

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of Crown NJ Gaming Inc., DBA DraftKings

Case Nos: 2023-5,
2023-26 & 2023-89

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance, (“Assurance”) is provided to Bryan T. Cafferelli, Commissioner of the Department of Consumer Protection of the State of Connecticut (“Commissioner”), by Crown NJ Gaming Inc., DBA DraftKings (“Respondent”), pursuant to the provisions of Chapter 229b, §12-862 and Chapter 735a, §42-110j of the Connecticut General Statutes.

I. Department of Consumer Protection (“Department”) Allegations

1. Respondent is a foreign corporation with its principal place of business located at 222 Berkeley Street, 5th Floor, Boston, MA 02116.
2. Respondent holds Online Gaming Operator License No. OGO.000003 with the Department of Consumer Protection.
3. Respondent at all times relevant offered online casino gaming as defined in Connecticut General Statutes Section 12-850.
4. The Department alleges in Case Number 2023-5 that between December 2, 2022 at 3 p.m. EST through December 4, 2022 at 11:59 p.m. EST Respondent advertised and offered a “50% Casino Deposit Match” or “Casino Deposit Bonus” (collectively, the “Bonus Offers”), which it alleges violated the Regulations of Connecticut State Agencies Sections 12-865-25(e)(5) and (12), and 12-865-25(o) and Connecticut General Statutes Section 42-110b (a) and (b). Due to the alleged violations referenced above, pursuant to section 12-865-25(n) of the Regulations of Connecticut State Agencies, on December 28, 2022, the Department ordered Respondent to immediately cease all advertisements of Bonus Offers to Connecticut consumers. On January 11, 2023, pursuant to section 12-865-25(n) of the Regulations of Connecticut State Agencies, Respondent filed an administrative appeal of the Department’s December 28, 2022 order. On March 23, 2023, Respondent and the Department entered into a Tolling Agreement and Agreement to Stay, which stayed all deadlines related to Respondent’s appeal through April 24, 2023.

5. The Department alleges in Case Number 2023-26 that on February 27, 2023, the Respondent ran an additional promotional offer that violated the December 28, 2022 order to cease offering Bonus Offers from December 28, 2022 and Sections 12-865-25(e)(5) and 12-865-25(n) of the Regulations of Connecticut State Agencies and Connecticut General Statutes Section 42-110b (a) and (b).
6. The Department alleges in Case Number 2023-89 that between October 2021 through December 2023, Respondent advertised and offered multiple Bonus Offer promotions to Connecticut patrons, which it alleges violates Sections 12-865-25(e)(5), 12-865-25(e)(12), 12-865-25(o) of the Regulations of Connecticut State Agencies and Connecticut General Statutes Section 42-110b (a)and (b).

II. Respondent

1. Respondent denies all allegations in Case Nos: 2023-5, 2023-26 and 2023-89 and denies any and all liability or wrongdoing.
2. Respondent is entering into this Assurance solely for the purposes of settlement. This Assurance shall not be considered an admission of liability or wrongdoing or a violation of any law for any purpose. The Department has issued no formal charges, nor made any findings or determinations of fact or liability. To resolve this matter, Respondent agrees to abide by the terms and conditions of this Assurance.
3. The Department acknowledges that Respondent has voluntarily discontinued with no admission of fault or liability) the Bonus Offers, and all promotional mechanics of the same kind in Connecticut that offer a “Casino Deposit Bonus,” “Casino Deposit Match” or “Rollover Bonus.” To resolve this matter, Respondent agrees to abide by the terms and conditions of this Assurance.
4. The Department additionally acknowledges Respondent’s cooperation in all investigations regarding these matters. The Department also held, and Respondents attended and participated in, multiple compliance meetings pursuant to General Statutes § 4-182(c) for all three cases.

