

NORTHERN TERRITORY RACING AND WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

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>)
COMPLAINANT:	Mr E
LICENSEE:	Sportsbet Pty Ltd
HEARD BEFORE: (on papers)	Ms Cindy Bravos (Presiding Member) Mr Ian Curnow Ms Susan Kirkman
DATE OF DECISION:	21 April 2026

DECISION

- 1) For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that:
 - a) the complaint is not substantiated; and
 - b) Sportsbet Pty Ltd (**Sportsbet**) has complied with the now repealed *Racing and Betting Act 1983* (**repealed Act**) and the conditions of its sports bookmaker licence.

JURISDICTION AND PROCEDURE

- 2) Sportsbet is authorised by the Commission to conduct the business of a sports bookmaker and to operate a digital wagering platform under the same name.
- 3) Pursuant to the transitional arrangements contained within section 310(4) of the *Racing and Wagering Act 2024* (**Act**), the complaint having not been determined prior to the commencement of the Act, is to be determined by the Commission under subsection 85(4) of the repealed Act.
- 4) The findings for the complaint have been determined on the papers, having regard to submissions from the Complainant and the wagering operator, and evidence obtained by the Commission.
- 5) Following its review of the material, the Commission formed preliminary findings in relation to the complaint. These preliminary findings were provided to both the Complainant and Sportsbet for comment. All submissions received in response have been considered and taken into account in the Commission's determination of the matter.

REASONS FOR DECISION

Scope of Complaint

- 6) The Complainant lodged a complaint against Sportsbet alleging that Sportsbet:

- a) accepted deposits from a permanently self-excluded individual;
 - b) failed to maintain adequate safeguards to protect self-excluded users; and
 - c) accepted deposits originating from third-party bank accounts where the source of funds did not match the wagering account holder's details.
- 7) The Complainant acknowledges that he has permanently self-excluded from Sportsbet and submits that he had permission from his former partner to use her Sportsbet wagering account, acknowledging that he is permanently self-excluded from using Sportsbet's wagering services.
 - 8) The Complainant is seeking a refund of all deposits made from third-party bank accounts into his former partner's account (approximately \$26,500), contending that all wagers placed using those funds should be treated as not lawful wagers. The Complainant has submitted that as he accepts responsibility for his actions, a 50% refund is appropriate, calculated as total deposits less any withdrawals.
 - 9) Sportsbet disputes the complaint and submits that the Complainant deliberately and repeatedly circumvented his self-exclusion in breach of Sportsbet's Rules/Terms and Conditions and that pursuant to those rules, terms and conditions, all wagers placed through the wagering account stand.

Background

- 10) The Complainant permanently self-excluded from Sportsbet on 19 May 2016.
- 11) Following his self-exclusion, Sportsbet's records show that the Complainant made ongoing attempts to circumvent the exclusion controls, including the creation of multiple wagering accounts in variations of his own name and in the name of family members or associates. Many of these accounts were subsequently linked to the Complainant through common identifiers such as email addresses and mobile phone numbers.
- 12) In 2020, the Complainant raised a similar dispute with the former Northern Territory Racing Commission (**former Commission**) concerning losses incurred with Sportsbet after circumventing his self-exclusion. The matter was resolved directly between the Complainant and Sportsbet before any investigation or determination was made by the former Commission, and Sportsbet refunded the losses.
- 13) The Complainant submits that, as the former Commission was aware of the dispute at the time the refund was made, the reasons for Sportsbet's decision to provide the refund may be relevant to the present matter. However, the complaint was withdrawn following the resolution and no findings were made by the former Commission. The circumstances in which Sportsbet decided to refund those losses therefore do not form part of the issues to be determined in this matter.
- 14) During a recorded telephone conversation on 14 November 2020, Sportsbet advised the Complainant that he was prohibited from using Sportsbet's wagering services and that any future attempts to circumvent his self-exclusion may result in losses not being refunded. The Complainant confirmed his understanding of that position.

The Partner Account

- 15) An account in the name of the Complainant's former partner was created with Sportsbet on 1 February 2022. The account holder's identity details were verified at the time of the account creation.
- 16) During a telephone conversation on 4 July 2022 between Sportsbet and the account holder, the account holder correctly confirmed her name, date of birth, email address and discussed wagering activity on the account. At that time, Sportsbet advised the Commission that it had no reason to believe that the account was being operated by a third party.
- 17) It remains unclear at what point the Complainant gained access to or began operating his former partner's Sportsbet account or the extent of the account holder's knowledge of that use.

Deposits and Payment Method

- 18) The majority of deposits to the former partner's wagering account were made using Poli, an online real-time payment service.
- 19) At the relevant time, Poli did not automatically provide Sportsbet with the name of the originating bank account holder at the point of deposit. As a result, Sportsbet did not have visibility of whether the name of the funding bank account matched the name of the wagering account holder unless further evidence was specifically requested.
- 20) The Commission notes that Poli was decommissioned by Sportsbet as a payment method in June 2023 and is no longer available to customers. Accordingly, there is no ongoing requirement for Sportsbet to implement or maintain reporting or monitoring mechanisms in relation to Poli.

