



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



July 1, 2021

Ms. Paula L. Hart
Director
Office of Indian Gaming
U.S. Department of the Interior
1849 C Street, NW
Mail Stop 3543 MIB
Washington, DC 20240

Dear Ms. Hart:

The Oneida Nation submits for review the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991, dated July 1, 2021. Please find enclosed for your review:

1. Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991, dated July 1, 2021, original and executed by Chairman Tehassi Hill, for the Oneida Nation, and Governor Evers, for the State of Wisconsin.
2. Oneida Nation resolution, dated June 30, 2021, certifying the Nation approves, in accordance with its laws, the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991.
3. Certification from the Governor Office that the Governor of Wisconsin has the authority to execute and enter into the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991.
4. A copy of the Oneida Nation Sports Wagering minimum internal control standards ("MICS"). This chapter of the MICS is referenced throughout the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact, including the new Article XVIII (Event Wagering) therein.

Thank you in advance for your review of our compact amendment. Please contact my office if you have questions, comments, or need additional material. I may be reached at thill7@oneidanation.org or (920) 869-4389.

Best Regards,

Tehassi tasi Hill, Chairman
Oneida Nation

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # 06-30-21-D Approving Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** The Oneida Business Committee is responsible for entering into agreements or compacts with the State under the Indian Gaming Regulatory Act pursuant to the Oneida Nation Gaming Ordinance, Section 501.5-1; and
- WHEREAS,** At the direction of the Oneida Business Committee, representatives of the Nation, including Gaming Management, have negotiated a third amendment to the Oneida Nation/State of Wisconsin Gaming Compact of 1991; and
- WHEREAS,** The Nation and the State have reached an agreement as to the content of the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991, provided that non-substantive and clerical revisions may still occur; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby authorizes Chairman Tehassi Hill to approve and execute, on behalf of the Nation, the final form of the Third Amendment to the Oneida Nation and the State of Wisconsin Gaming Compact of 1991.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 8 members were present at a meeting duly called, noticed and held on the 30th day of June, 2021; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 1 members not voting*; and that said resolution has not been rescinded or amended in any way.


Lisa Liggins, Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

**THIRD AMENDMENT TO THE ONEIDA NATION
AND STATE OF WISCONSIN
GAMING COMPACT OF 1991**

This Agreement ("Agreement") is entered into by and between the Oneida Nation, a sovereign Indian Nation, (the "Nation") and the State of Wisconsin (the "State") (collectively, the "parties"), and shall become effective immediately upon execution by the parties and approval by the United States Department of the Interior.

WHEREAS, Section XXX of the Oneida Nation and the State of Wisconsin Gaming Compact of 1991 (the "Compact") provides that it may be amended upon the written agreement of both parties; and

WHEREAS, the parties amended the Compact on May 8, 1998 and again on April 25, 2003; and

WHEREAS, the parties believe that it is in their mutual interests to amend the Compact in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties do hereby agree to amend the Compact as set forth below:

1. Section III(H) is amended to delete the words "Tribe or", and throughout the Compact all references to "Oneida Tribe of Indians of Wisconsin" are deleted and replaced with "Oneida Nation", and all references to "Tribe" (except as used in the phrases "Indian Tribe", "Wisconsin Indian Tribe", "compacting Tribe", and "tribe" or "tribes" with a lower case "t") are deleted and replaced with "Nation".
2. Article III is amended by adding the following section:
 - K. "Third Amendment" means the Amendments to the Oneida Nation and State of Wisconsin Gaming Compact of 1991 executed on July 1, 2021.
3. Subsection IV(A)(12) is deleted in its entirety and replaced with the following:
 12. Event wagering. "Event wagering" means accepting wagers on the outcomes of, and occurrences within, sports and non-sports games, competitions, and matches, but shall not include parimutuel wagering on horse, harness, or dog racing events;
4. Section IV(A) is amended by adding the following subsection:
 13. Any other game involving prize, chance, and consideration that is played on tables or electronic or mechanical devices.

5. Section VII(A) is amended by adding the following subsections:

6. Event wagering services and goods contracts, including but not limited to agreements for event wagering systems, event wagering risk management services, betting line services, and hardware and software used for purposes of placing event wagers.
7. Contracts for geolocation, geotracking, or geofencing services for purposes of tracking the location of customers using remote wagering devices.