III. Provisions

IT IS AGREED THAT whether acting directly or indirectly, in connection with advertising and marketing (as those terms are defined in the Regulations of Connecticut State Agencies Section 12-865-25(b), (“Market(ing) and Advertis(ing)”) in the State of Connecticut, of any “internet game” as defined by Regulations of Connecticut State Agencies Section 12-850):

1. Respondent shall not Market and Advertise any online casino promotion offering a “bonus” or “complimentary” (as defined by Regulations of Connecticut State Agencies Section 12-865-1(8)) that requires a consumer to play through their deposit and bonus

more than one time without clearly disclosing the required play through to the patron in accordance with Section 12-865-25(o) and Section III (7).

2. Respondent shall not Market and Advertise promotion or wager that is “Free,” or use a similar term implying it is without cost to the customer, unless that promotion or wager is truly free, or meets the requirements of Section III (3).
3. If Respondent does Market and Advertise a promotion or wager that is “Free” or offer a reward for “Free,” or use a similar term implying the patron is paying nothing for the reward, Respondent must clearly and conspicuously disclose all the material terms, conditions, and obligations upon which receipt and retention of the “Free” wager or reward is contingent so as to leave no reasonable probability that the terms of the offer might be misinterpreted under the circumstances.
4. Respondent must not substitute the term “free” or “risk free” with similar words and terms as “gift,” “given without charge,” or other words or terms which tend to convey the impression to the consuming public that a promotion is without cost or risk unless that promotion or wager is truly free or meets the requirements of Section III (3).
5. If Respondent offers complimentaries to patrons that are subject to conditions in order to redeem the complimentary, Respondent must clearly disclose all conditions and limitations to the patron in accordance with Section 12-865-25(o) and Section III (7).
6. Respondent must list the type of currency of the bonus award or payout, including, but not limited to, U.S. dollars and DK dollars.
7. Respondent must:
 - a. Display the time period within which a consumer is required to use any deposit or winnings to qualify for a bonus, free bet, cash award or any other item of value in accordance with Section 12-865-25(e)(12); and
 - b. Display any other requirements for consumers to receive a bonus, free bet, cash award or any other item of value as well as any other fact of a particular promotion that is material to consumers such as: restrictions, limitations, or conditions; or any other material aspects of its performance, efficacy, nature, or central characteristics in accordance with Section 12-865-25(e)(12).

IV. Remedial Measures and Payments

1. In its Marketing and Advertising of various promotions in the State of Connecticut, Respondent shall promote its existing “[Casino Education Hub](#)” and other game tutorials regarding any deposit bonus promotions such as <https://help.draftkings.com/hc/en-us/articles/24366820566675-Video-How-to-use-Casino-Deposit-Bonuses-US>. Within six

months of the finalization of this Assurance, Respondent shall provide new customers in Connecticut with a notification upon first login to Respondent's casino website or application informing them of the availability of the tutorials at the Education Hub and the ability to opt out of future similar notifications. Respondent shall repeat such notification every three months or until the customer affirmatively opts out. Within three months of the finalization of this Assurance, Respondent shall provide to the Department for approval a draft proposal of this process, including screenshots, language, font size, font color and background for both computer and mobile phone contexts, that include the opt out option.

2. Respondent's Marketing and Advertising personnel who work on Connecticut Marketing and Advertising shall undergo yearly training related to Connecticut laws related to marketing and advertising, specifically Regulations of Connecticut State Agencies Sections 12-865-25, Connecticut General Statutes Section 42-110b(a) and (b).
3. Respondent agrees to pay the Department of Consumer Protection the amount of \$50,000 (fifty thousand dollars). This payment will be deposited into the Department's Consumer Protection Enforcement Fund Account (#35125), for use in consumer complaint resolution programs, consumer education, consumer protection enforcement, and litigation.
4. Respondent agrees to voluntarily refund the total amount of **\$3,011,766.77** (three million eleven thousand seven hundred sixty-six dollars and seventy-seven cents) (the "Payment Amount") to 7075 Connecticut patrons who participated in the Bonus Offers or similar promotions between October 19, 2021 – January 4, 2023 (collectively, the "Patrons" or individually a "Patron"), in the amounts listed in Appendix A. If a Patron has already been voluntarily refunded by Respondent for their participation in the Bonus Offers prior to the finalization of this Assurance, such Patron shall be excluded and the corresponding refund amount deducted from the Payment Amount. Within sixty (60) business days of the finalization of this Assurance, Respondent shall make the Payment Amount as follows:
 - a. If a Patron has an active account with Respondent, payment shall be made by deposit into the Patron's account and shall be immediately withdrawable to any valid payment method of the Patron's choosing linked to the Patron's account. If a Patron no longer has an account with Respondent or is an Excluded Person as defined by Section 12-865-1(23), Respondent shall issue payment by check to the last address associated with the Patron's account, unless instructed otherwise by the Patron. Respondent shall exercise reasonable efforts and due diligence to attempt to make payment, including using standard address search methodologies and promptly attempting to re-mail all returned checks at least once.

