NORTHERN TERRITORY WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER: Disciplinary Action against Licensee
(pursuant to section 228 of the *Racing and Wagering Act 2024)*

LICENSEE: Amused Australia Pty Ltd (**Licensee**)

LICENCE NUMBER: SBL1043

HEARD BEFORE: Mr Alastair Shields (Presiding Member)
Ms Cindy Bravos
Mr Ian Curnow
Ms Susan Kirkman
Mr Scott Perrin

DATE OF DECISION: 16 October 2026

PART A - DECISION

Summary of Decision

1. This Decision Notice 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 Northern Territory Wagering Commission.

2. This Decision Notice addresses one of five distinct compliance matters which have arisen through the Commission's supervisory activity and self-reporting by the Licensee. The five matters were initially considered collectively, having regard to their common regulatory context and the Commission's interest in understanding the nature and extent of the compliance concerns identified across the Licensee's wagering operations.

3. Following its provisional consideration of the five matters collectively, the Commission has determined that it is appropriate to address each matter separately, having regard to the distinct factual circumstances, compliance issues and evidence relevant to each matter. The Commission considers that separate decision notices are necessary to ensure that its findings and reason for decision are appropriately confined to the conduct and circumstances under consideration in each matter, and that any regulatory response is proportionate to the nature and seriousness of any relevant compliance concerns.

4. For the avoidance of doubt, this Decision Notice determines and imposes a monetary penalty in respect of one compliance matter only, namely the conduct addressed in Part C below. It does not determine, nor does the amount payable under this Notice include, any penalty arising from the other four matters referred to in paragraphs 2 and 3. Those matters are, or will be, the subject of separate decision notices, each containing its own findings, reasons and right of review.

5. On 20 November 2025, the Commission issued preliminary findings to the Licensee and invited submissions in response. The Licensee, both through its legal representative and directly, provided detailed written submissions (**Licensee's Response**) and further evidence. The Commission has considered the Licensee's Response and all other evidence before it in determining the matter addressed in this Decision Notice.

Regulatory Outcome

6. This Decision Notice constitutes the Commission's final determination in respect of this compliance matter.

7. For the reasons set out below, the Commission has determined:

   Offering an Inducement to Open a Betting Account

   i. on or about 8 – 23 April 2025, the Licensee contravened section 204(1) of the *Racing and Wagering Act 2024* (**RWA**), due to the Licensee's contravention of clause 5.5(a) of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**Code**), through the offer and subsequent provision of inducements to a person and/or an account holder to open a betting account; and

   ii. it is appropriate to take disciplinary action against the Licensee pursuant to section 228(2)(f) of the RWA by way of imposition of a monetary penalty of 450 penalty units, totalling $83,250.

8. The finding at paragraph 7(i) that the Licensee contravened section 204(1) of the RWA, is a finding made by the Commission on the balance of probabilities, for the sole purpose of establishing the ground for the disciplinary action under section 227(1A)(c)(i) of the RWA (that the Licensee *"contravenes this Act"*). Consistent with *Australian Communications and Media Authority v Today FM (Sydney) Pty Ltd* [2015] HCA 7, a regulator may make such a finding without thereby adjudicating criminal guilt. The Commission has not determined, and does not purport to have determined, that the Licensee has committed a criminal offence, that any element of an offence has been proven to the criminal standard, or that a conviction has been or could be recorded against the Licensee on the basis of this Decision Notice. The Commission has elected disciplinary action in preference to referral for prosecution for the reasons given in paragraph 72.

9. The Licensee is required to pay the monetary penalty detailed above, being $83,250, within 28 days of the date of this Decision Notice.

PART B – THE LICENSEE

Corporate Structure

10. The Licensee is an Australian proprietary limited company wholly owned by Amused Group Pty Ltd and conducts its wagering business through ten distinct digital wagering brands.

Sports Bookmaker Licence

11. The Licensee 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* (**RBA**). In accordance with the transitional arrangements contained within the 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.

12. In compliance with the requirements of a sports bookmaker licence, the Licensee has appointed a resident of the Northern Territory as the nominated individual responsible for representing the Licensee in relation to its licensed operations.

Brands Operated

13. The Licensee conducts its sports bookmaking business through ten distinct digital brands, being Betdeluxe, BetExpress, BetJet AU, Bet Nation, BigBet AU, MightyBet, NOISY AU, PulseBet, Surge AU and YesBet.

14. The Commission has had regard to the operational complexity and potential compliance risks associated with managing multiple wagering brands.

PART C – COMPLIANCE MATTER ADDRESSED

Offering an Inducement to Open a Betting Account

Allegation/Notification

15. This matter came to the Commission's attention when an individual informed an Inspector appointed by the Director of Racing and Wagering (**Director**) that the Licensee had offered promotional incentives to individuals to open new wagering accounts.

16. Following that contact, the Director, on behalf of the Commission caused an investigation to be conducted into the conduct of the Licensee in relation to the possible commission of an offence against the RWA by the Licensee or any possible grounds for disciplinary action against the Licensee. After completing the investigation, the Director provided a report to the Commission for its consideration.

