3 games without any further approval by the State. Over the twenty-five years since the inception of the Gaming Compact, Oneida has adopted several of the State's gaming specifications pursuant to section 15(b)'s "Most Favored Nation" clause.

The Oneida Gaming Compact does not require Oneida to share any gaming revenues with the State. Nor does the Gaming Compact have an expiration date, meaning the State has no opportunity to renegotiate these provisions upon the expiration of a term. Upon the State's legalization of mobile gaming and issuance of its governing regulations, Oneida is entitled to adopt the State's mobile gaming specifications into its Gaming Compact to offer statewide mobile gaming throughout New York, with no expiration date. No State approval will be required, and the Gaming Compact does not require any Oneida revenue sharing. Oneida would rely upon the State's position that wagers are deemed to occur at the server to accept wagers placed from customers throughout the State, outside of the Oneida reservation.

By virtue of the State's insistence that wagers placed within New York are deemed to be placed at the location of the server, the State would be estopped from challenging Oneida's ability to accept statewide wagers at its on-reservation server. If the State challenges Oneida's ability to accept statewide wagers at its on-reservation server, the State would undermine the constitutionality of its mobile sports betting program.

Oneida's operation of statewide mobile sports betting under its Gaming Compact without revenue sharing would provide Oneida with a massive advantage in competing against New York's licensed operators, who will be paying to the State at a presumptive 50% (or greater) tax rate.

Oneida Waivers to Protect the Integrity and Sustainability of the State's Tax and Competitive Structure for its Mobile Sports Betting Program

The State needs to deal with Oneida's rights and privileges to protect the integrity and sustainability of the State's carefully sculpted tax and competitive structure for generating State revenues under its mobile sports betting program. Oneida is prepared to do its part to help. Upon issuance of mobile sports betting operator licenses to Caesars and Wynn, Oneida would provide the State with the following Oneida Waivers that would avoid risks to the integrity and sustainability of the State's mobile sports betting program:

1. Oneida Waiver of its gaming exclusivity with respect to mobile sports betting for the term of the license.

Upon issuance of mobile sports betting operator licenses to Caesars and Wynn, Oneida would issue to the State a waiver of the Settlement Agreement's exclusivity provision with respect to mobile sports wagers placed within the Oneida exclusivity zone to non-Oneida servers located in the State. The waiver would remain in effect for so long as Caesars and Wynn retain their mobile sports betting operator licenses and remain party to the Oneida Revenue Sharing Agreement.

2. Oneida Waiver of its right to adopt the State's mobile sports betting gaming specifications into the Oneida Gaming Compact.

Upon issuance of mobile sports betting operator licenses to Caesars and Wynn, Oneida reservation, Oneida would waive its right to operate tax-free statewide mobile sports betting pursuant to the Oneida Gaming Compact from servers located on the Oneida reservation. The

waiver would remain in effect for so long as Caesars and Wynn retain their mobile sports betting operator licenses and remain party to the Oneida Revenue Sharing Agreement.

Additional Oneida Commitments to Enhance Revenue to the State

In addition to its Revenue Sharing Agreement set forth in section 6.7, the Oneida Indian Nation also will commit to reinvesting 100% of its revenues from its Revenue Sharing Agreement with Caesars and Wynn to funding programs and services, including public safety, health care, affordable housing, education and employment for Oneida's members and its non-Oneida employees in Central New York.

Saint Regis Mohawk Tribe:

The Akwesasne Mohawk Casino Resort represents an investment by the Saint Regis Mohawk Tribe in excess of \$230 million in construction and FF&E. And pre-pandemic, the Casino employed over 770 full and part time employees, with annual payroll exceeding \$31 million and annual supplier/vendor contracts exceeding \$37 million.

While the Oneida Indian Nation's geographic exclusivity rights broadly covers all Casino Gaming and Gaming Devices (as defined in its Compact), the Saint Regis Mohawk Tribe's geographic exclusivity under its Compact is limited to Slot Machines. Therefore, Oneida's posture and rights are different from Mohawk's. Nevertheless, the Mohawk Revenue Sharing Agreement includes a waiver during the term of that Agreement of the Tribe's right, privilege, and opportunity to own or operate a mobile sports wagering business that directly competes with the Operator parties to that Agreement.

6.7 REVENUE-SHARING AGREEMENTS

If applicable, an Applicant shall provide an executed copy of any agreement that provides for sharing of mobile sports wagering revenue with a Native American tribe or nation that is party to a compact with the State.

