

# 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 *Racing and Wagering Act 2024* and section 85(2) of the *Racing and Betting Act 1983*)

**COMPLAINANT:** Mr F

**LICENSEE:** PlayUp Interactive Pty Ltd (PlayUp)

**HEARD BEFORE:  
(on papers)** Ms Cindy Bravos (Presiding Member)  
Ms Susan Kirkman  
Mr Scott Perrin

**DATE OF DECISION:** 24 October 2024

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that PlayUp Interactive Pty Ltd (**Licensee**) has:
  - a. complied with the now repealed *Racing and Betting Act 1983* (**RBA**), the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**2019 Code**) and the conditions of the sports bookmaker licence (**Licence Conditions**) it then held, when it offered a promotional offer to the Complainant on 16 July 2022;
  - b. contravened condition 15 of the Licence Conditions on 16 and 17 July 2022 by not complying with clause 3.2 of 2019 Code through not having sufficient responsible gambling procedures in place to allow staff to detect and assist customers in a timely manner, who may be experiencing problems with gambling; and
  - c. complied with the RBA, the 2019 Code and the Licence Conditions during its dealings to close the Complainant's betting account.
2. The Commission has determined that it is appropriate to take disciplinary action against the Licensee pursuant to section 80(1)(d) of the RBA for its contravention of condition 15 of its then licence as follows:
  - i. a fine of 34 penalty units being 20% of the maximum penalty available, equating to \$5,508 (2022/2023 financial year penalty unit value was \$162).
3. The Commission has determined that the bets placed by the Complainant on 16 and 17 July 2022 are lawful despite the Licensee's breach, noting that this determination does not in any way lessen the gravity or significance of the breach itself.

## REASONS

### Background

#### The Licensee

4. The Licensee is currently authorised by the Commission to conduct the business of a sports bookmaker and in doing so, to operate two online wagering platforms under the branding names of PlayUp and Draftstars.
5. The current sports bookmaker licence was granted by the former Northern Territory Racing Commission (**former Commission**) on 15 September 2022 under the licensing regime contained within the now repealed RBA. In accordance with the transitional arrangements contained within the *Racing and Wagering Act 2024 (RWA)*, any licence issued under the repealed Act 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.
6. Before obtaining its current licence, the Licensee previously held a valid licence of the same type which was also issued by the former Commission.
7. For ease of reference and given that the events complained of occurred while the Complainant interacted with the Licensee while using the PlayUp branded online wagering platform, the Commission has determined to refer to the Licensee as **PlayUp** throughout the remainder of this Decision Notice.

#### The Complaint

8. On 29 July 2022, the Complainant lodged an online complaint with the former Commission about his dealings with PlayUp. The Complainant's allegations are that:
  - a. on 16 July 2022 (some eight months after opening a betting account with PlayUp) he received an unsolicited phone call from a PlayUp representative advising him that he was his new client manager and offering him a deposit match bonus;
  - b. PlayUp failed to identify that he was a 'problem gambler' despite the significant increase of deposits he made into the betting account (both in number and amount) and a change to his wagering behaviour that occurred within the 24-hour period following the phone call; and
  - c. after contacting PlayUp to make a complaint and to advise it that he was a 'problem gambler', his betting account remained active for a further 48 hours, during which time he would have been able to continue wagering had he had chosen to do so.
9. As a resolution to his complaint, the Complainant is seeking for PlayUp to return the money he deposited into his PlayUp betting account (being \$7,453) following the telephone call he received on 16 July 2022.
10. On 14 and 17 October 2022, the Complainant made further complaints to the Commission alleging that PlayUp had deducted funds from his bank account being \$1,000 and \$500 respectively without authorisation.

#### Commission Hearing

11. In accordance with the transitional arrangements contained at section 310(4) of the RWA, any matters under consideration of the former Commission that were not determined under the

now repealed RBA before the commencement of the RWA are to be determined by the Commission in accordance with the repealed Act as if it was not repealed.

