

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION, an Indiana Unincorporated
Association,

Plaintiff,

v.

DRAFTKINGS, INC., a Nevada Corporation

Defendant.

Case No. 1:26-CV-557

**COMPLAINT FOR TRADEMARK
INFRINGEMENT, TRADEMARK
FALSE ASSOCIATION AND UNFAIR
COMPETITION, AND DILUTION**

JURY TRIAL DEMANDED

COMES NOW Plaintiff National Collegiate Athletic Association (“Plaintiff” or the “NCAA”), and for its Complaint against Defendant DraftKings, Inc. (“DraftKings” or “Defendant”), respectfully states as follows:

NATURE OF ACTION

1. This is an action for trademark infringement, trademark false association and unfair competition, and trademark dilution, in violation of 15 U.S.C. §§ 1114 and 1125. The NCAA seeks, among other remedies, preliminary and permanent injunctive relief, damages, and such other relief as the Court deems just and equitable under the circumstances.

2. The NCAA operates the NCAA Division I Men’s and Women’s Basketball Tournaments (collectively, the “Tournaments”), among the most famous and widely recognized sporting events in the United States, commanding nationwide attention each year and standing as cultural institutions synonymous with college basketball excellence and national spectacle.

3. The Tournaments exert enormous cultural and economic influence by shaping national sports conversation, driving massive media viewership and advertising revenue,

energizing universities and local economies, and have become an annual shared experience that extends far beyond college basketball fans.

4. In connection with the Tournaments, the NCAA extensively uses and promotes its federally protected MARCH MADNESS®, FINAL FOUR®, ELITE EIGHT®, and NCAA SWEET SIXTEEN® trademarks to identify, brand, advertise, and distinguish the Tournaments across broadcast media, digital platforms, merchandise, sponsorships, and licensed commercial activities nationwide.

5. The NCAA has purposefully avoided any appearance of affiliation with gambling companies—including by declining sportsbook sponsorships, banning sports betting by student-athletes and staff, opposing highly damaging prop bets and micro-bets, and launching initiatives such as its “Draw the Line” campaign—because preventing harassment and improper influence in college sports, and preserving the integrity, reputation, and goodwill of the NCAA championships require a firm separation from commercial gambling.

6. Defendant DraftKings is a for-profit sports betting and online gambling company that aggressively markets and monetizes wagering products tied to major sporting events nationwide, including the Tournaments, through an array of pervasive advertising campaigns that push gambling participation among vulnerable populations. Additionally, through its promotion of highly specific prop bets and micro-bets, DraftKings creates incentives and opportunities that threaten the integrity of competitions by exposing student-athletes to improper influence, pressure, and inducements to manipulate on-court conduct.

7. DraftKings recently adopted and began using the NCAA’s federally registered MARCH MADNESS®, FINAL FOUR®, ELITE EIGHT®, and NCAA SWEET SIXTEEN® trademarks, as well as confusingly similar variations thereof, including without limitation

MARCH MANIA, in connection with such gambling services, without authorization, and in a manner that is intended to and does falsely suggest an association with, sponsorship by, or approval of DraftKings by the NCAA, and that further dilutes and tarnishes the distinctive quality and reputation of those famous marks by linking them to commercial gambling activity.

8. The unauthorized use and infringement of the NCAA's famous trademarks, false suggestion of an association with or sponsorship by the NCAA, and tarnishment of the NCAA's and its famous trademarks' reputations by affiliating them with gambling in the minds of consumers, is causing immediate and irreparable harm to the NCAA by eroding control over its brands, undermining the integrity and goodwill of its championships, and falsely linking the NCAA to commercial gambling activity it has expressly rejected. Injunctive relief is necessary to prevent ongoing and escalating damage that cannot be remedied by money damages alone.

THE PARTIES

9. Plaintiff The National Collegiate Athletic Association is a non-profit unincorporated association with its principal place of business at 700 W. Washington St., Indianapolis, IN 46204.

10. Defendant DraftKings, Inc. is, on information and belief, a corporation organized and existing under the laws of the State of Nevada, having a principal place of business at 222 Berkeley St, Boston, MA 02116.

11. DraftKings operates interactive websites and mobile phone applications that are offered and accessible nationwide and are intentionally marketed, directed, and made available to individuals throughout the United States, including consumers within this judicial district.

JURISDICTION AND VENUE

12. This Court has original subject matter jurisdiction over the NCAA's claims pursuant to 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. §§ 1116 and 1121.

13. This Court has personal jurisdiction over this dispute pursuant to, *inter alia*, 15 U.S.C. §§ 1116, 1117, 1121 & 1125. On information and belief, DraftKings is doing business in this judicial district and has wrongfully used and continues to wrongfully use the NCAA's trademarks and/or confusingly similar variations in this judicial district and elsewhere and has wrongfully diluted the NCAA's trademarks in this judicial district and elsewhere, to falsely suggest an association with or sponsorship by the NCAA and in a manner which dilutes and tarnishes those trademarks.

14. Venue is properly founded in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial portion of the events giving rise to this action, on information and belief, occurred and are occurring in this judicial district, a substantial part of the property that is the subject of the action is situated in this judicial district, and DraftKings is subject to personal jurisdiction in this judicial district. On information and belief, DraftKings has wrongfully used, infringed, diluted, and upon information and belief, continues to wrongfully use, infringe, and dilute the NCAA's valuable trademarks in this judicial district.

FACTS COMMON TO ALL COUNTS

Plaintiff The National Collegiate Athletic Association

15. Founded in 1906, the NCAA has for more than a century served as the steward of collegiate athletics, fostering fair competition, academic excellence, and athletic opportunity, while shaping college sports into one of the most respected and enduring institutions in American life.

16. Today, the NCAA is the largest collegiate athletics governing body in the United States, coordinating competition and governance for more than 1,100 colleges and universities, roughly 500,000 participating student-athletes, and 92 championship events across three divisions and 24 distinct sports.

17. While its mission has grown, the NCAA's guiding purpose has remained constant: supporting member schools to provide a world-class athletics for student-athletes and maintaining the integrity and fairness of intercollegiate athletic competition.

18. Consistent with that mission, the NCAA has developed and oversees the NCAA Division I Men's Basketball Tournament—first held in 1939—which has grown into a premier national sporting event and a defining feature of the American sports landscape.

19. In 1982, the NCAA expanded to include the Division I Women's Basketball Tournament, which has likewise also grown into a premier national sporting event and a defining feature of the American sports landscape.

20. Today, the fields of both Tournaments include 68 teams each competing in a single-elimination format across four regional brackets, culminating in the National Championship games.

21. Held annually over approximately three weeks each spring and broadcast nationwide across multiple television and digital platforms, the Tournaments attract tens of millions of viewers each year and rank among the most-watched and commercially significant sporting events in the United States.

22. The NCAA broadcasts coverage of the Tournaments nationwide, through free television broadcasts, common cable, and streaming subscription services. In 2025 alone, the men's national semi-final games offered under the FINAL FOUR® mark averaged 15.3 million viewers, and the men's Championship Game had approximately 16 million viewers.

23. In-person attendance at the 2025 NCAA Division I Men's Basketball Tournament exceeded 700,000 for the third consecutive year.

