

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 S
LICENSEE:	Amused Australia Pty Ltd trading as Pulsebet
HEARD BEFORE: (on papers)	Mr Alastair Shields (Presiding Member) Ms Susan Kirkman Mr Ian Curnow
DATE OF DECISION:	5 June 2026

DECISION

- For the reasons set out below, the Northern Territory Racing and Wagering Commission (Commission) is satisfied that Pulsebet was:
 - entitled to void the Complainant's wager on Race 7 of the Cannington Greyhounds on 8 May 2024, and reverse the winnings of \$4,648 that had been credited to the Complainant's wagering account; and
 - not entitled to void the subsequent wagers on the Complainant's account made between 22.57 on 8 May 2024 and 08.57 on 9 May 2024.
- The Commission has therefore determined that each of the Complainant's wagers with Pulsebet made between 22.57 on 8 May 2024 and 08.57 on 9 May 2024 are lawful bets.
- It therefore follows that Pulsebet is required to pay \$27,352 to the Complainant. This amount represents the amount of the Complainant's account balance of \$32,000, less \$4,648, which is the amount of the winnings for the wager that the Commission has determined that Pulsebet was entitled to void.

REASONS

Background

- Pulsebet is currently authorised by the Commission to conduct the business of a sports bookmaker. The sports bookmaker licence was originally granted by the former Northern Territory Racing Commission under the licensing regime contained within the now repealed *Racing and Betting Act 1983 (RBA)*. In accordance with the transitional arrangements contained within the *Racing and Wagering Act 2024 (RWA)*, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA, continues in effect on the commencement of the RWA as a licence under the RWA.

5. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to proclaim 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 Complaint

6. On 10 May 2024, the Complainant lodged a complaint with the former Commission in relation to his dealings with Pulsebet, and it had not been determined by the former Commission prior to the commencement of the RWA.
7. In accordance with the transitional arrangements contained at subsection 310(4) of the RWA, any matters under consideration by 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 RBA as if it had not been repealed.
8. In his complaint, the Complainant stated that Pulsebet cancelled a number of wagers he had placed on his account on 8 May 2024, and that as a consequence a withdrawal request of \$31,000 was cancelled and he was left with \$80 in his wagering account.

Pulsebet Response to the Complaints

9. In response to the complaint, Pulsebet has stated that it was entitled to void the wagers on the Complainant's account in accordance with its relevant terms and conditions.
10. Pulsebet stated that at 22.50 on 8 May 2024, the Complainant deposited \$100 into his account and at 22.52 and 22.54 he placed two wagers of \$10 each, reducing his account balance to \$80.
11. At 22.56.40, the Complainant then placed the remaining \$80 on the first four greyhounds to finish in order in race 7 of the Western Australian Greyhounds being run at Cannington.
12. According to Pulsebet, the official betting close time for that race was 22.55.53, and there is evidence to support a finding that the Complainant's wager was placed after the race had been run and the results known.
13. Pulsebet stated that the Complainant's \$80 wager was initially resulted as a winning wager, and at 22.57 his account was credited with \$4,648. The Complainant subsequently placed a number of further wagers between 22.57 and 08.57 the following morning, using the funds in his account. This wagering activity resulted in further winnings of \$27,352 being credited to his account, and the Complainant made a number of withdrawal requests during this period totalling \$31,000.
14. At 08.57 on 9 May 2024, and acting in reliance upon clause 9.14 of their terms and conditions (which enables the cancellation of wagers where there is an unfair advantage due to the starting times of races), Pulsebet voided the original \$80 wager on the Cannington Greyhounds, on the basis that the race had already run by the time the wager had been placed.
15. At the same time that the original wager was voided, Pulsebet also voided all of the subsequent wagers made by the Complainant, acting in reliance upon clauses 10.3, 10.8, and 11.8 of their terms and conditions, which allow for the cancellation of wagers where there is an attempt to defraud Pulsebet, or where the customer is involved in fraudulent or improper activities, or the wagering account has not been operated with integrity.

16. Pulsebet has also argued that all of the wagers placed after the initial \$80 wager are able to be voided because they are derived from the winnings paid in error from the original \$80 wager, or that the Complainant is not entitled to the winnings from his subsequent wagers because the stakes for those wagers were derived from a void wager.