12. The complaint subject of this Decision Notice was lodged on 29 July 2022 and had not yet been determined by the former Commission prior to the commencement of the RWA on 1 July 2024. Given this, the Commission has determined to hear the dispute and make its determinations pursuant to section 85(4) of the RBA.
13. The hearing of the dispute has been conducted in the absence of the parties, based on the evidence before the Commission. That evidence includes submissions to the Commission by both the Complainant and PlayUp, as well as additional evidence obtained on behalf of the Commission by the Commission's betting inspectors.
14. As a matter of procedural fairness to both PlayUp and the Complainant, a draft of the Commission's determinations and proposed disciplinary action was supplied to both parties for comment. Both PlayUp's and the Complainant's comments have been taken into account during the finalisation of this Decision Notice.

#### Codes of Practice

15. Licence Conditions attached to all sports bookmaker licences granted by the Commission, require licensees to adhere to any Codes of Practice.
16. The 2019 Code which came into effect on 26 May 2019, was approved by the former Commission to provide guidance on responsible gambling practices that must be implemented by sports bookmakers so as to minimise the impact of any harms that may be caused by online gambling.
17. Under the transitional arrangements contained within the RWA at section 313, any codes of practice made under section 148A of the now repealed RBA and in effect immediately before the commencement of the RWA continue to apply as if they were adopted or established under the RWA.

#### **Consideration of the Issues**

##### Promotional Offer

18. The Complainant has advised the Commission that over a 24-hour period following a telephone call from a PlayUp representative during which he was offered a bonus for depositing money into his PlayUp account, he deposited and lost \$7,500.
19. The Commission notes that promotional offers are marketing tools commonly used by online sports bookmakers (and many other customer focused industries) to boost sales and generate loyalty. When engaging in promotional marketing in this manner, the Commission expects that these types of promotional offers will be provided within the context of a responsible gambling environment and that they do not inadvertently encourage excessive or risky online wagering behaviour. In addition, clause 4.6 of the 2019 Code requires that all online sports bookmakers licensed by the Commission have in place procedures to ensure that people who have opted out from receiving promotional materials, do not receive them.
20. PlayUp has advised the Commission that at no time after the Complainant opened his betting account with PlayUp in November 2021, did the Complainant opt out from receiving promotional offers from PlayUp.

21. The Commission has listened to a recording of voicemail left with the Complainant by a PlayUp representative on 16 July 2022 and a phone call between the PlayUp representative and the Complainant later that same day. The Commission notes that during these interactions, PlayUp explained to the Complainant how the PlayUp deposit bonus program worked, including that any bonuses provided lasted a month and that they did not have to be used immediately; and that if the Complainant exhausted the promotional bonus – he could make a request for further bonuses which would then be assessed by PlayUp to see if another deposit match bonus could be applied to the account.
22. Upon the Complainant querying the PlayUp representative as to what bonuses were being offered that day, he was advised that he could be provided a percentage bonus on a deposit of up to \$500 and that the same bonus offer could be provided on a weekly basis. After the Complainant responded “Right – okay”, he was advised that the bonus offer would be added to the Complainant’s account and would be triggered once a deposit was made.
23. On that same day after having spoken to the PlayUp representative, the Complainant deposited \$500 into his betting account and commenced wagering. During that subsequent wagering activity, the Complainant placed three bonus bets that equalled the dollar value of the deposit match offered by PlayUp for the Complainant’s first deposit following the phone call between the PlayUp representative and the Complainant.
24. As the Complainant had not wagered with PlayUp in the two weeks prior to receiving the phone call from the PlayUp representative, it is more likely than not that the promotional deposit match offered to the Complainant by PlayUp on 16 July 2022 did as the Complainant submitted, have the effect of causing the Complainant to re-engage with PlayUp.
25. The Commission notes that after having queried what promotional offers were available on that day, the Complainant who was also then a current customer of PlayUp, voluntarily took advantage of the promotional offer provided to him.
26. As the Complainant was then a customer of PlayUp and had not opted out from receiving promotional material from it, the Commission has determined that PlayUp complied with the now repealed RBA, the 2019 Code and its Licence Conditions when it offered the promotional offer to the Complainant on 16 July 2022.
27. There is also no evidence before the Commission that the promotional offer itself was provided in a manner that did not comply with regulatory environment within which PlayUp is licensed to operate.

