

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JACQUELINE DAVIS,

Plaintiff,

v.

Case No:

-CK

Hon:

BetMGM, LLC,
A Delaware Corporation,

Defendant.

DAVID S. STEINGOLD (P 29752)
SAMANTHA BAKER (P83674)
LAW OFFICES OF DAVID S. STEINGOLD
Attorneys for Plaintiff
500 Griswold Street, Suite 2320
Detroit, Michigan 48226
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detroitdefender@yahoo.com
samanthabaker@thedetroitdefender.com

VERIFIED COMPLAINT

There is no other civil action between these parties
arising out of the same transaction or occurrence as
alleged in this Complaint.

NOW COMES Plaintiff, JACQUELINE DAVIS, and for her Complaint against
BetMGM, LLC, states to this Court as follows:

GENERAL ALLEGATIONS

1. Plaintiff Jacqueline Davis is a Michigan resident domiciled within the County of Wayne.
2. Defendant BetMGM, LLC (“Defendant”) is an internet sports betting and casino game operator incorporated in Delaware which conducts business in the State of Michigan through its agreement with MGM Grand Detroit.
3. Defendant is an authorized online gaming and sports betting platform provider regulated by the Michigan Gaming Control Board (“the Board”).
4. As an authorized gaming provider, Defendant is required to submit all internet games on its platform to the Board or an independent lab for evaluation. All game software must be designed to allow a gaming authentication tool to validate the gaming software to verify that it performs as expected. Mich. Admin. R. 432.632a.
5. As an authorized gaming provider, Defendant is required to perform a self-authentication process at least once every 24 hours to ensure that the games on its platform are performing as expected and that there have been no unauthorized modifications. Mich. Admin. R. 432.637.
 - a. If there is an error in the authentication process, Defendant is required to notify the Board within 24 hours. Mich. Admin. R. 432.637.
6. Between March 18, 2021 and March 23, 2021, Plaintiff placed wagers on various online casino games offered by Defendant through Defendant’s internet and mobile application. Plaintiff primarily played the casino game Luck O’ the Roulette.
7. By March 23, 2021, after a series of wins and losses on Defendant’s platform, Plaintiff’s account reflected a total balance of \$3,288,616.42. See **Exhibit A**.

JURISDICTION

8. Plaintiff restates and reincorporates by reference each and every allegation set forth above in paragraphs 1 through 7 as though fully set forth herein.
9. Jurisdiction and venue are both proper in this Court pursuant to the Revised Judicature Act, as Plaintiff is domiciled in Michigan and Defendant is authorized to conduct business and does conduct business in Michigan, allowing this Court to exercise general personal jurisdiction over Defendant.
10. Jurisdiction and venue are also proper because the cause of action set forth herein occurred within the County of Wayne in the State of Michigan and BetMGM operates in the County of Wayne in the State of Michigan.
11. Jurisdiction and venue are also proper in this Court because the amount in controversy, excluding costs and fees, exceeds twenty-five thousand dollars (\$25,000.00).
12. Jurisdiction is also proper as the BetMGM user agreement provides that players “irrevocably agree to submit to the exclusive jurisdiction of the courts of Michigan for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability.” **Exhibit B: General Terms and Conditions for MI BetMGM ¶29**

COUNT I: FRAUD

13. Plaintiff restates and reincorporates by reference each and every allegation set forth above in paragraphs 1 through 12 as though fully set forth herein.
14. On March 18, 2021, Plaintiff deposited fifty dollars (\$50) into her BetMGM account to play casino games through Defendant’s mobile and internet gaming system.
15. Plaintiff began playing the casino game, Luck O’ the Roulette. She wagered \$4.50 on her first play and lost.

16. Plaintiff continued to play Luck O' the Roulette. After each play, Plaintiff's account immediately showed either a credit for her winnings or a deduction of her losses, depending on the result of that play.
17. Because Plaintiff believed that her account balance accurately reflected her wins and losses, Plaintiff continued to place bets in Defendant's game and increased her wager amounts per play.
18. At the end of the day on March 18, 2021, Plaintiff was wagering approximately \$150 per play, believing that she had the funds in her account balance to do so, as her account balance was \$20,077.74.
19. At the end of the day on March 19, 2021, Plaintiff was betting up to \$365.00 per play and her account balance was \$64,286.16.
20. Plaintiff did not place any bets on March 20, 2021. She resumed playing on March 21, 2021. At the end of the day on March 21, 2021, Plaintiff was betting up to \$2,000.00 per play and her account balance was \$488,498.24.
21. At the end of the day on March 22, 2021, Plaintiff was wagering up to \$5,000.00 per play and her account balance was \$2,527,300.82.
22. At the end of the day on March 23, 2021, Plaintiff was wagering up to \$3,400 per play and her account balance was \$3,289,500.75.
23. Over the course of those five days, Plaintiff placed thousands of bets on Defendant's internet game, Luck O' the Roulette. Plaintiff did not win every play. The total amount wagered on plays in which Plaintiff lost was \$7,690,363.00.

24. Defendant profited from Plaintiff's losses because when a player loses a bet, the house keeps the money the player wagered. In accordance with the typical betting procedures, Defendant kept money that Plaintiff wagered when she lost on a play.
25. On March 21, 2021, Plaintiff submitted a request to Defendant to withdraw \$100,000.00 from her account. See **Exhibit C**.
26. On March 22, 2021, Plaintiff received an email from the VIP Team at BetMGM congratulating her on her "Big Win" that day. See **Exhibit D**.
27. On March 23, 2021, after Defendant's approval of Plaintiff's withdrawal request, Plaintiff was paid \$100,000.00 cash from her account which she retrieved in-person at MGM Grand Casino in Detroit, Michigan. See **Exhibit E**.
28. Following this withdrawal, Plaintiff's BetMGM account was suspended by Defendant and her remaining account balance was never paid to her. See **Exhibit F**.
29. Plaintiff repeatedly contacted Defendant to discuss the remaining balance. During one phone call, a BetMGM representative told Plaintiff that she "was not supposed to win" and offered her \$23,000 cash or \$75,000 in BetMGM credits, in addition to the \$100,000.00 she had already withdrawn, on condition that she agrees not to discuss or reveal BetMGM's refusal to pay her apparent winnings. The BetMGM representative refused to put this offer in writing.
30. On April 12, 2021, Defendant indicated that Plaintiff's account balance was inaccurate due to a malfunction in Luck O' the Roulette. This malfunction resulted in some – not all – of Plaintiff's wins being multiplied when transferred to her account balance.

31. Defendant provided a spreadsheet detailing bets placed from Plaintiff's BetMGM account and identifying the plays in which the game malfunctioned. The game allegedly malfunctioned on only 2.5% of Plaintiff's plays.
32. Over the course of the five days, the Defendant claims the malfunction resulted in an overpayment to Plaintiff of approximately \$4,107,979.71. However, Defendant benefited from this error because Plaintiff continued to wager high amounts under the belief that the game was functioning properly and that her account balance was accurate.
33. Defendant claims to have identified the malfunction on March 21st, 22nd, and 23rd, despite approving Plaintiff's withdrawal request, sending a congratulatory email on her "big win", and paying Plaintiff \$100,000.00 from her account during that time. See **Exhibit G**.
34. Defendant never notified the Gaming Board of any malfunction or error of the game within 24 hours of noticing the error, as required by Michigan Administrative Rule 432.637, until Plaintiff had finished her play.
35. By leaving the game on its platform after March 18, 2021 and every day thereafter through March 23, 2021, Defendant was representing to Plaintiff and all persons on their platform that Luck O' the Roulette was a working game and was checked every day to ensure that it was functioning properly, and that it was on the platform in compliance with Michigan Rules. Defendant further represented by placing it on the platform that it would pay all bets that it lost.
36. These material representations by Plaintiff were false. Defendant is now claiming that despite providing the game on its platform between March 18, 2021 and March 23, 2021, that the game was not functioning properly.

37. At the time Defendant provided this game on its platform each and every day between March 18, 2021 and March 23, 2021, it either knew that its representation that the game was functioning properly was false, based on its requirement to check the game's function every 24 hours, or Defendant's decision to leave the game on its platform was made recklessly and without any knowledge of its truth and as a positive assertion.

38. Defendant BetMGM provides games on its platform with the intention that Plaintiff and all other platform participants would act upon its misrepresentations and play the games offered.

39. Plaintiff, relying on Defendant's misrepresentations, continued to enter into transactions on Defendant's game and bet higher amounts per play.

40. Because Plaintiff Davis acted in reliance on Defendant's misrepresentations, she has suffered a loss of \$3,188,616.42.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in an amount of \$3,188,616.42, plus costs and attorney fees, together with any further relief as this Court deems just and proper.

COUNT II: CONVERSION

41. Plaintiff restates and reincorporates by reference each and every allegation set forth above in paragraphs 1 through 40 as though fully set forth herein.

42. Plaintiff is entitled to \$3,188,616.42, the amount reflected in her account balance after her \$100,000.00 withdrawal.

43. Defendant initially offered to pay Plaintiff \$23,000.00 cash or \$75,000.00 in BetMGM credits. When Plaintiff declined, Defendant offered to "allow" Plaintiff to keep the \$100,000.00 she withdrew if she forfeited her remaining account balance and agreed to a non-disclosure clause with large financial losses if the truth was revealed.

