

September 24, 2025

**SUBMITTED VIA CFTC PORTAL**

Secretary of the Commission  
Office of the Secretariat  
U.S. Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, N.W.  
Washington, D.C. 20581

Re: KalshiEX LLC – CFTC Regulation 40.2(a) Notification Regarding the Initial Listing of the “Will <participant> win <competition>?” Contract

Dear Sir or Madam,

Pursuant to Section 5c(c) of the Commodity Exchange Act and Section 40.2(a) of the regulations of the Commodity Futures Trading Commission, KalshiEX LLC (Kalshi), a registered DCM, hereby notifies the Commission that it is self-certifying the “Will <participant> win <competition>?” contract (Contract). The Contract will initially be listed after close-of-business on **September 25, 2025**; it is listed as the day after because of limitations of the Commission's online submission portal. The Exchange intends to list the contract on a **custom ▾** basis. The Contract’s terms and conditions (Appendix A) includes the following strike conditions:

- **<date>**
- **<participant>**
- **<competition>**

Along with this letter, Kalshi submits the following documents:

- A concise explanation and analysis of the Contract;
- Certification;
- Appendix A with the Contract’s Terms and Conditions;
- Confidential Appendices with further information; and
- A request for FOIA confidential treatment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Xavier Sottile  
Head of Markets  
KalshiEX LLC  
xsottile@kalshi.com



KalshiEX LLC

Official Product Name: “Will <participant> win <competition>?”

Rulebook: COMPETITIONREALITYWIN

Summary: Whether <participant> will win the <competition>

Kalshi Contract Category: Sports

Kalshi Internal Category: Sports

September 24, 2025

## **CONCISE EXPLANATION AND ANALYSIS OF THE PRODUCT AND ITS COMPLIANCE WITH APPLICABLE PROVISIONS OF THE ACT, INCLUDING CORE PRINCIPLES AND THE COMMISSION'S REGULATIONS THEREUNDER**

Pursuant to Commission Rule 40.2(a)(3)(v), the following is a concise explanation and analysis of the product and its compliance with the Act, including the relevant Core Principles (discussed in Appendix D), and the Commission's regulations thereunder.

### **I. Introduction**

The “Will <participant> win <competition>?” Contract is a contract relating to Sports.

Further information about the Contract, including an analysis of its risk mitigation and price basing utility, as well as additional considerations related to the Contract, is included in Confidential Appendices B, C, and D.

Pursuant to Section 5c(c) of the Act and CFTC Regulations 40.2(a), the Exchange hereby certifies that the listing of the Contract complies with the Act and Commission regulations under the Act.

**General Contract Terms and Conditions:** The Contract operates similar to other event contracts that the Exchange lists for trading. The minimum price fluctuation is \$0.01 (one cent). Price bands will apply so that Contracts may only be listed at values of at least \$0.01 and at most \$0.99. Further, the Contract is sized with a one-dollar notional value and has a minimum price fluctuation of \$0.01 to enable Members to match the size of the contracts purchased to their economic risks. As outlined in Rule 5.16 of the Rulebook, trading shall be available at all times outside of any maintenance windows, which will be announced in advance by the Exchange. Members will be charged fees in accordance with Rule 3.13 of the Rulebook. Fees, if they are charged, are charged in such amounts as may be revised from time to time to be reflected on the Exchange’s Website. A new Source Agency can be added via a Part 40 amendment. All instructions on how to access the Underlying are non-binding and are provided for convenience only and are not part of the binding Terms and Conditions of the Contract. They may be clarified at any time.

Furthermore, the Contract's payout structure is characterized by the payment of an absolute amount to the holder of one side of the option and no payment to the counterparty. During the time that trading on the Contract is open, Members are able to adjust their positions and trade freely. The Expiration Value and Market Outcome are determined at or after Market Close. The market is then settled by the Exchange, and the long position holders and short position holders are paid according to the Market Outcome. In this case, "long position holders" refers to Members who purchased the "Yes" side of the Contract and "short position holders" refers to Members who purchased the "No" side of the Contract. If the Market Outcome is "Yes," meaning that an event occurs that is encompassed within the Payout Criterion, then the long position holders are paid an absolute amount proportional to the size of their position and the short position holders receive no payment. If the Market Outcome is "No," then the short position holders are paid an absolute amount proportional to the size of their position and the long position holders receive no payment. Specification of the circumstances that would trigger a Market Outcome of "Yes" are included below in the section titled "Payout Criterion" in Appendix A.

