

# NORTHERN TERRITORY RACING AND WAGERING COMMISSION

## DECISION NOTICE AND REASONS FOR DECISION

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MATTER:	Gambling Dispute for determination by the Northern Territory Racing and Wagering Commission (pursuant to section 310(4) of the <i>Racing and Wagering Act 2024</i> and section 85(2) of the <i>Racing and Betting Act 1983</i> )
COMPLAINANTS:	Ms E (Complainant One) Mrs Z (Complainant Two) Mr O (Complainant Three)
LICENSEE:	Amused Australia Pty Ltd trading as BetNation
HEARD BEFORE: (on papers)	Mr Alastair Shields (Presiding Member) Ms Susan Kirkman Ms Cindy Bravos
DATE OF DECISION:	30 April 2025

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Amused Australia Pty Ltd, trading as BetNation (**BetNation**) has, in relation to its dealings with each of the complainants, acted in compliance with the regulatory environment imposed on it by the *Racing and Betting Act 1983* (**the RBA**), its licence conditions, and the terms and conditions that were in effect at the time of the events the subject of these gambling disputes.
2. It therefore follows that, in accordance with the terms and conditions that applied at the time, BetNation was justified in voiding all of the wagers on each of the three accounts the subject of the complaints dealt with in this decision notice. Voiding the wagers does not entitle BetNation to retain any of the deposits on the accounts and, unless BetNation has not already done so, BetNation should promptly refund all deposits made into each of the accounts, less any withdrawals successfully made.

### REASONS

#### Background

3. BetNation was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission (**former Commission**) on 3 March 2022 under the licensing regime contained within the now repealed RBA. Under the transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), which commenced on 1 July 2024, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA. BetNation's current licence is due to expire on 15 March 2027.

4. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to publicise a comprehensive set of terms and conditions for wagering which both parties are bound by when an account is opened and each time a bet is struck. These terms and conditions operate to ensure legislative compliance and the commercial efficacy of the business model of a sports bookmaker.

### The Complaints

5. **Complaint One.** On 27 September 2022, Complainant One lodged a complaint with the Commission in relation to her dealings with BetNation. In the complaint, the Complainant stated that BetNation refused to process a withdrawal request for \$13,500.00 from her account. She has also claimed that she was not given an opportunity to review the terms and conditions when she opened the account, and that the bookmaker has bullied her and insinuated that because she was a female she was not capable of placing bets on her account. She further stated that she had provided a statutory declaration to answer all of the requests made by BetNation concerning her account.
6. **Complaint Two.** On 5 October 2022, Complainant Two lodged a complaint with the Commission in relation to her dealings with BetNation. In the complaint, the Complainant stated that BetNation refused to process a \$500.00 withdrawal request from her account on 28 September 2022, and that her account was subsequently closed and her account balance of approximately \$800.00 was seized by BetNation due to an alleged breach of BetNation's terms and conditions.
7. **Complaint Three.** On 17 October 2022, Complainant Three lodged a complaint with the Commission in relation to his dealings with BetNation. In the complaint, the Complainant stated that BetNation initially approved a withdrawal request from his account, but that the withdrawal request was subsequently refused, the account was closed, and winnings in his account of \$11,900.00 were forfeited by BetNation.

### BetNation Response to the Complaints

8. In response to all three complaints, BetNation has stated that it is entitled to void the wagers on each of the Complainant's accounts in accordance with its relevant terms and conditions because BetNation has identified suspicious activity on each of the accounts.
9. BetNation has technology which is capable of determining the identity of each mobile device used to operate a betting account, and the relevant IP address used. Use of this information is the primary basis of BetNation's decision to void wagers for each of the three complaints dealt with in this decision notice.
10. Clauses 2.4 and 2.5 of BetNation's terms and conditions provide as follows:
 

*"2.4. Only you are permitted to establish, access and use your Account. If you permit any other person to establish, access or use your Account, you will be in breach of our Rules.*

*2.5. Only one Account is permitted per customer, per address, per shared device and per shared IP address. We reserve the right to close Accounts and void any bets placed in breach of this Rule. You agree that Bet Nation may determine (acting reasonably) if multiple Accounts are linked to the same person, address, device or IP address."*
11. Clause 7.3 of BetNation's terms and conditions provides:
 

*"7.3. Bet Nation reserves the right to close the Accounts of and void any or all bets made by any person, group of people or corporation in an attempt to defraud Bet Nation. This*

*includes, but is not limited to, situations where Bet Nation reasonably suspects an account is being used by someone other than the account holder.”*

#### Complaint One

12. In response to the complaint by Complainant One, BetNation advised that the withdrawal request referred to in the complaint was declined on the basis that BetNation had identified some anomalies which led to a suspicion that the accounts may have been operated in breach of BetNation’s terms and conditions.
13. Specifically, BetNation identified that Complainant One’s account was opened on 5 September 2022, and that there is evidence that the account was opened using the same mobile device that was used by another BetNation customer who had been suspended from being able to access promotions the day before. BetNation submitted that Complainant One’s response when asked for further information when she indicated that she used two mobile devices to operate her account did not explain why the same mobile device was used to operate two accounts.
14. BetNation additionally identified that Complainant One was not able to provide a fulsome response when asked on the telephone to explain her recent bets and the types of bets that she had been placing on the account.
15. BetNation also refuted any claims that Complainant One was bullied in any way or that there was any suggestion made that because she was a woman, there was any impediment to her being able to place bets.