Withdrawals

- 21) Between 2 June 2022 and 20 January 2023, a total of 53 withdrawals were processed from the former partner's wagering account.
- 22) Sportsbet submits that at the time the withdrawals were set up, it had no independent means of confirming that the nominated bank account was in the customer's name unless the customer was requested to provide supporting evidence. Sportsbet further submits that when adding a withdrawal method, customers are expressly reminded that withdrawals may only be made to bank accounts held in their own name, in accordance with Sportsbet's Rules/Terms and Conditions.
- 23) In particular, Rule 1.6.14 provides that customers may only withdraw funds to a bank account held in the same name as the wagering account holder.
- 24) The bank account used for withdrawal on the former partner's wagering account was held in the name of the former partner. Sportsbet has confirmed that the BSB and account number used for these withdrawals were not used on any other accounts linked or created by the Complainant.
- 25) The Complainant submits that the volume and value of the transactions on the account should have triggered enhanced monitoring by Sportsbet, particularly having regard to his prior history of circumventing self-exclusion.

- 26) The Commission notes this submission however, on the material available there is no evidence that at the time the withdrawals were processed, Sportsbet held information indicating that the withdrawal bank account or transaction activity was associated with a self-excluded person.

Sportsbet Submissions

- 27) Sportsbet submits that:
- a) the Complainant has a long history of attempting to circumvent his permanent self-exclusion with it;
 - b) the Complainant was clearly advised in 2020 that further attempts to wager with Sportsbet would be in breach of its Rules/Terms and Conditions and that future losses may not be refunded;
 - c) by operating an account in the name of his former partner, the Complainant breached Rule 1.14.2 of Sportsbet's Rules; and
 - d) in accordance with those rules, all wagers placed through the account whether winning or losing, stand.
- 28) Upon identifying the circumvention, Sportsbet closed the former partner's wagering account and implemented additional measures to prevent further access by the Complainant including blacklisting devices and payment methods associated with the account.

Commission Considerations

- 29) In determining this complaint, the Commission has considered:

a) Self-Exclusion Obligations

The protective purpose of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**2019 Code**) is to minimise gambling harm and promote responsible gambling practices. Under the 2019 Code, licensed wagering operators are required to not knowingly permit self-excluded individuals from accessing their wagering services.

In considering complaints of this nature, the Commission's role is to assess compliance with the obligations imposed by the regulatory framework in force at the relevant time, rather than to determine outcomes based solely on the presence of gambling harm,

b) Third-party Deposits Controls

Licensed wagering operators are expected by the Commission to have controls in place to mitigate risks associated with third-party funding. The adequacy of these controls must be assessed in light of the information reasonably available to the licensee at the time of the transaction and the payment methods used.

c) Withdrawals and Account Name Matching

In assessing withdrawal controls, the Commission has considered whether Sportsbet took reasonable steps to ensure withdrawals were made in accordance with its Rules/Terms and Conditions, including requirements that withdrawals be made to accounts held in the customer's name.

d) *Customer Conduct and Prior Warnings*

Where a former customer has previously circumvented self-exclusion, received refunds and been expressly warned that further circumvention may result in losses not being refunded, this is a relevant consideration in assessing whether regulatory relief is appropriate.

However, the Commission also acknowledges that permanent self-exclusion exists to protect individuals who may struggle to control their wagering behaviour and that prior attempts to circumvent exclusion may indicate an ongoing risk of harm. Licensees are therefore expected to maintain and apply reasonable safeguards designed to prevent excluded customers from wagering.

e) *Duty of Care and Personal Responsibility*

The duty of care owed by a licensee to a self-excluded customer must be balanced against the customer's own conduct. Where the evidence demonstrates intentional and repeated efforts to evade exclusion arrangements, particularly after prior warnings, the customer's personal responsibility remains a relevant consideration in determining whether regulatory relief is warranted.

Under the regulatory framework in force at the relevant time, the Commission's role was to assess whether Sportsbet had complied with its regulatory obligations. The framework did not provide for the Commission to apportion losses between the parties to a complaint or impose partial refunds based on a perceived shared responsibility where no breach by the licensee had been established.

Findings

30) The Commission makes the following findings:

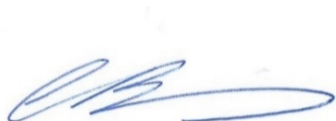
- a) the Complainant knowingly and deliberately breached his permanent self-exclusion by operating, or gaining access to an account in the name of his former partner;
- b) the Complainant was aware, or ought reasonably to have been aware that such conduct was prohibited by Sportsbet and that he may be liable for any losses incurred;
- c) at the time the deposits were accepted, Sportsbet did not have actual knowledge that the former partner's account was being operated by a self-excluded person;
- d) the limitations associated with Poli deposits limited Sportsbet's ability to identify mismatched source of funds information at the point of deposit. In the circumstances in this case, this limitation does not itself establish a failure by Sportsbet to meet its regulatory obligations;
- e) Sportsbet had no contemporaneous information indicating that the withdrawal bank account was controlled by a self-excluded person; and
- f) while Sportsbet has since strengthened its detection measures and decommissioned Poli, the Commission is not satisfied that any deficiencies in the controls operating at the relevant time, including having regard to the Complainant's history of circumvention, amounted to a breach of the Licensee's regulatory obligations.

Decision

- 31) For the reasons set out above, the Commission's decision is that the complaint is not substantiated.
- 32) Having considered the evidence and the submission of the parties, the Commission is not satisfied that Sportsbet breached its licence conditions or the 2019 Code, nor that refunds of deposits or losses are warranted. The losses incurred by the Complainant arose from the Complainant's deliberate and repeated circumvention of permanent self-exclusion arrangements, despite prior warnings.

NOTICE OF RIGHTS

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



Cindy Bravos
Deputy Chair,
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Bravos, Curnow and Kirkman