NORTHERN TERRITORY WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER:	Gambling Dispute for determination by the Northern Territory Wagering Commission (pursuant to section 310(4) of the *Racing and Wagering Act* 2024 and section 85(2) of the *Racing and Betting Act* 1983)
COMPLAINANTS:	Mr H
LICENSEE:	Sportsbet Pty Ltd
HEARD BEFORE: **(on papers)**	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Mr Ian Curnow
DATE OF DECISION:	23 June 2026

DECISION

1. This decision is issued by the Northern Territory Wagering Commission (**Commission**), formerly known as the Northern Territory Racing and Wagering Commission, following commencement of the *Racing and Wagering Amendment Act 2026* on 22 June 2026. Any preliminary findings, correspondence or other documents previously issued in relation to this matter under the name Northern Territory Racing and Wagering Commission continue to have effect and should be read as references to the Northern Territory Wagering Commission.

2. For the reasons set out below, the Commission finds that:

   (i) Sportsbet Pty Ltd (**Sportsbet**) complied with its regulatory obligations while accepting deposits, facilitating wagering activity and managing the wagering account during the period between 23 and 25 January 2023, and is satisfied that Sportsbet was entitled to rely on and apply its Rules and Terms and Conditions in relation to the operation of the wagering account; and

   (ii) responsibility for account security rested with the Complainant, that the use of Apple Pay did not of itself enable Sportsbet to identify third-party funding or the involvement of a self-excluded individual at the time the deposits were accepted and that Sportsbet's responsible gambling response was reasonable having regard to the standards applicable in 2023.

3. Accordingly, the Commission has determined that the complaint is not substantiated and that no refund of the deposits is warranted.

JURISDICTION AND PROCEDURE

4. 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.

5. Pursuant to the transitional arrangements contained with 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of the Act, is to be determined by the Commission under subsection 85(4) of the *Racing and Betting Act 1983* **(repealed Act)**.

6. The decision has been determined on the papers, having regard to submissions from the Complainant and the wagering operator and evidence obtained by the Commission.

7. Preliminary findings in relation to this matter were issued to the parties on 13 February 2026, and the parties were afforded an opportunity to respond and provide additional submissions or information for consideration. Sportsbet responded confirming it had no further comments and that it considered its submissions were accurately reflected in the preliminary findings. No response was received from the Complainant. In making this decision, regard has been had to the material available to the Commission at the date of this decision notice.

REASONS FOR DECISION

Scope of Complaint

8. The Complainant has lodged a complaint alleging that Sportsbet:

   (i) accepted deposits originating from Apple Pay linked to a third-party's bank accounts, where the source of funds did not match the wagering account holder's details;

   (ii) permitted unauthorised access to a wagering account by a third-party who was permanently banned for problem gambling; and

   (iii) failed to detect or prevent the above conduct, including by allowing repeated deposits over multiple days without adequate verification or intervention.

9. The Complainant acknowledges that he accessed the Sportsbet App on a third-party's mobile device and remained logged into the App after leaving the device. The Complainant submits that the subsequent wagering activity was conducted without his knowledge or authority by a third-party who was prohibited from using Sportsbet's wagering services.

10. The Complainant is seeking a refund of all deposits accepted via third-party payment methods (being $42,250), less any amounts already withdrawn, contending that all wagers placed using those funds were unauthorised and should not be treated as lawful wagers.

11. The Complainant submits that $10,000 was also withdrawn from the wagering account by the unauthorised third-party who the Complainant states also obtained unauthorised access to the Complainant's bank account and then transferred these funds to his own account.

Sportsbet Response

12. Sportsbet disputes the complaint and submits that under its Rules and Terms and Conditions, it is not liable to return funds deposited via third-party payment methods. Sportsbet also contends that the Complainant is responsible for the security of his login credentials and that any wagering activity conducted using those credentials is deemed authorised.

13. Sportsbet advised that Apple Pay is a secure and encrypted payment method and that it had no reasonable means of identifying that the source of funds was a self-excluded individual or otherwise did not belong to the wagering account holder.

14. Sportsbet further contends that if a third-party operated the wagering account, that third-party circumvented controls designed to prevent self-excluded individuals from accessing its wagering services.

Commission Considerations

Wagering Account Activity

15. The Complainant submits that he accessed the Sportsbet App on a third-party's mobile device on the evening of 23 January 2023, and that subsequently the third-party accessed the wagering account on 24 and 25 January to wager, including the depositing of $42,250 and withdrawal of $10,000.

16. The wagering account statement shows that on 23 January 2023, the account commenced the day with a balance of 50 cents. Between 6:07 am and 2:42 pm, 13 winning and losing wagers were placed, resulting in a nil balance. There was no deposit activity on this day.

17. On 24 January 2023, wagering activity commenced at 9:39 am with a deposit of $30. Between 9:39 am and 2:16 pm, 37 winning and losing wagers were placed, resulting in a nil balance. During this period, 10 deposits totalling $129.15 were accepted and recorded as debit/credit card transactions.