The NCAA Basketball Marks

24. Throughout the 1970s, 80s, 90s, and beyond, the NCAA adopted and began using a number of trademarks in connection with its Tournaments, including MARCH MADNESS® (starting at least as early as 1982); FINAL FOUR® (starting at least as early as 1977); ELITE EIGHT® and ELITE 8™ (starting at least as early as 1993); NCAA SWEET 16®, NCAA SWEET SIXTEEN®, and SWEET 16™ (starting at least as early as 1998); and NCAA MARCH MADNESS & Design (reproduced below, starting at least as early as 2016) (collectively, the “NCAA Basketball Marks”), which through continuous, prominent, and exclusive use have become iconic source-identifiers uniquely associated with the NCAA and its Tournaments.



25. To further protect its extremely valuable NCAA Basketball Marks, and put others on further notice of its ownership and rights in, to, and under its NCAA Basketball Marks, the NCAA has acquired a number of U.S. federal trademark registrations and owns a pending trademark application for its NCAA Basketball Marks, including, without limitation:

- MARCH MADNESS® (U.S. Reg. No. 2,485,443) for “*entertainment in the nature of basketball tournaments between college teams*” in International Class 41;
- MARCH MADNESS® (U.S. Reg. No. 1,571,340) for “*entertainment services, namely, presentation of athletic and entertainment personalities in a panel forum*” in International Class 41;
- MARCH MADNESS® (U.S. Reg. No. 3,025,527) for “*providing sports information via the Internet*” in International Class 41, among others;

- FINAL FOUR® (U.S. Reg. No. 1,488,836) for “*association services, namely, conducting annual basketball tournaments at the college level*” in International Class 41;
- FINAL FOUR® (U.S. Reg. No. 2,377,720) for “*promoting the goods and services of others by allowing sponsors to affiliate their goods and services with collegiate championship tournaments*” in International Class 35;
- FINAL FOUR® (U.S. Reg. No. 2,964,266) for “*entertainment services, namely, providing information in the field of college sports via the Internet*” in International Class 41, among others;
- ELITE EIGHT® (U.S. Reg. No. 2,031,593) for “*conducting annual basketball tournaments at the college level*” in International Class 41;
- ELITE EIGHT® (U.S. Reg. No. 8,169,726) for “*entertainment services, namely, organizing and conducting an array of athletic events rendered live and recorded for the purpose of distribution through broadcast media*” in International Class 41, among others;
- ELITE 8™ (U.S. App. Ser. No. 99/495,469) for “*entertainment services, namely, organizing and conducting an array of athletic events rendered live and recorded for the purpose of distribution through broadcast media*” in International Class 41, among others;
- NCAA SWEET 16® (U.S. Reg. No. 3,165,572) for “*entertainment services, namely, organizing and promoting intercollegiate basketball games, and intercollegiate basketball tournaments*” in International Class 41;
- NCAA SWEET SIXTEEN® (U.S. Reg. No. 5,423,610) for “*entertainment services, namely, organizing intercollegiate basketball games and intercollegiate basketball tournaments; providing sports information via the Internet*” in International Class 41, among others; and



- ® (U.S. Reg. No. 6,768,187) for “*entertainment in the nature of basketball tournaments between college teams; entertainment services, namely, presentation of athletic and entertainment personalities in a panel forum; providing sports information via the internet; providing an interactive website featuring information related to entertainment and athletic sporting contests, games, exhibitions and events; entertainment services, namely, production and distribution of television programs relating to sports and sports entertainment*” in International Class 41.

26. With respect to U.S. Reg. Nos. 2,485,443; 1,571,340; 3,025,527; 1,488,836; 2,377,720; 2,964,266; 2,031,593; 3,165,572; and 5,423,610, each of these NCAA Basketball Marks have become “incontestable” under 15 U.S.C. § 1065. The NCAA’s ownership of incontestable U.S. trademark registrations for its NCAA Basketball Marks is “conclusive evidence of the validity of the ... mark[s] ..., of [the NCAA’s] ownership of the mark[s], and of [the NCAA’s] exclusive right to use the registered mark[s] in commerce.” 15 U.S.C. § 1115(b).

27. True and accurate copies of the U.S. Registration Certificates and extracts from the USPTO database for each of the above U.S. federal trademark registrations for the NCAA Basketball Marks are collectively attached hereto as **Exhibit A**.

28. The NCAA Basketball Marks are among the most widely recognized and commercially valuable trademarks in American sports.

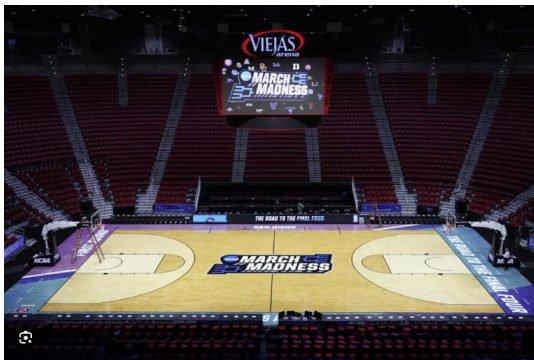
29. For more than four decades, the NCAA has expended, and continues to expend, a substantial amount of resources, money, time, and effort promoting, marketing, advertising, and building consumer recognition and goodwill in its extremely valuable NCAA Basketball Marks.

30. Indeed, the NCAA and its corporate sponsors and affiliates have invested hundreds of millions of dollars in advertising, marketing, and widely publicizing its NCAA Basketball Marks in connection with the NCAA’s provision of the Tournaments.

31. Through decades of sustained investment in branding, marketing, and promotion, the NCAA has transformed the NCAA Basketball Marks into nationally dominant identifiers, yielding not only one of the most widely watched sporting events in the United States, but also extensive and continuous press and media coverage that reinforces the strength and prominence of those trademarks.

32. More than 100 million fans of the Tournaments have attended or viewed broadcasts of the Tournaments over the course of just the past decade of use, and each of those fans—and the general public—encounters the NCAA Basketball Marks in many prominent and highly visible ways.

33. For instance, the NCAA Basketball Marks are extensively and repeatedly displayed throughout the tournament experience, including on venue branding and in-arena fixtures, incorporated into the playing surface and official game equipment, featured on player uniforms and tournament materials, and disseminated nationwide through broadcast partners and authorized corporate sponsors licensed to use the NCAA Basketball Marks to identify the NCAA as the source of the championship events during and beyond the Tournaments:





34. Beyond the extensive public visibility generated by the Tournaments, the NCAA Basketball Marks serve as powerful commercial assets generating hundreds of millions of dollars in revenue annually. That revenue constitutes the NCAA's principal funding source for administering championship events and providing financial support to student-athletes across all 92 NCAA-sponsored sports championships.

35. Even a limited review of coverage by major U.S. newspapers, including outlets such as *USA Today*, the *Chicago Tribune*, and the *New York Post*, for example, each of which enjoys daily readerships exceeding 100,000, reveals nearly 10,000 published articles referencing the NCAA Basketball Marks in connection with the Tournaments.

36. Lifetime press coverage, upon information and belief, likely exceeds hundreds of thousands of articles and other news publications, and consumer impressions—whether from viewing the Tournaments' games, promotional and advertising materials, social media posts and engagement, or press attention—likely exceeds 300 million.