44. Defendant welched on the bets, is still in possession of Plaintiff's winnings, and has refused to pay her what she is owed.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in an amount of \$3,188,616.42, plus costs and attorney fees, together with any further relief as this Court deems just and proper.

COUNT III: BREACH OF CONTRACT

45. Plaintiff restates and reincorporates by reference each and every allegation set forth above in paragraphs 1 through 44 as though fully set forth herein.

46. When Plaintiff created an account on Defendant's platform, she was required to agree to Defendant's User Agreement before she was able to deposit any money into her account.

47. Defendant's User Agreement provides that a user's account balance is "the amount of real money held in [the user's] account (if any), plus any winnings and/or minus any losses accrued from using the Services..." General Terms and Conditions for MI BetMGM ¶10.1 See **Exhibit B**.

48. The User Agreement constitutes a contract. Plaintiff agreed to Defendant's terms by clicking, "Agree" on Defendant's platform and depositing her money onto her account with Defendant's platform.

49. The User Agreement also provides that "[p]ayments will be made as soon as reasonably possible (subject to up to five business days internal processing time)." General Terms and Conditions for MI BetMGM 10.4.

50. Defendant has breached the contract. Plaintiff has repeatedly requested to withdraw her remaining account balance. Defendant has refused to comply with her request, thereby violating the User Agreement.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in an amount of \$3,188,616.42, plus costs and attorney fees, together with any further relief as this Court deems just and proper.

CONCLUSION

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in an amount of \$3,188,616.42, plus costs and attorney fees, together with any further relief as this Court deems just and proper.



JACQUELINE DAVIS, Plaintiff

Respectfully submitted,

/s/ David S. Steingold
David S. Steingold (P29752)
Samantha Baker (P83674)
Law Offices of David S. Steingold, PLLC
Attorneys for Plaintiff
500 Griswold Street, Suite 2320
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samanthabaker@thedetroitdefender.com

Dated: June 9, 2021

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samanthabaker@thedetroitdefender.com

AFFIDAVIT OF JACQUELINE DAVIS

Ms. Jacqueline Davis, being first duly sworn, deposes and says as follows:

1. I am the Plaintiff in the above-named case and I am a resident of the State of Michigan, County of Wayne.
2. There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either

pending or was previously filed and dismissed, transferred, or otherwise disposed of
after having been assigned to a judge in this Court.

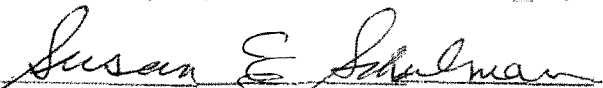
3. All allegations in the Complaint in the above titled case are true to the best of my
knowledge.

Further deponent sayeth not.


Jacqueline Davis

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Subscribed and sworn to by Jacqueline Davis before me on the 9 day of June, 2021.

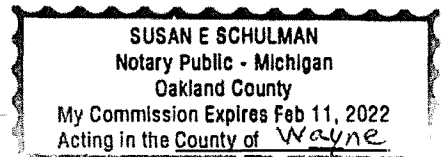
Signature 

Printed Name: Susan E. Schulman

Notary Public, State of Michigan, County of Oakland

My Commission Expires:

2-11-22



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INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION
A	Balance of Plaintiff's BetMGM Account on March 23, 2021
B	BetMGM's Terms of Service for Michigan
C	Plaintiff's Withdrawal Request of \$100,000.00
D	Email Congratulations from BetMGM to Plaintiff, March 22, 2021
E	\$100,000.00 Cash Withdrawal Receipt
F	Letter from BetMGM suspending Plaintiff's account
G	\$23,000.00 Offer from BetMGM to Plaintiff

EXHIBIT A

12:38



< MY BALANCE



TOTAL BALANCE	\$3,288,616.42
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BONUS BALANCE	\$0.00
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WITHDRAWABLE	\$3,288,616.42
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AVAILABLE BALANCE:	\$3,288,616.42
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DEPOSIT

EXHIBIT B

Terms of Service

BETMGM.COM, BetMGMCasino.com, BetMGMPoker.com – Michigan Online Gaming Services (“Terms of Service”)

IMPORTANT - PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCEPTING THE AGREEMENTS (AS DEFINED BELOW), THEN PRINT THESE TERMS OF SERVICE AND STORE THEM ALONG WITH ALL CONFIRMATION EMAILS, ADDITIONAL TERMS, TRANSACTION DATA, GAME RULES AND PAYMENT METHODS RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR SERVICES (AS EACH SUCH TERM IS DEFINED BELOW). WE WILL NOT RETAIN OUR CONTRACT WITH YOU SO PLEASE PRINT IT OUT FOR YOUR RECORDS. THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE AT ANY TIME (AS SET OUT BELOW). BY ACCEPTING THESE TERMS OF SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE AGREEMENTS WITHOUT MODIFICATION. IF YOU DO NOT ACCEPT THE AGREEMENTS WITHOUT MODIFICATION, DO NOT ACCEPT THESE TERMS OF SERVICE AND DO NOT ACCESS OR USE THE SERVICES (AS DEFINED BELOW). IF YOU HAVE ANY QUESTIONS ABOUT THE AGREEMENTS, PLEASE SEEK INDEPENDENT LEGAL COUNSEL BEFORE AGREEING TO THESE TERMS OF SERVICE OR ACCESSING OR USING THE SERVICES.

You accept to be bound by this contract by clicking on 'Submit' or 'I Agree' and/or by using the Services (as that term is hereinafter defined). After You (as that term is hereinafter defined) click on 'Submit' or 'I Agree' or when You use the Services, a legally binding agreement on these terms and conditions is entered into between, (a) You, the end user ('You' or 'Your' as applicable) and (b) BetMGM LLC, located at Harborside Plaza 3, 210 Hudson Street, Jersey City, NJ 07311 ('BetMGM', 'We', 'Us' or 'Our' as appropriate).

These Agreements (as that term is hereinafter defined) govern the use of the Services in Michigan.

In these terms and conditions, “Act” shall refer to either the lawful sports betting act (2019 PA 149, MCL 432.401 to 432.419) or the lawful internet gaming act (2019 PA 152, MCL 432.301 to MCL 432.322) as applicable, both of which are amendments to

the Michigan Gaming Control and Revenue Act.

The Services currently operate under and pursuant to the Sports Betting Supplier and the Internet Gaming Supplier Licenses issued to BetMGM by the Michigan Gaming Control Board Gaming Control Board pursuant to and in accordance with the Michigan Gaming Control and Revenue Act, as amended (the 'Act'), Lawful Sports Betting Act, 2019 PA 149, MCL 432.401 to 432.419 and the Lawful Internet Gaming Act, 2019 PA 152, MCL 432.301 to 432.322 .. BetMGM is authorized to operate an Online Sports Wagering Pool in the State of Michigan pursuant to the Act under a Sports Betting Operator License issued to the MGM Grand Detroit. These Agreements are at all times subject to the authority of the Michigan Gaming Control Board.

These Agreements apply to the following online gaming website: mi.betMGM.com (2) and www.mi.BetMGMCasino.com (3) <https://poker.mi.betmgm.com/> any other online or mobile platform provided by Us (each individual site being a 'Platform' and together the 'Platforms') on which You access Our betting, gaming and wagering services ('Services').

In the event that You have any complaints, claims or disputes with regard to any outcome regarding the Services or any other activity performed by Us, You should in the first instance contact Us in accordance with Section 28 below.

These Terms of Service together with the BetMGM/BetMGM Casino Privacy Policy, the MGM Resorts Privacy Policy, the Landing Page and Promotions section (Sports) and (Poker, Casino), the tournaments section (Poker), the How to Play/Getting Started sections (Casino) and Game Rules (Casino) sections, the Frequently Asked Questions, all additional games rules, the Refer a Friend Terms and Conditions, Standard Promotional Terms and Conditions, the Third Party Content Policy, the Loyalty/Reward Plan Terms and Conditions ("Reward Plan"), the M Life Terms and Conditions and any other additional rules and terms published on the Platform or otherwise notified to You that specifically relate to and govern any particular event, game, software, promotion or tournament constitute a legally binding agreement between You and Us ('Agreements'). You should read all of these documents carefully as each one forms part of the legally binding agreement between You and Us. By clicking on 'Submit' or 'I Agree' and accepting these Terms of Service, or by using the

Services, You are also acknowledging and accepting these Agreements. Access to and use of the Services is governed by these Agreements.

Please note that these Terms of Service shall prevail in the event of any conflict between these Terms of Service and any of the game rules or other documents referred to in these Terms of Service.

Your attention is drawn to Our Privacy Policy which describes how We deal with and protect Your personal information. By accepting these Terms of Service, You are also acknowledging and accepting the Privacy Policy. In the event of any conflict between the Agreements and the Privacy Policy, the Privacy Policy shall control.

GAMING SERVICES

The gaming services are the services provided by Us via the following Platforms: mi.BetMGM.com, mi.BetMGMcasino.com and <https://poker.mi.betmgm.com/> and any other gaming platforms provided by Us from time to time (together the 'Gaming Services').

If You are using or intending to use the Gaming Services You must do so in accordance with Section 33 of these Terms and Conditions which applies specifically to the Gaming Services. We may be required to make changes to these Terms and Conditions and/ or the Services at any time at the request of the Michigan Gaming Control Board.