Please see attached Exhibit – B referencing the above-mentioned agreements

6.8 PRICING MATRIX AND ACCOMPANYING ANALYSIS

Applicants shall complete and submit a pricing matrix, the form of which is set forth in Appendix B: Pricing Matrix. This matrix requires the Applicant to set forth the tax rate that an Applicant accepts under varying competitive scenarios of total Platform Providers and Operators. An Applicant must provide a tax rate that is fifty (50) percent or greater for its Preferred Scenario. However, if the Applicant's Preferred Scenario alone is less than the statutory minimum of two Platform Providers and four Operators, the Applicant must instead provide a tax rate that is fifty (50) percent or greater for such statutory minimum scenario. If an Applicant does not wish to participate in mobile sports wagering with particular levels of Platform Providers and Operators, the Applicant should enter a tax rate

of 0 (zero). If a cell is left blank or unintelligible, such cell will be deemed to be a tax rate of 0 (zero).

In addition to the matrix, an Applicant shall submit an analysis using the Applicant's Preferred Scenario of Platform Providers and Operators. Such analysis shall contain the following:

- A. estimate of the total Mobile Sports Wagering Gross Gaming Revenue to be generated annually from all Platform Providers and Operators;
- B. the Applicant's estimated share of the Mobile Sports Wagering Gross Gaming Revenue to be generated annually from all Platform Providers and Operators;
- C. the Applicant's basis and methodology for estimates; and
- D. any other information that the Applicant believes relevant for the Committee to consider in maximizing sustainable, long-term revenue for the State.

The Applicant also shall submit a similar analysis for each of the competitive scenarios for which the Applicant has responded on the Matrix. Given the slight variations between scenarios, an Applicant is permitted to band or group various scenarios together for purposes of such analysis.

Please refer to consolidated Tax Binder

6.9 INTERNAL CONTROLS

The Applicant shall provide a draft of its proposed internal controls in regard to the operation of mobile sports wagering in this State and a draft of the proposed internal controls of each of the proposed Operators for the Applicant's Platform in this State.

Please see Exhibit – C for Internal Controls

Exhibit – A

Exhibit – B

REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement (this “**Agreement**”) is entered into as of August 2, 2021 (the “**Effective Date**”) by and between American Wagering, Inc., a Nevada corporation, and WSI US, LLC, a Nevada limited liability company (collectively, the “**Operator Parties**” and individually an “**Operator Party**”) and Oneida Indian Nation (“**Oneida**”), and together with the Operator Parties, the “**Parties**”).

WHEREAS, the State of New York has adopted a law permitting the conduct of mobile sports wagering throughout the State of New York (“**Mobile Sports Wagering**”); provided, that the sports wager is transmitted and accepted by equipment located at a licensed gaming facility in the State of New York (the “**NY Mobile Sports Betting Law**”).

WHEREAS, pursuant to the NY Mobile Sports Betting Law, the New York State Gaming Commission (“**NYGC**”) is conducting a competitive bidding process whereby, on July 9, 2021, it issued a request for applications for Mobile Sports Wagering Platform Providers (as defined in the NY Mobile Sports Betting Law) (“**RFA**”) and is seeking to award a minimum of two of the highest scoring Platform Providers with a license to engage in Mobile Sports Wagering based on a set of criteria established by the NY Mobile Sports Betting Law, as interpreted by the NYGC; provided, that there are at least four Mobile Sports Wagering Operators (as defined in the NY Mobile Sports Betting Law) operating under such Platform Providers in the State of New York.

WHEREAS, pursuant to the NY Mobile Sports Betting Law and the RFA, if an application submitted in response to the RFA (a “**Bid**”) includes an agreement to share Mobile Sports Wagering revenue with a compacted Native American tribe or nation, then the such applicant will receive additional points for its Bid when determining the highest scoring Platform Providers.

WHEREAS, each Operator Party and its affiliates are in the business, among other things, of operating Mobile Sports Wagering Platforms (as defined in the NY Mobile Sports Betting Law) and/or operating a sports pool through Mobile Sports Wagering Platforms.

WHEREAS, Oneida is a compacted Native American tribe or nation and each Operator Party agrees to share revenue with Oneida related its Mobile Sports Wagering as provided herein.

WHEREAS, the Parties believe that including Oneida in a joint Bid will significantly increase the likelihood that their single joint Bid will meet the criteria established by the NYGC and achieve a score high enough to result in their single joint Bid being selected an Award (as defined below).