37. The NCAA also actively polices unauthorized uses of its NCAA Basketball Marks, enforcing its marks rigorously for more than four decades to protect its extremely valuable trademark rights, including through sending cease and desist letters, filing opposition and cancellation actions at the U.S. Patent and Trademark Office's Trademark Trial and Appeal Board,

and, when warranted, as here, by filing federal trademark infringement lawsuits in U.S. District Courts.

38. And, with respect to licensing activities, the NCAA is *highly selective* in choosing third parties to authorize to use its famous NCAA Basketball Marks, maintaining strong control over and imposing strict requirements on licensees' use, to ensure its authorized licensees as well as their use, are supportive of the NCAA's values and do not conflict with its mission and fundamental principles.

39. There can be no legitimate dispute that the NCAA Basketball Marks are extremely valuable and have acquired substantial secondary meaning in the marketplace, and no dispute that the NCAA has exclusive common law rights in, to, and under its NCAA Basketball Marks throughout the United States.

The NCAA's Position Against Gambling

40. Since its inception, the NCAA has refused to align its brand, Tournaments, or the participating student-athletes with sports betting, reflecting a core institutional principle and formal policy, as well as the NCAA's strongly held belief that sports betting jeopardizes competitive integrity, endangers student-athletes, and invites manipulation of games.

41. This position is based on the NCAA's awareness and documentation of tangible gambling-related harm to student-athletes, including a 2025 study that found 36% of Division I men's basketball student-athletes, many of whom are underage, experienced betting-driven social media abuse and 29% encountered bettors on campus, alongside evidence of threats, harassment, and heightened risks of game manipulation tied to player-specific wagering.

42. The same study showed that almost half of Division I men's basketball student-athletes (46%) experienced online, verbal, or physical abuse tied to betting losses; 14% reported

experiencing betting-related abuse and feeling increased stress, anxiety, or burnout as a result; and 18% reported a reduction in the enjoyment of playing their sport.

43. Instead, consistent with its policy, the NCAA's Advertising and Promotional Standards categorically bar any sports wagering advertising or promotion in connection with NCAA events or marks, including the absence of gambling sponsorships, advertising placements, or authorized uses of the NCAA Basketball Marks for sports betting purposes of any kind.

44. Further, the NCAA has aggressively pressed state gambling regulators to ban player proposition bets and other high-risk wagering tied to its competitions, warning that such bets present a heightened risk of harm to student-athletes and NCAA competitors.

45. And, through its Draw the Line campaign—a comprehensive, NCAA-sponsored initiative designed to support member schools in their effort to educate student-athletes, coaches, and campus communities about the risks of sports wagering—the NCAA combats gambling-related harm by monitoring more than 22,000 competitions each year, delivering educational programming to member schools, operating anti-harassment protections, and aggressively advocating and pressing state gambling regulators for bans on player proposition bets and other high-risk wagering tied to its competitions—efforts that have already led multiple states to prohibit individual student-athlete prop bets.

46. At no time has the NCAA authorized, accepted, or maintained any sponsorship, endorsement, or affiliation with DraftKings—or any sports wagering operator—including regarding use of the NCAA Basketball Marks.

Defendant DraftKings

47. On information and belief, Defendant DraftKings launched in 2012 and is a for-profit sports betting and online gambling company that operates nationwide through web-based

and mobile platforms, generating revenue by aggressively marketing, facilitating, and monetizing high-volume wagering on sporting events through data-driven promotions, expansive betting markets, and constant consumer engagement.

48. On information and belief, DraftKings operates a centralized digital gambling platform through its consumer-facing website and mobile applications, which are designed to provide continuous access to sports wagering by presenting features like real-time odds, extensive betting menus, personalized promotions, and live betting functionality, to drive frequent and sustained betting activity.

49. On information and belief, DraftKings offers a wide array of wagering options—including bets on professional and collegiate sports and tournaments—such as full-game and series outcomes, conference and national championships, futures bets, in-game and live betting, player-specific proposition bets, micro-bets tied to discrete plays or statistics, and other specialty markets designed to monetize virtually every aspect of athletic competition.

50. On information and belief, DraftKings's minimum bet is ten U.S. cents and is accessible to anyone nationwide, subject only to state gambling restrictions.

51. One such bet type offered by DraftKings are player proposition bets, or “prop” bets, which are wagers on discrete, player-specific or in-game events—such as how many points, rebounds, assists, or turnovers an individual athlete records—that are settled independently of the game's final outcome and focus attention on isolated aspects of a player's performance rather than team competition.

52. In the collegiate context, such bets are particularly harmful because they place direct financial stakes on the actions of individual student-athletes, increase exposure to

harassment and pressure from bettors, and create incentives for improper influence that undermine athlete well-being and the integrity of college sports.

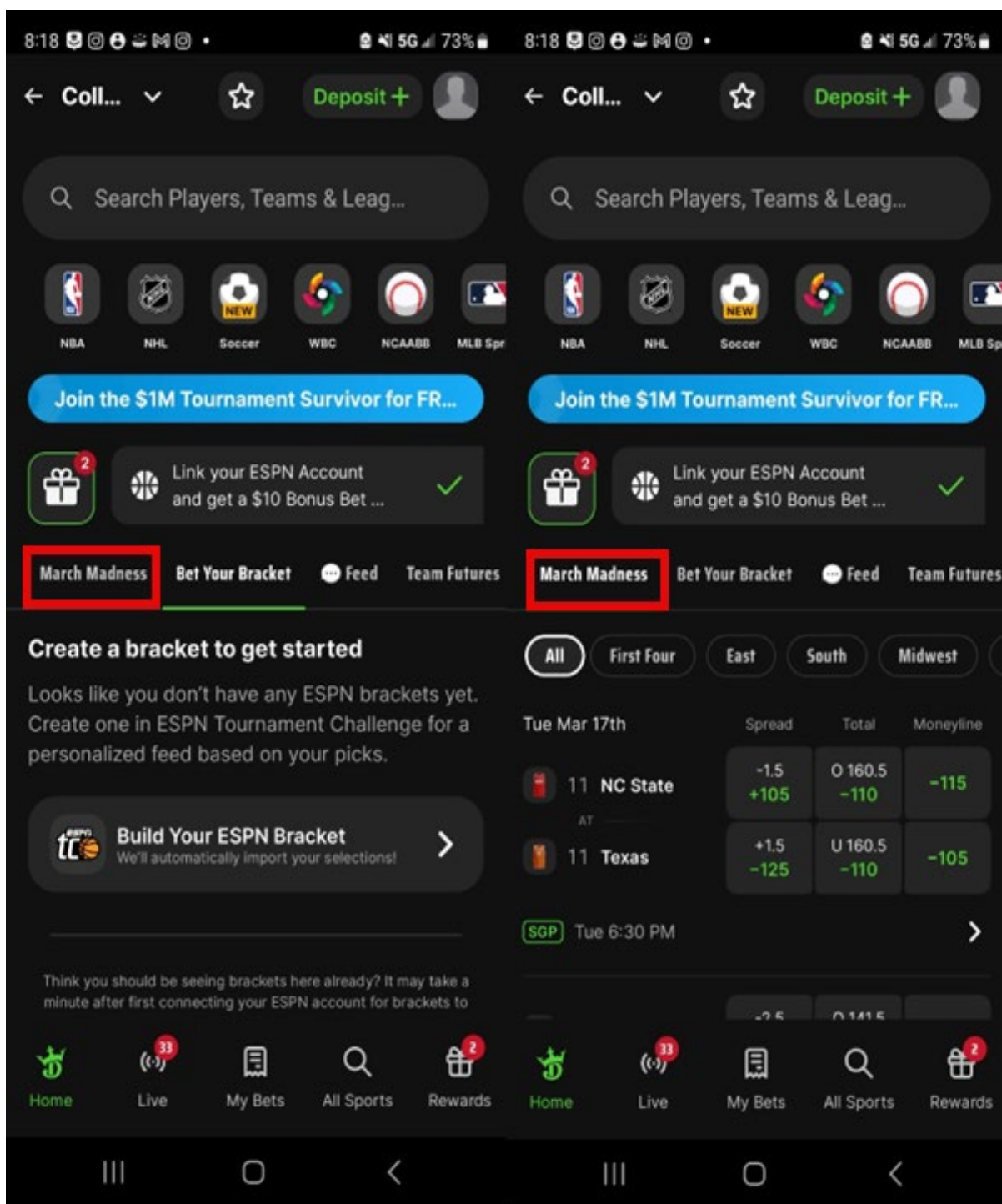
53. Player proposition bets and other similar micro-bets are fundamentally incompatible with—and directly contrary to—the NCAA’s long-standing policies and core values rejecting sports betting.

