

July 18, 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 <person> be on the cover of <media>?” 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 <person> be on the cover of <media>?” contract (Contract). The Contract will initially be listed after close-of-business on **July 18, 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>**
- **<person>**
- **<media>**

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 <person> be on the cover of <media>?”

Rulebook: MEDIACOVER

Summary: Person featured on media cover

Kalshi Contract Category: Entertainment/Popular Culture

Kalshi Internal Category: Entertainment

July 18, 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 <person> be on the cover of <media>?” Contract is a contract relating to Entertainment.

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 5.12 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 3.6 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.



By: Xavier Sottile
Title: Head of Markets
Date: July 18, 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 <person> be on the cover of <media>?”

Rulebook: MEDIACOVER

MEDIACOVER

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the identity of the person(s), entity(ies), subject(s), or content appearing on the cover of <media> as documented by the Source Agencies. For media that publish multiple cover variants of the same release (e.g., regional editions, special editions, collector's editions), all official variants are considered part of the Underlying. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Instructions: The Underlying can be found at the official <media> website, retail outlets, digital platforms, and verified through Source Agency reporting. These instructions on how to access the Underlying 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.

Source Agency: The Source Agencies are <media> and its parent company or publisher, the official website of <media>, the official social media accounts of <media>, The New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, Semafor, The Information, The Washington Post, The Wall Street Journal, ABC, CBS, CNN, Fox News, MSNBC, NBC, Billboard, The Hollywood Reporter, Variety, Entertainment Weekly, IGN, GameSpot, Polygon, Kotaku, Game Informer, Rolling Stone, Pitchfork, NME, Spin, Stereogum, Publishers Weekly, Media Week, and verified social media accounts of the cover subject(s) or creator(s).

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.

<media>: <media> refers to a specific publication, release, or product and edition as specified by the Exchange. This includes, but is not limited to:

- Magazines (e.g., "Time Magazine December 2025 issue")
- Video games (e.g., "Grand Theft Auto VI standard edition")
- Albums (e.g., "Taylor Swift's next studio album")
- Books (e.g., "Stephen King's next novel hardcover edition")
- Movies (e.g., "Avatar 3 theatrical poster")
- Other media products with cover art The Exchange may list iterations of the Contract corresponding to different media types and releases. <media> may also refer to any media product described by characteristic (e.g. "any book", "any", or "none").

<person>: <person> refers to an individual, group, entity, character, or subject specified by the Exchange. This may include:

- Named individuals (with identity persistence through name changes)
- Groups, bands, or collectives
- Fictional characters or mascots
- Non-human subjects (e.g., objects, concepts, animals, landscapes)
- Anonymous or masked individuals if featured
- Abstract concepts or artistic representations
- "No person" for covers without identifiable subjects
- "Other" for any subject not specifically listed
- "Any person"
- Multiple persons using AND/OR logic

<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 <person> appears on the cover of <media>. An official announcement or reveal of the cover before publication/release is sufficient to resolve the market to Yes.

An appearance on the cover includes:

- Being the primary subject of the main cover image
- Being one of multiple subjects in a group cover
- Being depicted in illustration, painting, digital art, or artistic rendering
- Being represented through photography, whether original, archival, or composite
- Being shown partially (e.g., hands, silhouette, profile) if identified by official sources
- Appearing on ANY official variant cover of the same release unless otherwise specified

Multiple Cover Variants:

- If <media> announces multiple official cover variants for the same release (e.g., standard edition, deluxe edition, retailer exclusives, regional variants), appearing on ANY variant counts as appearing on the cover unless otherwise specified
- Digital-only covers count if officially announced by <media> or its publisher
- Reversible covers, gatefold covers, or wrap-around covers count as single covers

The appearance does NOT include:

- Being mentioned only in text without visual representation

- Appearing only on the spine, back cover, or disc/cartridge art
- Appearing only in supplementary materials (e.g., instruction manuals, liner notes)
- Appearing only in augmented reality, QR codes, or interactive digital elements
- Fan-made, bootleg, or unofficial covers
- Appearing in advertisements, stickers, or shrink wrap around the media
- Placeholder or prototype covers that are not used for the final release

Special Cases:

- For anonymous or masked subjects, the official description determines identity
- For illustrated or artistic covers, the subject must be identifiable or identified by official sources
- If a cover is recalled, censored, or changed before wide distribution, it still counts if it was officially 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 same as the Expiration Date. The Last Trading Time will be the same as the Expiration time.

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 six months after the scheduled release date of <media>. If the cover subject(s) have been officially revealed by Source Agencies, 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 6.3(d) of the Rulebook. If an Expiration Value cannot be determined on the Expiration Date, Kalshi has the right to determine payouts pursuant to Rule 6.3(b) in the Rulebook.