#### Wagering Activity

28. The 2019 Code requires wagering providers licensed by the Commission to identify red flag behaviours and to take appropriate action to address problem gambling. Specifically:

#### **Clause 3.2 - Recognising potential problem gamblers**

Where appropriate a customer who displays some, or a number, or a repetition of red flag behaviours should be monitored by an online gambling provider and appropriate customer interaction should take place to assist or protect that customer which reasonably corresponds to the circumstances. Online gambling providers should ensure responsible gambling policies and procedures are in place to allow staff to detect and assist customers who may be experiencing problems with gambling.

29. Having reviewed the betting account statement for the Complainant's wagering activity, the Commission notes that after the phone call between the PlayUp representative and the Complainant on 16 July 2022, that:
- a. on 16 July 2022 between 12:41 p.m., and 12:14 a.m., the Complainant deposited a total of \$4,603 (\$2,000 of which was deposited in the first hour of wagering activity); and
  - b. on 17 July 2022 between 12:15 p.m., and 4:33 p.m., the Complainant deposited a total of \$2,850.
30. During this period, the Complainant placed a total of 108 bets of which three were bonus bets. At the end of this wagering activity, the Complainant had a balance of just 75 cents in his betting account. Given that the Complainant's betting account had a balance of 17 cents at the start of his wagering activities on these days, the Complainant's wagering activity for these two days resulted in a loss to the Complainant (and a profit to PlayUp) of \$7,452.42.
31. Of the 108 bets placed, the Complainant placed winning bets on several occasions, including bets that resulted in winning payouts of hundreds of dollars and on one occasion a winning payout of over \$1,000. However, each time the Complainant's wagering activity resulted in a win, the Complainant would then use these winnings to place losing bets until he had a very low balance that required him to deposit more funds if he wanted to keep wagering.
32. Over the eight months prior to this activity on 16 and 17 July 2022, the Complainant has submitted that while his account was open, it was inactive the majority of that time.
33. The Complainant's betting statement details that he engaged in wagering activity with PlayUp on three previous occasions, being:
- a. 24 November 2021 (deposit of \$100 and 15 bets placed of which two were bonus bets - end of day balance of zero);
  - b. 2 June 2022 (deposit of \$500; a withdrawal of \$500 and eight bets placed of which six were bonus bets - end of day balance of 17 cents); and
  - c. 2 July 2022 which was notably only two weeks before the events complained of occurred (deposits of \$364 and five bets placed - end of day balance of 17 cents).
34. PlayUp has submitted that the Complainant's activity over 16 and 17 July 2022 did not trigger any responsible gambling alerts and therefore, it did not engage with the Complainant from a responsible gambling perspective. It further advised that:
- a. while there was an increase in the frequency of the deposits made into the betting account by the Complainant, the average dollar amount of those deposits did not increase;
  - b. the average bet size decreased by 5% during this period; and
  - c. the activity that occurred over a 48-hour period over a weekend is essentially the entire betting data of the Complainant.
35. PlayUp further submitted that:

*Noting the increased bet frequency was 48 hours, PlayUp is confident that had this continued and had deposits and/or bet sizes also increased, [the Complainant] would have been monitored and the appropriate intervention would have ultimately occurred.*