6. Articles XVIII through XXX are renumbered as Articles XIX through XXXI respectively.

7. A new Article XVIII is created to read as follows:

XVIII. EVENT WAGERING.

- A. Event wagers placed using remote wagering devices shall be placed only from locations permitted by the Nation's minimum internal control standards governing event wagering.
- B. Event wagers shall be placed only on permitted events as set forth in the Nation's minimum internal control standards governing event wagering.
- C. If the State legalizes event wagering on an event or events not included as permitted events in the Nation's minimum internal control standards, the Nation's minimum internal control standards shall be deemed to include such event or events as permitted events and the Nation may, upon written notice to the State, offer event wagering pursuant to the Compact on such event or events. Promptly thereafter the Nation and the State shall negotiate in good faith to amend the Nation's minimum internal control standards to reflect the addition of the new event or events.
- D. If the State legalizes event wagering which allows a customer located outside of land owned by a Wisconsin Indian Tribe or held in trust by the federal government for the benefit of a Wisconsin Indian Tribe to place an event wager through the use of a remote wagering device, upon written notice to the State the Nation's minimum internal control standards shall be deemed to allow a customer to place event wagers using a remote wagering device located within Tribal lands as defined in Section III(G) above. Promptly thereafter the Nation and the State

shall negotiate in good faith to amend the Nation's minimum internal control standards to reflect the change.

- E. If the State enters a Tribal-State gaming compact or gaming compact amendment with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which allow event wagering on an event or events not included as permitted events in the Nation's minimum internal control standards, or if the Secretary of the United States Department of the Interior prescribes procedures for another Wisconsin Indian Tribe pursuant to section 11((d)(7)(B)(vii) of the Act which allow event wagering on an event or events not included as permitted events in the Nation's minimum internal control standards, the Nation's minimum internal control standards shall be deemed to include such event or events as permitted events and the Nation may, upon written notice to the State, offer event wagering on such event or events. Promptly thereafter the Nation and the State shall negotiate in good faith to amend the Nation's minimum internal control standards to reflect the addition of the new event or events.
- F. If the State enters a Tribal-State gaming compact or gaming compact amendment with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which allow event wagering through the use of remote wagering devices under terms more favorable than those set forth in the Nation's minimum internal control standards, including but not limited to permitted locations, or if the Secretary of the United States Department of the Interior prescribes procedures for another Wisconsin Indian Tribe pursuant to section 11((d)(7)(B)(vii) of the Act which allow event wagering through the use of remote wagering devices under terms more favorable than those set forth in the Nation's minimum internal control standards, including but not limited to permitted locations, upon written notice to the State the Nation's minimum internal control standards shall be deemed to include such more favorable terms and the Nation may conduct event wagering through the use of mobile wagering devices under such more favorable terms. Promptly thereafter the Nation and the State shall negotiate in good faith to amend the Nation's minimum internal control standards to reflect the change.
- G. If the State enters a Tribal-State gaming compact or compact amendment with another Wisconsin Indian Tribe, or enters an agreement with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which provide for a different procedure or procedures than set forth in the Nation's minimum internal control standards for adding permitted events for event wagering, upon notice to the State the Nation's minimum internal control standards shall be deemed to include such different procedure or procedures and shall replace the existing procedure or procedures in

the minimum internal control standards. Promptly thereafter the Nation and the State shall negotiate in good faith to amend the Nation's minimum internal control standards to reflect the change.