1. APPLICABILITY OF AGREEMENTS

By using the Services and/or by acknowledging that You have read these Agreements when You register to join and/or by clicking on the 'Submit' or 'I Agree' button when You install any of the software relating to the Services provided via the Platforms or when You register for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (hereafter as defined in Section 19 and Section 20 below), forfeiture of funds and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Services

immediately. As a consequence of this, if You accept these Agreements when registering for the Services, You will not be able to cancel Your registration later, although You can terminate these Agreements and close Your Account in accordance with Section 20 below.

2. LEGALITY OF USE OF THE SERVICES

2.1. You may only use the Services if You are 21 years of age or over, a United States resident, and it is legal for You to do so according to the laws of Michigan. You confirm that You are not accessing the Services from a state or foreign jurisdiction outside of Michigan at the time of placing a bet. You understand and accept that We are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with the laws that govern You and that You have the complete legal right to use the Services. You acknowledge that underage gambling is illegal, and that it is a criminal offense to allow a person who is under the age of 21 to participate in Internet or mobile wagering. Any use of the Services is at Your sole option, discretion and risk. By using the Services, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or indecent in any way. Whenever the terms and conditions that apply to interactive gaming are changed, BetMGM shall require You to acknowledge acceptance of such change. Your acknowledgement shall be date and time stamped by the interactive gaming system.

2.2 Federal Law prohibits and restricts wagering on the Internet (including, but not limited to, such prohibitions and restrictions set out in 18 U.S.C. §§ 1084 et seq. ('The Wire Act') and 31 U.S.C. §§ 3163 through 3167 ('UIEGA')). It is a Federal offense for persons physically located outside of Michigan to engage in Internet wagering through a Michigan casino. A patron's wagering session connection will be terminated immediately if the patron device is removed from the boundaries of the State of Michigan.

3. ACCOUNT/REGISTRATION

3.1. To use the Services, You will first need to register for an account with Us. You may access any of the Services from Your Account (as defined below). You are prohibited from allowing any other person to access or use Your Account.

3.2. You can open an account with Us by choosing a unique account name and password and entering other information that We ask for on Our registration form such as (but not limited to) Your first and last name, social security number, physical address, email, gender, birth date and telephone number (an 'Account').

3.3 You shall ensure that the details provided at registration are accurate and kept up to date. You can change the details You provide at registration at any time by editing Your Account preferences. Please see Our Privacy Policy for further details regarding what information we collect, and how that information is used, shared and stored. Alternatively, You can contact Us for further information.

3.4. There are no set-up charges for opening Your Account. We are not a bank and funds are not insured by any government agency. All payments to and from Your Account must be paid in U.S. dollars and shall not bear interest and You shall ensure that all payments into Your Account are from a payment source for which You are the named account holder.

3.5. You can contact BetMGM Customer Service at any time to obtain your account and game history.

3.6. Use of certain Services may require You to be a member of M life Rewards Program or other rewards club established by MGM Resorts International and such membership may impact Your ability to access, claim and/or use certain benefits associated with the Services. You may enroll in the M life Rewards Program either in-person at designated locations at participating MGM resorts, online through the M life Rewards website, or as otherwise authorized by MGM. M life Rewards enrollment and membership can only be activated by presentation of a valid, government-issued photo identification at an M life Rewards Program desk or another designated M life Rewards location at participating M life Rewards resorts, or as otherwise authorized by MGM. Your participation in the M life Rewards Program is subject to the program's terms and conditions available at mlife.com (M life Rewards Program Rules) and to the terms of the MGM privacy policy available at mlife.com or other locations where it is posted.

3.7. To place a bet, You will be required to pay 'real money' funds into Your Account by any of the following methods : (i) a deposit account; (ii) a credit or debit card, which has been registered and verified pursuant to the requirements of the issuer; (iii); a

reloadable prepaid card, which has been verified as being issued to You and is non-transferable; (iv) cash compliments, promotional credits, or bonus credits; (v) winnings during a gaming session; (vi) adjustments made by the licensee with documented notification to You; (vii) any other means approved by the Michigan Gaming Control Board. Such funds will be deposited into Your Account upon actual receipt of funds by Us and/or Our agents. Minimum and maximum limits may be applied to the payments into Your Account, depending upon Your history with Us, the method of deposit, and other factors as determined solely by Us. For further details of current deposit and cash out options and fees, please see Cashier.

Deposits and withdrawals can be subject to review. In the case of suspected or fraudulent activity, we may suspend or terminate your account and may refund or refuse to refund any monies contained in your account in our sole and absolute discretion.

3.8. You can request withdrawals from Your Account at any time provided all payments made have been received. We reserve the right to pay any requested withdrawal partly or in total via the same method of payment and in the same currency with which deposits were made. When using credit/debit card to make a deposit, We may elect not to accept any withdrawal request within fourteen (14) days after the deposit.

3.9. To use certain Services, You may first need to download and install software as provided on the relevant Platform.

3.9 Account statements are available to You, which detail Your account activity.

4. TRUE IDENTITY AND ONE ACCOUNT

The name on Your Account must match Your true and legal name and identity and the name on Your Account registration must match the name on the credit card(s) or other payment accounts used to deposit or receive monies into Your Account. To verify Your identity, We reserve the right to request satisfactory proof of identity (including but not limited to copies of a valid passport/identity card and/or any payment cards used) and satisfactory proof of address (including but not limited to a recent utility bill or bank statement) at any time. You consent to have Your age and identity verified by Us, and You acknowledge verifications associated with Internet or mobile gaming may result in a negative impact on Your credit report. Failure to supply such documentation may result

in suspension of the Account. You may not hold more than one (1) Account in connection with Your use of any Platform. We reserve the right to close Your Account(s) if You open multiple Accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud Us, We reserve the right to cancel any transaction related to said fraud attempt. If You have lost Your Account name or password, please contact Us for a replacement.

5. PERSONS PROHIBITED FROM ESTABLISHING AN ACCOUNT

The following persons (each an 'Unauthorized Person') are not permitted to establish an Internet or mobile gaming account, or to use directly or indirectly any of the Services other than as required in the course of their employment: (i) any person prohibited from gaming pursuant to MCL 432.611 (p) or MCL 432.711 (p) , including but not limited to any individual placing a wager as an agent or a proxy, and any employee of the Michigan Gaming Control Board or a licensed sports pool operator as provided in Lawful Sports Betting Act, 2019 PA 149, MCL 432.401 to 432.419 , (ii) an employee of a supplier or vendor of MGM, GVC/bwin.party or BetMGM (MGM, GVC/bwin.party and BetMGM collectively referred to as the 'Group'), (iii) any individuals who have been banned from gaming activities at any MGM Resorts International subsidiary or affiliate, or who have been prohibited from gaming pursuant to any applicable Laws, including individuals who have been "self-limited" or listed on any self-exclusion, disassociated persons, or similar list in Michigan or any state, (iv) "prohibited persons" that are government officials or residents of certain embargoed countries and/or whose names are included on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or successor or similar lists, (v) persons who are under the age of 21, and (vi) persons who are not a legal resident of the United States. You may not attempt to create an Account if you are an Unauthorized Person or assist other Unauthorized Persons to use the Services.

BetMGM will make every reasonable effort to prevent athletes from wagering on events that are overseen by their sports governing bodies. Patron/Athletes must acknowledge and accept these Terms and Conditions in order to create an internet wagering account. Should BetMGM become aware of an athlete placing wagers on an event(s) overseen by their sports governing body, that patron account will be immediately closed and disciplinary action including notifications of this violation will be filed with both the Michigan Gaming Control Board and the relevant sports governing body.

6. YOUR USE OF THE SERVICES

6.1. In the interests of ensuring fairness, We may take any measures as we deem appropriate in order to create a fair and balanced game play environment.

6.2. We reserve the right to suspend, modify, remove and/or add to any of the Services (collectively, a "Change") in Our sole discretion with immediate effect and without notice, so long as such Change does not affect pending play on the Services. We will not be liable for any such action.

6.3. We forbid the use of all unfair practices when using the Services. We do this to protect Our customers and the integrity of the Services. Please read Our Unfair Advantage Policy which is incorporated in these Agreements for further details and Our Anti-Cheating Policy at section 34.4. If any customer is found to be participating in any form of collusion or other activities that We consider to constitute cheating his or her account may be permanently closed and any balance may be at risk of forfeiture or withholding as per Section 19 of these Terms of Service.

6.4. We forbid the posting of any prohibited Third Party Content (as that term is hereinafter defined) on Our Platforms. Please read Our Third Party Content Policy which is incorporated in these Agreements for further details.

6.5. We reserve the right to suspend Your use of certain of the Services, Platforms or any games on our Platforms from time to time for any reason or no reason.

6.6. No communications or information published on the Services is intended to constitute legal or tax advice and we accept no liability for any reliance on such content.

6.7. For the purpose of any reference to time in connection with Your use of the Services, We use the Eastern Time Zone unless otherwise specified.

6.8. Your use of the Services (including, for the avoidance of doubt, any intellectual property and/ or services We may license from third parties from time to time which forms part of the Services) is for Your personal, entertainment use on a single computer

only. You may not use the Services or any intellectual property contained therein for any commercial purpose.

6.9. By accessing our Platforms, or using, or attempting to use, our Software or the Services, You represent and warrant to Us that: (i) you are 21 years of age or older; (ii) you are a legal resident of the United States, (iii) you are physically located in the state of Michigan while wagering; (iv) all details provided by You to

Us to setup Your Account or otherwise participate in the Services are true, current, correct and complete; and (v) You consent to the monitoring and recording by Us and/or the Michigan Gaming Control Board of any wagering communications and geographic location information.

6.10 In order to use the Michigan wagering feature of the Services, you must be physically located in the State of Michigan at the time of use. We may, at any time before or after you begin using the Services, require you to verify your identity, age, or physical location, and we may terminate your access to the Services if you fail to do so.

6.11 Use of certain Services require You to be physically located within the state of Michigan at the time of use and may impact Your ability to access, claim and/or use certain benefits associated with the Services. If we or our third-party providers are unable to precisely track your location for any reason, you may be prevented from accessing or using the Services. We are not liable for your inability to access or use the Services. We reserve the right to declare null and void any wagers or bets that were placed in violation of Our Terms and Conditions, including but not limited to bets or wagers that were placed from a state or foreign jurisdiction outside of Michigan and bets or wagers placed by Unauthorized Persons.

7. COPYRIGHT AND TRADEMARKS

The terms BetMGM, MGM Resorts International, MGM, M life Rewards, BetMGM, BetCasino, partypoker US Network and any other marks used by Us are the trademarks, service marks and/or trade names of the Group, one of its subsidiaries or associated companies, and/or its licensors. Further, all other material used by Us, including but not limited to the software, images, pictures, graphics, photographs,

animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by the Group, one of its subsidiaries or associated group companies, and/or licensors and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without the Group's written permission.

8. ELECTRONIC SERVICES PROVIDER

In order to use the Services, You will be required to send money to and may be required to receive money from Us. We may use third-party electronic payment processors and/or financial institutions ('ESPs') to process such financial transactions. You irrevocably authorize Us, as necessary, to instruct such ESPs to handle Account deposits and withdrawals from Your Account and You irrevocably agree that We may give such instructions on Your behalf in accordance with Your requests as submitted using the relevant feature on Our Platforms. You agree to be bound by the terms and conditions of use of each applicable ESP. In the event of conflict between these Agreements and the ESP's terms and conditions then these Agreements shall prevail.

In the event We use such ESPs and/or financial institutions to process payments made by and to You, or otherwise accept Your use of any particular payment method, in connection with Your use of the Services, We shall have no responsibility for the acts or omissions of the third party providing such payment processing or payment method prior to Our receipt of funds or after We initiate a transfer of funds (as applicable). You agree that You shall look exclusively to the ESP or financial institution in the event of any payment processing or other payment method related disputes and not to Us.

9. BONUSES

We may from time to time offer You complimentary or bonus amounts to be credited by Us into Your Account ('Bonus(es)'). Such Bonuses may only be used in relation to such Services as may be specified when the Bonus is offered to You. Acceptance of any Bonus shall be in accordance with additional terms and conditions We may make available to You in respect of each such Bonus offering and, if none, then in accordance with the Standard Promotional Terms and Conditions and bonus release restrictions contained in the relevant offer. Offers may be used only ONCE unless otherwise

specified. You are not entitled to withdraw any Bonus amounts and You may not remove any cash obtained via a Bonus from Your Account without first complying with the applicable terms including, without limitation, in respect of any qualifiers or restrictions.

10. CASH OUTS

10.1. Your account balance is the amount of real money held in Your Account (if any), plus any winnings and/or minus any losses accrued from using the Services, less any rakes or entry or other fees, if applicable, and less any amounts previously withdrawn by You or amounts forfeited or reclaimed by Us due to any known or suspected fraud or due to deposits or other transactions rejected or cancelled by Your bank or any relevant third-party bank (whether as a result of insufficient funds, charge-backs or otherwise), or any sums which are otherwise deductible or forfeited under these Agreements ('Account Balance').

10.2. Acceptance of a cash out request is subject to any deposit method restrictions, bonus restrictions and/or Security Reviews (see Section 18 below) and any other terms of these Agreements. All amounts You withdraw are subject to the transaction limits and any processing fees for deposits and withdrawal methods that We notify You of before cashing out. For further details of current deposit and cash out options and fees please see Cashier.

10.3. We may report and withhold any amount from Your winnings in order to comply with any applicable law. All taxes due in connection with any winnings awarded to You are Your sole liability. Account balances cannot be transferred, substituted or redeemed for any other prize. Payment of funds which You withdraw shall be made by check, wire, credit card and/or any other manner which We select in Our sole discretion, although We will try to accommodate Your preferences as indicated by You when You register.

10.4. Payments will be made as soon as reasonably possible (subject to up to five business days internal processing time), although there may be delays due to any Security Review (see Section 18 below) undertaken by Us and save where We hold any such payments in accordance with these Agreements. Under penalties of perjury, You declare that, to the best of Your knowledge and belief, the name, address, and Social Security Number that You have furnished correctly identify You as the recipient of any

jackpot payments and any payments from identical wagers, and that no other person is entitled to any part of these payments. You acknowledge the Form W2G may be issued by Us by January 31 following the year of the payment. By accepting these Agreements, You acknowledge that any winnings, that You win by using the Services are subject to the IRS regulations and You permit Your acceptance of these Agreements to serve as an electronic signature and to suffice any acceptance and signature on any tax documents incurred during the internet gaming activity.

10.5 Your acceptance of these Agreements serves as acknowledgement that the Form 1099-Misc may be issued by Us by January 31 following the year of the receipt of a prize consisting of cash or merchandise for which a 12 month accumulated value of six hundred US dollars (\$600) or more won by using the Services are subject to the IRS regulations.

11. INACTIVE AND DORMANT ACCOUNTS

11.1. If You do not access Your Account by 'logging on' to Your Account using Your Account name and password and either (i) place a cash wager or bet via the Services, or (ii) make a deposit as applicable, for any consecutive period of 180 days, then after those 180 days (the 'Grace Period') Your Account (and any related account with any ESP) will be deemed 'Inactive'.

11.2. Pursuant to R432.758 and R432.658, if Your Account has had no activity for a period of three years, Your Account is considered a Dormant Account by the Michigan Gaming Control Board. Any balance remaining in a dormant internet sports betting account must be refunded or escheated in accordance with the sports betting operator's or internet sports betting platform provider's internal controls. Logging into your account and making a real money wager or making a deposit or withdrawal are considered transactions and will make Your Account Active.

12. THIRD PARTY CONTENT

12.1. Abusive or offensive language will not be tolerated on Our chat boards, or otherwise by You on the Platforms, Services, or with Group staff. In addition, You are not entitled to make untrue and/or malicious and/or damaging comments with regard to the Group's operation in any media or forum.

12.2. In accordance with the terms of Our Third Party Content policy, We may reject or delete any text, files, images, photos, video, sounds, or any other materials ('Third Party Content') posted by You on the Platforms which in Our sole opinion breaches the terms of these Agreements.

12.3. Any violation of this policy may result in removal of the Third Party Content, a suspension of Your use of the Services and/or such other action as may be reasonably required by Us to ensure compliance.

13. DISCLOSURE OF ACCOUNT NAME AND PASSWORD

The Account name and password selected when You register for an Account should not be disclosed to any third party. You are solely responsible for the security of Your Account name and password, and all activities that occur under Your Account name and password.

You agree to keep Your Account name and password secret and confidential and not to allow anyone else to use it. As an authorized player, You are prohibited from allowing any other person access to or use of Your interactive gaming account. Every person who identifies themselves by entering a correct username and password is assumed by Us to be the rightful Account holder and all transactions where the username and password have been entered correctly will be regarded as valid. In no event will We be liable for any loss You suffer as a result of any unauthorized use or misuse of Your login details. We shall not be required to maintain Account names or passwords. If You have lost Your Account name, username or password, please contact Us for a replacement. If You misplace, forget, or lose Your Account name, username or password as a result of anything other than Our error, We shall not be liable.

14. FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED DEPOSITS

We have a zero tolerance policy towards inappropriate play and fraudulent activity. If, in Our sole determination, You are found to have cheated or attempted to defraud Us and/or the Group or any other user of any of the Services in any way, including but not limited to game manipulation or payment fraud, manipulation of the multi-currency

facilities, betting on all possible outcomes of a game or event or if We suspect You of fraudulent payment, including use of stolen credit cards, or any other fraudulent activity (including but not limited to any chargeback or other reversal of a payment) or prohibited transaction (including but not limited to money laundering) or if Your deposits failed to be honored by Your bank for any reason, We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (i) debiting the amount owed by You from Your Account; and (ii) instructing third party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any criminal or suspicious activities to the appropriate authorities.

In order to use the Michigan wagering feature of the Services, you must be physically located in the State of Michigan at the time of use. We may, at any time before or after you begin using the Services, require you to verify your identity, age, or physical location, and we may terminate your access to the Services if you fail to do so. If we or our third-party providers are unable to precisely track your location for any reason, you may be prevented from accessing or using the Services. We are not liable for your inability to access or use the Services. We reserve the right to declare null and void any wagers or bets that were placed in violation of Our Terms and Conditions, including but not limited to bets or wagers that were placed from a state or foreign jurisdiction outside of Michigan and bets or wagers placed by Unauthorized Persons.

We reserve the right to void and withhold any or all winnings made by any person or group of persons and to void and withhold any Standard Player Points gained by any person or group of persons where We have reasonable grounds to believe that said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage Us and/or the Group and/or the Services and/or the Platforms in any way.

In the interests of data protection, security and avoidance of fraud We do not permit use of any communication channels included within the Services and/or the Platforms (including but not limited to dealer table chat boards) to offer or promote any offers, products and services (whether Yours or a third party's). You are expressly prohibited from posting information or contacting Our customers to offer or promote any offers, products or services.

15. SOFTWARE LIMITED LICENSE

We hereby grant You the limited, non-exclusive, non-transferable, non-sublicensable right to install and use the software We make available from the Platforms used to provide the Services (the 'Software') and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. You may install and use the Software on a hard disk or other storage device and make backup copies of the Software, provided that such use and backup copying is only for Your own personal use in using the Services in accordance with these Agreements, and further, that such installation and use is made through a computer or other device of which You are the primary user. The Software is the valuable intellectual property of the Group and/or its associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Software; (c) make the Software available to any third party through a computer network or otherwise; d) export the Software to any country (whether by physical or electronic means); or (e) use the Software in a manner prohibited by applicable laws, regulations and/or this Agreement (together the 'Prohibited Activities').

You will be solely liable for any damages, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify Us immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide Us with reasonable assistance with any investigations it may conduct in light of the information provided by You in this respect.

16. LOCATION SERVICES

Real-money gaming on the Platforms is restricted by the Michigan Gaming Control Board to users who are physically located within the State of Michigan. To confirm Your

desktop/laptop location, we use a third-party method using IP address and WiFi signal. If one of the two is not confirmed, You will not be allowed to use the Services. To confirm Your mobile device location, we use a third-party method using carrier cell tower and WiFi signal. If your mobile device location is not confirmed, You will not be allowed to use the Services. We cannot guarantee that your device will be able to successfully use the Location Services. In order to use the Michigan wagering feature of the Services, you must be physically located in the State of Michigan at the time of use. We may, at any time before or after you begin using the Services, require you to verify your identity, age, or physical location, and we may terminate your access to the Services if you fail to do so. If we or our third-party providers are unable to precisely track your location for any reason, you may be prevented from accessing or using the Services. We are not liable for your inability to access or use the Services. We reserve the right to declare null and void any wagers or bets that were placed in violation of Our Terms and Conditions, including but not limited to bets or wagers that were placed from a state or foreign jurisdiction outside of Michigan and bets or wagers placed by Unauthorized Persons.

16.1 By registering to use the Services, you consent to the monitoring and recording by us (or our service providers) and/or by the Michigan Gaming Control Board of any wagering communications and geographic location information for the purpose of determining compliance with the Act.

16.2 We will handle all information collected through the Location Services in accordance with our Privacy Policy. If You have any questions or concerns regarding the Location Services, You may contact Us at support.mi@betMGM.com or by phone at 1-219-249-3002 for BetMGM and at 1-219-249-3001 for Party Poker.

17. ERRORS

You must inform Us as soon as You become aware of any errors with respect to Your Account or any calculations with respect to any bet or wager You have placed. In the event of such error or any system failure or game error (a divergence from the normal functioning of the game logic for whatever reason) that results in an error in any odds calculation, charges, fees, rake, bonuses or payout, or any currency conversion as applicable, ('Error') We will seek to place all parties directly affected by such Error in the

position they were in before the Error occurred. We reserve the right to declare null and void any wagers or bets that were the subject of such Error and to take any money from Your Account relating to the relevant bets or wagers, if there are insufficient funds in Your Account, We may demand that You pay Us the relevant outstanding amount relating to these bets or wagers. In all circumstances whereby We (in Our sole discretion) determine an Error has been used to gain an unfair advantage, We reserve the right to consider this activity to be subject to Section 19 (Forfeiture & Account Closure) of these Terms of Service.

18. SECURITY REVIEW

To maintain a high level of security and integrity in the system, We reserve the right to conduct a security review at any time to validate Your identity, age, the registration data provided by You, to verify Your use of the Services, including but not limited to Your compliance with these Agreements and the policies of the Group and Your financial transactions carried out via the Services for potential breach of these Agreements and of applicable law (a 'Security Review'). As such, You authorize Us and Our agents to make any inquiries of You and for Us to use and disclose to any third party We consider necessary to validate the information You provide to Us or should provide to Us in accordance with these Agreements, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases. In addition, to facilitate these Security Reviews, You agree to provide such information or documentation as We, in Our unfettered discretion, may request.

19. FORFEITURE & ACCOUNT CLOSURE

19.1. WE RESERVE THE RIGHT, IN OUR UNFETTERED DISCRETION AND IN RELATION TO YOUR ACCOUNT, ANY RELATED ESP (as that term is defined at clause 8) ACCOUNT, ANY ACCOUNTS YOU MAY HAVE WITH OTHER SITES AND/OR CASINOS AND/OR SERVICES OWNED OR OPERATED BY OR ON BEHALF OF THE GROUP AND, IN THE CASE OF YOUR USE OF THE SERVICES, ANY SERVICES THAT SHARE THE SHARED GAME/TABLE PLATFORM, TO TERMINATE THESE AGREEMENTS, WITHHOLD YOUR ACCOUNT BALANCE, SUSPEND YOUR ACCOUNT, AND RECOVER FROM SUCH ACCOUNT THE AMOUNT OF ANY AFFECTED PAY- OUTS, BONUSES AND WINNINGS IF:

19.1.1. You are in material breach of any of these Agreements;

19.1.2. We become aware that You have used or attempted to use the Services for the purposes of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity (including without limitation, any manipulation of the multi-currency facilities);

19.1.3. We become aware that You have played at any other online gaming site or services and are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity;

19.1.4. You have 'charged back' or denied any of the purchases or deposits that You made to Your Account;

19.1.5. You become bankrupt or analogous proceedings occur anywhere in the world; or

19.1.6. Upon instruction of the appropriate law enforcement agency or regulatory body.

20. TERMINATION

20.1. You are entitled to close Your Account and terminate these Agreements for any reason or no reason on seven (7) days' notice to Us by withdrawing the entire balance from Your Account and sending a letter or email or telephoning Us using the details at 'contact Us'. We will respond within a reasonable time provided that You continue to assume responsibility for all activity on Your Account until such closure has been affected by Us.

20.2. We take Responsible Gaming seriously. If You would like to close Your Account for responsible gaming reasons and initiate a self-exclusion ban, You can contact the Michigan Gaming Control Board to locate the nearest voluntary exclusion sign up location.

Michigan Gaming Control Board
3062 West Grand Boulevard, Suite L-700
Detroit, MI 48202-6062

Phone: 313- 456-4100

Website: <https://patroncomplaint.mgcb-apps-prod.state.mi.us/LandingPage>

20.3 Without limitation to section 19, We are entitled to terminate these Agreements on seven (7) days' notice (or attempted notice) to You at the email address You have provided to Us. In the event of termination by Us, We shall give notice of the termination to You via email and, other than where termination is pursuant to section 19, as soon as reasonably practicable refund the balance of Your

Account. Where We have terminated pursuant to section 19, any payouts, bonuses and winnings in Your Account are non-refundable and deemed forfeited.

20.4. Termination of these Agreements will not affect any outstanding wagers or bets, PROVIDED that any outstanding wagers or bets are valid and are not in breach of these Agreements in any way.

20.5. The following Sections of these Terms of Service shall survive any termination of these Agreements by either party: 2, 7, 8, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, and 32, along with any other Sections which are required for the purposes of interpretation.

21. COMPENSATION

YOU AGREE THAT YOU WILL ONLY USE THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE (OR ANY MEMBER OF OUR GROUP) INCUR ARISING FROM ANY BREACH BY YOU OF THESE AGREEMENTS.

22. SELF-EXCLUSION, TIME LIMITS AND TIMEOUTS

You may suspend activity on Your Account for a period of time as chosen by You, provided the suspended Account does not remain inactive for a period of three (3) years, which would result in Your Account being a Dormant Account Any balance remaining in a dormant internet sports betting account must be refunded or escheated in accordance with the sports betting operator's or internet sports betting platform provider's internal controls.

22.1. You may set daily limits and timeout periods through BetMGM.com, BetMGMCasino.com or <https://poker.mi.betmgm.com/responsible> gaming pages or have Your name placed on the Michigan Gaming Control Board self-exclusion list by contacting the Michigan Gaming Control Board to locate the nearest voluntary exclusion sign up location. You may also set daily time and loss limits for your Account via the BetMGM.com, BetMGMCasino.com or <https://poker.mi.betmgm.com/responsible> gaming pages.

Michigan Gaming Control Board

3062 West Grand Boulevard, Suite L-700

Detroit, MI 48202-6062

Phone: 313- 456-4100

Website: <https://patroncomplaint.mgcb-apps-prod.state.mi.us/LandingPage>

22.3. If You have elected to use any of the responsible gaming tools in connection with any of the Platforms provided by any Group company from time to time, You acknowledge and agree that You are not permitted to open or use an Account with any other Group company ('Additional Group Account') during the timeout period You have selected.

22.4. If you have a pending interactive gaming wager or sports pool wager and then choose to self-exclude, your wager will be cancelled, and your funds returned via the deposit method originally used.