36. PlayUp has also submitted that upon opening of the account on 24 November 2021 and again on 24 January 2022, the Complainant was prompted to set a deposit limit for his account, which the Complainant chose not to do.
37. It is clear to the Commission that as admitted by PlayUp, there was an increase in the Complainant's wagering activity on 16 and 17 July 2022 compared to his previous wagering activity with PlayUp, both in terms of the volume of money wagered and the number of bets placed.
38. The Commission notes PlayUp's submission that it did not have enough comparative data for the Complainant's wagering activity to identify that his deposit and betting behaviour on 16 and 17 July 2022 had changed significantly from his previous wagering behaviour.
39. PlayUp has also submitted that:
- ...practically speaking PlayUp (nor any wagering provider) cannot in real time identify isolated elements of bet frequency increases over short periods of time for every single customer for the purposes of monitoring and subsequent intervention, without other red flag behaviours also being triggered. That is, most customer's will increase their betting volume, particularly from Thursday to Sunday, which is typically the period of weekend sport. [The Complainant's] wagering behaviour was consistent with these general trends as it increased in frequency on a Saturday and Sunday.*
40. This submission is concerning given the modern landscape of online wagering, in which online wagering operators have access to data analytical tools and technologies that can monitor and analyse betting patterns in real-time. Given the volume of transactions and detailed customer data at their disposal, the Commission is of the view that it is reasonable to expect that online wagering operators should have robust systems in place to track and flag unusual or problematic behaviours regardless of over what time or timeframe that activity occurs.
41. In the Commission's view, it is crucial for wagering providers to effectively utilise comparative data analysis, both short-term and long-term, to detect significant deviations in wagering behaviour. By claiming insufficient data (or that the wagering behaviour occurred over a weekend), wagering operators in the Commission's view are neglecting their regulatory responsibilities to identify those of its customers who may be experiencing issues with their wagering activity, potentially allowing problem gambling behaviours to go unnoticed and unaddressed.
42. The short-term data available to PlayUp was that the Complainant engaged in a wagering session on 16 July 2022 that lasted nearly 12 hours, finishing at 12:14 am. While this duration alone may not be conclusive, it is a strong indicator that the Complainant's wagering activity may have extended beyond a recreational level. This is further supported by the additional data showing an increase in the Complainant's wagering activity on that weekend compared to his previous wagering activity over that weekend, both in terms of the amount of money wagered and the number of bets placed compared to his prior activity. In light of this, the Commission disagrees with PlayUp's assertion that there was insufficient comparative data to identify that the potential risk of harm to the Complainant from his wagering activity. At a minimum, this pattern of behaviour should have prompted PlayUp to intervene and undertake some form of responsible gambling interaction.
43. Effective responsible gambling practices demand that all significant changes in wagering activity be identified and addressed promptly, without bias towards the bettor's deposit size or stake. Every bettor in the Commission's view deserves the same level of protection and scrutiny, regardless of whether it occurs with high-stake gamblers or those gamblers who may

be wagering with much smaller amounts. Problem gambling can manifest in different ways and can affect individuals differently – regardless of the monetary amount involved.

44. Given the above, the Commission is of the view that the Complainant's wagering behaviour on 16 and 17 July 2022 was sufficiently different to that of his previous wagering behaviour with PlayUp and that PlayUp should have identified this; and a customer interaction of some form should have been initiated as was required by the 2019 Code.

#### Closure of Account

45. The Complainant has submitted that after contacting PlayUp on 17 July 2022 to make a complaint and to advise it that he was a 'problem gambler', his betting account remained active for a further 48 hours, during which time he would have been able to continue wagering had he had chosen to do so.
46. In response to that submission, PlayUp initially advised the Commission that:
- [u]pon receiving [the Complainant's] email indicating he was suffering from problem gambling, PlayUp took the necessary steps to permanently close his account. [The Complainant] was also sent supporting information to allow him to take charge of his gambling behaviour using the NTRC's permanent self-exclusion from all NT Licensed Bookmakers.
47. Following further inquiries, PlayUp advised the Commission that while its staff are trained to immediately suspend accounts where any of its customers indicate that they may be a 'problem gambler', in error of its own procedures, it did not do so on this occasion.
48. The Commission notes that PlayUp did respond to the Complainant's email early the following morning after it was sent, advising the Complainant that his email would be forwarded on to senior management to investigate and that it would respond to him over the next few days. On 20 July 2022, the Complainant was advised of the outcome of PlayUp's investigation into the issues of his complaint and that his account was now permanently closed.
49. The Commission notes that while clause 5.6 of the 2019 Code requires that the closure of a betting account must be undertaken immediately upon receipt of an account closure request from a customer, there is no specific requirement set out in the RBA or the 2019 Code as to whether an account should be closed after a customer discloses that he or she may be experiencing harm from their wagering activities nor how quickly this should be done.
50. As the Complainant did not specifically request that his account be closed in his email to PlayUp on 17 July 2022, there has been no breach of the 2019 Code. However, as detailed in PlayUp's own procedures, the closure of an account immediately upon a customer advising a licensee that they are suffering harm from their gambling behaviour is clearly good practice so at a minimum to avoid that customer from engaging in further wagering activity.

#### Bank Transactions

51. On 14 and 17 October 2022, the Complainant made further complaints to the Commission alleging that PlayUp had deducted funds from his bank account being \$1,000 and \$500 respectively without authorisation and that as a result the Complainant had no funds in his bank account with which to purchase the necessities of life.
52. Concerns regarding suspected unauthorised bank transactions or disputed credit and/or debit transactions are matters more appropriately dealt with through the merchants and financial

institutions involved however, given allegations of this nature are concerning, limited inquiries have been undertaken into the allegations.