- H. Promptly, but no later than ten (10) business days after entering a Tribal-State compact or compact amendment with another Wisconsin Indian Tribe, or entering an agreement with another Wisconsin Indian Tribe, or agreeing to minimum internal control standards with another Wisconsin Indian Tribe, which address permitted events for event wagering and/or permitted locations for remote wagering and/or procedures for adding permitted events for event wagering, the State shall provide written notice to the Nation together with a copy of such compact, compact amendment, agreement, and/or minimum internal control standards.
- I. Both the Nation and the State have legitimate interests in protecting the integrity of events subject to event wagering.
8. Subsection XIX(B)(1) (formerly XVIII(B)(1)) is amended to replace the reference to "par. B.2. and sec. XXIII" with "subsection (B)(2) and Article XXIV".
9. Section XXI(B) (formerly XX(B)) is amended to replace the reference to "section XXII" with "Article XXIII".
10. Section XXI(C) (formerly XX(C)) is amended to replace the reference to "section XXII" with "Article XXIII".
11. Section XXIII(A) (formerly Section XXII(A)), is amended to read as follows:
- Negotiation. If either the Nation or the State believes the other has failed to comply with the requirements of this Compact or the minimum internal control standards, or if a dispute arises over the proper interpretation of any provision of this Compact or any provision of the minimum internal control standards, then either may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Compact or minimum internal control standards in dispute and specifying in detail the factual basis for any alleged non-compliance or the interpretation of the provision of the Compact or minimum internal control standards. Within twenty (20) days of service of such notice, representatives designated by the Governor of Wisconsin and the Chairperson of the Nation shall meet in an effort to resolve the dispute through negotiation.
12. Section XXIII(B) (formerly Section XXII(B)), is amended to read as follows:
- Mediation. If either the Nation or the State believes the other has failed to comply with the requirements set forth in this Compact or in the minimum internal control

standards, or if there is a dispute over the proper interpretation of any provision of this Compact or any provision of the minimum internal control standards, the Nation and the State may agree in writing to settle the dispute by non-binding mediation.

13. The first paragraph of Section XXIII(C) (formerly Section XXII(C)), is amended to read as follows:

Arbitration. Arbitration pursuant to this Section shall be the sole mechanism for resolving disputes arising under Articles V, VII, VIII, IX, XI, XII, XIII, XIV, XX, and XXXI of this Compact, unless the Nation and the State agree in writing to another form of dispute resolution. Disputes arising under Articles IV, XXIV, and XXXII of this Compact shall not be subject to arbitration, except for disputes regarding claims for monies owed by the State to the Nation under Article XXXII which shall be subject to arbitration upon written demand for arbitration by the Nation. Proposed amendments to this Compact shall not be subject to arbitration.

14. Section XXIV(A) (formerly XXIII(A)) is amended to replace the reference to "Section XIX(B)" with "Section XX(B)".

15. Subsection XXIV(B)(3) (formerly XXIII(B)(3)) is amended to replace the references to "Subsection XXII(C)(8)" with "Subsection XXIII(C)(8)".

16. Subsection XXXI(B)(1) (formerly XXX(B)(1)) is amended to replace the reference to "Article XXII" with "Article XXIII".

17. Subsection XXXI(B)(2) (formerly XXX(B)(2)) is amended to replace the reference to "Article XXII" with "Article XXIII".

18. Section XXXIV(A) is amended as follows:

- a. Replace the reference to "Sections XXV(B) and (C)" with "Sections XXVI(B) and (C)";
- b. Replace the reference to "Articles XXV(B) and XXXII(A)" with "Sections XXVI(B) and XXXII(A)"; and
- c. Replace the reference to "Article XXII" with "Article XXIII".

19. Section XXXIV(B) is amended as follows:

- a. Replace the reference to "Section XXV(B)" with "Section XXVI(B)"; and
- b. Replace the reference to "Article XXII" with "Article XXIII".

20. Section XXXIV(C) is amended to replace the reference to "Section XXV(B)" with "Section XXVI(B)".

21. Section XXXV(E) is deleted in its entirety and replaced with the following:

E. Amendment.

1. Amendments to minimum internal control standards not relating to event wagering or remote wagering shall be made pursuant to the procedure set forth in this paragraph. The Nation shall submit a copy of any amendments to the rules of play or minimum internal control standards to the Department within fourteen (14) days of adoption. Within thirty (30) days of receipt of such amendment, the Department shall submit any objection it may have to such amendment to the Nation by serving a written notice of objection on the Nation. All such objections shall be based upon the criteria set forth in Subsection (D)(3) above, and the notice of objection shall state with specificity the reasons therefor with reference to such criteria. The Nation may continue to utilize any amended rule or standard subject to objection by the Department while the procedures set forth in Section (D) above are completed. The State may propose new areas to be subject to the minimum internal control standards. Such proposals shall include a written justification for the new minimum internal control standards and a draft of the proposed minimum internal control standards which address the issues raised in the statement of justification. Such proposals shall be subject to the provisions of this Article, including the timeframes for response and consultation pursuant to Section (C), and the arbitration procedures pursuant to Section (D).
2. Except as otherwise provided in Article XVIII, amendments to minimum internal control standards relating to event wagering or remote wagering shall be made only by mutual agreement of the parties. The Nation may propose amendments to the Nation's minimum internal control standards governing event wagering and/or remote wagering at any time. The Nation and the State shall enter into good faith negotiations regarding such proposed amendments within thirty (30) days of the State's receipt of the proposed amendments, except that the State shall have no obligation to negotiate regarding proposed amendments to minimum internal controls governing events occurring in Wisconsin or involving Wisconsin teams that do not occur on land owned by the Nation or held in trust for the Nation by the federal government. Disputes regarding the obligation to negotiate in good faith under this provision may be resolved under the provisions of Article XXIV (formerly Article XXIII).