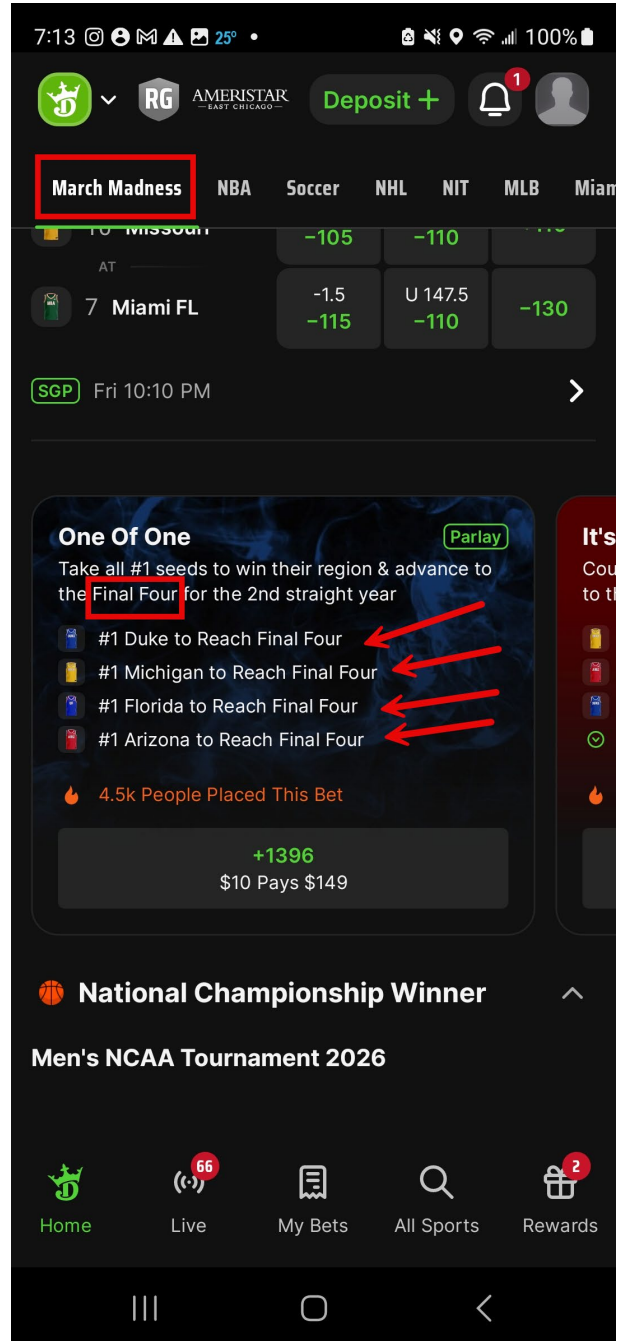
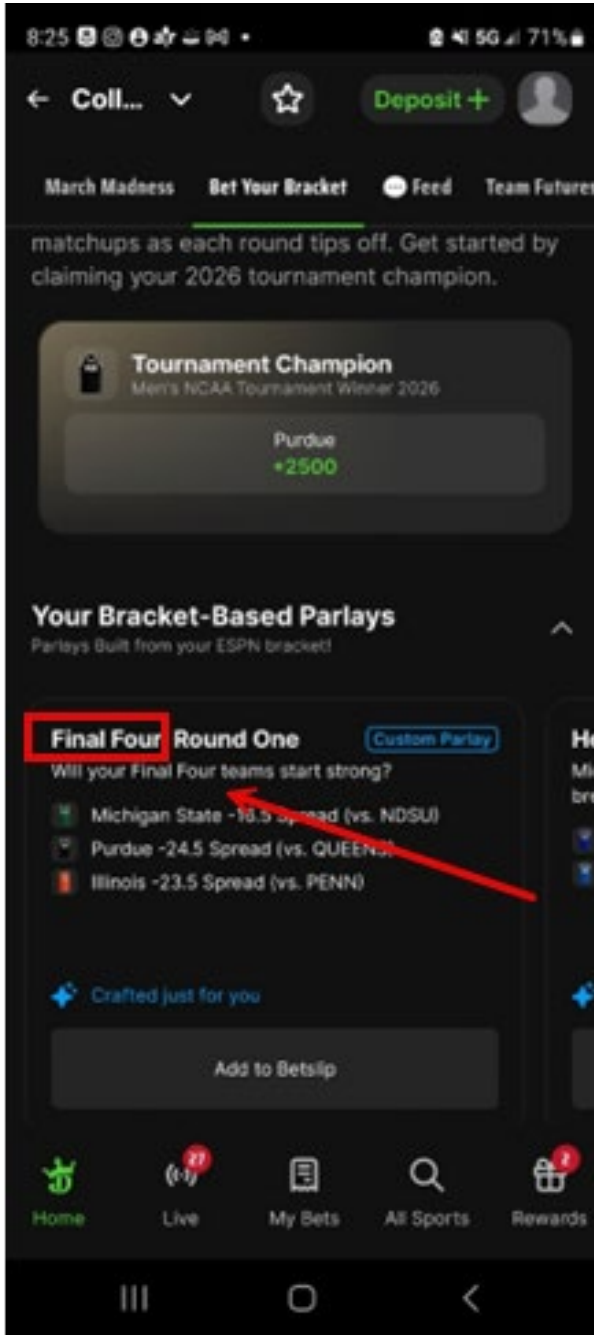
54. Accordingly, the NCAA has taken sustained and aggressive action to curb and outlaw player proposition bets by documenting their harms, support member schools efforts to educate student athletes, monitoring competitions, and pressing state regulators to ban high risk wagering.