- b. Within sixty (60) business days of the finalization of the Assurance, Respondent must email to the last known email address of each Patron receiving payment a written notice, in a form approved by the Department, stating that:
 - i. DraftKings operates online casino gaming in the State of Connecticut;
 - ii. DraftKings has entered into an agreement with the Connecticut Department of Consumer Protection regarding a promotion associated with its online casino gaming;
 - iii. This payment is being provided pursuant to the agreement with the Connecticut Department of Consumer Protection;
 - iv. If payment is made by check: that the check will be sent to the last address associated with the Patron's account, unless instructed otherwise by the Patron, and if the consumer does not accept payment within ninety (90) days after the check is issued, the check will expire; and
 - v. Respondent shall retain all funds from expired payments for one (1) year and shall reissue a check to any Patron listed in Appendix A who contacts Respondent within this time period.
 - c. One hundred and eighty (180) days after the finalization of the Assurance, Respondent shall notify the Department of any Patron eligible to receive payment that it is aware has not cashed a check or has otherwise not received payment by sending written notification to the Department at Division of Consumer Protection, Legal Division, at Julie.datres@ct.gov and DCP.Legal@ct.gov. The written notification shall include the mailing address of each such Patron, all other contact information of each such Patron in Respondent's possession, and the methods used by the Respondent to contact such Patron. The Department reserves the exclusive right to determine how to ensure any unclaimed payment is ultimately realized, including, without limitation, compelling Respondents to send additional communications to such Patrons to attempt payment if Respondent has not attempted to re-mail payment in accordance with Section IV(4)(a), or ordering that an unclaimed restitution payment be reduced to a monetary settlement in a sum equal to any unclaimed payment, or the transfer of the unclaimed asset to custody of the Connecticut Office of the Treasurer to be designated officially as unclaimed property.
5. There is no private right of action, explicit or implicit, created by this Assurance however nothing in this Assurance, explicit or implicit affects any private right of action a consumer may have independent of this Assurance, save and except to the extent a Patron has received payment.

V. Compliance Reports and Distribution of Agreement

A. Annual Compliance Reporting: Beginning in January 2026, Respondent shall submit an annual compliance report to the Department by January 31 of each year for five (5) years. In each annual report, Respondent shall:

1. Provide an accounting of payment (as set forth above in Section IV) issued including the number of Patrons to whom checks were issued, the total amount of payment from those checks, the number of Patrons Respondent has been unsuccessful in locating, and the total amount of unsuccessful payments made.
2. Provide data as to how many new Connecticut customers Respondent had for the reporting year and of those new customers, how many opted out of completing the educational tutorials referenced in Section IV above.
3. Provide a list of all applicable Marketing and Advertising personnel who have completed the training referenced in Section IV above during the reporting period, including names, titles, and dates of training.
4. Attest that Respondent has maintained a copy of all advertising, marketing and other promotional materials intended to promote any gaming in Connecticut in compliance with the Regulations of Connecticut State Agencies Section 12-865-25(c).
5. Provide copies of 25, or all if fewer than 25, banner, social media, print, television, and radio advertisements run in the Connecticut market for online casino game promotions on January 15, April 15, July 15, and October 15 of each year.
6. Attest that Respondent has maintained a copy of all consumer complaints received related to the Respondent's marketing, advertising, or promotions in Connecticut in compliance with Regulations of Connecticut State Agencies Section 12-865-26(a).
7. Provide a log regarding the Connecticut consumer complaints related to Marketing and Advertising for the reporting year which includes the number of complaints broken down by month and a synopsis of the complaint and its resolution, if any.