Applicable Legal Framework

17. The conduct is considered in relation to:

    i. Section 204(1) of the RWA which provides:

    A person commits an offence if:

    (a) the person intentionally engages in conduct; and

    (b) the conduct contravenes a code of practice approved by the Minister under section 13.

    ii. Clause 5.5(a) of the Code which sets out that:

    Online gambling providers must not offer any credit, voucher or reward to a person to open a betting account or to an account holder as an inducement to refer another person to open a betting account.

18. Clause 5.5(a) of the Code contains two distinct prohibitions. The first, the acquisition limb, prohibits an online gambling provider from offering any credit, voucher or reward to a person to open a betting account. The second limb, the referral limb, prohibits an online gambling provider from offering any credit, voucher or reward to an existing account holder as an inducement to refer another person to open a betting account. Both limbs are considered in this decision, and findings are made under each limb in the alternative.

19. Consistent with *Oke v Victorian Gambling and Casino Control Commission (Review and Regulation) [2025] VCAT 1074* (**Oke**), clause 5.5(a) of the Code is directed to whether, in substance, the Licensee has made an offer of a credit, voucher or reward, assessed by reference to the practical operation and effect of the conduct viewed as a whole rather than its formal characterisation, internal approval processes, or the sequencing of promotional communications and benefit payments. The provision is concerned with the existence of a unified promotional offer attributable to the Licensee and is not confined to formally approved marketing communications. Attribution may arise where the Licensee's own employees or operational systems implement or give effect to the inducement. However, clause 5.5(a) of the Code is not engaged by conduct of third parties that cannot, in substance, be attributed to the Licensee as constituting or giving effect to such an offer.

Procedural Matters

20. In November 2025, the Commission issued preliminary findings to the Licensee identifying the factual matters and provisional conclusions of the Commission then open on the evidence available at the time. Those preliminary findings were issued for the purpose of affording the Licensee procedural fairness by identifying the issues which, on the material then before the Commission, appeared capable of supporting findings under section 204 of the RWA and possible disciplinary action under section 228 of the RWA.

21. On 8 December 2025, following the issue of the preliminary findings but before the Licensee lodged its response, the Victorian Civil and Administrative Tribunal delivered its decision in *Oke*.

22. On 30 January 2026, the Licensee provided detailed submissions together with additional documentary evidence responding to the Commission's preliminary findings. Those submissions were made after the delivery of *Oke*, and the Licensee therefore had the opportunity to address that decision, to rely upon it, or distinguish it if it considered it relevant. The Commission has considered the Licensee's submissions in full, together with the additional evidence provided.

23. In reaching its final decision, the Commission has reconsidered the matter on the evidentiary record before it, including the additional material provided by the Licensee. The Commission has refined aspects of the reasoning contained in the preliminary findings to reflect both the expanded evidentiary record and the assistance provided by *Oke*. Those refinements do not represent a departure from procedural fairness or reliance on matters not put to the Licensee. Rather, they reflect the Commission's obligation to determine the matter based on all relevant material available to it at the time of its final decision. The Commission notes that this approach of giving the Licensee a genuine opportunity to respond and then explaining by reference to the Licensee's own submissions, why and how those submissions were or were not accepted in the final reasoning, mirrors the process found by the Northern Territory Civil and Administrative Tribunal (**NTCAT**) to satisfy procedural fairness in *Amused Australia Pty Ltd v Northern Territory Wagering Commission* (NTCAT, Member Grime, 7 September 2026) (***Amused***).

Evidence

24. The Commission has considered the following evidence.

<u>Instagram Post – undated</u>

25. An undated Instagram post published on a Football & Netball Club's (**the Club**) Instagram account announcing BetDeluxe as a 2025 sponsor and promoting a member-only sign-up offer. The post encouraged users to register using the code JJJJJ to access a deposit match offer of up to $300 and other unspecified promotional benefits. It further instructed that new users

would receive a text message from an account manager named Jordan with additional details. The post includes a responsible gambling message, a 'BetDeluxe' logo and a link to the Betdeluxe website.

Instagram Post – 28 March 2025

26. An Instagram post published on the Club's Instagram account on 28 March 2025, referencing Medallion Club tickets among raffle prize sponsorships. The post does not identify the Licensee by name.

Text Messages – Prior to 29 March 2025

27. Prior to 29 March 2025, Mr R, a representative of the Licensee, and Mr K, a representative of the Club, had been engaged in discussions, the content of which is not before the Commission. The final message visible between the two before the 29 March 2025 date marker is a text bubble from Mr K reading *"That'd be perfect"*, indicating that Mr K was responding to a proposal made by Mr R at some earlier point, the precise terms of which remain unknown. The Licensee has had multiple opportunities to place the full exchange before the Commission and has not done so.