Commission Findings and Consideration of the Issues

17. 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.
18. As a matter of procedural fairness to Pulsebet and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. Comments received from the parties have been considered in finalising this Decision Notice.
19. The Commission is satisfied, on the balance of probabilities, that the Complainant's \$80 wager placed on 8 May 2024 on Race 7 of the Cannington Greyhounds was placed after the race had been run and the result known. Although Pulsebet has no record of the time at which Pulsebet suspended wagering on the race, it is clear that the \$80 wager was placed at 22.56.40.
20. The Commission has been provided with evidence from Pulsebet that shows that the official starting time for the race was 22.55.33, and the Commission has viewed a recording of the race, which indicates that the race concluded approximately 30 seconds after that, with the resulting placings being quite readily apparent.
21. Clause 9.14 of Pulsebet's terms and conditions that were in effect at the time that the wager was placed provides:

"PulseBet reserves the right to cancel any bet where PulseBet considers the bet is unfairly advantaged regarding starting times of events. PulseBet will reference official starting times, which can be viewed on www.tabtouch.com.au"
22. Although clause 9.14 could be more clearly expressed, the Commission is satisfied that it applies to the initial \$80 wager placed by the Complainant, and that Pulsebet was therefore entitled to void the wager and reverse the \$4,648 that had been credited to the Complainant's account.
23. In making this finding, the Commission notes that it is not necessary for the Commission to be satisfied that the Complainant knew that the race had already been run at the time he placed the wager, and there is no evidence before the Commission to suggest that this was the case. The Commission simply needs to be satisfied that the wager was placed after the race had been run.
24. It is also necessary to consider the subsequent wagers placed by the Complainant using the funds in his account and which were also voided by Pulsebet. The Commission notes that there is no suggestion by Pulsebet that any of these wagers were placed after the relevant races or events had been run, and the argument advanced by Pulsebet is based on the fact that the subsequent wagers were placed utilising funds derived from the original \$80 wager that has been voided.
25. The terms and conditions quoted by Pulsebet in support of its decision to void all subsequent wagers are:

10.3 [Pulsebet] 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 [Pulsebet]. This includes, but is not limited to, situations where [Pulsebet] reasonably suspects an account is being used by someone other than the account holder.

10.8 We reserve the right to close Accounts and void pending bets if it is determined that a customer has been involved in fraudulent, improper, misleading, manipulative, or other unacceptable activity (whether or not unlawful).

11.8 [Pulsebet] reserves the right to close or suspend the Accounts of and void any or all bets made by any person where, in [Pulsebet]'s reasonable opinion, the Account has not been operated with integrity and/or the bet has not been placed on a good faith basis. This includes, but is not limited to, situations where an account is being used by someone other than the account holder. [Pulsebet] can, in its sole discretion, withhold any or all related funds in the Account pending the outcome of an investigation on that Account.

26. The Commission is not persuaded by any of Pulsebet's arguments that Pulsebet should be able to void the Complainant's subsequent wagers which were made by the Complainant using the funds in his account that were credited by Pulsebet and which Pulsebet were subsequently able to recover after the wager that gave rise to those winnings was voided in accordance with Pulsebet's terms and conditions.
27. In the Commission's view, each subsequent wager was a separate transaction, separate from the wager that Pulsebet was entitled to void. The Commission notes that had Pulsebet immediately voided the original wager, it is entirely possible that the Complainant could have made further deposits in order to make his subsequent wagers.
28. As noted above, no evidence has been provided to the Commission to demonstrate that the Complainant was aware that Cannington Greyhounds race 7 had been run and the results known at the time the Complainant placed his wager. The Commission notes that Pulsebet has submitted that it is open to the Commission to make an inference that the Complainant was aware that Cannington Greyhounds race 7 had been run at the time he placed his wager, however, as noted above, it is not necessary to make such an inference in order to void that wager in accordance with the relevant terms and conditions.
29. Even had the Complainant been aware of the results at the time he placed his wager, it is the Commission's view that the subsequent wagers placed using funds from his account would not be impacted. In order for Pulsebet to be entitled to void the subsequent wagers, there would need to be some evidence of impropriety on the part of the Complainant in respect of the subsequent wagers, and no such evidence has been advanced by Pulsebet.
30. This complaint highlights the importance of wagering operators such as Pulsebet promptly identifying matters such as wagers placed after an event has occurred, and speedily voiding wagers in accordance with the relevant conditions, so as to avoid situations where customers are permitted to wager incorrectly credited winnings over an extended period of time.

Conclusion

31. The Commission has determined that Pulsebet was:
 - a) entitled to void the Complainant's wager on Race 7 of the Cannington Greyhounds on 8 May 2024, and reverse the winnings of \$4,648 that had been credited to the Complainant's wagering account; and

- b) not entitled to void the subsequent wagers on the Complainant's account made between 22.57 on 8 May 2024 and 08.57 on 9 May 2024.
32. The Commission therefore determines that each of the Complainant's wagers with Pulsebet made between 22.57 on 8 May 2024 and 08.57 on 9 May 2024 are lawful bets.
33. It therefore follows that Pulsebet is required to recredit the Complainant's account with winnings of \$27,352.

NOTICE OF RIGHTS

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



Alastair Shields
Chair, Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Kirkman and Curnow