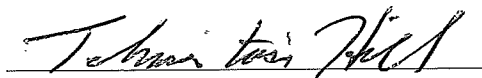
22. Section XXXVI(B) is deleted in its entirety and replaced with the following:

B. The Nation shall submit the following to the Department on a monthly basis, in an electronic format determined in the reasonable discretion of the Nation, not later than fourteen (14) days after the conclusion of each calendar month:

1. Daily revenue information for table games: type of table game, table number, shift, opening inventory, fills, credits, adjustments, closing inventory, drop, and win/loss; and
2. Daily revenue information for event wagering: the total amount of all wagers received less voided or canceled wagers and amounts paid out for winning wagers and the total amount of the write on events or games that occur during the month or will occur in subsequent months, less gaming payouts.

ONEIDA NATION

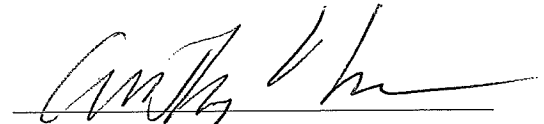
STATE OF WISCONSIN



Tehassi Tasi Hill

Chairman

Date: 7-1-2021



Anthony S. Evers

Governor

Date: 7/1/2021

Consistent with 25 U.S.C.A. Sec. 2710(d)(8), the Third Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991, dated _____, 2021, is hereby approved on this _____ day of _____, 2021, by the Assistant Secretary – Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR



A good mind. A good heart. A strong fire.

Oneida Gaming Commission
P.O. Box 79
Oneida, WI. 54155
1-800-497-5897
(920) 497-5850
FAX: (920) 490-8048

To: Chairman Tehassi Hill, Oneida Business Committee
From: Chairman Mark Powless, Oneida Gaming Commission
Date: June 28, 2021
Re: Approval of Chapter 8 Sports Wagering MICS

Chairman Hill,

The Oneida Gaming Commission approved Chapter 8 of OGMICS entitled "Sports Wagering" June 28, 2021. Please contact the Oneida Gaming Commission if your office has any questions.

Mark A Powless Sr.

Oneida Gaming Commission-Chairman

Chapter: 8
Sports Wagering
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(a) Definitions. As used in this regulation:

- (1) “Account wager” means an event wager placed using a wagering account.
- (2) “Agent” means a person authorized by the Nation, Oneida Gaming Commission, or Tribal Gaming Management to make decisions or perform tasks on behalf of the Gaming Operation.
- (3) “Alteration” means the alteration of any accounting, reporting or significant event data.
- (4) “Amateur event” means an event in which participants are not permitted to receive a salary, prize money, or other similar monetary compensation for their participation, except that they may be compensated in the form of: trophies or medals; waived entry