Text Messages – 29 March 2025

28. On 29 March 2025, Mr R sent two text messages to Mr K as follows:

    i. *"Code on sign up JJJJJ"*

    ii. *"2 x Medallion Blues v North Good Friday Locked in"*

29. Mr K reacted to the second of the text messages by way of a heart emoji followed by a further text stating, *"Thank you!! Just confirming, it's just tickets, no dining? I'm putting it up now Thanks!"*,

30. Mr R responded *"Confirmed"*.

Text Messages – 31 March 2025

31. On 31 March 2025, Mr R sent Mr K the following text message:

> *Gday [Mr K], Welcome to BetDeluxe! I appreciate you signing up using my code, and I will now be looking after your account! To get you started, I've got a special offer for you. Get a 100% match on your next deposit up to $300. Please message me once you have deposited and I will credit your account with the bonus. I do my best to review accounts weekly along with regular automated deposit offers. If you have any questions or need a hand, feel free to reach out. Best of luck, and happy punting! [Mr R] – BetDeluxe Account Manager.*

Text Messages – 8 April to 23 April 2025

32. Text messages between Mr R and Mr K from an undetermined date prior to 8 April 2025 and continuing to 23 April 2025 evidence that:

    - on a date prior to 8 April 2025, Mr R contacted Mr K asking how the Club raffle had proceeded.

    - on 8 April 2025, Mr K contacted Mr R asking whether persons signing up with the code needed to contact Mr R or simply enter the code to receive a deposit offer. Mr R replied

that the code was for tracking sign-ups, not for a deposit offer and that he would reach out to new sign-ups directly once their accounts were active.

- on or around 10 April 2025, Mr R sent a message to Mr K stating, *"Feel free to tell your mates."*
- on 12 April 2025, Mr K sent a message to Mr R advising that he had deposited $300. Mr R replied that he was *"…getting the bonus in now"*. Mr K reacted to that message by way of a heart emoji.
- On 14 April 2025, Mr R sent a further message to Mr K stating, *"Hey mate, how did the raffle go? Am just sending the tickets to you? Can see a couple sign ups so far but not many have come through. I have the May 10th night game locked away. Anything else I need to know in the meantime?"*
- on 16 April 2025, Mr R sent what appears to be a generic promotional message relating to the launch of 'Money Back Tokens'.
- between 16 April and 23 April 2025, Mr R sent a message to Mr K stating, *"Pull the post immediately, remove our logo and affiliation from the website. I'll need to discuss with my team if we will be able to continue with this partnership."* This was followed by a further message stating, *"Call me when you wake up."*
- On 23 April 2025, Mr R sent a message to Mr K stating, "*My apologies for not getting a preview prior to you going live with the post. Can you please take a screenshot of it and tell me how many views it has gotten (then delete it permanently). Can you please also advise if you have done a post on any other public forums or open groups."*
- Mr K responded, "*I will call later. Instagram post and post to our players and past players will be deleted. I think there's been a big communication gap here, we were promoting BetDeluxe to our members to get sign ups as per what we discussed. You never said the sign up code was not to be used and I assumed this was a promotion. I'll delete and chat later."*
- Mr R responded, *"The code is not the issue. The issue is advertising a sign-up offer on the public forum of instagram. Yep, communication gap, Can you please advise how many views the post got so I can pass on to my team. Thank you. And the other posts/messages. Were they private WhatsApp groups. Or open Facebook groups?*
- Mr K responded, *"WhatsApp private group and 2 x Facebook groups (playing group and past players)".*
- Mr R responded, *"If private no issue. But please remove the details of the deposit offer. I'll flick something through later today that can be used I just need to get the tick off from my team but under 1,000 views and we have avoided a major issue. But I did notice that the code had gotten out given about 10-15 18 year old girls signing up with the code was very odd."*

33. The Commission notes that the precise dates of certain messages within this period cannot be determined from the records provided to it by the Licensee, and that the full record of messages exchanged between Mr R and Mr K during this period has not been produced by the Licensee despite having had multiple opportunities to do so.

34. The Commission also notes that following receipt of the Director's report and prior to finalising its preliminary findings, the Commission requested that an Inspector contact Mr K for the purpose of obtaining his account of the relevant events. The Commission was informed that

the attempted contact went unanswered and Mr K did not provide any response. The Commission has nonetheless been able to proceed on the basis of the documentary evidence before it, including screenshots of several of the text message exchanges between Mr R and Mr K, which constitute evidence of the communications and have been considered accordingly.

Licensee's Admissions

35. The Licensee has admitted that:

    i. it had an informal sponsorship arrangement with the Club to promote Betdeluxe;

    ii. the language used by the Club in its social media posts creates the perception of an inducement;

    iii. the 'Jordan' referred to in the post is a direct employee of the Licensee, employed in the role of 'Senior Business Development & Growth Manager' and is remunerated through a base salary plus performance-based commission;

    iv. 15 new customers opened an account with Betdeluxe using the code JJJJJ; and

    v. a further five individuals attempted to open an account with Betdeluxe using the code JJJJJ.

Monthly Activity Statements and Customer Text Messages

36. Monthly activity statements for 12 of the 15 account holders who used the code JJJJJ, and text messages between Mr R and those customers, show that:

    i. all but one of those customers who completed sign-up received personalised deposit match offers from Mr R after their accounts had been opened, and identity verification completed;

    ii. customers were instructed to message Mr R after making a deposit so that he could credit the bonus to their accounts; and

    iii. of those customers who acted on the offer, promotional bonuses were issued between 8-24 April 2025 and ranging between $25 and $300.