B. Delivery of Agreement: Respondent shall deliver a copy of this Agreement to:

1. Legal staff who regularly deal with matters related to the State of Connecticut,
2. All employees having managerial responsibilities for advertising and marketing in the State of Connecticut.

Delivery must occur within twenty (20) business days of the effective date of this Agreement for current personnel. For all others, delivery must occur within the first ten (10) business days of assuming their responsibilities. This obligation shall continue for five (5) years after the issuance date of this Assurance.

C. Training: Following the Delivery of the Assurance, Respondent shall:

1. Complete training annually starting in 2026 for all employees identified to receive the Assurance. The training may be either a live presentation or online training course of approximately one (1) hour in length. Training shall include the following topics:
 - a. The Agreement terms;
 - b. Prohibited Marketing and Advertising practices in Connecticut; and
 - c. Connecticut Marketing and Advertising Regulation and Unfair Trade Practices Act, Regulations of Connecticut State Agencies 12-865-25 and Conn. Gen. State. Ch. 735a, §§ 42-110a and 42-110b.
2. Respondent shall provide to the Department a copy of the annual training materials at least one week in advance of each training.

Any submission to the Department required by this Assurance shall be submitted with an accompanying attestation, stating: “I attest that to the best of my knowledge and belief, based on the information provided to me, that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature. Respondent shall notify the Department within 24 hours of the Respondent identifying an error within any submission to the Department required by this Assurance. Only errors made in bad faith shall be considered a potential violation of the terms of this Assurance.

Unless otherwise directed by a Department representative in writing, all submissions to the Department pursuant to this Assurance must be emailed to legal.dcp@ct.gov with a copy to dcp.gaming@ct.gov

The subject line must begin: Gaming Case Nos. 2023-5, 2023-26, 2023-89

VI. Enforcement

Except as specified in Section VII(5), in the event of any violation of the terms of this Assurance, the Commissioner may proceed as provided in General Statutes Sections 42-110d and 42-110e or may request that the Attorney General apply in the name of the state to the Superior Court for relief from such violation consistent with General Statutes section 42-110m, as amended by PA 24-101.

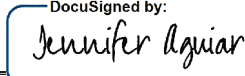
VII. Acknowledgement and Effective Dates

IT IS FURTHER AGREED THAT:

1. Upon the acceptance of this Assurance, the Commissioner shall close these matters as fully and finally settled. This Assurance resolves any and all issues concerning Respondent's Advertising and Marketing of any internet game in Connecticut between October 2021 through December 2023 that the Department knew or should have known based on its inquiries to Respondent through the effective date of this Assurance. The parties acknowledge by the execution hereof that this Assurance constitutes a complete resolution of the allegations in Gaming Case Nos. 2023-5, 2023-26 and 2023-89.
2. This Assurance shall not become part of the official record unless and until it is accepted by the Commissioner.
3. This Assurance shall become binding upon acceptance and approval by the Commissioner.
4. This Assurance represents the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance which are not fully expressed herein or attached hereto.
5. Before initiating any proceeding to enforce this Assurance, the Commissioner shall provide at least forty-five (45) calendar days written email notice to Respondent to provide it an opportunity to cure any alleged breach.
6. The acceptance of this Assurance shall not be deemed in any way to waive the right of the Commissioner of Consumer Protection to take any and all appropriate action pursuant to his powers under Chapter 229b of the Connecticut General Statutes.

For the Respondent
Crown NJ Gaming Inc. dba DraftKings

Dated: 6/27/2025 | 3:48 PM EDT

By:  DocuSigned by:
Crown NJ Gaming Inc. dba DraftKings
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Accepted and approved this 7th day of July, 2025


Bryan T. Cafferelli
Commissioner