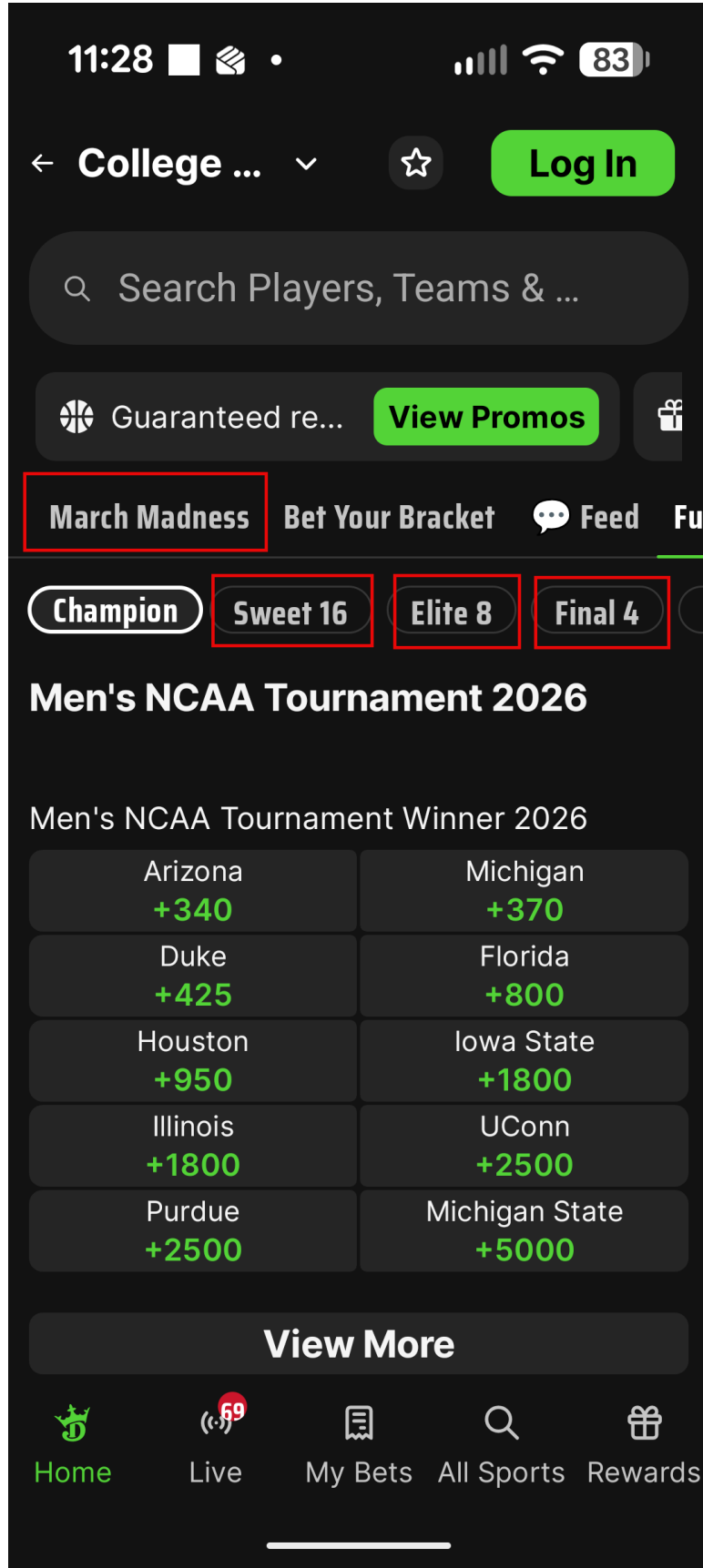
Defendant’s Infringement of the NCAA Basketball Marks

55. On the eve of the Tournaments, DraftKings deliberately adopted and prominently began using the NCAA’s iconic NCAA Basketball Marks, including confusingly similar variations thereof, to trade on—and usurp—the immense goodwill, recognition, and consumer trust embodied in those Marks at the precise moment of peak public attention.

56. DraftKings’s unlawful use quickly proliferated across its consumer-facing websites and mobile applications, embedding the marks and logos into betting menus, promotional graphics, and marketing publications, to deliberately exacerbate consumer confusion and reinforce a false association with or sponsorship by the NCAA in order to continuously capitalize on the goodwill of the NCAA:







\$75,000 IN TOTAL PRIZES

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March 15, 2026

25 March Madness bracket super predictions

March 16, 2026

Five 2026 March Madness bracket busters to avoid

March 16, 2026

\$1 Million+ Men's College Basketball Tournament Bracket Picks for NCAA Tournament 2026

March 15, 2026

2026 NCAA Tournament Best Bets: March Madness prediction, picks

March 15, 2026

Biggest March Madness 2026 snubs: Who didn't get in, but should have?

March 16, 2026

NCAA Survivor Pools: The Proven Strategy Most Play Miss

Printables

March 15, 2026

2026 Women's NCAA Tournament Printable Bracket, Odds and Top Contenders

March 16, 2026

2026 Men's NCAA Tournament Printable Bracket, Odds and Top Contenders

Featured

1/6, 2026

Which teams are a No. 1 seed in 2026 Women's March Madness?

March 15, 2026

2026 Women's NCAA Tournament Printable Bracket, Odds and Top Contenders

March 16, 2026

2026 Men's NCAA Tournament Printable Bracket, Odds and Top Contenders

March 15, 2026

Which teams are a No. 1 seed in 2026 March Madness?

March 15, 2026

Don't Make NCAA Bracket Picks Without These Four Factors

March 16, 2026

2026 March Madness seeding, bracket, full tournament field

Picks, Odds & Lines

March 18, 2026

Opening Odds for Miami (OH) RedHawks vs. Tennessee Volunteers in March Madness 2026 First Round

March 18, 2026

Opening Odds for Florida Gators vs. Prairie View A&M Panthers in March Madness 2026 First Round

March 18, 2026

Best March Madness Parlays Today for Thursday, March 19 (NCAA Tournament Picks)

March 18, 2026

Colorado State Rams vs. Saint Joseph's Hawks prediction, pick for NIT Tournament on Wednesday 3/18/26

March 18, 2026

Bradley Braves vs. Dayton Flyers prediction, pick for NIT Tournament on Wednesday 3/18/26

March 18, 2026

2026 March Madness Final Four predictions

18

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WINNER SWEET 16 ELITE 8 **FINAL 4** CHAMPIONSHIP GAME ADVANCE FURTHER

Men's NCAA Tournament 2026

Sun Apr 5th 7:00 PM

Men's NCAA Tournament Winner 2026 (No IL Schools)

Duke	+360	Michigan	+370
Arizona	+380	Florida	+750
Houston	+1200	Iowa State	+1800
UConn	+2500	Purdue	+2500

College Basketball Teams

Vermont

AAC

Charlotte East Carolina Florida Atlantic Memphis

SWAC

SUMMIT

SUNBELT

WCC

WAC

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Boston, MA

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LOCATIONS

US Office

222 Berkeley Street
Boston, MA
02116

New Jersey Office

PO Box 399
Hoboken, NJ
07030

UK Office

15 Ingestre Place
Suite 265
Soho, London
W1F 0JH

Must be 21+ and in Illinois to place wagers. If you or someone you know has a gambling problem and wants help, call 1-800-GAMBLER. Subject to regulatory licensing requirements.