Licensee's Submissions

37. The Licensee submitted that it did not contravene clause 5.5(a) of the Code, as:

    i. the Club's Facebook post was published without the Licensee's approval and did not reflect the Licensee's instructions or intended messaging and that the Licensee was not aware of the post or its content until after it had been published;

    ii. the social media account was controlled by a club member who had received a deposit offer personally and later shared it publicly without prior knowledge or approval from the Licensee;

    iii. the offer made to Mr K on 31 March 2025 was a personalised sign-up offer for his own use, not an inducement to refer others to open Betdeluxe accounts;

    iv. the reference to the *"deposit match"* and the code JJJJJ was not linked to any actual deposit offer and the code was used for internal tracking only, and that Mr R expressly told Mr K on 8 April 2025, that the code was not for a deposit offer;

v. the sponsorship arrangement with the Club was informal and non-commercial in nature and the only benefit provided to the Club was Medallion Club tickets for use as a raffle prize with no financial benefit being provided to the Club based on sign-ups or deposits;

vi. use of the JJJJJ code resulted in:

i. 15 verified sign-ups (as well as five unverified attempts); and

ii. while no automatic deposit match applied, customers received personalised deposit offers directly after sign-up, tailored individually by age, profile, and prior engagement;

vii. deposit match offers were made to customers only after they had completed sign-up, in accordance with the BDM Handbook and were personalised for each customer. Such offers were not credits, vouchers or rewards offered to 'a person to open a betting account' within the meaning of clause 5.5(a) of the Code or offered by the Licensee to encourage referrals;

viii. the Club was not an agent of the Licensee and as such, its conduct cannot be attributed to the Licensee;

ix. that the Code imposes obligations on online gambling providers, not third parties; and

x. remedial action was taken promptly - the Licensee's representative contacted the club upon discovering the post on 23 April 2025, and the post was removed shortly thereafter.

38. The Licensee emphasised that while the post created the perception of an inducement, no actual offer existed, and the publication was due to an unsanctioned, overly enthusiastic post by the Club.

39. The Licensee also submitted that it is addressing risks around unauthorised communications by reviewing all community sponsorships, developing clear guidelines for clubs, requiring internal legal and compliance approval for sponsorship and events, and strengthening policies on the use of sign-up codes.

40. The Licensee further submitted that even if a contravention was established, the conduct was not intentional within the meaning of sections 204(1)(a) of the RWA.

Commission Findings

41. The Commission notes that it requested an inspector to make contact with Mr K to obtain his account of the relevant events. That contact went unanswered. The Commission has therefore proceeded on the basis of the documentary evidence before it, including screenshots of several of the text message exchanges between Mr R and Mr K. Those screenshots constitute primary evidence of several of the communications and the Commission has treated them as such in reaching its findings.

42. The Commission accepts the evidence that on or before 8 April 2025, a post on the Club's social media page, stated that:

i. Betdeluxe was joining the club as a sponsor;

ii. if a club member signed up to Betdeluxe using the code JJJJJ, they could get a deposit offer of up to $300; and

iii. after signing up to Betdeluxe using the code JJJJJ, the club member would receive a text from the account manager Jordan in a few hours with the details of the offer.

43. The Commission notes that while the Licensee submits that the relevant post was published on 23 April 2025, the first promotional bonus associated with the code JJJJJ was applied on 8 April 2025, and text messages establish that the post was being promoted to the Club members through private WhatsApp and Facebook groups prior to this date. The Commission is therefore satisfied that the promotional information was published and circulated on or before 8 April 2025.

44. The Commission notes that:

i. Betdeluxe is one of the ten wagering brands operated by the Licensee;

ii. the account manager 'Jordan' referred to explicitly in the post is Mr R, employed by the Licensee in the role of 'Senior Business Development & Growth Manager' and remunerated through a base salary plus performance-based incentives;

iii. 15 wagering accounts were opened using the code JJJJJ, while a further five unsuccessful attempts were made to open an account using the code; and

iv. 10 of the 15 account holders who used the code JJJJJ received promotional bonuses either on the same day as their first deposit into the newly opened account or shortly after, with those bonuses issued between 8 and 24 April 2025 and ranging from $25 to $300.

45. The Commission accepts the Licensee's submission that the Club's social media post was not authored, approved or published by the Licensee and that the Club was not acting as the Licensee's agent. Consistent with *Oke*, the Commission does not attribute the publication of the post itself to the Licensee merely because it referred to the Licensee's products or services.

46. However, the Commission does not accept the Licensee's submission that the absence of authorship or agency is determinative. Consistent with the reasoning in *Oke*, the inquiry under clause 5.5(a) of the Code is directed to the substance and practical operation of the conduct viewed as a whole. The relevant question is whether the Licensee, through its own conduct, made, adopted or gave operational effect to an offer of a credit, voucher or reward to induce persons to open betting accounts or to induce an existing account holder to refer others to do so.