- (17) “Nation” means the Oneida Nation of Wisconsin, its authorized officials, employees, agents, and representatives.
- (18) “Wisconsin OIGRC” means the State of Wisconsin’s Office of Indian Gaming and Regulatory Compliance or any successor Wisconsin regulatory authority.
- (19) “Olympic event” means an event played as part of the summer or winter Olympics.
- (20) “Payout” means the total payment due on a winning wager whether or not:
- i) The customer collects the total payment due at one time;
 - ii) All or a portion of the payment due is made in the form of cash, chips, or other form of payment; or
 - iii) All or a portion of the payment due is used by the customer to place another wager.
- (21) “Professional event” means an event that is not an amateur event and which is regulated by an official governing body.
- (22) “Point-of-sale wagering station” means a desk or counter located in a building where Class III gaming is permitted and that is staffed by an agent for the purpose of accepting wagers.
- (23) “Remote wagering device” means a device operated using either an in-venue wireless network or the Internet that converts communications from the event wagering system into a human interpretable form and converts human decisions into a communication format understood by the event wagering system, and the use of which can be limited using geolocation. Examples of a remote wagering device include a personal computer, mobile phone, tablet, etc.
- (24) “Self-service wagering kiosk” means a stationary electronic device located in a building where Class III gaming is permitted and that may be used by a customer to place a wager without the direct assistance of an agent, and if supported, may be used for redemption of winning wager records.
- (25) “Suspicious Transactions” has the meaning set forth in section (l) regarding reports of suspicious transactions.
- (26) “Wagering account” means an electronic ledger administered by the Gaming Operation for use by, and that is accessible to, a customer for purposes of placing wagers and recording deposits and withdrawals of funds used for purposes of placing wagers. The

- (i) The Nation shall submit a written request to the Wisconsin Division of Gaming or its successor setting forth the event for which the Nation requests approval to offer wagering.
 - (ii) Within twenty-one (21) days of receiving the request, the State shall notify the Nation in writing whether it approves or objects to the request.
 - (iii) If the State approves the request, the Nation shall be permitted to offer wagering on the event and the State and the Nation shall promptly thereafter memorialize their agreement by amending subsection (1) to include the event.
 - (iv) For requested events occurring within Wisconsin or involving Wisconsin-based teams, that do not occur on land owned by the Nation or held in trust for the Nation by the federal government, the State may object to the request for any reason and the Nation shall not be permitted to offer wagering on the event. The State's decision shall not be subject to challenge through arbitration or otherwise.
 - (v) For requested events not occurring within Wisconsin and not involving Wisconsin-based teams, or events that occur on land owned by the Nation or held in trust for the Nation by the federal government, the State may object to wagering on the event only if the State presents evidence that there is a significant risk of improper manipulation of the event's outcome or activities within the event. All disputes regarding the State's objections that cannot be resolved informally shall be resolved through arbitration pursuant to Section XXIII(C) of the Compact. The issue for decision by the arbitration panel shall be whether the preponderance of the evidence supports the State's objection.
- (5) The Nation shall not offer wagering on events that are not permitted or approved pursuant to this section or deemed to be included within this section as permitted events pursuant to Sections XVIII(C), (E), or (G) of the Compact.
- (6) Prohibited Events. Wagers shall not be accepted for prohibited events. All events that are not permitted events are prohibited events.
- (c) Event Wagering System Technical Requirements.** Wagering on events shall only be conducted through the event wagering system. The event wagering system shall meet the following requirements:
- (1) Testing and Approval by an Independent Gaming Testing Lab. The event wagering system shall be tested and approved by an independent gaming testing lab that has been approved by Wisconsin OIGRC and which at a minimum complies with and tests to the standards from GLI-33: Standards for Event Wagering Systems sections 2.2.1.; 2.2.2.; 2.3.2.; and 2.3.3.

communications between the wagering station and the event system, or other components that are needed to ensure proper operation of the software. In the event of a failed authentication (i.e., program mismatch or authentication failure), the software shall prevent wagering operations and display an appropriate error message.

- (4) Removal, Retirement and/or Destruction. Procedures shall be implemented to ensure the proper retirement and removal of all wagering stations from operation.

(f) Permitted locations, remote wagering device operation, security requirements, and geolocation requirements.