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21+ RG

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https://sportsbook.draftkings.com/leagues/basketball/ncaab?category=futures&subcategory=winner

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GAME LINES [EAST](#) [SOUTH](#) [MIDWEST](#) [WEST](#)

ROUND OF 64

Today

		Spread	Total	
14	Kennesaw State	+13.5	O 136.5	
		-125	-125	
3	Gonzaga	-13.5	U 136.5	
		-110	-105	

Tomorrow

		Spread	Total	Moneyline
10	Santa Clara	+3.5	O 157.5	+130
		-118	-110	
7	Kentucky	-3.5	U 157.5	-155
		-102	-110	

12 Akron

3/19/2026 11:14:33 PM <https://sportsbook.draftkings.com/leagues/basketball/ncaa>

To Reach the Sweet 16

Men's NCAA Tournament Sweet Sixteen 2026

Today 9:00 PM

Team to Reach the 2026 Men's Sweet Sixteen

Arizona	-800	Florida	-450
Iowa State	-400	Purdue	-330
UConn	-200	Virginia	-125
Alabama	-120	St. John's	-105
Tennessee	+105	Texas Tech	+115
Kansas	+125	UCLA	+200
Miami FL	+400	Kentucky	+550
Iowa	+700	Clemson	+750
Santa Clara	+800	Villanova	+950
Missouri	+950	Utah State	+1000
Northern Iowa	+1200	UCF	+1400
Akron	+1600	California Baptist	+2200
Hofstra	+2500	Miami OH	+3800
Wright State	+10000	Furman	+12000
Queens NC		Tennessee State	

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To Reach the Elite 8

Men's NCAA Tournament Elite Eight 2026

Sun Mar 22nd 11:00 AM

Team to Reach the 2026 Men's Elite Eight

Michigan -360	Arizona -285
Duke -230	Florida -160
Iowa State -130	Purdue -115
Houston -115	Illinois +115
Gonzaga +160	UConn +165
Michigan State +170	Arkansas +290
Louisville +300	Virginia +330
Vanderbilt +360	Tennessee +380
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Kansas +1100	Louisville +1400
UCLA +2200	TCU +5000
Northern Iowa +25000	UCF +45000
California Baptist +50000	Furman +80000

Men's Midwest Region Winner 2026

Michigan -120	Iowa State +235
Virginia +1200	Tennessee +1200
Texas Tech +1900	Alabama +2200
Kentucky +5000	Saint Louis +5500
Santa Clara +8000	Miami OH +30000
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Published Feb 16, 2026 5:42 PM EST
By DK Network Editors

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B. The DraftKings 2026 March Mania Survivor Contest (the "Contest") is a survivor tournament commencing on March 6, 2026 exclusively for DraftKings Daily Fantasy Sports and DraftKings Sportsbook Customers who enter the Contest (each a "Contestant" and collectively, the "Contestants"). The Contest will be administered and scored according to these Rules.

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57. DraftKings’s unlawful use, advertising, marketing, promotion, offering, sale, and provision of gambling services associated with the Tournaments under and in connection with identical NCAA Basketball Marks and/or confusingly similar variations thereof is likely to cause, and continue to cause, confusion, deception, and mistake among the relevant public regarding whether there is an association between DraftKings and the NCAA, where no such association exists.

58. DraftKings uses the NCAA’s exact NCAA Basketball Marks, which are identical in sight, sound, meaning, and commercial impression.

59. DraftKings further uses confusingly similar variations of the NCAA Basketball Marks, such as MARCH MANIA.

60. DraftKings’s use of MARCH MANIA is confusingly similar to the NCAA’s federally registered and famous MARCH MADNESS® mark, in sight, sound, meaning and commercial impression.

61. MARCH MANIA and MARCH MADNESS® share the identical first word, “March,” the same pattern of alliteration, and the terms “mania” and “madness” are well recognized as synonyms, sharing the same meaning.

62. Further, DraftKings, on information and belief, adopted and began using MARCH MANIA deliberately to refer to and call to consumers’ minds the NCAA’s MARCH MADNESS® services and its Tournaments.

63. DraftKings’s gambling services offered, sold, and provided under the identical NCAA Basketball Marks and confusingly similar variations thereof are related to the NCAA’s basketball tournament services—indeed, without the NCAA’s tournament services, DraftKings’s gambling services branded under the NCAA Basketball Marks could not exist.

64. DraftKings's and the NCAA's services both focus on the Tournaments, target the same classes of consumers—ordinary members of the public, including college students and young adults—and are advertised and provided through the same channels of trade nationwide.

65. Further, the incorporation of the NCAA Basketball Marks and confusingly similar variations thereof into DraftKings's metatags and search engine optimization increases the likelihood that those searching for the NCAA Basketball Marks online will encounter advertisements for the NCAA's services alongside those of DraftKings.

66. DraftKings has no association, affiliation, sponsorship, or any other connection with the NCAA.

67. DraftKings has intentionally adopted and brazenly continued its use of the NCAA's NCAA Basketball Marks and confusingly similar variations thereof with full and complete knowledge of the NCAA's valuable, distinctive, and incontestable rights therein.

68. The NCAA has not consented to DraftKings's use of, and DraftKings is in no way authorized to use, the NCAA's famous and incontestable NCAA Basketball Marks.

69. DraftKings's extensive unauthorized and prominent misleading, deceptive, and confusing use of the NCAA Basketball Marks and/or confusingly similar variations thereof, improperly misleads, confuses, and deceives consumers into believing that DraftKings is somehow associated with or sponsored by the NCAA, when it is not.

70. It is not necessary for DraftKings to use the NCAA Basketball Marks or similar variations to identify the NCAA and its Tournaments.

71. Indeed, DraftKings, along with numerous other similarly situated betting sites and companies use descriptive alternatives to the NCAA Basketball Marks, such as the Division I

basketball tournaments, NCAA tournaments, or NCAA college basketball tournaments, to refer to the NCAA and its Tournaments.

72. Consumers have become accustomed to encountering non-infringing, descriptive alternatives when unlicensed parties, like DraftKings, refer to the Tournaments.

73. DraftKings's misuse is comprehensive; among other uses, the NCAA Basketball Marks and confusingly similar variations, including the NCAA's logos and unique letterings, are pervasively used as a navigation tab, a promotional label, a section header, and an advertising banner across its entire platform in the lead up to and during the Tournaments.

74. Such repetitive and widespread use is deliberately aimed at confusing consumers and cementing the false association with the NCAA.

75. Further, DraftKings's use of the famous and incontestable NCAA Basketball Marks in connection with its gambling services plainly harms the reputation of the Marks.

76. The U.S. District Court for the Eastern District of Virginia has previously found use of the NCAA's famous MARCH MADNESS® and NCAA® trademarks in connection with gambling services "tarnishes, and therefore dilutes the value of Plaintiff's distinctive and famous NCAA and MARCH MADNESS marks." *Natl. Collegiate Athletic Assn. v. BBF Intl.*, 2001 BL 1468, at *2 (E.D. Va. Mar. 16, 2001).

