Date of Submission

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 <mountain offering> be open at Vail Mountain <time period>?" 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 <mountain offering> be open at Vail Mountain <time period>?" contract (Contract). The Contract will initially be listed after close-of-business on Date of Submission; 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:

- **<mountain offering>**
- **<time period>**

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 <mountain offering> be open at Vail Mountain <time period>?"
Rulebook: VAILMOUNTAINREPORT
Summary: Ski lift and trail opening status
Kalshi Contract Category: Weather/Climate
Kalshi Internal Category: Climate and Weather
Date of Submission

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 E), and the Commission's regulations thereunder.

I. Introduction

The "Will <mountain offering> be open at Vail Mountain <time period>?" Contract is a contract relating to Climate and Weather.

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 C, D, and E.

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.

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By: Xavier Sottile
Title: Head of Markets
Date: Date of Submission

Attachments:

Appendix A - Contract Terms and Conditions
Appendix B - Trading Prohibitions
Appendix C (Confidential) - Further Considerations
Appendix D (Confidential) - Source Agency
Appendix E (Confidential) - Compliance with Core Principles

APPENDIX A – CONTRACT TERMS AND CONDITIONS

Official Product Name: "Will <mountain offering> be open at Vail Mountain <time period>?"
Rulebook: VAILMOUNTAINREPORT

VAILMOUNTAINREPORT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the status of availability of <mountain offering> within <time period>, as documented by a Source Agency. 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, Vail Resorts (including the official website, mountain report, lift status page, and trail status page maintained for Vail Mountain, together with the official social media accounts identified on that website and the official press releases and investor communications of Vail Resorts), the Associated Press, Reuters, The New York Times, and The Wall Street Journal.

Type: The type of Contract is an Event Contract.

Issuance: The Contract is based on the outcome of a recurrent event. Contract iterations will be issued on a recurring basis, and Contract iterations will generally correspond to each specified <time period> (e.g., the start of the ski season) for each <mountain offering> at Vail Mountain.

<mountain offering>: <mountain offering> refers to one or more of the following, as specified by the Exchange: (i) a passenger lift (e.g., a chairlift, gondola, or aerial tramway) or a single, specifically identified named trail or run, in either case operated by Vail Mountain; (ii) two or more such lifts and/or trails, specified by the Exchange and joined either by "and" or by "or." Where joined by "and," <mountain offering> is open only when every specified lift and trail is open on the same calendar day. Where joined by "or," <mountain offering> is open when at least one specified lift or trail is open; or (iii) a specified minimum number of trails or runs (e.g., "at least 5 trails"), in which case <mountain offering> is open when the cumulative count of distinct trails or runs designated by Vail Mountain as open on any one or more days within <time period>, as documented by a Source Agency, is greater than or equal to the number specified by the Exchange, without regard to which specific trails or runs are open or whether they were open simultaneously. Each lift or trail comprising <mountain offering> under (i) or (ii) is identified by the name assigned to it by Vail Mountain as of the date the Contract is listed. A change in the name of a lift or trail comprising <mountain offering>, or the replacement of a lift with successor equipment serving substantially the same base and top terminal locations and alignment, does not affect its identification. If a lift or trail comprising <mountain offering> under (i) is permanently removed, decommissioned, or realigned such that no successor lift or trail serving substantially the same function and alignment exists, and it has not yet opened within <time period> as of that date, the Contract will resolve No. If <mountain offering> is specified using "and" logic under (ii) and any one lift or trail comprising <mountain offering> is permanently removed, decommissioned, or realigned without a qualifying successor before there has been a calendar day within <time period> on which every lift and trail comprising <mountain offering> was open, the Contract will resolve No, because the "and" condition can no longer be satisfied. If <mountain offering> is specified using "or" logic under (ii), the Contract will resolve No only if every lift and trail comprising <mountain offering> is permanently removed, decommissioned, or realigned without a qualifying successor, in each case without having opened within <time period>. If <mountain offering> is specified using a minimum number of trails or runs under (iii), and Vail Mountain permanently reduces its total skiable trail or run count such that the specified minimum can no longer mathematically be reached (i.e., the number of distinct trails or runs already counted within <time period> plus the number of remaining trails or runs not yet counted is less than the number specified by the Exchange), and the minimum has not yet been reached as of that date, the Contract will resolve No. The Exchange may list iterations of the Contract corresponding to variations of <mountain offering>.

<time period>: <time period> refers to a specific range of time as specified by the Exchange. This may be defined by exact dates (e.g., "between January 1, 2026, and December 31, 2026"), relative markers (e.g., "before July 1, 2027"), an event, or broader intervals (e.g., "Q1–Q2 2027," "January–March 2026"). "Between" is inclusive of both endpoints, while "before" and "after" exclude the specified date unless stated otherwise. Calendar days and the end of <time period> are determined in Eastern Time (ET). <time period> may also refer to multiple dates (even if non-consecutive), or to a singular and discrete date or time. The Exchange may list iterations of the Contract corresponding to variations of <time period>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values in which <mountain offering> is open at Vail Mountain <time period>, as documented by a Source Agency.