47. The Commission therefore does not rely upon the Club's post itself as constituting the prohibited offer. Rather the post is treated as evidence of the promotional representation communicated to prospective customers. The question of contravention is determined by reference to the Licensee's own subsequent conduct. This approach distinguishes the present matter from the finding made in *Amused* concerning reliance on a third-party feed provider. There, the Licensee's breach turned on the unexplained default of an independent contractor over whose systems it had no operational control. Here, by contrast, the conduct relied upon is the Licensee's own employee's direct, personal implementation of the promotional arrangement, which is a materially different basis for attribution.

<u>The Acquisition Limb</u>

48. The Commission has considered whether the Licensee's own conduct gave operational effect to a promotional offer of a credit, voucher or reward to induce a person to open a betting account within the meaning of the acquisition limb of clause 5.5(a) of the Code.

49. In reaching its conclusions under this limb, the Commission has had regard to the following matters, which it considers in combination rather than isolation:

    i. Mr R provided the Club with the dedicated sign-up code JJJJJ in the context of the sponsorship arrangement and understood that the code would be used to promote account acquisition among the Club members;

    ii. following the use of that code by prospective customers, Mr R contacted those customers directly on behalf of the Licensee in his capacity as Senior Business Development and Growth Manager, welcomed them to Betdeluxe and communicated deposit match offers;

    iii. customers who had opened accounts using the code were instructed to notify Mr R after making their first deposit so that promotional bonuses could be manually credited to their wagering accounts; and

    iv. promotional bonuses were in fact credited to 10 of the 15 customers who opened accounts using the code, with bonuses issued between 8 and 24 April 2025 and ranging from $25 to $300.

50. Taken together, those matters demonstrate that the promotional representation communicated through the Club's post was not merely repeated by an independent third party but was subsequently implemented and operationalised by the Licensee through its own employees and systems.

51. The Commission has carefully considered the Licensee's submission that the deposit match offers were communicated only after customers had completed the account opening process and therefore could not constitute an inducement to open a betting account. The Commission does not accept that submission. While the individual communications occurred after account creation, the evidence establishes that those communications formed part of a single promotional arrangement directed towards acquiring new customers through the use of the JJJJJ code. The subsequent provision of the promised promotional benefits completed and gave practical effect to the promotional representation that had induced those customers to open their accounts. To characterise the offer solely by reference to the timing of the final communication would elevate form over substance and would be inconsistent with the approach adopted in *Oke*.

52. The Commission has also considered the Licensee's submission that the sign-up code existed solely for internal tracking purposes. The Commission accepts that the code served an internal tracking function. However, that function is not inconsistent with the evidence demonstrating that the code also operated as the mechanism by which customers became participants in the promotional arrangement and by which the Licensee identified those customers for the subsequent provision of promotional benefits.

53. The Commission further accepts that the Licensee took steps to have the Club's post removed. Those steps are relevant to the Commission's assessment of the Licensee's subsequent conduct and are taken into account. However, they do not negate the fact that, before those steps were taken, the promotional representation had already been implemented through the Licensee's own conduct and promotional benefits had already been provided to customers who had opened accounts using the code.

54. The Commission is therefore satisfied, under the acquisition limb of clause 5.5(a) of the Code, that the Licensee's own conduct gave operational effect to a promotional offer of a reward to induce persons to open betting accounts with Betdeluxe. The Commission is satisfied that on or about 8 April to 23 April 2025, the Licensee intentionally engaged in conduct which

contravened the acquisition limb of clause 5.5(a) of the Code and thereby contravened section 204(1) of the RWA.

The Referral Limb

55. In the alternative, and independently of the acquisition limb findings set out above, the Commission is satisfied that the conduct of Mr R on behalf of the Licensee contravened the referral limb of clause 5.5(a) of the Code, which prohibits an online gambling provider from offering a credit, voucher or reward to an existing account holder as an inducement to refer another person to open a betting account. This finding is intended to be independently sustained regardless of whether the acquisition limb finding is upheld on any review. This alternative-grounds structure mirrors the approach to alternative disciplinary grounds (section 227(1A)(c)(i) and (e) of the RWA) considered and left undisturbed in *Amused*.

56. By 14 April 2025, Mr K held an active wagering account with Betdeluxe, having opened that account using the code JJJJJ and having received a promotional bonus credited to that account on 12 April 2025. Mr K was therefore an existing account holder of the Licensee at the time the conduct the subject of this finding occurred.

57. On 14 April 2025, Mr R sent Mr K the following message, *"Hey mate, how did the raffle go? Am just sending the tickets to you? Can see a couple sign ups so far but not many have come through. I have the May 10th night game locked away. Anything else I need to know in the meantime?"*

58. That message, read in the context of the established arrangement as a whole, performed three distinct functions. First, it reported to Mr K on the number of sign-ups generated through the Club's arrangement, indicating that Mr R was actively monitoring acquisition activity attributable to the arrangement and treating Mr K as accountable for its performance. Second, it confirmed that Medallion Club tickets, a tangible benefit provided to the Club, were being held in reserve and would be progressively released, with that confirmation delivered in the same message as the sign-up count. Third, it solicited further activity from Mr K in connection with the arrangement by inviting him to advise whether anything further was required.