**CERTIFICATIONS PURSUANT TO SECTION 5c OF THE COMMODITY EXCHANGE  
ACT, 7 U.S.C. § 7A-2 AND COMMODITY FUTURES TRADING COMMISSION RULE  
40.2, 17 C.F.R. § 40.2**

Based on the above analysis, the Exchange certifies that:

- ☐ The Contract complies with the Act and Commission regulations thereunder.
- ☐ This submission (other than those appendices for which confidential treatment has been requested) has been concurrently posted on the Exchange's website at <https://kalshi.com/regulatory/filings>.

Should you have any questions concerning the above, please contact the exchange at [ProductFilings@kalshi.com](mailto:ProductFilings@kalshi.com).



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By: Xavier Sottile  
Title: Head of Markets  
Date: September 24, 2025

**Attachments:**

Appendix A - Contract Terms and Conditions

Appendix B (Confidential) - Further Considerations

Appendix C (Confidential) - Source Agency

Appendix D (Confidential) - Compliance with Core Principles

**APPENDIX A – CONTRACT TERMS AND CONDITIONS**

**Official Product Name: “Will <participant> win <competition>?”**

**Rulebook: COMPETITIONREALITYWIN**

## COMPETITIONREALITYWIN

**Scope:** These rules shall apply to this contract.

**Underlying:** The Underlying for this Contract is the outcome of <competition>, specifically whether <participant> is officially declared the winner of the competition's final installment (season finale, grand final, or equivalent) after Issuance and before the Expiration Date. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

**Source Agency:** The Source Agencies are, in hierarchical order, the official broadcaster or streaming platform of <competition> (e.g., NBC, ABC, CBS, FOX, BBC, ITV, Channel 4, MTV, VH1, Bravo, Netflix, Hulu, Amazon Prime Video, Peacock), the official website of <competition>, verified social media accounts of <competition> or its broadcaster/production company, official press releases issued by the production company or broadcaster, The Associated Press, Reuters, The New York Times, The Washington Post, Variety, The Hollywood Reporter, BBC, CNN, ABC News, ABC News Australia, The Guardian, CBS News, NBC News, Fox News, Entertainment Weekly.

**Type:** The type of Contract is an Event Contract.

**Issuance:** After the initial Contract, Contract iterations will be listed on an as-needed basis at the discretion of the Exchange and corresponding to the risk management needs of Members.

**<participant>:** <participant> refers to an individual, couple, team, act, or group formally entered as a contestant in <competition>. This includes contestants identified by their stage name, legal name, or official team/group designation as recognized by the competition. If the same contestant is referred to under multiple designations (e.g., "Destiny's Child" and "Beyoncé Knowles"), all such references are treated as referring to the same underlying entry. The Exchange reserves the right, additionally, where contestants compete as a team, to designate <participant> as an individual, group, or team. <participant> may also be identified by distinguishing characteristics (e.g. "any female cast member"), as part of a group, or take the forms "Any" or "None".

**<competition>:** <competition> refers to the competition specified by the Exchange (e.g., "Dancing With the Stars," "Love Island," "America's Got Talent"). <competition> is defined as the official televised or streamed season of the competition, as produced and/or broadcast by the designated broadcaster, creator, or streaming service. For competitions with multiple geographic versions or seasons (e.g., *Love Island UK* vs. *Love Island USA*), only the version specified by the Exchange applies. For "All-Stars," "Celebrity," or special edition seasons, the Contract applies only if explicitly listed for that edition.