53. Those inquiries have shown that the Complainant disputed a number of transactions with his credit card issuing bank prior to October 2022, claiming that the goods that he received were not as described and/or were not received at all.
54. Several of those claims were successful being claims of \$400 and \$500 and as a result, these amounts were not deducted from the Complainant's bank account. It appears that these claims were successful primarily due to PlayUp failing to provide the necessary documentation by the required response date to dispute the claims.
55. Several further claims were not successful and it would appear that it is these claims of \$1,000 and \$500 that while initially being held in abeyance while the disputes were investigated by the Complainant's financial institution, were ultimately deducted from the Complainant's bank account once his financial institution had resolved the disputes.
56. As can be seen, while the disputed transactions involved deposits made by the Complainant to PlayUp and PlayUp had an opportunity to respond to those disputed transactions, PlayUp itself had no role in the deduction of funds from the Complainant's bank account in October 2022.
57. The Complainant was well aware that he had disputed various transactions relating to PlayUp with his financial institution and it is a matter for him to determine whether to take it up with his financial institution should he remain concerned about its actions in resolving the disputes.

### **DISCIPLINARY ACTION**

58. On the weight of evidence before it, the Commission is satisfied that pursuant to section 80(1)(d) of the RBA, PlayUp has failed to comply with a condition of its licence that was in place at the time of the events subject to this Decision Notice occurring, specifically that it:
  - a. contravened condition 15 of its licence by not complying with clause 3.2 of the 2019 Code through not having sufficient responsible gambling procedures in place to allow staff to detect and assist customers in a timely manner, who may be experiencing problems with gambling.
59. Disciplinary action available to be taken by the Commission in these circumstances range from the issuing of a reprimand, imposing a fine not exceeding 170 penalty units or suspending or cancelling the sports bookmaker's licence.
60. In its response to the Commission's draft determinations and proposed disciplinary action, PlayUp argues that the imposition of a fine is unwarranted. This is based on the Commission's findings that PlayUp's actions during the closure of the Complainant's betting account did not breach the 2019 Code and that all bets placed by the Complainant were lawful. Notably, PlayUp does not contest the breach itself but challenges the severity of the disciplinary action to be taken, arguing that the Commission's findings on other aspects of the complaint should influence the determination of an appropriate penalty. It has argued that its compliance with the 2019 Code regarding promotional offers and its handling of the account closure should mitigate any penalty. However, the Commission notes that these actions occurred before and after the breach and were not aimed at preventing or minimising it. Furthermore, PlayUp did not act swiftly to rectify the breach, nor has it demonstrated genuine remorse.
61. The Complainant on the other hand has submitted that a penalty equating to 20% of the maximum available is insufficient to hold PlayUp to account. To support this, the Complainant references two decisions handed down by the former Commission in July and September 2023.



The Commission notes that in both of those decisions, the former Commission imposed penalties of 100% of the maximum amount available for breaches of the 2019 Code and determined that the bets involved were not lawful. However, these matters are distinguishable from the present matter. The first involved a self-excluded gambler opening an account and wagering, while the second involved a gambler showing signs of harm, wagering for up to 36 hours without substantial breaks; substantially increasing the value of his wagers; and repeatedly and excessively cancelling withdrawal requests. These circumstances differ substantially from the current matter.

62. The Commission has also considered the timing of the events, which occurred over two years ago. Since then, there have been significant changes in the regulatory landscape, including heightened expectations from both the Commission and society regarding the responsibility of wagering providers to monitor customer activity for signs of harm. Additionally, recent legislative reforms have increased the severity of penalties that the Commission can impose for breaches of the Act, licence conditions or codes of practice.
63. In determining the appropriate disciplinary action to be taken, the Commission is required to assess the breach in relation to the legislation that was in force at the time the breach occurred, the severity of the breach, PlayUp's regulatory history, as well as considering penalties imposed on other licensees for similar breaches. Consequently, while the current regulatory environment would allow for a more severe penalty, the Commission must align its decision with the laws and precedents applicable at the time of the breach, which limits the penalty from being at the upper end of the scale.
64. With these factors in mind, the Commission has determined that it is appropriate to take disciplinary action against the Licensee pursuant to section 80(1)(d) of the RBA as follows:
  - a. for its contravention of condition 15 of its licence, a fine of 34 penalty units being 20% of the maximum penalty available, equating to \$5,508 (2022/2023 financial year penalty unit value was \$162).