77. The U.S. Court of Appeals for the Fifth Circuit has previously upheld findings that MARCH MADNESS® is a valid and protectable mark and that marchmadness.com infringed upon that mark. *March Madness Athletic Assn. LLC v. Netfire Inc.*, 120 Fed. Appx. 540, 545 (5th Cir. 2005).

78. Consumers who encounter the NCAA Basketball Marks in a gambling context may come to associate the mark—and by extension the NCAA and its mission—with the gambling

industry, undermining the very message the NCAA has spent decades cultivating through its policies, its Draw the Line program, and its public advocacy.

79. Competition integrity is of the utmost importance to the NCAA.

80. An association with DraftKings's commercial gambling business is fundamentally incompatible with the NCAA's explicit, publicly articulated, and long-standing institutional values, and unlawfully links the NCAA's famous marks to an industry the NCAA has openly and forcefully rejected.

81. Every day that DraftKings is permitted to continue its unlawful use of the NCAA Basketball Marks and confusingly similar variations on its gambling platform undermines the NCAA's longstanding anti-gambling stances, erodes public trust, and inflicts continuing and irreparable harm on the NCAA's reputation and the goodwill symbolized by its famous marks.

82. Further DraftKings's unauthorized use of the NCAA Basketball Marks and confusingly similar variations has caused and is continuing to cause ongoing irreparable harm to the NCAA, the relevant public, and customers and potential customers who have been misled into believing there is an association between DraftKings and the NCAA.

83. The injuries and damages sustained by the NCAA have been directly and proximately caused by DraftKings's wrongful adoption and use of the NCAA's valuable and extremely well-known NCAA Basketball Marks, as well as DraftKings's intentional, willful, and wrongful advertisement, marketing, promotion, distribution, offer, sale, and provision of its gambling services in connection with its infringing use of the NCAA Basketball Marks, including to suggest a false association with the NCAA.

84. After the NCAA learned of DraftKings's ongoing, extensive, and unlawful use of its NCAA Basketball Marks, the NCAA formally notified DraftKings of the infringement and requested prompt removal of the offending materials.

85. Although DraftKings removed certain uses, it refused to fully comply and continues to assert a purported right to use the NCAA Basketball Marks in gambling-related commercial contexts.

86. Upon information and belief, DraftKings will continue to use, cause confusion, and wrongfully benefit and gain from its infringing use of the NCAA Basketball Marks and/or confusingly similar variations thereof, unless enjoined by this Court.

COUNT I
TRADEMARK INFRINGEMENT
UNDER SECTION 32 OF THE LANHAM ACT (15 U.S.C. § 1114)

87. The NCAA realleges and incorporates each and every allegation set forth in preceding paragraphs of the Complaint as if fully set forth and restated herein.

88. The NCAA is the owner of all right, title, and interest in, to, and under its distinctive NCAA Basketball Marks, as well as all goodwill therein.

89. The NCAA began using and acquiring rights in, to, and under, its valuable, extremely well-known, and famous NCAA Basketball Marks long prior to DraftKings's adoption and first use of the NCAA's NCAA Basketball Marks and/or confusingly similar variations thereof, including without limitation MARCH MANIA.

90. The NCAA is the senior user of its NCAA Basketball Marks for, at least, entertainment services related to its provision of the Tournaments, throughout the United States.

91. DraftKings's unlicensed, un-consented to, and otherwise unauthorized use of the NCAA's NCAA Basketball Marks and/or confusingly similar variations thereof, on or in

connection with its actual or intended advertising, marketing, promotion, offer, sale, and/or provision of its related gambling services, which also center, in pertinent part, on the Tournaments, has caused, will cause, and/or is likely to cause the trade, consumers, and the relevant purchasing public to be confused and mistaken as to the source or origin of the services being offered and sold by DraftKings and, further, to deceive the trade, customers, and the relevant purchasing public as to whether the NCAA is affiliated with, connected with, associated with, and/or a sponsor of DraftKings's use of the NCAA's distinctive, famous, and valuable NCAA Basketball Marks on or in connection with DraftKings's related services.

92. DraftKings initially and/or subsequently, acted willfully and intentionally in engaging in the activity described above, with the intent to confuse and deceive the public into believing that DraftKings and/or its gambling services related to the Tournaments originate from, are affiliated with, or are sanctioned, endorsed, approved, or authorized by the NCAA and/or its use of its NCAA Basketball Marks in connection with provision of the same Tournaments.

93. The knowing and intentional nature of the acts set forth herein renders this an exceptional case under 15 U.S.C. § 1117(a).

94. By virtue of DraftKings's acts hereinabove described, DraftKings has committed and is continuing to commit acts of federal trademark infringement in violation of, *inter alia*, Section 32 of the Lanham Act, 15 U.S.C. § 1114.

95. DraftKings's aforesaid acts of trademark infringement have caused and will continue to cause damage and irreparable harm to the NCAA, and are likely to continue unabated, thereby causing further damage and irreparable harm to the NCAA and to the valuable goodwill symbolized by and associated with its distinctive and extremely well-known and famous NCAA Basketball Marks, unless enjoined and restrained by the Court.

96. The NCAA has no adequate remedy at law and has and will continue to suffer irreparable injury if DraftKings is allowed to continue to wrongfully use the NCAA Basketball Marks and/or any confusingly similar variations thereof.

COUNT II
TRADEMARK FALSE ASSOCIATION AND UNFAIR COMPETITION
UNDER SECTION 43(a) OF THE LANHAM ACT (15 U.S.C. § 1125(a))

97. The NCAA realleges and incorporates each and every allegation set forth in the preceding paragraphs of the Complaint as if fully set forth and restated herein.

98. The NCAA is the owner of all right, title, and interest in, to, and under its distinctive NCAA Basketball Marks, as well as all goodwill therein.

99. The NCAA began using and acquiring rights in, to, and under, its valuable, extremely well-known, and famous NCAA Basketball Marks long prior to DraftKings's adoption and first use of the NCAA Basketball Marks and/or confusingly similar variations thereof.

100. The NCAA is the senior user of its NCAA Basketball Marks for entertainment services relating to annual basketball tournaments, namely, its Tournaments, throughout the United States.

101. DraftKings's unlicensed, un-consented to, and otherwise unauthorized use of the NCAA Basketball Marks and/or confusingly similar variations thereof, on or in connection with its advertising, marketing, promotion, offer, sale, and/or provision of its gambling services related to the Tournaments, has caused, will cause, and/or is likely to cause the trade, consumers, and the relevant purchasing public to be confused and mistaken as to whether there is an association between the NCAA and DraftKings, when there is no association, and, further, to deceive the trade, customers, and the relevant purchasing public as to whether the NCAA is affiliated with, connected

with, associated with, and/or a sponsor of DraftKings's use of the NCAA's distinctive, famous, and valuable NCAA Basketball Marks on or in connection with DraftKings's related services.

102. DraftKings initially and/or subsequently, acted willfully and intentionally in engaging in the activity described above with the intent to confuse and deceive the public into believing that DraftKings and/or its gambling services related to the Tournaments are associated with and/or endorsed by the NCAA.

103. The knowing and intentional nature of the acts set forth herein renders this an exceptional case under 15 U.S.C. § 1117(a).

