

# NORTHERN TERRITORY RACING AND WAGERING COMMISSION

## DECISION NOTICE AND REASONS FOR DECISION

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<b>MATTER:</b>	Gambling Dispute for determination by the Northern Territory Racing and Wagering Commission (pursuant to section 209(1)(a) of the <i>Racing and Wagering Act 2024</i> )
<b>COMPLAINANT:</b>	Mr Y
<b>LICENSEE:</b>	Puntaa Pty Ltd trading as Picklebet
<b>HEARD BEFORE: (on papers)</b>	Mr Scott Perrin (Presiding Member) Mr Ian Curnow Ms Susan Kirkman
<b>DATE OF DECISION:</b>	6 February 2026

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Puntaa Pty Ltd trading as Picklebet has, in relation to its dealings with the Complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Wagering Act 2024* (**the Act**), its licence conditions and the relevant Code of Practice that was in effect at the time of the events which are the subject of this gambling dispute.
2. The Commission is satisfied that the Complainant breached the terms and conditions of wagering with Puntaa Pty Ltd and as such all bets made were not lawful.

### REASONS

#### Background

3. On 31 March 2017 the Commission granted a licence to Puntaa Pty Ltd to conduct the business of a sports bookmaker operator pursuant to section 140 of the Act.
4. Puntaa Pty Ltd operates its sports bookmaking business under the trading name of Picklebet. For ease of reference, the Commission will refer to the licensee as Picklebet throughout this Decision Notice.

#### The Complaint

5. On 20 December 2024, the Complainant lodged a complaint with the Commission in relation to his dealings with Picklebet. In that complaint, the Complainant stated that Picklebet had declined a withdrawal request of \$12,500 from his account. The Complainant is seeking to have the balance of his account, totalling \$12,615.26, returned to him.
6. Picklebet has asserted that the Complainant violated their wagering terms and conditions by submitting falsified documents, thereby granting them the right to terminate the account, and deny the withdrawal request. Additionally, since the Complainant's withdrawals exceeded deposits over the life of the account, no further funds are payable.

7. In the interest of procedural fairness to both Picklebet and the Complainant, a draft of the Commission's preliminary findings into the complaint was provided to both parties for comment. Neither party provided the Commission with any comments.

### Consideration of the Issues

8. Pursuant to section 16(h) of the Act, the Commission determined to investigate the matter and hear the dispute in absence of the parties, and make its determination based on the written material before it.
9. The Complainant successfully operated an account with Picklebet from 16 August 2023 until 11 December 2024. During that period the Complainant made a series of deposits and withdrawals in respect of the account, resulting in a net winning position over the life of the account.
10. On 11 December 2024 the Complainant lodged a withdrawal request with Picklebet for the sum of \$12,500.
11. In response to the withdrawal request Picklebet asked for various verification items from the Complainant, including bank statements which the Complainant provided on 12 December 2024.
12. Picklebet identified that the bank statements the Complainant provided had been tampered with so that the name(s) of depositors had been altered. The Complainant has admitted that he deliberately altered the depositor's names on the bank statements to ensure the true depositor's identities were hidden.
13. When Picklebet raised concerns with the Complainant over the documents, the Complainant then provided a copy of the bank statements with the depositor's names redacted. Picklebet raised further concerns following receipt of the redacted bank statements to which the Complainant subsequently provided original, unaltered versions of the bank statements.
14. Picklebet says because the Complainant deliberately provided altered and false bank statements it is entitled to rely upon section 5.7 of its terms and conditions of wagering to close the Complainant's account and withhold the balance as follows:
 

*5.7....We reserve the right to terminate Your Account, withhold the balance of Your Account, and recover from Your Account the amount of any affected payouts if:*

*5.7.1. You are found or suspected to be participated in any form of collusion or fraudulent practice;*

*5.7.5. You falsify Personal Information (as defined in the Picklebet Privacy Policy);*

*5.7.6 we reasonably suspect that you have falsified or tampered with identity documents or any other documentation you provide to us for any purpose associated with an Account (including, without limitation, bank cards or bank statements)*
15. The Complainant has admitted that he falsified and tampered with the bank statements and subsequently provided redacted and eventually the original unaltered version to Picklebet.

### Conclusion

16. Although the correct documentation was eventually provided, the Commission has determined that Picklebet may rely on the initial submission of documents that did not comply with section 5.7.6 of its wagering terms and conditions, and is therefore entitled to withhold the balance of the Complainant's account accordingly.

Given the Commission's findings, the Commission is satisfied that the Complainant breached the terms and conditions of wagering with Puntaa Pty Ltd and therefore, pursuant to section 224(2)(a)(i) of the Act, there are no grounds to justify the Commission taking action.

## NOTICE OF RIGHTS

17. Pursuant to section 239(1)(g) of the Act, the Complainant or Licensee can request the Commission's decision and action be reviewed by the Northern Territory Civil and Administrative Tribunal (NTCAT) within 14 days of the date of this Decision Notice.



Scott Perrin  
Presiding Member  
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Perrin, Curnow and Kirkman.