59. The Commission is satisfied that the 14 April 2025 message, read in the context of the established arrangement as a whole, constituted an offer of a reward, being Medallion Club tickets provided to the Club of which Mr K was a representative and beneficiary, to Mr K as an existing account holder, as an inducement to refer further persons to open betting accounts with Betdeluxe.

60. The Commission does not accept that the indirect nature of the benefit provided to the Club as an entity rather than credited directly to Mr K's personal wagering account, takes the conduct outside the referral limb. The provision is directed to the substance of the inducement rather than its precise mechanism of delivery. Where a benefit is provided to an entity closely associated with the account holder, in circumstances where the account holder controls or facilitates the referral activity and derives an associative benefit from the arrangement, the referral limb is engaged. To confine the prohibition to benefits paid directly to an individual account holder's personal account would elevate form over substance in a manner inconsistent with the protective purpose of the Code.

61. The Commission further notes that the message sent by Mr R to Mr K on or around 10 April 2025, *"Feel free to tell your mates"* is consistent with and reinforces this finding. That message, sent by a Licensee employee to an existing account holder is properly characterised as active encouragement to solicit further account openings from the account holder's personal network.

62. Accordingly, the Commission finds, in the alternative, that between 10 April and 14 April 2025, the Licensee contravened the referral limb of clause 5.5(a) of the Code and thereby contravened section 204(1) of the RWA.

Additional Observation - Demographic Profile of Sign-Ups

63. In his communications with Mr K on 23 April 2025, Mr R observed that approximately 10 to 15 eighteen year old girls had signed up using the code JJJJJ, describing the pattern as *"very odd"*.

64. The Commission notes that observation, specifically that individuals at the lower end of the legal wagering age were among those that responded to the promotional arrangement, in a manner that was unexpected even to the Licensee's own employee. That is a matter of concern in the context of the Licensee's responsible gambling obligations.

65. The Commission makes no separate finding of contravention on this evidence. However, it regards the demographic profile of those who responded to the promotional arrangement as relevant to the overall assessment of the conduct. Consistent with the caution urged by *Amused* at [33] and [43] against relying on unsubstantiated assertions to support findings of fact, the Commission emphasises that this observation is treated as contextual and relevant to assessment only, and is not treated as a proven or additional contravention.

Intention

66. The Commission has considered the Licensee's submission that the conduct was not intentional within the meaning of section 204(1)(a) of the RWA. The Commission does not accept that submission.

67. Section 204(1)(a) of the RWA requires intentional engagement in the relevant conduct. It does not require an intention to contravene the law, nor does it require that the Licensee appreciated that its conduct constituted a contravention of the Code at the time it occurred.

68. The deliberative nature of the conduct is established by reference to the following matters. Mr R:

    i. made a conscious decision to provide the Club with the sign-up code JJJJJ in the context of the sponsorship arrangement;

    ii. subsequently contacted customers who had used that code and communicated deposit match offers to them in his capacity as a Licensee employee;

    iii. manually credited promotional bonuses to those customers' accounts following their first deposits;

    iv. monitored sign-up activity attributable to the arrangement and reported outcomes to Mr K;

    v. confirmed the progressive release of Medallion Club tickets to the Club in connection with that activity; and

    vi. actively encouraged Mr K to solicit further sign-ups from his personal network.

    Each of these acts was deliberate and undertaken on behalf of the Licensee in the course of Mr R's employment.

69. The Licensee's subsequent steps to have the Club's post removed and Mr R's expression of concern about the public nature of the post do not negate the intentional character of the conduct that had already occurred. Those steps indicate an awareness of regulatory exposure following public disclosure but do not alter the deliberate nature of the underlying conduct. The requisite intention under section 204(1)(a) of the RWA is therefore established in respect of both the acquisition limb and referral limb findings.

Conclusion

70. Having considered all of the evidence and submissions before it, and having regard to the persuasive reasoning in *Oke*, the Commission is satisfied that:

    i. under the acquisition clause of 5.5(a) of the Code, the Licensee's own conduct gave operational effect to a promotional offer of a reward to induce persons to open betting accounts with Betdeluxe, such that on or about 8 April to 23 April 2025, the Licensee's conduct fell within the terms of section 204(1) of the RWA (on the basis, and to the standard explained at paragraph 8); and

    ii. in the alternative, under the referral limb of clause 5.5(a) of the Code, the Licensee, through Mr R, offered a reward to Mr K, an existing account holder, as an inducement to refer persons to open betting accounts with Betdeluxe, such that on or about 10 April to 14 April 2025, the Licensee's conduct fell within the terms of section 204(1) of the RWA (on the same basis).

71. Both findings are made on the evidentiary record before the Commission, on the balance of probabilities and for the purposes explained at paragraph 8, and each is intended to stand independently. The Commission proceeds to consider the question of disciplinary action on the basis that a contravention of section 204(1) of the RWA has been established under one or both limbs of clause 5.5(a) of the Code.