18. From 3:08 pm on 24 January 2023, the account began to receive substantially larger deposits via Apple Pay. Multiple Apple Pay deposits were accepted in rapid succession, including deposits of $4,000, $5,500, $5,000 and $9,000, each of which was wagered shortly after deposit. A further Apple Pay deposit of $500 was accepted later that evening.

19. Wagering activity continued into the early hours of 25 January 2023, with a winning wager recorded at 11:59 pm on 24 January 2023, followed by a further wager placed at 12:05 am on 25 January 2023, resulting in a nil balance.

20. Between 24 and 25 January 2023, a winning wager also returned winnings of $17,190 after which a $10,000 withdrawal was processed to a bank account. The remaining balance was subsequently wagered and lost.

21. Wagering activity recommenced later on 25 January 2023, from 11:40 am, with further Apple Pay deposits accepted in varying amounts, including deposits of $1,000, $500, $1,000, $750, $500, $1,000, $4,000, $2,500, $3,000 and $4,000, each followed by wagering activity, ultimately resulting in a nil balance.

22. In total, Sportsbet accepted $42,250 in deposits via Apple Pay between 24 and 25 January 2023.

23. The wagering account history further shows that the account had previously received numerous deposits via Apple Pay throughout 2021 and 2022, with the most recent Apple Pay deposit prior to the events in question being $250 on 22 January 2023.

Responsible Gambling Obligations and Actions

24. At the time of the events in January 2023, wagering operators were required to maintain and implement responsible gambling policies and procedures designed to identify and respond to indicators of potential gambling harm. However, regulatory expectations at that time allowed a degree of latitude in the timing of the responsible gambling intervention, and an immediate or real-time response was not required in all circumstances. Wagering operators were permitted to assess wagering activity and determine an appropriate response within a reasonable timeframe, including the timing and method of customer contact.

25. In this matter, Sportsbet records show that the deposits continued to be accepted until 2:08 pm on 25 January 2023, during a period of significantly increased wagering activity characterised by a sharp escalation in the size of deposits and the size of individual wagers.

While the deposits were made via Apple Pay, the account had previously utilised Apple Pay as a funding method.

26. In response to the observed increase in activity, Sportsbet attempted to contact the Complainant by telephone at 3:53 pm on 25 January 2023 (less than 24 hours after the first larger Apple Pay deposit) to discuss the activity on the account. The attempted call was unsuccessful and went to voicemail. Following the unsuccessful contact attempt, Sportsbet suspended the wagering account. The records indicate that no further wagering occurred on the account after this point.

27. On 13 February 2023, the Complainant contacted Sportsbet by telephone to enquire about the account restriction, stating that he was not sure why the account was restricted but that he thought he knew the reason. During this interaction, the Complainant lodged a complaint with Sportsbet in the same terms as the complaint subject of this decision notice.

28. Sportsbet advised the Complainant that the account had been referred to its responsible gambling team due to the deposit activity and noted the use of Apple Pay as a funding method, although no specific Apple Pay flag had been applied. The Complainant indicated that he was seeking a refund, stating that a complaint would be lodged with the regulator by the third-party's parents if the matter was not resolved. The Complainant further advised that he did not wish for the wagering account to be reactivated due to concerns about further access to wagering services by the third-party.

Deposits and Payment Method

29. Sportsbet submits that Apple Pay is an encrypted payment method and that as a merchant, it does not receive identifying information about the underlying funding instrument or account holder when an Apple Pay transaction is processed. Sportsbet further advises that Apple Pay transactions do not display the name of the bank account holder and therefore do not allow a wagering operator to directly verify whether the source of funds matches the wagering account holder's details at the point of deposit.

30. Sportsbet further submits that this limitation must be read in conjunction with the security features of Apple Pay, including two-factor authentication which requires the user to authenticate each transaction using a PIN, fingerprint identification or facial recognition. Sportsbet contends that the security measures significantly reduce the risk of fraudulent transactions and support reliance on Apple Pay as a funding method.

31. In relation to its Rules and Terms and Conditions, particularly Rule 1.6.4 which requires that funds deposited into a wagering account must originate from an account in the name of the wagering account holder, Sportsbet submits that compliance is achieved through a combination of reliance on Apple Pay's authentication controls and post transaction monitoring. Sportsbet submits that where it identifies indicators of potential third-party use or fraudulent activity, it will contact the customer and request evidence regarding the origin of the funds. Sportsbet submits that Apple Pay deposits are therefore monitored in the same manner as other payment methods, with verification occurring reactively where risk indicators are identified rather than at the point of deposit.

Unauthorised Access and Account Security

32. The Complainant submits that wagering activity on the account was conducted without his knowledge or authority after he accessed the wagering application on a third-party's mobile device and remained logged in after leaving the device. The Complainant contends that he

was unaware that the account remained accessible on the device and that the third-party subsequently accessed and operated the account.