**<date>:** <date> refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations of <date>.

**Payout Criterion:** The Payout Criterion for the Contract encompasses the Expiration Values that <participant> is officially declared the winner of <competition>.

- To be declared the winner of <competition> means that <participant> has been officially announced as the winner of the <competition>'s final competitive installment (e.g., finale, grand final, final episode, or equivalent) or the <competition> period, or the <competition> broadly defined, by the relevant <competition> authority (such as the broadcaster, production company, or official host).
- The announcement must occur on the program's official finale (whether live, pre-recorded, or delayed broadcast) or via the competition's official channels (including official website, verified social media accounts, or press releases) immediately following the finale.
- If multiple participants are declared winners (e.g., tied winners or joint winners), Contracts referring to any participant included in the official winner designation resolve to Yes. If multiple participants are declared (e.g. tied winners or join winners), then the markets for those participants will resolve so "Yes" holders receive \$1/[the number of <participant>s declared as the winners of <competition>] rounded down to the nearest cent and "No" holders receive \$1 minus the Yes payout. For example, if two participants are reported to have won <competition> , both "Yes" and "No" holders for each of those participants shall receive \$0.50 per share.
- If no <participant>s are declared winners (e.g. if <competition> is "The Bachelor" and nobody is chosen), the markets for all such <participant>s will resolve to "No". If a <participant> or <participant>s are declared to be the prospective winner(s), but decline the trophy/award/position, they will NOT be considered as having won ONLY if the official announcement or regard of victory by <participant> is conditional on their agreement/acceptance.
- If <participant> is disqualified, removed, or voluntarily withdraws before the final announcement and is not declared an official winner, the Contract resolves to No.
- If a winner is later disqualified, stripped of the title, or replaced after the finale, the original declaration of winner at the finale governs resolution. Later changes do not affect resolution.
- If the season of <competition> or <competition> is canceled, truncated, or otherwise concluded without an official winner announcement, the Contract resolves to No.
- If a finale is postponed but subsequently airs and includes a winner declaration, resolution is based on that announcement.

- If the show crowns winners across multiple streams (e.g., separate male/female winners, team-based winners, or category-based winners), the Contract resolves to Yes only if <participant> is one of the officially announced winners.
- Titles or awards that are not explicitly designated as the primary winner of the season (e.g., “fan favorite,” “Miss Congeniality,” “America’s Choice,” “most improved”) do not qualify as winning for the purposes of this Contract.

**Examples that would resolve the market to Yes:**

- Dancing With the Stars: <participant> receives the Mirrorball Trophy in the finale
- Love Island: <participant> is part of the couple officially declared the winners of the season
- America’s Got Talent: <participant> is named the season’s winner in the finale
- Winner announced, but later stripped of the title by producers

**Examples that would NOT resolve the market to Yes:**

- Finale airs but <participant> places runner-up or finalist only
- Show halts mid-season and no winner is announced

**Minimum Tick:** The Minimum Tick size for the Contract shall be \$0.01.

**Position Accountability Level:** The Position Accountability Level for the Contract shall be \$25,000 per strike, per Member.

**Last Trading Date:** The Last Trading Date of the Contract will be the Expiration Date. The Last Trading Time will be 11:59 PM ET.

**Settlement Date:** The Settlement Date of the Contract shall be no later than the day after the Expiration Date, unless the Market Outcome is under review pursuant to Rule 7.1.

**Expiration Date:** The latest Expiration Date of the Contract shall be one week after <date>. If an event described in the Payout Criterion occurs, expiration will be moved to an earlier date and time in accordance with Rule 7.2.

**Expiration time:** The Expiration time of the Contract shall be 10:00 AM ET.

**Settlement Value:** The Settlement Value for this Contract is \$1.00.

**Expiration Value:** The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration time.

**Contingencies:** Before Settlement, Kalshi may, at its sole discretion, initiate the Market Outcome Review Process pursuant to Rule 7.1 of the Rulebook. If an Expiration Value cannot be determined on the Expiration Date, Kalshi has the right to determine payouts pursuant to Rule 7.1 in the Rulebook.