

June 11, 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 “Who will win <league> <award> in <season>?” 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 “Who will win <league> <award> in <season>?” contract (Contract). The Contract will initially be listed after close-of-business on June 11, 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>**
- **<league>**
- **<award>**
- **<season>**
- **<participant>**
- **<player>**

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: “Who will win <league> <award> in <season>?”**

**Rulebook: SPORTAWARD**

**Summary: League award winner for the season**

**Kalshi Contract Category: Sports**

**Kalshi Internal Category: Sports**

**June 10, 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 “Who will win <league> <award> in <season>?” 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 5.12 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](mailto:ProductFilings@kalshi.com).



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By: Xavier Sottile  
Title: Head of Markets  
Date: June 10, 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: “Who will win <league> <award> in <season>?”**

**Rulebook: SPORTAWARD**

## SPORTAWARD

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

**Underlying:** The Underlying for this Contract is the recipient(s) of <award> in <league> for <season> as officially announced by the Source Agencies. 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, <league>, the official award voting or assigning body for <award> (if different from <league>), ESPN, the Associated Press, The Athletic, Sports Illustrated, Fox Sports, CBS Sports, NBC Sports, The Sporting News, Bleacher Report, and the official websites of all teams in <league>.

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

**Issuance:** The Contract is based on the outcome of a recurrent event. Thus, Contract iterations will be issued on a recurring basis, and future Contract iterations will generally correspond to the next <season>.

**<participant>:** <participant> refers to potential winners of <award> in <league> during or for <season>. This includes players who played for multiple teams during <season>, players who were injured or suspended during <season>, and players who retired during or after <season> but before the award announcement. <participant> may also take the value "No Award Given," "Tie/Co-Winners," or "Other."

**<award>:** <award> refers to a specific individual award in <league>, including year and league/conference designation (e.g., "2025 NFL MVP," "2025 AL Cy Young Award," "2025-26 NBA Rookie of the Year"). For awards that exist in multiple versions within the same league (e.g., AL/NL in MLB, AFC/NFC in NFL if applicable), each version must be specified separately unless <award> explicitly encompasses multiple versions.

**<league>:** <league> refers to a professional or collegiate sports league or association. This may include but is not limited to: National Football League (NFL), Major League Baseball (MLB), National Basketball Association (NBA), National Hockey League (NHL), Major League Soccer (MLS), National Collegiate Athletic Association (NCAA) divisions, or international leagues.

**<season>:** <season> refers to the competitive period for which <award> is given.

**Payout Criterion:** The Payout Criterion for the Contract encompasses the Expiration Values that <participant> is the official recipient of <award> for <season> after Issuance and before <date>.



- If multiple participants are announced as co-winners (tied in voting or otherwise sharing the award), and "Tie/Co-Winners" is listed as a <participant>, then "Tie/Co-Winners" resolves to Yes and all other markets resolve to No.
- If no award is given for <season> (cancelled, not awarded, or no eligible recipients), "No Award Given" resolves to Yes if listed; all <participant> contracts resolve to No regardless.
- Resolution is based on the official announcement by the voting body or league, not preliminary announcements, leaked results, or betting odds. Media reports alone are insufficient unless confirmed by the Source Agencies.
- If <award> is renamed during <season>, the market's outcome is unchanged. Cosmetic name changes alone do not affect resolution.
- Interim selections (e.g., finalists, All-Star selections) do not trigger resolution unless explicitly part of <award> definition.
- Any revocation, vacation, or change to award recipients after Expiration will not affect market resolution.
- If <participant> is ruled ineligible to win <award> (or they are not listed as a finalist or contender, if that is a step in that process; or withdraw from consideration if that is effective at removing them from consideration), then the market resolves to No immediately.

**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 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 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.