- (1) Permitted Locations for Remote Wagering. A customer may place a wager using a remote wagering device only when the remote wagering device is located on a parcel of land that: (a) is owned by the Nation or held in trust by the United States for the benefit of the Nation within the Reservation boundaries; (b) contains a commercial building owned by the Nation or a lessee of the Nation, or is adjacent to a parcel of land which contains a commercial building owned by the Nation or a lessee of the Nation; and (c) has been approved as a permitted location for remote wagering by the Oneida Gaming Commission. The Nation will provide the State ten (10) days advance written notice of each permitted location prior to accepting remote wagers from customers from such location. The location and use of remote wagering devices shall be monitored and restricted as set forth in subsection (8). The Oneida Gaming Commission shall maintain a comprehensive list of all permitted locations identifying each permitted location by parcel number and shall provide a copy of the list to the Wisconsin Division of Gaming upon request and within ten (10) days of updating or amending the list.
- (2) Wagering Account Requirement. Customers placing wagers from a remote wagering device must have a wagering account.
- (3) Secure and Confidential Communications. Communication between a remote wagering device and the event wagering system must be conducted using a method that securely links the remote wagering device to the event wagering system, maintains the confidentiality of the communications, and authenticates both the remote wagering device and the event wagering system as authorized to communicate over that link.
- (4) Authorization Information.
 - (i) The event wagering system shall require an account holder to re-enter his or her password/pin and/or biometric authentication after 15 minutes of inactivity, as measured by the event wagering system.
 - (ii) The event wagering system shall disable the account after three failed login attempts and require multi-factor authentication to recover or reset a password or username.

(B) An entry shall be recorded in a time stamped log any time a location violation is detected, including the unique player ID and the detected location.

(ii) In addition, the geolocation service shall comply with GLI-33: Standards for Event Wagering Systems sections 2.7.2., 2.7.3., 2.7.4.(b)(c)(d) and (e). Revisions to GLI-33 sections referenced herein shall be treated as an amendment to these OGMICS and shall be made subject to the provisions in Article XXXV of the Compact.

(g) Issuance and control of wagering tickets.

(1) Immediately upon accepting a wager, other than an account wager, the event wagering system shall create and issue to the customer a wagering ticket containing at least the following written information:

- (i) name of the event(s) or event market(s) wagered on;
- (ii) amount(s) wagered;
- (iii) terms of wager (type of bet and total take);
- (iv) name, phone number, city and state of Tribal Gaming Management;
- (v) a unique transaction identifier;
- (vi) date and time the ticket was issued;
- (vii) the cashier or kiosk generating the ticket; and
- (viii) the redemption period for the ticket (which shall not be less than sixty (60) days after the occurrence of the event) and instructions for redemption by mail.

(2) When accepting a wager through a wagering account, the event wagering system shall create and issue to the customer an e-wagering ticket containing at least the following written information:

- (i) name of the event(s) or event market(s) wagered on;
- (ii) amount(s) wagered;
- (iii) terms of wager (type of bet and total take);
- (iv) a unique transaction identifier; and

Gaming Management for a period of seven (7) years.

- (5) After the conclusion of the event all winning betting tickets shall be honored for the redemption period printed on the betting ticket, which shall be at least sixty (60) days from the date of the event.

(j) Persons Prohibited and/or Limited from Placing Wagers.

- (1) Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:

- (i) athletes participating in the event; and

- (ii) employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

- (2) Tribal Gaming Management shall take reasonable steps to prevent the circumvention of this prohibition, which shall be satisfied by creating and following procedures to implement a blocked bettor list including all persons included in subsection (1), the names of whom may be provided by any athletic team or governing body involved in events for which Tribal Gaming Management accepts wagers. Tribal Gaming Management shall update the blocked bettor list within ten (10) days of receipt of new information from a team or governing body.

- (3) Tribal Gaming Management may implement customer self-imposed and Tribal Gaming Management-imposed limits and exclusions.

- (k) Wagers or Payouts in Excess of \$3,000.** Wagers and payouts in excess of \$3,000 shall only be placed and received by customers with an active wagering account as set forth in section (v) of these OGMICS.

(l) Reports of Suspicious Transactions.

- (1) As used in this section, “suspicious transaction” means any transaction that Tribal Gaming Management or an agent knows or has reason to suspect:

business record equivalent of any supporting documentation for a period of seven (7) years from the date of filing the report. Supporting documentation shall be identified and maintained by Tribal Gaming Management as such and shall be deemed to have been filed with the report. Tribal Gaming Management shall make all supporting documentation available to the Oneida Gaming Commission, the Wisconsin OIGRC, and any other appropriate regulatory and law enforcement agencies upon request.

(7) Tribal Gaming Management and its agents shall not notify any person involved in the transaction that the transaction has been reported. Any report, whether written or oral, does not impose liability for defamation or constitute a ground for recovery in any civil action.

(8) Tribal Gaming Management may cancel or suspend wagering on events related to any suspicious transaction report as set out in the house rules.