Determination and Penalty

72. While prosecution action for an offence against section 204(1) of the RWA is available to the Commission, in this instance it has elected not to do so, on the basis that prosecution is typically reserved for only the most serious offences and that the evidence supports a proportionate civil disciplinary response. The Commission is satisfied that grounds exist to take disciplinary action against the Licensee pursuant to section 227(1A)(c)(i) of the RWA due to the Licensee's conduct falling within the terms of section 204(1) of the RWA arising from the Licensee's contravention of clause 5.5(a) of the Code as found above.

73. The Commission may impose a range of disciplinary action including suspension or cancellation of a licence, amendment of licence conditions, disqualification from holding a licence, issuance of formal warnings, reprimands or cautions, or directions to change business practices, or the imposition of monetary penalties. Such actions may also be subject to specific conditions. The amount of any monetary penalty imposed must not exceed 1,000 penalty units.

74. In determining the appropriate disciplinary action, the Commission has had regard to the nature and circumstances of the contravention as found, including that findings have been made under both the acquisition limb and the referral limb of clause 5.5(a) of the Code in the alternative. The penalty imposed reflects the totality of the Licensee's conduct as established on the evidentiary record, rather than being assessed separately under each limb.

75. The Commission has carefully considered the Licensee's submissions on penalty, including its contentions that the proposed disciplinary action set out within the Commission's preliminary findings is disproportionate, the Commission gave undue weight to purported aggravating

factors not supported by the evidence and that insufficient weight was given to relevant mitigating factors. Those submissions are addressed below.

Aggravating Factors. – Licensee Submissions

76. The Licensee submits that the aggravating factors identified in the preliminary findings are either unsupported by the evidence or have been given disproportionate weight. Specifically, the Licensee contends that:

    i. it is not correct to say the reference in the post to the Licensee's employee Jordan, with bonuses subsequently applied, indicates that the inducement was facilitated by Licensee employees;

    ii. the finding that Mr R had an incentive to act on the post misstates the relationship between the Club's post and Mr R's subsequent conduct, and the sequence and timing of relevant communications;

    iii. the contravention did not only come to light through a notification to the Commission, rather a member of the Licensee's marketing team brought the post to Mr R's attention, and he promptly took steps to have it removed; and

    iv. it is not correct to say that a failure of internal controls allowed a prohibited inducement to be communicated and implemented, because no prohibited inducement was communicated or implemented by the Licensee, and the post was an isolated act of a third party taken without the Licensee's knowledge or authorisation and contrary to the instructions Mr R had provided.

77. The Commission has considered those submissions but does not accept them for the reasons that follow.

78. As to the submission that Mr R's involvement as the employee referenced in the post should not be treated as an aggravating factor, the Commission's finding is not that the post itself constitutes the contravention. As set out in the findings above, the contravention arises from Mr R's own conduct in implementing and giving effect to the promotional arrangement through the provision of the sign-up code, the direct communication of deposit match offers to new account holders, the manual crediting of bonuses, the monitoring of sign-up activity, the progressive release of ticket benefits and the solicitation of further referrals. That conduct is properly characterised as having been facilitated by a Licensee employee and that characterisation is supported by the evidence.

79. As to the submission that the finding of an incentive to act on the post misstates the relevant sequence of events, the Commission's concern is that Mr R is a senior employee remunerated in part through performance-based incentives linked to account acquisition. That remuneration structure created an objective incentive for Mr R to generate new account sign-ups, and the Licensee's internal controls did not identify or address the risk that such incentives might lead to conduct inconsistent with the Code. That remains a matter of aggravation regardless of the precise sequence of communications between Mr R and Mr K.

80. As to the submission that the contravention came to light through internal detection rather than external notification, the Commission notes that the evidence on this point is not unambiguous. The text message exchange between Mr R and Mr K on 23 April 2025 indicates that Mr R became aware of the public Instagram post on the morning of 23 April 2025 following notification from a member of the Licensee's marketing team the previous evening. The Commission accepts that internal notification preceded formal regulatory contact in respect of the Instagram post specifically. However, the conduct subject of the contravention, being the

promotional arrangement, the crediting of bonuses, the monitoring of sign-ups and the referral solicitation, had been occurring since early April 2025 and was not identified or escalated through any internal Licensee compliance mechanism during that period. The absence of any internal compliance detection of the underlying conduct during the period it was occurring remains a relevant consideration, notwithstanding the internal notification concerning the Instagram post.

81. As to the submission that there was no failure of internal controls because no prohibited inducement was communicated or implemented by the Licensee, the Commission does not accept this characterisation of the conduct for the reasons set out in the findings above. The contravention arose from conduct implemented through the Licensee's own employees and systems. The absence of internal controls capable of identifying and preventing conduct is properly treated as an aggravating factor.

