



Gemini Titan, LLC
600 Third Avenue, 2nd Floor
New York, NY 10016
United States of America

September 23, 2026

VIA ELECTRONIC SUBMISSION

Christopher J. Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Gemini Titan, LLC Product Self-Certification under 17 C.F.R. § 40.2(a) for “Will the Detroit Lions be Leading at the end of the first quarter of the New York Jets at Detroit Lions game on September 27, 2026?” Event Contract.

Dear Mr. Kirkpatrick,

Pursuant to 17 C.F.R. § 40.2(a), **Gemini Titan, LLC** (the “**Exchange**”), a designated contract market (“**DCM**”), hereby notifies the Commodity Futures Trading Commission (the “**Commission**”) of its intention to list “**Will the Detroit Lions be Leading at the end of the first quarter of the New York Jets at Detroit Lions game on September 27, 2026?**” (the “**Contract**”) for trading on the Exchange no earlier than Friday, September 25, 2026, which is no earlier than one business day following this submission.

Consistent with CFTC Staff Letter No. 26-08 (March 12, 2026) and CFTC Staff Letter No. 26-22 (July 24, 2026), the Exchange submits this Contract as a single, specific event contract identifying one named team, one specified period of the Game, one named game, and one identified settlement source, rather than as a Broad Template Certification. The Exchange intends to rely on this certification as the referenced contract for a subsequent event contract series certification to be filed pursuant to 17 C.F.R. § 40.2(d), covering other teams, the tie outcome, other periods (including other quarters, halves, and the full game exclusive of overtime), and other NFL games that share an identical settlement source and methodology with this Contract.

Along with this letter, the Exchange hereby submits:

- (i) The Contract's Rules/terms and conditions as Attachment A;
- (ii) A concise explanation and analysis demonstrating that the Products comply with the Commodity Exchange Act (the "**Act**") as confidential attachment B; and
- (iii) A confidential treatment request made pursuant to 17 C.F.R. § 145.9.

The Exchange hereby certifies that the listing of the Contract complies with the Act and the Commission regulations promulgated thereunder. The Exchange also certifies that it is not aware of any substantive opposing views regarding the listing of the Contract, and that this submission, except for the appendices for which confidential treatment has been requested, has been concurrently posted on the Exchange's website at <https://www.gemini.com/titan/product-filings>.

The Exchange respectfully requests confidential treatment for the materials identified in the separately attached confidential treatment request (the "**Confidential Materials**"). This request is made pursuant to 17 C.F.R. § 145.9 and should be construed to cover the Confidential Materials in their entirety. If the Commission receives a FOIA request for the Confidential Materials, please notify the undersigned so the Exchange may provide the detailed written justification contemplated by the Commission's FOIA rules. The Exchange understands that the request itself may be treated as a public document under § 145.9(d)(6).

If you have any questions regarding this submission, please contact the undersigned at the information below.

Sincerely,

Andrew R. Beatty
Chief Legal Officer
Gemini Titan, LLC
andrew.beatty@gemini.com

Attachment A

Rule Text for “Will the Detroit Lions be Leading at the end of the first quarter of the New York Jets at Detroit Lions game on September 27, 2026?”

(a)General

- (1)These Contract Rules govern the trading of “Will the Detroit Lions be Leading at the end of the first quarter of the New York Jets at Detroit Lions game on September 27, 2026?” (the “Contract”) on the Exchange and the clearing of the Contract through the Clearing House.
- (2)Capitalized Terms used, but not defined herein, have the meanings ascribed to them in the Exchange Rulebook.
- (3)This Contract references a single, identified team, a single specified period of the Game, and a single identified NFL game, and does not admit of any additional parameters, iterations, or permutations. The Exchange intends to separately submit a certification pursuant to 17 C.F.R. § 40.2(d) that references this Contract as the basis for an event contract series covering other teams, the tie outcome, other periods, and other NFL games that share an identical settlement source and methodology with this Contract.

(b)Underlying

- (1)The Underlying for the Contract is whether the Detroit Lions are Leading at the end of the first quarter of the game scheduled between the New York Jets and the Detroit Lions on September 27, 2026, at Ford Field, Detroit, Michigan, with a scheduled kickoff of 1:00 PM ET (the “Game”), as documented by the Source Agency. For purposes of the Contract, the Detroit Lions are “Leading” if, at the end of the first quarter of the Game, the Detroit Lions have scored strictly more points than the New York Jets. If, at that point, both teams have scored an identical number of points, the Game is tied at the end of the first quarter, which is a normal and expected outcome for purposes of the Contract; a tie at that point is separately covered by the Exchange’s companion event contract referencing whether the Game is tied at the end of the first quarter. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.
- (2)The Contract is cash-settled and applies solely to the first quarter of the Game.
- (3)For purposes of the Contract, the “Detroit Lions” and the “New York Jets” refer to the NFL teams of those institutions participating in the Game, regardless of the roster of players who participate in the Game on behalf of either team.