Additional Clarifications:

- For the avoidance of doubt, <mountain offering> is open if there exists at least one calendar day within <time period> on which <mountain offering> is open at Vail Mountain, as documented by a Source Agency.
    - Where a lift comprises <mountain offering>, that lift is open on a given day if it is announced by a Source Agency to be operating to transport members of the general public uphill for downhill skiing or snowboarding use, on a day on which such access is offered to members of the general public; access is offered to members of the general public on any day on which any person may access the lift by holding or purchasing a valid season pass, lift ticket, or reservation, including days on which access is limited to holders of season passes, advance reservations, or particular pass or ticket products.
    - Where a trail or run comprises <mountain offering>, that trail or run is open on a given day if it is announced by a Source Agency as open for downhill skiing or

snowboarding use, and access to it is offered to members of the general public (using the same general-public access standard set forth above) via an operating lift or an open uphill route serving that trail or run.

- Access is not offered to members of the general public on any day on which access to a lift or trail comprising <mountain offering> is restricted to employees or contractors of Vail Mountain or its operator, invited media, or participants or invitees of a private or invitation-only event.
- Under (iii), the cumulative count of distinct trails or runs open within <time period> is determined by adding, for each day within <time period>, any trail or run reported open by a Source Agency for Vail Mountain on that day that has not already been counted on a prior day, until the cumulative total meets or exceeds the number specified by the Exchange; each day's reported open trails or runs are presumed to reflect the "open" standard set forth above, unless otherwise specified by the Exchange or unless a Source Agency's reported figure is shown to be based on a materially different standard for "open," in which case Rule 7.1 governs. Where a Source Agency reports only an aggregate number of open trails or runs for a day without identifying the specific trails or runs, the cumulative total shall be no less than the highest such single-day number reported within <time period>. For the avoidance of doubt, under (iii), the distinct trails or runs comprising the cumulative count need not be open simultaneously with one another, or on the same day, at any point within <time period>; a trail or run is counted toward the cumulative total once it has been open, as documented by a Source Agency, on at least one day within <time period>, regardless of whether it later closes, and it does not matter how many other trails or runs, if any, were open on that same day.
- If <mountain offering> is open at any point within <time period>, <mountain offering> is considered "open," even if later closed.
- If multiple Source Agencies conflict as to whether <mountain offering> is open, the hierarchy set out in Source Agency above will govern. Continuing ambiguity or dispute will be resolved by Kalshi pursuant to Rule 7.1.
- If a Source Agency corrects or retracts a previously reported lift status, trail status, or open-trail count prior to Expiration, the corrected figure governs. Corrections, retractions, or removals published after Expiration will not be accounted for.
- If no Source Agency documents <mountain offering> as open within <time period> by the Expiration Date, the Contract will resolve No.

If a natural person who is the primary subject of a Contract’s Underlying or Payout Criterion dies prior to Expiration, or if an act or attempted act of violence, assassination, or terrorism directly prevents, interrupts, or causes the event that is the primary subject of a Contract’s Underlying or Payout Criterion, Kalshi may, in its sole discretion, settle the Contract at the last traded price prior to the death or act. If Kalshi determines that trading activity was materially affected by the circumstances giving rise to the death or act, Kalshi may instead use the last traded price prior to such circumstances becoming known or reasonably anticipated by market participants. For purposes of this Rule, Kalshi may rely on an approximate time where the precise time is unknown or cannot be reasonably determined. If Kalshi determines that no last traded price represents a fair settlement, the Outcome Review Committee shall determine the fair settlement price. Kalshi may halt or pause trading in any such Contract (with public notice on Kalshi's website or the Platform) if it reasonably believes that a death or act of terrorism subject to this Rule has occurred, is imminent, or that circumstances giving rise to such an occurrence may be happening. Determinations of Kalshi and the Outcome Review Committee under this Rule are final and not subject to review.

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 final day of <time period>. The Last Trading Time will be one minute prior to the end of <time period>.

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 the final day of <time period>. 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.

APPENDIX B – TRADING PROHIBITIONS

In addition to the general prohibition against trading on material nonpublic information, the Exchange will institute additional prohibitions for trading the contract. Persons under 18 years of age are not permitted to create Kalshi accounts. The following individuals will be prohibited from trading:

- Employees, officers, and directors of Vail Resorts, Inc. and its subsidiaries.
- Mountain operations, lift operations and maintenance, ski patrol, avalanche control, grooming, and slope-safety personnel of the relevant resort who determine or document whether <mountain offering> is open, and their supervisors, including seasonal employees and contractors performing such functions.
- Communications, marketing, and public-relations personnel of the relevant resort and its operator, and employees of external agencies engaged for such functions with pre-publication access to lift status, trail status, or open-trail-count data.
- Contractors and vendors engaged in the construction, maintenance, inspection, or certification of any lift comprising <mountain offering>.
- Employees of state passenger tramway or aerial lift regulatory and inspection authorities with jurisdiction over the relevant resort (including the Colorado Passenger Tramway Safety Board) with pre-public knowledge of the certification or inspection status of any lift comprising <mountain offering>.
- Ultimate beneficial owners of the relevant resort and its operator.
- Any person who otherwise has the ability to influence, or has advance knowledge of, whether or when <mountain offering> is open.
- The immediate family members and members of the same household of any person described above