#### Complaint Two

16. In response to the complaint from Complainant Two, BetNation has advised that Complainant Two’s account was opened on 13 August 2022, using the same mobile device that had been used to operate an account by another BetNation customer. The original customer has the same surname as Complainant Two, and he had his account suspended by BetNation from receiving promotions on 5 August 2022 and withdrew his account balance on 7 August 2022, six days before the account the subject of this complaint was opened.
17. BetNation has also advised that the explanations offered by Complainant Two are inconsistent with the evidence.

#### Complaint Three

18. In response to Complaint Three, BetNation has advised that the same mobile device and IP address were used to operate Complainant Three’s account as another two accounts, and that Complainant Three was unable to provide a credible explanation as to why this was the case.

#### **Commission Findings and Consideration of the Issues**

19. Pursuant to section 85(4) of the Act, the Commission determined to investigate the matter and hear the dispute in absence of the parties, and make its determinations based on the written material before it.
20. As can be seen from the above paragraphs, each of the three complaints is a separate complaint and none of the complainants appear to have any relationship with any of the other complainants. However, because each of the complaints have some similarity, and because BetNation is seeking to rely upon the same provisions in its terms and conditions in

responding to each complaint, the Commission has elected to deal with each of the three complaints in a single decision notice.

21. As a matter of procedural fairness to BetNation and each of the Complainants, a (suitably redacted) draft of the Commission's determinations was supplied to all parties for comment. None of the Complainants provided a response to the draft, which was sent to their nominated email addresses. BetNation did not provide any comments on the draft.

#### Complaint One

22. Complainant One opened her account with BetNation on 6 September 2022 and her identity was verified. Between 6 and 9 September 2022:
  - a) \$9,300 was deposited into the account in 10 separate deposits;
  - b) there was a single withdrawal of \$2,200 on 7 September 2022; and
  - c) a total of 234 bets were placed, leaving an account balance of \$13,454.
23. On 9 September 2022, a withdrawal request for the balance of \$13,454 was made, and BetNation denied the withdrawal request. On 13 September 2022, BetNation contacted Complainant One by telephone to discuss BetNation's concerns that led to the withdrawal request being denied.
24. The Commission has reviewed the technical evidence provided by BetNation, and the Commission is satisfied that wagers placed by Complainant One were placed using the same mobile device as used by the customer whose account was suspended by BetNation the day before her account was opened.
25. Having listened to the telephone recordings of the discussions between Complainant One and BetNation, the Commission notes that Complainant One's explanation that she uses multiple mobile devices to place bets is inconsistent with the evidence that a single mobile device was used to place bets on her account and bets on the recently suspended account. The Commission also notes that Complainant One was not able to confidently explain her recent betting activity on the telephone calls.
26. The Commission has also reviewed the statutory declaration provided by Complainant One on 14 September 2022 in which she stated that she opened the account herself, she did not allow anybody else to operate the account, and that she did not place wagers on behalf of anybody else.
27. Having carefully considered all of the available evidence, the Commission is satisfied, on the weight of evidence, that BetNation was justified in determining (acting reasonably) that two accounts were linked to the same mobile device (see clause 2.4 of the terms and conditions), and that BetNation was justified in reasonably suspecting that Complainant One's account was being operated by another person (see clause 7.3 of the terms and conditions).
28. In respect of Complainant One's claim that she did not have an opportunity to review the terms and conditions of the account before opening it, the Commission has reviewed a screen shot of the account opening process, which clearly requires a person opening a new account to confirm that they accept the terms and conditions before the account is opened. The Commission is therefore satisfied that Complainant One had the opportunity to review the terms and conditions prior to account opening.
29. It is not the Commission's role to resolve complaints concerning alleged sexist or discourteous treatment of a customer by a licensed operator. Nevertheless, the Commission has listened

to the telephone call recordings of the calls between Complainant One and BetNation, and the Commission's view is that, although the BetNation representative was quite direct and at times blunt with Complainant One on the telephone, the Commission considers that the treatment was consistent with the BetNation representative having a reasonable suspicion that Complainant One was allowing a third party to access her account.