(m) Rules of Play for Event Wagering. Comprehensive rules of play governing event wagering transactions with customers shall be conspicuously displayed at all gaming operations. All rules of play must be approved by the Oneida Gaming Commission and submitted to Wisconsin OIGRC in accordance with the Oneida Nation's Gaming Compact Article XXXV.A. prior to implementation. The rules must specify the following at a minimum:

- (1) the types of wagers offered, including payout information;
- (2) rules governing acceptance of wagers, which shall include any restrictive provisions such as minimum and maximum wager amounts to be paid on winning wagers;
- (3) effect of schedule or event location changes;
- (4) when the event result is considered official for purposes of a wager;
- (5) redemption period for winning tickets;
- (6) the method of noticing odds or line changes to customers;
- (7) procedures for handling incorrectly posted events, odds, wagers, or results;
- (8) the policy regarding cancellation of wagers by the customer, including whether cancellations by the customer are permitted;
- (9) that wagers may be accepted at other than the currently posted terms, if applicable; and
- (10) identification requirements for customers placing wagers.

(n) Layoff Wagers and Gross Revenue Computations. Tribal Gaming Management, in its

(q) Transaction log or account statement. The system must be able to provide wagering account holders with an electronic record history of all transactions upon request. The information provided shall include sufficient information to allow the customer to reconcile the statement or log against their own financial records. Information to be provided shall include at a minimum, details on the following types of transactions:

(1) financial transactions (time stamped with a unique transaction ID):

- (i) deposits to the customer's wagering account;
- (ii) withdrawals from the customer's wagering account;
- (iii) promotional or bonus credits added to/removed from the customer's wagering account (outside of credits won in wagering); and
- (iv) manual adjustments or modifications to the customer's wagering account (e.g., due to refunds).

(2) wagering transactions:

- (i) unique identification number of the wager;
- (ii) date and time the wager was placed;
- (iii) date and time the event started and ended or is expected to occur for future events (if known);
- (iv) date and time the results were confirmed (blank until confirmed);
- (v) any customer choices involved in the wager, including market and line postings, wager selection, and any special condition(s) applying to the wager;
- (vi) results of the wager (blank until confirmed);
- (vii) total amount wagered, including any promotional/bonus credits (if applicable);
- (viii) total amount won, including any promotional/bonus credits (if applicable);
- (ix) commission or fees collected (if applicable); and
- (x) the date and time the winning wager was paid to the player.

(r) Reporting Requirements. The event wagering system shall be able to generate the following types of reports:

(1) Operator Revenue Report. An operator revenue report must contain, at a minimum, the following information for each event as a whole and for each individual market within that event:

- (i) the date and time each event started and ended;

- (iii) wagers placed prior to the gaming day for events occurring on that gaming day (total and by wager);
- (iv) wagers placed on the gaming day for events occurring on that gaming day (total and by wager);
- (v) wagers cancelled on the gaming day (total and by wager); and
- (vi) event and market identifiers.

(5) Significant Events and Alterations Report.

- (i) A significant events and alterations report must contain, at a minimum, the following information:
 - (A) date and time of each significant event or alteration;
 - (B) event/market identifier, if applicable;
 - (C) identification of user(s) who performed and/or authorized each alteration;
 - (D) reason/description of the significant event or alteration, including any data or parameters altered;
 - (E) data or parameter value prior to alteration; and
 - (F) data or parameter value after alteration.
- (ii) A “significant event” includes the following:
 - (A) a failed login attempt;
 - (B) a program error or authentication mismatch;
 - (C) significant periods of unavailability of any critical component of the event wagering system;
 - (D) large wins (single and aggregate over defined time period) in excess of a value specified by the Oneida Gaming Commission, including wager record information;
 - (E) large wagers (single and aggregate over defined time period) in excess of a value specified by the Oneida Gaming Commission, including wager record information;