23. LIMITATIONS AND EXCLUSIONS

23.1. WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES AND THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SITE WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE OR HARDWARE. YOU HEREBY ACKNOWLEDGE THAT THE SITE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT

LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SITE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING SITE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE CAUSED BY SUCH FACTORS.

23.2. YOUR ACCESS TO THE PLATFORMS, DOWNLOAD OF ANY SOFTWARE RELATING TO THE SERVICES FROM THE PLATFORMS AND USE OF THE SERVICES OR ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE SERVICES IS AT YOUR SOLE OPTION, DISCRETION AND RISK. WE SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE COMPUTER PROGRAMS RELATING TO THE SERVICES WE MAKE AVAILABLE FROM THE PLATFORMS, ERRORS AS DESCRIBED IN SECTION 17, BUGS OR VIRUSES RESULTING IN LOST DATA OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE, OR SOFTWARE. FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE THE SERVICES BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE REDUNDANT OR BACKUP NETWORKS AND/OR SYSTEMS. MALFUNCTION VOIDS ALL PAYS.

23.3. THE GROUP (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH YOUR USE OR ANY THIRD PARTY'S USE OF THE SOFTWARE OR THE SERVICES, WHETHER DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE DAMAGES, ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE SOFTWARE OR THE SERVICES, DAMAGE FOR, BUSINESS LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS (INCLUDING LOSS OF OR FAILURE TO RECEIVE ANTICIPATED WINNINGS), REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION OR BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY OR CONSEQUENTIAL LOSS (EVEN WHERE WE HAVE BEEN NOTIFIED BY YOU OF THE POSSIBILITY OF

SUCH LOSS OR DAMAGE) ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE SERVICES.

23.4. THE GROUP SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER, ESP, PAYMENT PROCESSOR, FINANCIAL INSTITUTION OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE SITE, TO RECEIVE FUNDS FROM THE US OR YOUR ONLINE GAMING ACCOUNT, OR PROVIDE PAYMENT PROCESSING OR OTHER SERVICES.

23.5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE GROUP OR THROUGH OR FROM THE WEBSITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

23.6. NEITHER WE NOR OUR GROUP SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, SUSPENSION OF OR DISCONTINUANCE OF THE SOFTWARE OR THE SERVICES.

23.7. NEITHER WE NOR OUR GROUP SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ERRORS OR OMISSIONS RELATING TO PAYMENT PROCESSING BY A THIRD PARTY ESP OR FINANCIAL INSTITUTION.

23.8. NOTHING IN THESE AGREEMENTS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY WE MAY HAVE IN RESPECT OF EITHER FRAUD, OR DEATH, OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

24. INDEMNIFICATION

You agree to indemnify, defend and hold Us, Our Group, and our and their respective directors, officers, employees, agents, and other partners harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Software or the Services, your connection to the Platforms or the Services, your violation of the Agreements, or your infringement of any intellectual property or other right of any other person or entity.

25. NO ARRANGEMENTS FOR PROHIBITED PERSONS/EXCLUDED PERSONS

You acknowledge that We are a United States company and operate a licensed Michigan gaming establishment. As such, We are: (i) prohibited from providing services to certain "prohibited persons" that are government officials or residents of certain embargoed countries, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury and (ii) must exclude or eject any "excluded persons" that are listed on the "exclusion list." You agree to use all reasonable efforts not to arrange for any of these prohibited persons or excluded persons to use the Services or the Software.

26. NO REPRODUCTION OR RESALE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platforms, the Software or the Services, use of the Platforms, the Software or the Services, or access to the Platforms, the Software or the Services.

27. THIRD PARTY WEBSITES

Although We hope that you will find the material on the Platforms informative, the material and links to third-party websites and resources that may be included on the Platforms are provided for informational purposes only. Providing links to these sites by Us should not be interpreted as endorsement or approval by Us of the organizations sponsoring these sites or their products or services. We make no representations or warranties, express or implied, with respect to the information provided on this Platforms or any third-party website which may be accessed by a link from the Platforms, including any representations or warranties as to accuracy or completeness. Because We have no control over third-party websites and resources, You acknowledge and agree that We are not responsible for the information and contents of such third-party websites and do not endorse and are not responsible or liable for any content, statements, representations, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with Your use or reliance on any such content, information, goods, or services available on or through any such site or

resource.

28. NOTICES/COMPLAINTS

If You have any complaints, claims or disputes with regard to any alleged winnings, alleged losses or the award or distribution of cash, prizes, benefits, tickets or any other item or items in a game, tournament, contest, drawing, promotion or similar activity or event, or the manner in which a game, tournament, contest, drawing, promotion or similar activity or event is conducted regarding the Services, You must submit Your complaint to Us in writing as soon as is reasonably practicable following the date of the original transaction to which the claim or dispute refers. Complaints may be submitted by email to formalcomplaint.mi@betMGM.com. You may also submit notices to Us in writing to: Customer Service Manager, BetMGM, Harborside Plaza 3, 210 Hudson Street, Jersey City, NJ 07311. Any notice We give to You (save as otherwise set out herein) will be sent to the email address that You provide when You register Your Account. It is Your responsibility to give Us notice of any changes to this address through the 'Change Email' facility in Our software and to regularly check Your email account for emails from Us.

To the extent that You are not satisfied with Our response You may contact the Michigan Gaming Control Board at:

Michigan Gaming Control Board
3062 West Grand Boulevard, Suite L-700
Detroit, MI 48202-6062
Phone: 313- 456-4100

Website: <https://patroncomplaint.mgcb-apps-prod.state.mi.us/LandingPage>

29. GOVERNING LAW

These Agreements shall be governed by and construed in accordance with the laws of Michigan. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Michigan for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability. If any part of these Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the

remainder of the Agreements, which shall remain valid and enforceable according to their terms.

30. ARBITRATION

Excluding those disputes identified in Section 28 above and internet gaming disputes which are subject to the Michigan Gaming Control Board's dispute process under R432.641 and R432. (i.e., any dispute, claim or controversy relating to an individual's alleged winnings, alleged losses or the award or distribution of cash, prizes, benefits, tickets or any other item or items in a game, tournament, contest, drawing, promotion or similar activity or event, or the manner in which a game, tournament, contest, drawing, promotion or similar activity or event is conducted), any claims or controversy arising out of or relating to the Agreements, including the determination of the scope or applicability of the Agreements and Our use of electronic services providers, shall be determined by arbitration in the State of Michigan before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any appeal shall be heard and decided by a panel of three neutral arbitrators. All arbitrators shall be retired judges or justices of any Michigan state or federal court, and shall in their substantive rulings (as opposed to procedural or discovery-related rulings that are otherwise governed by the JAMS Comprehensive Arbitration Rules and Procedures), apply the Laws of the State of Michigan without giving effect to any choice or conflict of law provision or rules that would cause the application of the Laws of any jurisdiction other than the State of Michigan. The award of the arbitrator(s) shall be binding and final on all parties. Judgment on the award rendered may be entered in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorneys' fees and expenses. The arbitrators may not award any incidental, indirect, special, or consequential damages, including, but not limited to, damages for lost profits. If any part of the Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms. No waiver of any breach or default of the Agreements shall be deemed to be a waiver of any preceding or subsequent breach or default.

31. ASSIGNMENT

We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without Your consent) without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to You. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Agreements.

32. THIRD PARTY RIGHTS

32.1. Except insofar as these Agreements expressly provide that a third party may in their own right enforce a term of these Agreements, a person who is not a party to these Agreements has no right under local law or statute to rely upon or enforce any term of these Agreements but this does not affect any right or remedy of a third party which exists or is available other than under local law or statute.

32.2. For the avoidance of doubt, each member of the Group is an intended third party beneficiary of these Agreements.

33. ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS

You fully understand and agree to be bound by these Agreements and as modified and/or amended by Us from time to time. We may amend these Agreements at any time either by emailing or sending You notification of the new terms and/or by publishing the modified Agreement(s) on the relevant page of the Platforms or any place through which You access the Services. Any such modification will take effect within thirty (30) days of publication. If any modification is unacceptable to You, Your only recourse is to terminate these Agreements. Your continued use of the Services following notification or such thirty (30) day period following publication, as the case may be, will be deemed binding acceptance of the modification. For material changes to the Agreements, You will be required to acknowledge acceptance of such changes. For changes deemed non-material and approved by the Michigan Gaming Control Board, an acknowledgment is not required, and your continued access or use of the services following any amendments to the agreements constitutes your acceptance of the agreements as amended. It is your sole responsibility to review the Agreements and any revisions thereto each time You use the Services.

34. ADDITIONAL TERMS FOR USE OF GAMING SERVICES

34.1. The following additional terms apply to Your use of the Gaming Services. Please note that in the event of any conflict between this Section 34 and the remaining Sections of these Terms of Service, the remaining Sections of these Terms of Service shall prevail.

34.2. Play Money and Real Money Games

By registering for the Services You will be able to access (through the Software (as defined below)) both 'play money' games and tournaments ('Play Money Games' or 'Play for Free Games' respectively) and 'real money' games and tournaments ('Real Money Games' or 'Play for Real Money Games' respectively), via the Services. No purchase is necessary or required to play the Play Money Games, save in respect to any cost You may incur to access the Services, charged by Your Internet service provider or telecommunications provider, and You may play the Play Money Games without betting money. We reserve the right to suspend, modify, remove and/or add any Gaming Service in its sole discretion with immediate effect and without notice and We will not be liable for any such action.