## **LAWFULNESS OF BETS**

65. In submitting this complaint, the Complainant has sought for PlayUp to return the monies to him that he had deposited into his PlayUp betting account on 16 and 17 July 2022. For the Commission to come to the view that PlayUp should do so, it would need to determine that each of the bets placed by the Complainant through his use of the PlayUp betting account on these days were not lawful.
66. While the Commission has found that PlayUp has breached its regulatory obligations in relation to failing to have sufficient responsible gambling procedures in place to allow staff to detect and assist customers who may be experiencing problems with gambling in a timely manner, it has also found that the promotional offer made to the Complainant and of which he availed himself of, was provided in a manner that complied with the regulatory environment within which PlayUp is licensed to operate.
67. It is a matter of the Commission's judgement as to whether a contravention of the RBA, a Code of Practice, a condition of licence or other circumstance may be regarded as being so serious as to undermine the integrity of the betting transaction itself and in such circumstances, conclude that the betting transaction to be not lawful. By way of example, the former Commission often determined that the betting transactions involving a self-excluded person are not lawful given the importance placed on self-exclusion provisions being enforced by licensees so as not to allow persons to place bets after they have had the foresight to exclude

themselves from using the services of a wagering provider due to recognising the risk to themselves of financial harm.

68. The Commission is also of the view that it was the intention of the legislature to provide the former Commission with jurisdiction to also enable bets to be enforced when it furthers the objects of the integrity and probity of betting and racing to do so, and to accept a bet as being lawful even if there is a breach of the RBA, a Code of Practice or a licence condition by a licensee. It is however, not the role of the Commission to rectify self-inflicted losses.
69. In the Complainant's response to the draft of the Commission's determinations and proposed disciplinary action, the Complainant has again submitted that if it was not for the telephone call from a PlayUp representative during which he was offered a bonus for depositing money into his PlayUp account, he would not have deposited \$7,500 into his betting account.
70. In this respect, it is important to reiterate that at no time after the Complainant opened his betting account with PlayUp, did the Complainant opt out from receiving promotional offers from PlayUp. It is also important to reiterate that the Complainant had engaged in wagering activity with PlayUp as recently as just over two weeks before receiving the promotional offer.
71. The Commission has found that it is more likely than not, that the promotional deposit match offered to the Complainant by PlayUp did as the Complainant submit, have the effect of causing the Complainant to re-engage with PlayUp. However, the Complainant voluntarily opted to take advantage of the lawful deposit match bonus offered to him and subsequently place numerous winning and losing bets, some of which had winning payouts of hundreds of dollars and on one occasion, over \$1,000. Each time the Complainant's wagering activity resulted in a win, the Complainant would then use these winnings to place losing bets until he had a very low balance that required him to deposit more funds if he wanted to keep wagering, which he chose to do.
72. Betting inherently involves risk and uncertain outcomes. PlayUp's failure to engage with the Complainant from a responsible gambling perspective at some point in time on 16 or 17 July 2022 does not in the Commission's view, absolve the Complainant of responsibility for his decision to wager.
73. The determination of the Commission regarding PlayUp's breach of its regulatory obligations in relation to failing to have sufficient responsible gambling procedures in place to allow staff to detect and assist customers who may be experiencing problems with gambling in a timely manner must be tempered with the fact that even if PlayUp had interacted with the Complainant, there is no certainty that this interaction would have led to the Complainant choosing to reduce or cease his wagering activity.
74. After careful deliberation and consideration of the information before it, the Commission has determined that the integrity of each bet placed by the Complainant with PlayUp has not been undermined to the extent where each bet should not be enforced, despite the licensee's breach of the RBA and that the Complainant's activity resulted in a financial loss to him. This determination has not been made lightly and has been made so as to ensure a fair and proportionate response to the breach involved. It must also be noted that this determination does not in any way diminish the severity or significance of the breach itself.

## **NOTICE OF RIGHTS**

75. Section 85(6) of the RBA provides that a determination by the Commission of a dispute determined by it pursuant to section 85 of the RBA 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, Kirkman and Perrin