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, intending to be legally bound, agree as follows:

AGREEMENT

1. Interpretation. In this Agreement, except to the extent otherwise provided or the context otherwise requires: (a) when a reference is made in this Agreement to a Section, Clause, Exhibit or Schedule, such reference is to a Clause or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated; (b) 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” and the words “include,” “includes,” “including,” “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (c) 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; (d) all terms defined in this Agreement have the defined meanings when used in any document made or delivered pursuant hereto, unless otherwise defined therein; (e) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (f) any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms; (g) any notice under this Agreement shall be in writing and in English; (h) any reference to “days” means “calendar days” unless otherwise specified; (i) 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., New York, New York time; (j) references to a person or entity are also to its successors and permitted assigns; (k) the use of “or” is not intended to be exclusive unless expressly indicated otherwise; (l) any references to “\$” and “dollars” is to the lawful money of the USA; (m) a reference to “unreasonably withheld” means “unreasonably withheld, conditioned or delayed”, and (n) 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 (including this Agreement) 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.
2. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.
4. Single Joint Bid. The Parties agree to jointly submit a Bid (a “**Single Joint Bid**”). In the event the Single Joint Bid is selected as a winning Bid and a license to operate Mobile Sports Wagering is awarded in connection therewith (an “**Award**”), then each Operator Party agrees to obtain and maintain, at their sole cost and expense, all the necessary licenses to become a Mobile Sports Wagering Licensee (as defined in the NY Mobile Sports Betting Law) and conduct Mobile Sports Wagering in a manner as required by applicable laws, statutes, regulations, codes, rules and ordinances (the “**Mobile Sports Wagering License**”).
5. Upfront Fee and Revenue Share.
 - a. In the event the Single Joint Bid achieves an Award and in consideration for entering this Agreement, the Operator Parties shall pay Oneida a non-refundable fee in the amount of [REDACTED] (the “**Upfront Fee**”) within three (3) Business Days after the Award in immediately available funds. Each Operator Party agrees to pay [REDACTED] when due and owing.

b. Additionally, each Operator Party, other than an Additional Platform Provider, agrees that during each Operating Year (as defined below) during the Term it will pay to Oneida an amount equal to █% of the Net Gaming Revenue (as defined below) of such Operator Party (the "**Oneida Revenue Share**"). The Operator Parties shall pay the Oneida Revenue Share on a quarterly basis in arrears within thirty (30) days of the end of each calendar quarter.

(i) To the extent the aggregate Oneida Revenue Share received by Oneida from all the Operator Parties during any Operating Year *does not* exceed █ (the "**Annual Revenue Guaranty**"), then within 30 days of the end of the applicable Operating Year, the Operator Parties shall pay Oneida

█ (the "**Top Off Amount**").

(ii) █

(1) █

¹ █

[REDACTED]

- (iii) For purposes of this Section 4(b):
 - (1) **“Gross Gaming Revenue”** means the total of all sums wagered by players less the total of all sums actually paid out as winnings to players.
 - (2) **“Net Gaming Revenue”** means the Gross Gaming Revenue derived from such Operator Party’s Mobile Sports Wagering as reduced by and in each case: (1) government taxes levied on such Gross Gaming Revenue or associated handle, including the federal excise tax (all such taxes to be deducted as a pass-through without mark-up of any kind), (2) payment processing, charge-backs and associated costs and fees (including credit card processing fees), and out-of-pocket costs associated with checks carried out in order to attempt to verify the age, identity, or location of a potential player in accordance with laws, including whether such potential player is excluded from play (including self-exclusion) associated with such Mobile Sports Wagering, (3) player bonuses and free-play awarded or redeemed associated with such Mobile Sports Wagering, and (4) any integrity fees payable to sports leagues by such Operator Party as required by the NY Mobile Sports Betting Law or regulations of the NYGC or other sports data fees.
 - (3) **“Operating Year”** means the 12 month period beginning on the date the first Operator Party offers its Mobile Sports Wagering to potential players pursuant to NY Mobile Sports Betting Law and ending 12 months thereafter or, in the case of the last Operating Year, on the termination or expiration of this Agreement.

6. Oneida Waivers. Oneida agrees to exclusively support the Operator Parties’ Bid. If the Single Joint Bid achieves an Award and NYSGC issues a Mobile Sports Wagering License to the Operator Parties to operate Mobile Sports Wagering within New York State, Oneida agrees to:

- a. waive its exclusive geographic right to offer and conduct mobile sports wagering pursuant to Section IV of the Settlement Agreement between the Oneida Indian Nation, the State of New York, the County of Madison and the County of Oneida, dated May 16, 2013, for the Term of this Agreement; and
- b. waive its right to, and agrees not to, conduct mobile sports wagering pursuant to (i) the Indian Gaming Regulatory Act of 1988, Public Law 100-497, 25 U.S.C. § 2701 et seq. and the regulations promulgated thereunder, (ii) its 1993 Nation-State Gaming Compact with the State of New York (approved by U.S. Secretary of Interior in 1993 and ratified by the New York State Legislature in 2013) or (iii) any subsequent or separately issued Mobile Sports Wagering License during the Term of this Agreement.

The above waivers are limited in applicability solely to Oneida's operation of mobile sports wagering and shall not extend to any other operation or activity of Oneida. Further, Oneida acknowledges that the Bid will provide a representation that, if the Single Joint Bid achieves an Award, Oneida will provide the above waivers.

7. Quarterly Statement; Oneida Audit Right.

- a. Within 30 business days of the end of each quarter, each Operator Party shall provide Oneida with a quarterly operating statement relating to their Mobile Sports Wagering (the "**Quarterly Statement**"). The Quarterly Statement shall be provided electronically. Each Quarterly Statement shall report (a) the Operating Party's calculation of Gross Gaming Revenue and Net Gaming Revenue for the immediately preceding month and (b) Oneida Revenue Share for the immediately preceding month. Each Quarterly Statement will include all necessary detail and supporting documentation reasonably necessary for Oneida to confirm the calculation set forth in the Quarterly Statement.
- b. The Operator Parties will keep and maintain accurate books of account and records covering all transactions relating to the Oneida Revenue Share. Oneida is entitled, at its sole cost and expense, to (a) inspect such books and records up to two times each calendar year, upon at least 15 days' prior written notice to the Operator Party, or at any time during a calendar year for a commercially reasonable purpose related to this Agreement, by sending an authorized representative, agent, attorney or accountant to the then current business address of the Operator Party where such books and records are maintained; and (b) to make or cause such authorized representative, agent, attorney or accountant to make copies and summaries of such books and records solely for use in connection with such inspection (such books and records, and copies and summaries, will be deemed Confidential Information). If such an audit reveals that Oneida was underpaid, the applicable Operator Party(ies) shall promptly pay the amount of such underpayment to Oneida.

8. Confidentiality.

- a. Each Party acknowledges that it may receive certain Confidential Information of another Party hereunder, and that such Confidential Information is proprietary to another Party and may include trade secrets. Accordingly, during the Term and thereafter: (i) no Party shall use the Confidential Information of the other Party in any other business or capacity, other than as necessary to perform or exercise a Party's right, under this Agreement; (ii) each Party shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Confidential Information of another Party or the terms of this Agreement, except to its shareholders, partners, trustees, beneficiaries, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders and potential purchasers, but only on a "need to know" basis in connection with the rights and obligations set forth in this Agreement and subject to customary confidentiality protections; (iii) no Party shall make unauthorized copies of any portion of the another Party's Confidential Information disclosed in written, electronic or other form; and (iv) each Party shall make every effort to ensure that none of its shareholders, partners, members, trustees, beneficiaries, directors, officers, employees, agents, representatives and potential purchasers use, disclose or copy any Confidential Information of another Party, disclose any terms of this Agreement or take any other actions that are otherwise prohibited under this Section 8. Notwithstanding the foregoing, the restrictions on the use and disclosure of Confidential Information shall not apply (1) to information or techniques which are or become generally known to the public (other than through any breach of any obligation with respect to confidentiality); (2) to the extent such disclosure is required under applicable laws; (3) to information known to a Party before disclosure thereof by another Party or disclosed to such Party by a Third Party not subject to confidentiality obligations to another Party or developed by such Party without use of another Party's Confidential Information; or (4) for purposes of compliance with or enforcement of this Agreement; *provided* that, with respect to disclosures pursuant to clause (2) above, such Party agrees to promptly notify the other Part(ies) of the existence, terms and circumstances surrounding such disclosure unless prohibited by law, and exercise its reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information, and if such order or assurance is not obtained, such Party shall be permitted to disclose only such portion of the other Party's Confidential Information that it is advised by opinion of counsel is required to be disclosed.
- b. As requested by the Disclosing Party, upon expiration or any termination of this Agreement or receipt of the Award, the Receiving Party shall, and shall cause its permitted Representatives to, (i) return or destroy, as the Disclosing Party may direct, and in the manner reasonably directed by the Disclosing Party, all material in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information, and (ii) retain no copies other than copies solely to the extent, if any, in connection with any record retention policies or required by applicable Law; provided, however, that no Party will be obligated to erase Confidential Information contained in an archived computer system backup made

in accordance with such Party's security or disaster recovery procedures, provided that such archived copy will (y) eventually be erased or destroyed in the ordinary course of such Party's data processing procedures and (z) will remain fully subject to the obligations of confidentiality and security stated herein.

- c. In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party by the Receiving Party or its permitted Representatives, the Receiving Party promptly shall (i) (and in any event within five business days) notify the Disclosing Party upon becoming aware thereof; (ii) furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information of the Disclosing Party; (iii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation; and (iv) cooperate and cause its permitted Representatives to cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.
- d. For purposes of this Section 8:

“Confidential Information” means the terms of this Agreement and any confidential or proprietary information in any form emanating, directly or indirectly, from Disclosing Party, concerning or relating to Disclosing Party or the business operations of such entity, including proprietary technology and/or business plans, which information has been disclosed to the Receiving Party or its affiliates or agents, whether orally or in writing, whether or not it is designated as confidential. However, notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a unaffiliated third party who rightfully possess the information without confidential or proprietary restrictions, or (iv) was independently developed by the Receiving Party.

- (1) **“Disclosing Party”** means a Party that discloses its or its affiliates' Confidential Information to the other Party or its affiliates. In the case of Confidential Information described in clause (ii) of the definition thereof, all the Parties shall be deemed to be the Disclosing Party.
- (2) **“Receiving Party”** means a Party or its affiliates that receives Confidential Information from to the Disclosing Party or its affiliates. In the case of Confidential Information described in clause (ii) of the definition thereof, all the Parties shall be deemed to be the Receiving Party.

e. This Section 8 shall survive the expiration or termination of this Agreement for any reason.

9.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

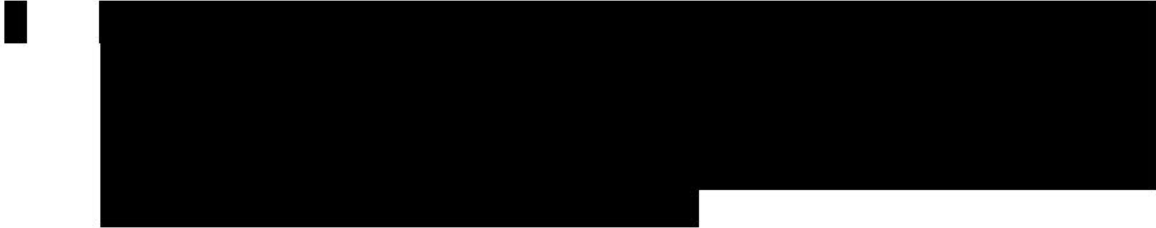
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



10. General Terms.

- a. Representations. Each Party represents and warrants that: (i) it is not prohibited by any prior agreement with any third party from entering into this Agreement and/or fully performing its obligations under this Agreement; (ii) it is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; and (iii) this Agreement is a valid, legal and binding obligation enforceable in accordance with its terms.

- b. Sovereign Immunity Waiver. Oneida hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) from any suit, action or proceeding for the limited purpose of enforcement of this Agreement. In conjunction with Oneida's limited waiver of sovereign immunity, the Parties agree that any and all controversies, claims, or disputes with anyone (including the other Party or any employee, officer, director, or shareholder of the other Party in his, her, or its capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, including any question regarding its existence, validity, or termination, as well as any challenge to a tribunal's jurisdiction, shall be resolved exclusively pursuant to the dispute resolution provisions of Section 10(e). The limited waiver and consent described in this Agreement inures solely to the benefit of Operator Parties. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or entity not a Party to this Agreement or as a waiver with respect to any such third person or entity.

Oneida expressly, irrevocably and unconditionally waives any application of the doctrine of exhaustion of tribal remedies, abstention or any similar rule of comity with respect to the Nation, or any Nation courts and agrees that it will not present any affirmative defense based on any such doctrine.