34.3. Rules and Procedures of the Services

You must use the Services in accordance with the generally accepted games rules set out in the Game Rules section, and the procedures relevant to the Gaming Service. You are using those specifically set out in the mi.betMGM.com, www.BetMGMCasino.com and <https://poker.mi.betmgm.com/> online sites, including but not limited to the Promotions section, Tournaments section, Games Instructions & Rules section, the Tell a Friend section, the How to Play section, Table Stakes, Tournaments, Tournament Rules, and any other page that specifically relates to and governs any particular event, game or tournament ('Rules').

34.4. Anti-Cheating Policy

We are committed to preventing the use of unfair practices in the Services, including but not limited to player collusion. We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to play on Our Platforms including, but not limited to, opponent-profiling, cheating software,

automated computerized software or other equivalent mechanism, or anything else that We deem enables You to have an unfair advantage over other players not using such programs or systems ('AI Software'). You acknowledge that We will take measures to detect and prevent the use of such programs and AI Software using methods (including but not limited to reading the list of currently running programs on a player's computer) and You agree not to use any AI Software and/or any such programs. Go to Our Unfair Advantage Policy.

34.5. Shared Games, Table and Database Platform

We reserve the right, but are not obliged, to run and utilize a shared table, server and database platform or system ('Shared Game/Table Platform') which enables Gaming Service users to play with players coming into the games, tables and tournaments from other websites and brands operating on the same Shared Game/Table Platform. If a Shared Game/Table Platform is used, You agree that You may be pooled into these common game/tables, at Our sole discretion, and that to the extent that You breach the terms and conditions of one site or brand that operates on the Shared Game/Table Platform, We may have You blocked, in part or full, from the entire system so that You may not play through any site or brand using or on the Shared Game/Table Platform. Without limitation to the restriction on having multiple Accounts with Us (please see Section 4), We may require that You only have one Account on the Shared Game/Table Platform if the same is used.

34.6. Play Money and Real Money Account Funding

'Play money' funds have no value and are kept separate from 'real money' funds. They are not transferable to a 'real money' account nor are they redeemable for any currency. We do not promise to accurately record the number of play money chips held by You and Your play money chips may be lost at any time. Further, We reserve the right to set a maximum chip limit for play money Accounts.

34.7 Settlement of In-Game Disputes

You fully accept and agree that random number generator ('RNG') software will determine the shuffling and dealing of cards and other randomly generated events required in the Gaming Services. If there is a discrepancy between the result showing

on the Software (as installed and operated on Your hardware) and Our server, the result showing on Our server shall govern the result. Moreover, You understand and agree that (without prejudice to Your other rights and remedies) Our records shall be the final authority in determining the terms of Your use of the Gaming Services, the activity resulting therefrom and the circumstances in which such activity occurred.

34.8. Real Money Game and Tournament Currency

Where a Real Money Game or tournament is only available in a currency which is different from Your Account Currency You may in some cases be given the option to buy-in to the same in the currency of the relevant game/tournament. Such buy-in (together with any winnings) will be subject to the terms and Exchange Rates offered by Us at the relevant time. Please see Currency Converter and Frequently Asked Questions for further details. In all other cases You will only be permitted to place bets and wagers in Your Account currency.

34.9. Statistics and Live Scoring.

From time to time Our website and mobile app may display game times, scores, statistics, results, and other information relating to games, matches, or events, including, without limitation, “live” scores, statistics and times displayed as part of a live-streamed event or scoreboard. All such information is unofficial, is provided for informational and entertainment purposes only, and should not be relied upon by patrons for any purpose. It is the patron’s responsibility to independently verify all such information. BetMGM nor its third party providers warrant or make any representations of any kind with respect to any such information transmitted or made available via Our website and mobile app. BetMGM and its third party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any such information transmitted or made available via Our website and mobile app, and shall not be responsible or liable for any error or omissions in that information.

35. Membership of Our VIP Program

We may offer, withdraw, revoke and/ or amend the terms of any membership of Our VIP program at any time. For the avoidance of doubt, membership of Our VIP program is at Our sole discretion and Your status as a member of Our VIP program may be altered by

Us at any time.

PLEASE PRINT THESE TERMS OF SERVICE AND STORE FOR YOUR FUTURE REFERENCE. IN ADDITION, WE SUGGEST THAT YOU PRINT AND STORE ALL TRANSACTION RECEIPTS AND GAME RULES AS APPLICABLE TO YOUR ACTIVITIES.

If You have any questions, please contact Our 24/7 Customer Care Team.

Effective December 30, 2019.

TEXTING PROGRAM TERMS AND CONDITIONS

Please read these terms and conditions carefully.

YOUR EXPRESS CONSENT TO RECEIVE AUTOMATED TEXT MESSAGES

By providing Us your mobile phone number and creating an account, you provided your prior express consent to receive from Us informational, transactional, and account security-related text messages made using an automatic telephone dialing system (an “autodialer”) to the number you provided to Us. You also warrant and represent that you are either the account owner of any mobile numbers you provide to Us, or you have the express permission of the account holder to provide such numbers.

You must be 21 or older to create an account and receive texts. Message and data rates may apply. You, not Us, will be solely responsible for any carrier charges because of texts from Us. The following carriers are currently supported by Our texting program: AT&T, TMobile, Verizon, Sprint, Alaska Communication Systems (ACS), ASTAC (Arctic Slope Telephone Cooperative Association), Bluegrass Cellular, Carolina West Wireless, Chat Mobility, Cellcom, Copper Valley Telecom, Cordova Telephone Cooperative Inc dba Cordova Wireless, Cross Wireless, Duet Wireless, GCI Communications, Illinois Valley Cellular, Inland Cellular, Limitless Mobile, MTPCS Cellular One (Cellone Nation), Mid-Rivers Communications, Nex-Tech Communications, Northwest Missouri Cellular, Panhandle Wireless, Pine Belt Wireless, Rural Independent Network Alliance (RINA), Shelcomm, Inc., SouthernLINC, SRT Communications, Standing Rock, Thumb Cellular, Union Telephone, Viaero Wireless, West Central Wireless, PTI Pacifica dba IT&E (Guam), James Valley Cellular, Aerialink, Atlantic Tele-Network International (ATNI), Blue Wireless, Cellular One of N.E. Arizona, East Kentucky Network / Appalachian

Wireless, Pine Cellular, United Wireless, Pioneer Cellular, Nemont / Sagebrush, Leaco, Chariton Valley Cellular, Bandwidth.com / Republic Wireless, MobileNation / SI Wireless, MTA Wireless / Matanuska Kenai, Brightlink, Enflick (TextNow), Inteliquent, Triangle Mobile, Digital Communications Consulting, TextMe, Telnix. Additional carriers may be added as they become supported.

You may respond with HELP to any text from Us at any time if you require assistance with the texting program. Alternatively, you may email Us at support.mi@betMGM.com or contact us by phone at 1-219-249-3002 for BetMGM (Casino and Sports Wagering) and at 1-219-249-3001 for Party Poker. When emailing or calling for support, please be sure to include your mobile number and a detailed description of your question or support issue.

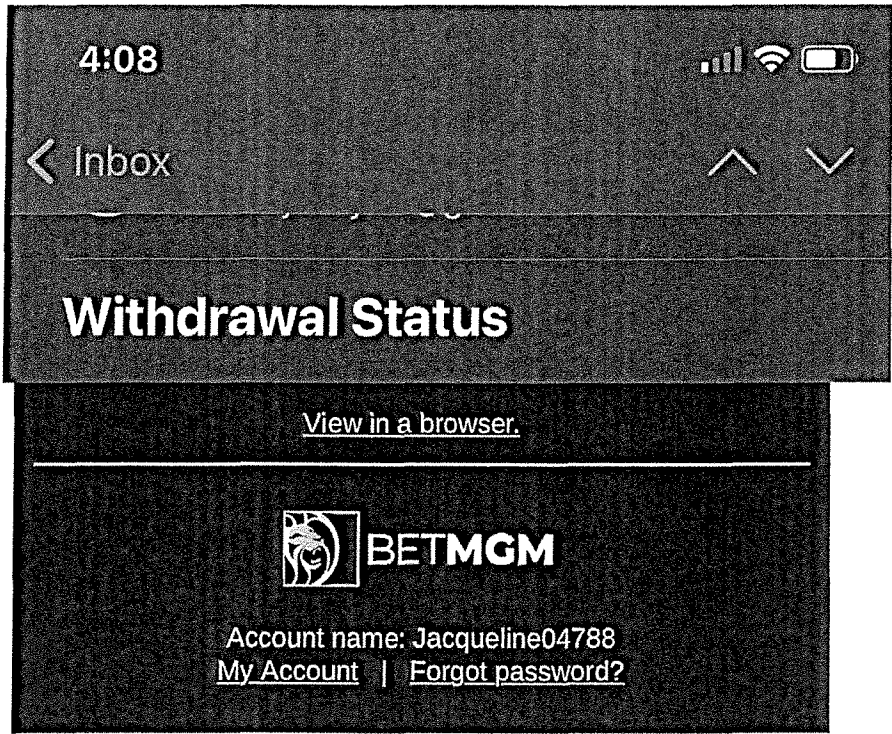
To opt-out of texts from Us, reply STOP to any text from Us at any time. You agree to and will then receive a single final text message confirming your opt-out.