104. By virtue of DraftKings's acts hereinabove described, DraftKings has committed and is continuing to commit acts of federal trademark false association and unfair competition in violation of, *inter alia*, Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

105. DraftKings's aforesaid acts of trademark false association and unfair competition have caused and will continue to cause damage and irreparable harm to the NCAA, and are likely to continue unabated, thereby causing further damage and irreparable harm to the NCAA and to the valuable goodwill symbolized by and associated with its distinctive and extremely well-known and famous NCAA Basketball Marks, unless enjoined and restrained by the Court.

106. The NCAA has no adequate remedy at law and has and will continue to suffer irreparable injury if DraftKings is allowed to continue to wrongfully use the NCAA Basketball Marks and/or any confusingly similar variations thereof.

COUNT III
FEDERAL TRADEMARK DILUTION
UNDER SECTION 43(c) OF THE LANHAM ACT (15 U.S.C. § 1125(c))

107. The NCAA realleges and incorporates each and every allegation set forth in preceding paragraphs of the Complaint as if fully set forth and restated herein.

108. The NCAA is the owner of all right, title, and interest in, to, and under its distinctive NCAA Basketball Marks, as well as all goodwill therein.

109. The NCAA Basketball Marks are distinctive, widely recognized, and famous throughout the United States and in virtually all segments of the U.S. population, in that they are widely recognized by the general consuming public as a designation of source for the NCAA's high quality entertainment services, among others, related to its Tournaments.

110. DraftKings has used and is actually using trademarks on or in connection with its gambling services related to the Tournaments, which marks are identical to one or more of the NCAA Basketball Marks, after one or more of the NCAA Basketball Marks became famous, to wit, long prior to DraftKings's incorporation in, upon information and belief, 2012, let alone when DraftKings, upon information and belief, began its unauthorized use of the NCAA Basketball Marks more than a decade later.

111. Upon information and belief, DraftKings has acted and continues to act with knowledge of the fame and reputation of the NCAA Basketball Marks with the purpose of usurping such rights and to wilfully and intentionally confuse, mislead, and deceive members of the public.

112. DraftKings actions have and are likely to dilute and tarnish the NCAA Basketball Marks and harm the reputation of such Marks.

113. Preserving the integrity of athletic competition is a foundational principle of the NCAA and a central component of its mission and governance of collegiate sports.

114. When consumers encounter the NCAA Basketball Marks in connection with gambling services, they are likely to perceive an affiliation between the NCAA and the gambling industry, thereby distorting the NCAA's identity and undermining decades of deliberate efforts to promote policies, programs, and public messaging designed to separate collegiate athletics from commercial gambling.

115. DraftKings's continued unlawful use of the NCAA Basketball Marks during the ongoing Tournaments, a period of peak public attention, exacerbates the erosion of the NCAA's anti-gambling principles and public confidence, and it inflicts continuing and compounding damage to the NCAA's reputation and goodwill.

116. By virtue of DraftKings's acts hereinabove described, DraftKings has committed and is continuing to commit acts of trademark dilution by tarnishment in violation of, *inter alia*, 15 U.S.C. § 1125(c).

117. The aforesaid acts of trademark dilution have caused and will continue to cause damage and irreparable harm to the NCAA and are likely to continue unabated, causing further damage and irreparable harm to the NCAA and the goodwill symbolized by and associated with its NCAA Basketball Marks, unless enjoined and restrained by this Court.

118. The NCAA has no adequate remedy at law and will suffer irreparable injury if DraftKings is allowed to continue to wrongfully dilute and tarnish the reputation of the famous NCAA Basketball Marks.

119. Because DraftKings acted wilfully and intentionally to trade on the NCAA's reputation and cause dilution of their famous NCAA Basketball Marks, the NCAA is entitled to injunctive relief, damages, extraordinary damages, fees, and costs pursuant to 15 U.S.C. § 1125(c)(5).

Prayer for Relief

WHEREFORE, Plaintiff the NCAA requests that the Court enter judgment against Defendant DraftKings, as follows:

a. An Order holding that DraftKings has violated the Lanham Act, 15 U.S.C. §§ 1114 and 1125, and that such violations were willful and intentional, making this an “exceptional case” under 15 U.S.C. § 1117(a).

b. A preliminary and permanent injunction enjoining DraftKings, as well as its officers, shareholders, agents, servants, employees, attorneys, successors and assigns, affiliates, suppliers, manufacturers, distributors, business partners, e-tailers, retailers, and those in privity with DraftKings, as well as those persons in active concert or participation with any of them who receive actual notice of the judgment by personal service or otherwise, from: (i) using the NCAA Basketball Marks and/or any confusingly similar variations thereof, including without limitation MARCH MANIA, in any manner or form, or any other reproduction, counterfeit, copy, or colorable imitation of such mark, either alone or in combination with any other designation, on or in connection with any manufacturing, marketing, advertising, promoting, distributing, offering for sale, providing, or selling of DraftKings’s goods and services, including without limitation, gambling services; (ii) taking or failing to take any action, as appropriate, that is likely to induce the belief that DraftKings and/or its products or services are in any way associated with or sponsored by the NCAA and/or that unfairly competes with the NCAA; and (iii) taking any action that otherwise infringes and/or dilutes and/or tarnishes the reputation of the NCAA Basketball Marks;

c. An Order directing DraftKings to file with this Court and serve on the NCAA’s counsel within 30 calendar days after service of an injunction, a report under oath setting forth in detail the manner and form in which DraftKings has complied with the injunction;

d. An Order directing DraftKings to (i) immediately recall and destroy and/or obliterate, in accordance with written instructions from the NCAA, any and all point-of-sale and/or consumer facing materials, labels, signage, boxes, prints, catalogues, branding style guides, line sheets, marketing materials, internet webpages, metatags, search engine optimizations, paid search ads, sponsored ads, packages, papers, press release(s), telephone directories or listings, answering of telephones, business cards, email signature blocks, other trade dress, and any other materials in the possession or control of DraftKings, upon which appears or otherwise reflects the NCAA Basketball Marks, and/or any confusingly similar variations thereof, including without limitation MARCH MANIA, in any manner or form, or any other reproduction, counterfeit, copy, or colorable imitation of the NCAA Basketball Marks, either alone or in combination with any designation;

e. An Order directing DraftKings to provide an accounting for all DraftKings's profits (if any) arising from the complained-of-acts, in accordance with 15 U.S.C. § 1117;

f. An Order awarding the NCAA the damages it actually sustained, including, *inter alia*: (i) as a consequence of DraftKings's infringement of and upon the NCAA Basketball Marks; (ii) as a consequence of DraftKings's use of the NCAA Basketball Marks and confusingly similar variations thereof to suggest a false association and compete unfairly with the NCAA; and (iii) as a consequence of DraftKings's dilution and tarnishment of the NCAA Basketball Marks;

g. An Order awarding the NCAA the greater of treble the damages the NCAA has suffered as a result of the complained-of-acts or treble DraftKings's profits, pursuant to 15 U.S.C. § 1117.

h. An Order awarding the NCAA its reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117, as well as costs and pre-judgment and post-judgment interest on the above damage awards; and

i. An Order awarding such other and further relief that this Court may deem just.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), the NCAA hereby respectfully demands a trial by jury of all issues so triable by a jury.

Dated: March 20, 2026

By: /s/ Ryan M. Hurley

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**pro hac vice forthcoming*