Oneida understands that adoption of an enforceable waiver of sovereign immunity is a material inducement to the Operator Parties' execution of this Agreement and is a condition precedent to any of the respective obligations of the Parties under this Agreement.

- c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral. This Agreement may not be modified, and no provision herein shall be waived, except by a written instrument signed by the Parties.
- d. Relationship of the Parties. The relationship of the Parties under this Agreement is that of independent contractors. Each Party acknowledges that it is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between the Parties. No Party is authorized to enter into contracts or agreements on behalf of any other Party or to otherwise create obligations of a Party to third parties except as required for purposes of submitting the Single Joint Bid. No Party nor any of its employees are employees of any other Party for any purpose pursuant to this Agreement.
- e. Choice of Law: Forum: Costs. This Agreement and all questions and disputes in connection herewith shall be deemed to have been made and shall in all respects be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts or choice of law principles. Subject to Section 10(b) each of the Parties (i) agrees that any legal action or proceeding arising out of this Agreement shall be brought exclusively in the state and federal courts of the State of New York (the "Permitted Court"), (ii) irrevocably submits to the exclusive jurisdiction of the Permitted Court for purposes of enforcing this Agreement, and (iii) waives and agrees not to assert (by way of motion, as a defense or otherwise) in any suit, action, proceeding or dispute properly brought or maintained before the Permitted Court in accordance with this Agreement, any claim that such Party is not subject to the personal jurisdiction of the Permitted Court or that this Agreement or the subject matter hereof may not be enforced in or by the Permitted Court. The prevailing Party in any action or proceeding related to the interpretation or enforcement of this Agreement shall be entitled to recover its expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and any appeal.
- f. Press Release. No Party shall use the name or logo of any other Party or any of its affiliates nor the fact that it is doing business with another Party, in any publicity, press release, advertising or similar activity without prior written consent from such Party.
- g. Counterparts. This Agreement is effective on the Effective Date. This Agreement may be executed in counterparts, including by facsimile or PDF, each of which shall be deemed an original and all of which together shall constitute a single Agreement.


- h. Assignment: Third Party Beneficiaries. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. No Party shall assign this Agreement without all the other Parties' prior written consent; provided, however, that following receipt of the Award and except as set forth below, each Operator Party shall have the right to assign this Agreement, without prior written consent, (i) to an affiliate or (ii) by reason of its merger, acquisition or consolidation, or to an acquirer of all or substantially all of its equity or assets, provided that such assignee has the ability to perform the obligations of the assigning Party. Notwithstanding the foregoing, except pursuant to subsection (ii), no assignment shall relieve the assigning Party of its obligations under this Agreement and any and all assignments shall be conditioned upon (A) the proposed assignee expressly assuming in writing all obligations of the assigning Party under the Agreement (B) advance written notice is provided to the other Parties, and (C) confirmation that such assignment will not result in any impact on the other Parties' continuous, uninterrupted right to conduct Mobile Sports Wagering as contemplated by the Award. Any attempt to assign this Agreement in violation of this Section 9(h) will be null and void.
- i. Injunctive Relief. The Parties recognize that a breach of this Agreement by any Party would cause irreparable damage for which recovery of money damages would be inadequate. Accordingly, each Party (other than an Additional Platform Provider) will be entitled to injunctive relief to protect its rights under this Agreement in addition to any other equitable or legal relief.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

American Wagering, Inc., a Nevada corporation

By: 
 Name: Eric Hession
 Title: Co-President, Caesars Sports

WSI US, LLC, a Nevada limited liability company

By: 
 Name: CRAIG S. BILLINGS
 Title: CEO, WIL

ONEIDA INDIAN NATION

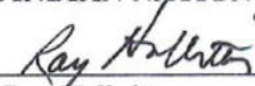
By: 
 Name: Ray Halbritter
 Title: Nation Representative

Exhibit – C



New York State Gaming Commission

Internal Controls - Draft



WSI US, LLC Organizational Charts

August 2021

The image features a dark blue background with white line-art outlines of a baseball in the top left, a football in the bottom left, and a basketball in the right. The WynnBET logo is centered, with 'Wynn' in a bold, italicized white font and 'BET' in a bold, italicized yellow font.

WynnBET



AML POLICY



**WSI US, LLC
(WynnBET)**

**Fraud Prevention
Procedures**



***New York Gaming Commission
Change Management***



Player Geolocation Check Process Document