You agree not to send or otherwise make available content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or contains hate speech. You acknowledge that We may or may not monitor or screen mobile message content you provide but shall have the right, without obligation and in Our sole discretion, to monitor, screen, or refuse any content you make available, including content that violates these terms and conditions.

We are not responsible for incomplete, lost, late, or misdirected text messages, including, but not limited to, undelivered texts resulting from any form of filtering by your mobile carrier or service provider, and We cannot guarantee that each user will receive the benefit of the texting program for each text message sent.

You agree that if and before you disconnect or transfer your mobile number, you will send all necessary texts or other communications to Us in order to stop future text messages from being sent to that number. We reserve the right, in Our sole discretion, to cancel or suspend any or all of Our texting program, in whole or in part, for any reason, with or without notice to you.

EXHIBIT C



Dear BetMGM customer,

Your withdrawal request received on 21-MAR-21 14:17 EST5EDT with the transaction ID 16163506452860119 has been approved and is currently being processed. Please see the payment distribution below for complete issuing details:

Payment ID	Payment Type	Amount Requested*	Fee*	Amount Approved*
36005970	pay_mgmcage	USD 100,000.00	USD 0.00	USD 100,000.00

Log in to your account to track your payment status (withdrawal section) for complete details..

Time taken for funds to reach you:

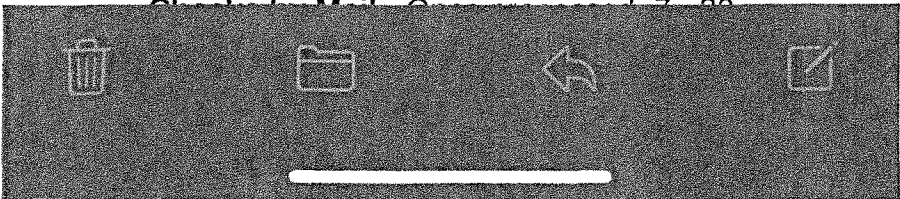
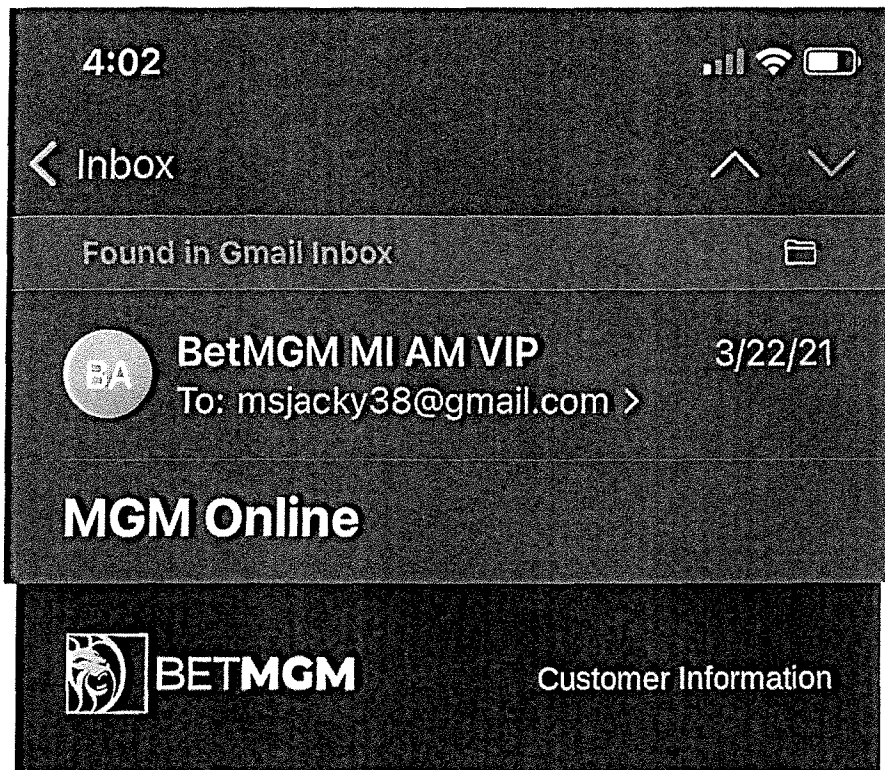


EXHIBIT D



Hi,

My name is Nate from the VIP Team at BetMGM, I wanted to congratulate you on your Big Win today. That must be so exciting!

I am available if you need help exploring our withdrawal options on the site or if there is anything else you may need.

You can reach me at VIP.mi@Betmgm.COM

Lastly, check out the link I placed below. This could be an article about you, if you want to do anything like this let me know

<https://blog.theborgata.com/2018/07/05/another-new-jersey-player-wins-jackpot-playing-divine-fortune-at-borgatacasino-com/>

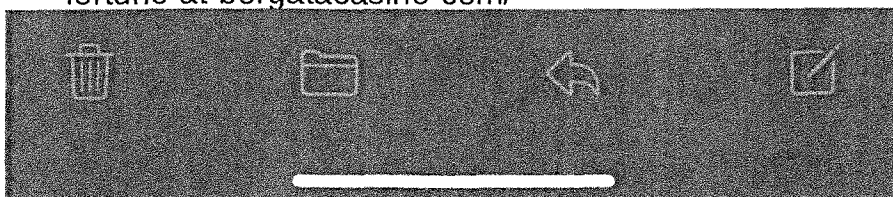


EXHIBIT E

Payment Service

MGM-MI

Online Gaming Withdrawal

Voucher: I36005970

CASH 100000.00

CHECK

OTHER

Total Withdrawal: 100000.00 USD

Operator: mgm_lestes

Date: 3/23/2021

Time: 1:28 PM (UTC - 5:00)

Paid out to: JACQUELINE DAVIS

UserID: 44391973

CUSTOMER SIGNATURE Jacqueline Davis

CASHIER SIGNATURE [Signature]

CASHIER LICENSE 57012

SUPERVISOR SIGNATURE _____

SUPERVISOR LICENSE _____

DUPLICATE - CUSTOMER

EXHIBIT F

3:07

Facebook

LTE



BETMGM

Customer Information

Hi Jacqueline,

Hope all is well.

We've had to suspend your account under our normal terms and condition given the volume of play generated.

We believe there was an error in the underlying game play on Luck O The Jackpot and your account is currently under review pursuant to our terms and conditions. The game has been disable pending this review.

Once we have completed our review, we will be back in contact with you. We plan to have this completed by the end of the week.

Thanks,

Nate R
VIP Team



Need a hand? We're here 24/7.

Get in touch [here](#).

EXHIBIT G



April 12, 2021

Via email to David Steingold at Detroitdefender@yahoo.com

RE: Jacqueline Davis – BetMGM Customer Investigation

Dear Mr. Steingold,

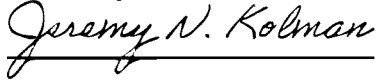
On March 21st, 22nd and 23rd 2021, BetMGM Casino Operations Team identified unusual activity and an improbable balance associated with Ms. Davis's account. Per company policy, all unusual activity is flagged for review and Ms. Davis's account was suspended subject to an internal investigation. The subsequent investigation revealed a malfunction of the game in question, Luck O' the Roulette that resulted in certain win amounts being multiplied when transferred from the onscreen balance to the patron's wallet. This resulted in an inaccurate and inflated amount being awarded to Ms. Davis's wallet despite Ms. Davis not actually winning that amount in the game.

Per BetMGM's Terms and Conditions, in the event of such a malfunction BetMGM "will seek to place all parties directly affected by such Error in the position they were in before the Error occurred[]" and "reserve[s] the right declare null and void any wagers or bets that were the subject of such Error and to take any money from [the patron's] Account relating to the relevant bets or wagers . . ." (See BetMGM Michigan Terms and Conditions – Section 17: Errors, available at: <https://help.mi.betmgm.com/en/general-information/legal-matters/general-terms-and-conditions>).

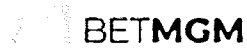
The results of BetMGM's investigation are reflected in the attached spreadsheet detailing Ms. Davis's play history. The spreadsheet identifies Ms. Davis's rounds of play, the "Correct Wallet" (column G), and the "Wrong Wallet" (column K) that resulted from the malfunction. The first malfunction occurred on Ms. Davis's 28th turn when she wagered \$8.70 (Column F), won \$12.25 (Column I), but due to the game malfunction was credited an additional \$33.24 (Column M), for an incorrect account balance of \$87.94 (Column N). This error continued to occur throughout Ms. Davis's gameplay resulting in the inflated balance to her account. Absent this error, Ms. Davis's account would have gone to zero approximately around her 368th turn and she would not have been able to continue playing without depositing additional funds.

Pursuant to the relevant Michigan Gaming Laws and Regulations, Luck O' the Roulette has since been removed from the Michigan market and the Michigan Gaming Control Board was notified of the malfunction. Should you have any questions or concerns regarding the above or the enclosed spreadsheet please contact me at Jeremy.Kolman@BetMGM.com or by phone at 215-218-8788.

Sincerely,



Jeremy N. Kolman



Director of Legal Affairs – Regulatory &
Litigation

E: Jeremy.Kolman@BetMGM.com

Enclosures