- (4)The Source Agency is NFL.com and the NFL's official Game Statistics and Information System ("GSIS"), including its official quarter-by-quarter scoring summary. If the Source Agency is not available, the Exchange may use the following, in hierarchical order, as a backup: (i) ESPN and (ii) NBC, CBS, FOX, Amazon Prime Video, Peacock, Netflix, or the official broadcast or streaming partner of the Game.
- (5)The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(c)Contract Size

- (1)The Contract has a notional size of one dollar (\$1.00).

(d)Settlement and Expiration

- (1)The Payout Criterion for the Contract is whether the Detroit Lions are Leading at the end of the first quarter of the Game, as defined in Section (b)(1) above, subject to the following rules:
- (i)The Contract resolves to \$1.00 if the Detroit Lions have scored strictly more points than the New York Jets at the end of the first quarter of the Game, as officially determined under the NFL's official scoring rules.
 - (ii)The Contract resolves to \$0.00 if the Detroit Lions have not scored strictly more points than the New York Jets at the end of the first quarter of the Game, as officially determined under the NFL's official scoring rules, including because the New York Jets have scored more points than the Detroit Lions or because the two teams have scored an identical number of points (a tie) at that point. A tie at the end of the first quarter is a normal and expected outcome and, consistent with subsection (b)(1) above, does not alter the binary resolution of this Contract.
 - (iii)The recorded value reflects the official score of both teams during the first quarter of the Game only (i.e., the number of points scored by the Detroit Lions and the number of points scored by the New York Jets during the first quarter), as documented by the Source Agency's quarter-by-quarter scoring summary.
 - (iv)If the Game is postponed or delayed from its originally scheduled kickoff for any reason (including weather, stadium conditions, or travel disruptions), the Contract shall remain open and active. If the Game is rescheduled and begins within 7 days of its originally scheduled kickoff, the Contract will resolve based on the official first-quarter result of the rescheduled Game, as reported by the Source Agency's quarter-by-quarter scoring summary, and will expire one hour after that result is reported. If the Game does not begin within 7 days of its originally scheduled kickoff for any reason (including because the Game is officially cancelled or is rescheduled to a date more than 7 days after its originally scheduled kickoff), the

Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.

(v) If the Game is officially cancelled with no result declared and no make-up game scheduled, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.

(vi) If the Game begins but is suspended and later completed (including completion on a subsequent day), settlement shall be based on the official first-quarter score of both teams in the Game as reported by the Source Agency's quarter-by-quarter scoring summary following the Game's completion.

(vii) The value as recorded by the Source Agency at the Expiration Date determines settlement. Changes to the result occurring after the Expiration Date will not affect settlement.

(2) 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 the Rulebook.

(3) The Expiration Date of the Contract shall be the date one hour after the official final statistics of the Game are reported by the Source Agency, or as otherwise determined pursuant to Section (d)(1) above.

(4) The Expiration Time of the Contract shall be one hour after the official final statistics of the Game are reported by the Source Agency.

(e) Listing and Trading Hours

(1) As outlined in the Rulebook, trading shall be available at all times outside of any maintenance windows, which will be announced in advance by the Exchange.

(2) The Last Trading Date and Last Trading Time of the Contract will be the same as the Expiration Date and Expiration Time.

(f) Price Limits and Minimum Quote Increment

(1) The Minimum Quote Increment for the Contract is \$0.01, provided that the Exchange may set a smaller Minimum Quote Increment for the Contract, which may be as small as \$0.0001, pursuant to the Rulebook.

(2) There shall be no Orders for transactions in the Contract at a price less than one cent (\$0.01) or more than ninety-nine cents (\$0.99).

(g) Position Accountability and Position Limits

(1) The position accountability level shall be \$25,000 of notional exposure.

(2) No position limits apply. The Contract is not considered an economically equivalent swap under 17 C.F.R. § 150.1.

(h) Additional Settlement Contingencies

(1) Before Settlement, the Exchange may, at its sole discretion, initiate the Market Outcome Review Process set forth in Rule 7.1 of the Rulebook. If an Expiration Value cannot be determined on the Expiration Date (including because the Game is cancelled or a team has forfeited, withdrawn, or been disqualified in a scenario not described above), the Exchange has the right to determine payouts pursuant to Rule 7.1 of the Rulebook.