33. Sportsbet disputes liability for the alleged unauthorised access and submits that responsibility for the security of login credentials rests with the account holder in accordance with Rule 1.5.1. That rule requires customers to keep their secure member details confidential and to notify Sportsbet immediately if they suspect unauthorised use, with the customers remaining responsible for the transactions made using those details. Further, Rule 1.5.3 provides that customers are responsible for all wagers placed on their account where their secure member details are used.

34. Sportsbet submits that when logging into the Sportsbet App on a third-party's device, the Complainant had control over whether the account remained accessible on that device. In particular, Sportsbet submits that the Complainant had the option to select a 'keep me logged in' function, which allows ongoing access to the account on the device, or alternatively log out of the account once access was no longer required.

35. Sportsbet submits that had the Complainant logged out, the third-party would not have been able to access the account without entering the username and password. Sportsbet submits that any wagering activity conducted under valid login credentials is treated as authorised under its Rules and Terms and Conditions and that the circumstances as described by the Complainant do not constitute a failure of its account security systems.

<u>Self-Excluded Third-Party</u>

36. The Complainant submits that the wagering activity conducted on his account was undertaken by a third-party who was permanently self-excluded from Sportsbet. The Complainant contends that the third-party's self-excluded status is relevant to the assessment of whether wagering activity should be treated as unauthorised and whether Sportsbet should have detected and prevented the activity,

37. Sportsbet submit that the third-party, who was self-excluded from Sportsbet in 2015, was not the registered account holder and that the wagering activity was conducted using the Complainant's valid account credentials. Sportsbet submits that pursuant to Rule 1.14.2, self-excluded individuals must not place wagers but remain fully liable for their actions, and where self-exclusion is deliberately circumvented, resulted wagers stand.

38. Sportsbet further submits that its self-exclusion controls are designed to prevent self-excluded individuals from operating accounts registered in their own name and that those controls were not triggered in circumstances where a self-excluded individual allegedly accessed another person's account using valid credentials.

Findings

39. The Commission makes the following findings:

    (i) Sportsbet accepted deposits and wagers on the Complainant's account during 23 to 25 January 2023, including a series of high-value deposits and wagers placed over a condensed period;

    (ii) while a substantial proportion of the deposits were made using Apple Pay, Apple Pay had been used on the account historically, including shortly before the relevant period and the use of Apple Pay itself, did not constitute an anomalous payment method;

(iii) Apple Pay transactions are encrypted and do not disclose underlying funding source or account holder information to a wagering operator at the time of the deposit and as a result, the Commission is not satisfied that Sportsbet could reasonably have identified that the funds originated from a third-party or a self-excluded individual at the time the deposits were accepted;

(iv) under Sportsbet's Rules and Terms and Conditions, responsibility for the security of login credentials rested with the Complainant and the wagering activity occurred using valid account credentials after the Complainant accessed the wagering account on a third-party device, entitling Sportsbet to treat the activity as authorised and to rely on and enforce its contractual terms;

(v) Sportsbet's self-exclusion controls are designed to prevent self-excluded individuals from operating accounts in their own name, and the Commission is not satisfied that Sportsbet could reasonably have detected that a self-excluded third-party was accessing the Complainant's account using valid credentials;

(vi) the increase in deposit and wager size triggered Sportsbet's responsible gambling monitoring processes and Sportsbet attempted to contact the Complainant on 25 January 2023 and suspended the wagering account when contact could not be established;

(vii) no further wagering activity occurred on the account following the suspension;

(viii) having regard to the responsible gambling standards and regulatory expectations in force in 2023, the timing and nature of Sportsbet's intervention was reasonable; and

(ix) the Commission is not satisfied that the wagers placed were not lawful or unauthorised in a manner that would require them to be voided or refunded under Sportsbet's Rules and Terms and Conditions.

Decision

40. For the reasons set out above, the Commission's decision is that the complaint is not substantiated.

41. The Commission is not persuaded that Sportsbet breached its regulatory obligations in accepting deposits, facilitating wagering activity or managing the wagering account during the period between 23 and 25 January 2023, and is satisfied that Sportsbet was entitled to rely on and apply its Rules and Terms and Conditions.

42. The Commission has formed the view that responsibility for account security rested with the Complainant, that the use of Apple Pay did not of itself enable Sportsbet to identify third-party funding or the involvement of a self-excluded individual at the time the deposits were accepted and that Sportsbet's responsible gambling response was reasonable having regard to the standards in force in 2023.

43. Accordingly, the Commission's determination is that the complaint is not upheld, and no refund of the deposits is warranted.

NOTICE OF RIGHTS

44. 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 should be final and conclusive as to the matter in dispute.

Alastair Shields
Chair
Northern Territory Wagering Commission

On behalf of Commissioners Shields, Bravos and Curnow