- (ii) user login name;
 - (iii) date and time of each login;
 - (iv) date of last password change; and
 - (v) date and time account disabled/deactivated.
- (7) Title 31 Reporting. Tribal Gaming Management shall comply with OGMICS, Chapter 17, Currency Transaction Reporting (Title 31).
- (s) Risk Management.** Tribal Gaming Management may engage the services of a state licensed sports book services provider for the purpose of advising about the management of risk associated with event wagering, including but not limited to:
- (1) management of risks associated with wagering on any event or market within an event;
 - (2) determination of where lines, point spreads, odds, or other activities relating to wagering are initially set and the determination of whether to change such lines, point spreads, odds, or other activities;
 - (3) whether or not to accept or reject wagers or to place layoff wagers; and
 - (4) the use, transmittal, and accumulation of information and data for the purpose of providing risk management.
- (t) Information Technology Requirements.** OGMICS Chapter 11, Information Technology and Information Technology Data shall apply to the event wagering system.
- (u) Surveillance Requirements.** Tribal Gaming Management shall maintain surveillance coverage of the areas in which event wagering may take place within the gaming facility. This surveillance shall be part of the gaming facility's surveillance system and subject to the same monitoring, activity reporting, maintenance and recording retention requirements as the rest of the system. Tribal Gaming Management shall ensure that the event wagering surveillance meets the following additional requirements:
- (1) For live cashier stations, the system must provide coverage of the defined wagering areas with sufficient detail to identify individuals within the cage and customers and staff members at the counter areas and to confirm the amount of each transaction;
 - (2) For wagering kiosks, the system must provide dedicated camera coverage of the individual placing the wager with sufficient clarity to identify that individual.
- (v) Wagering Account Requirements.** Customers must have a wagering account prior to

use of remote wagering devices.

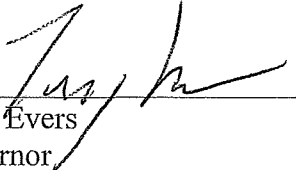
- (7) A customer may have no more than one wagering account and only the account holder may place wagers through the account. If an individual other than the account holder places a wager through the wagering account, Tribal Gaming Management shall suspend the wagering account and place both the account holder and individual who placed the wager through the account on the Nation's List of Excluded Persons, as described in Article V.G. of the Nation's Gaming Compact.
- (8) Any person who intentionally circumvents the geographic restrictions on placing wagers set forth in these OGMICs shall be permanently barred from wagering.
- (9) Tribal Gaming Management must have a documented method to address potential customer account fraud, which, at a minimum, shall require Tribal Gaming Management to suspend the wagering account of any individual involved in the fraudulent placement of wager(s).
- (10) After establishment of the account or any modification of the wagering account password, PIN or other security feature where applicable, Tribal Gaming Management shall provide notice of any such action to the account holder via electronic or regular mail, text message, or equivalent mechanism.
- (11) A wagering account shall not be activated for use until all account holder identification information has been collected.
- (12) All account holder identification information must be stored in a secure electronic wagering account file.
- (13) The operator shall encrypt, at a minimum, the following wagering account information:
 - (i) the account holder's social security number or equivalent for a foreign customer such as a passport or tax identification number;
 - (ii) the account holder's username, passwords, and/or PINs; and
 - (iii) credit card numbers, bank account numbers, or other financial information.
- (14) The wagering account system shall have a method for securely issuing, modifying, and resetting an account holder's password, personal identification number (PIN), or other security feature where applicable, which shall include, at a minimum, proof of identity, if in person, or multi-factor identification.
- (15) An account holder's event wagering account may be funded with the following:

- (iii) Amounts owed but unpaid on winning wagers through the period established for honoring winning wagers.
- (3) Reserve requirements must be calculated each day. If reserve is not sufficient to cover the calculated requirement, Tribal Gaming Management must notify the Oneida Gaming Commission and the Wisconsin OIGRC in writing and must also state the steps that will be taken to promptly remedy the deficiency.

CERTIFICATION OF THE GOVERNOR OF WISCONSIN
REGARDING THE 2021 AMENDMENT TO THE
ONEIDA NATION AND STATE OF WISCONSIN
GAMING COMPACT OF 1991

In accordance with the procedures for submission of Tribal-State Gaming Compacts, as specified in 25 C.F.R. 293.8(c), I hereby certify that, pursuant to the authority granted to me by Section 14.035 of the Wisconsin Statutes, I am duly authorized under Wisconsin law to enter into the 2021 Amendment to the Oneida Nation and State of Wisconsin Gaming Compact of 1991.

By:


Tony Evers
Governor

Date:

