November 13, 2025

All Sports Wagering Operators

Dear Sports Wagering Licensees:

The Massachusetts Gaming Commission ("Commission") is aware that several Massachusetts sports wagering licensees are considering or have begun the process of partnering with entities in the prediction market space to begin offering event wagering contracts. Please accept this letter as notice that you are prohibited from offering sports-related event contracts in Massachusetts, directly or via an affiliate, related business entity, or other association, or directing patrons to such event contracts being offered in Massachusetts.[1]

As you know, sports wagering licensees have been authorized to offer sports wagering in Massachusetts by the Commission pursuant to M.G.L. c. 23N. Wagering on sporting events in Massachusetts is strictly governed by M.G.L. c. 23N, which defines "sports event" or "sporting event" as "a professional sport or athletic event, collegiate sport or athletic event, a collegiate tournament, motor race event, electronic sports event or other event authorized by the [C]ommission under [Chapter 23N]…" As such, wagering on sporting events may only be offered on authorized sports wagering platforms licensed by the Commission.

In the event you offer sports-related event contracts in Massachusetts or direct patrons to such event contracts being offered in Massachusetts, the Commission may take steps up to and including revocation of your license. In addition, to the extent any other regulator takes action against your license due to your operation in the prediction market space, such action may inform decisions related to your suitability in Massachusetts.

This notice shall not be construed as the Commission waiving any rights with respect to future determinations related to prediction markets and event contracts. Please provide a written response within ten business days identifying the steps you will take to ensure compliance with this notice.

[1] At this time, we will not speak to sports-related event contracts offered outside of Massachusetts or event contracts generally. However, we reserve the right to address those topics in the future.

Sincerely,

Dean Serpa
Executive Director