### Complaint Two

30. A person with the same surname as Complainant Two opened an account with BetNation on 13 July 2022. On 5 August 2022, this account was suspended from being eligible for all promotions by BetNation, and on 7 August 2022, the account balance was withdrawn from that account.
31. On 13 August 2022, Complainant Two opened her account with BetNation, using the same mobile device as had been used to operate the account mentioned in the paragraph above. Complainant Two's surname is the same as the surname of the account holder mentioned in the paragraph above, and the dates of birth for both persons are consistent with Complainant Two being the mother of the other account holder.
32. After the account opening, \$350.00 was subsequently deposited into the account, wagers were placed, and as at 28 September 2022, the account had a balance of \$811.65. On 28 September 2022, a withdrawal request for \$500 was denied on the grounds that the account was under investigation.
33. On the same day, 28 September 2022, BetNation sent an email to Complainant Two to the effect that BetNation had identified some anomalies in her account and requested that she sign a statutory declaration addressing their concerns. Complainant Two responded by stating that she would provide the statutory declaration and that *"I often spend Saturdays at my sons place and we watch races together. Could it be that I was logged into his WIFI that has caused this issue?"*
34. On 29 September 2022, Complainant Two emailed a statutory declaration to BetNation in response to the request. The statutory declaration stated, in part, that Complainant Two *"is the opener, owner and operator of the BetNation betting account"*, that she had not provided her login details to anyone else, and that her own money was used to bet on her own recreational punting interests, specifically *"Saturday racing in the eastern states and all of WA races"*.
35. The Commission has reviewed the technical evidence provided by BetNation, and the Commission is satisfied that wagers placed by Complainant Two were placed using the same mobile device as used by the customer with the same surname and whose account had access to promotions suspended by BetNation shortly before her account was opened.
36. The Commission also notes that Complainant Two's explanation that she may have logged into her son's WIFI is inconsistent with the evidence that a single mobile device was used to place bets on her account and bets on the other account identified by BetNation. Additionally, the betting records demonstrate that there were no occasions when the two accounts were being operated on the same dates.
37. Having carefully considered all of the available evidence, the Commission is satisfied, on the weight of evidence, that BetNation was justified in determining (acting reasonably) that two accounts were linked to the same mobile device (see clause 2.4 of the terms and conditions).

### Complaint Three

38. Complainant Three opened an account with BetNation on 16 September 2022, using the same IP address and mobile device as another BetNation account that had been opened on 12 August 2022. All bets placed on these accounts were made using the same IP address and mobile device. A number of bets were also made on a third BetNation account, using the same IP address and mobile device.
39. Complainant Three made deposits totalling \$600 into the account, and subsequently accumulated winnings of \$11,900.
40. After receiving a withdrawal request from Complainant Three, BetNation noted that the same mobile device and IP address that was used to register the account was used to register another BetNation account. The same mobile device was used to place bets on both accounts and was also used to bet on a third account, as evidenced by the transaction report provided to the Commission. The complainant was not contacted via telephone to confirm betting history in this instance, however, emails were sent to the complainant advising of the investigation into the account, and statutory declarations were provided by Complainant Three that did not provide an explanation for multiple accounts being used on a single mobile device.
41. On inspection of the transaction report provided by the bookmaker, it appears that all three accounts were used to place wagers on similar bet types providing support for the BetNation theory that one person was using all three accounts.
42. Having carefully considered all of the available evidence, the Commission is satisfied, on the weight of evidence, that BetNation was justified in determining (acting reasonably) that three accounts (including the account opened by Complainant Three) were linked to the same mobile device (see clause 2.4 of the terms and conditions).

### Conclusion

43. For each of the three complaints the subject of this decision notice, the Commission has determined that BetNation was justified to determine that each of the accounts in question was linked to at least one other account using the same mobile device. It therefore follows that, in accordance with the terms and conditions that applied at the time, BetNation was justified in voiding all of the wagers on each account.
44. Voiding the wagers does not entitle BetNation to retain any of the deposits on the accounts, and, unless BetNation has not already done so, BetNation should promptly refund all deposits made into each of the accounts, less any withdrawals successfully made. By the Commission's calculation, this would result in the following refunds:
  - a) Complainant One – deposits of \$9,300, less withdrawals of \$2,200 = \$7,100 refund;
  - b) Complainant Two – refund of deposits totalling \$350; and
  - c) Complainant Three – refund of deposits totalling \$600.

### NOTICE OF RIGHTS

45. Section 85(6) of the Act provides that a determination by the Commission of a dispute referred to it pursuant to section 85 of the Act shall be final and conclusive as to the matter in dispute.

A handwritten signature in cursive script that reads "Alastair Shields".

Alastair Shields  
Chair, Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Kirkman and Bravos