Aggravating Factors - Findings

82. Having considered the Licensee's submissions, the Commission identifies the following aggravating factors:

    i. the contravention involved a sustained course of conduct by Mr R on behalf of the Licensee over a period of several weeks, encompassing the provision of the sign-up code, the communication of deposit match offers, the manual crediting of bonuses, the monitoring of sign-up numbers, the progressive release of ticket benefits and the active solicitation of further referrals from an existing account holder. That course of conduct reflects a degree of deliberateness and continuity that is properly treated as aggravating;

    ii. Mr R holds a senior role within the Licensee's organisation and is remunerated in part through performance-based incentives linked to account acquisition. The Licensee's remuneration structure created an objective incentive for conduct of this kind and the Licensee's internal framework did not adequately address that risk;

    iii. the underlying promotional conduct was not detected by any internal compliance mechanism during the period it was occurring. The Licensee's compliance systems were not sufficiently robust to identify conduct by a senior employee that, on the Commission's findings, was inconsistent with the Code over an extended period;

    iv. Mr R's observation in his communications with Mr K on 23 April 2025 that approximately 10 to 15 eighteen year old girls had signed up using the code, which he described as "*very odd*", indicating that the promotional arrangement reached individuals at the lower end of the legal wagering age in a manner unexpected to even the Licensee's own representative (again noted here as context, not as a separate finding of contravention); and

    v. when Mr R became aware of the public visibility of the Club's Instagram post, his communications with Mr K reflected a primary concern with the number of views the post had received and the prospect of regulatory exposure, rather than with the nature of the underlying promotional arrangement. His statement that under 1,000 views meant a major issue had been voided is inconsistent with the proposition that the Licensee's employees understood or were alert to the requirements of the Code in this area.

Mitigating Factors – License Submissions

83. The Licensee submits that the Commission failed to take into account or gave inadequate weight to a number of mitigating factors. Those factors are addressed in turn.

84. The Licensee submits that the conduct concerned communications by one representative of one informal partner, viewed by a relatively limited number of people and that Mr R had engaged in similar informal partnership discussions with multiple other football clubs none of which published inducement-related content. The Commission accepts that the conduct was confined to a single sponsorship arrangement and that the broader pattern of similar arrangements did not give rise to equivalent contraventions. That is relevant to the assessment of the systemic nature of the conduct and is taken into account.

85. The Licensee submits that none of the 15 customers who opened accounts using the code suffered any loss or harm. The Commission accepts that submission. The customers who received promotional bonuses received a benefit rather than suffering a detriment. The absence of financial harm is a relevant mitigating consideration, although it does not diminish the regulatory significance of the contravention, which is directed to the integrity of the prohibition on inducements rather than to individual consumer outcomes.

86. The Licensee submits that it has at all times cooperated with inspectors appointed by the Director, and the Commission, providing prompt and thorough responses to information requests. The Commission accepts that the Licensee engaged constructively with the investigation and provided detailed submissions and additional documentary evidence in response to the preliminary findings. That cooperation is taken into account as a mitigating factor.

87. The Licensee submits that the contravention came to light through internal notification rather than external regulatory contact in respect of the Instagram post. As noted above, the Commission accepts that a member of the Licensee's marketing team notified Mr R of the Instagram post before regulatory contact was made in respect of the post. That is taken into account, though it does not alter the position that the underlying conduct was not detected through internal compliance processes during the period it was occurring.

88. The Licensee submits that it has implemented a range of remedial measures, including reviewing all existing community sponsorships, formalising an internal review process for community events and sponsorships requiring mandatory legal and compliance approval and enhancing internal policies governing the use of sign-up codes including amendments to the BDM handbook. The Commission accepts those measures as genuine and substantive.

Mitigating Factors - Findings

89. Having considered the Licensee's submissions, the Commission identifies the following mitigating factors:

    i. the contravention was confined to a single sponsorship arrangement involving one employee and one community partner. The broader pattern of similar informal arrangements did not give rise to equivalent conduct, which is relevant to the assessment of systemic risk;

    ii. the number of accounts directly affected was limited with 15 customers completing sign-up using the code and ten receiving promotional bonuses, noting that a further five individuals failed the sign-up procedure. The scale of the contravention, while not determinative is relevant to proportionality;

iii. no customer suffered any financial loss as a result of the conduct - those who received promotional bonuses received a financial benefit;

iv. the Licensee cooperated with the investigation and engaged constructively with the regulatory process throughout;

v. steps were taken to have the Club's post removed promptly once it came to the attention of the Licensee's marketing team; and

vi. the Licensee has since implemented remedial measures designed to address the compliance failures identified in this matter.

Deterrence – Licensee Submissions

90. The Licensee submits that the very narrow scope of conduct, combined with the measures already taken, substantially removes the need for specific deterrence, and that this matter is not an appropriate vehicle for general deterrence given the highly specific circumstances involving a deliberate action by a third party contrary to the Licensee's instructions.

91. The Commission does not accept those submissions. As to specific deterrence, while the Commission gives genuine weight to the remedial measures implemented by the Licensee, the question of specific deterrence is not resolved solely by reference to post-contravention compliance steps. A monetary penalty serves to reinforce the importance of proactive compliance and to ensure that the consequences of conduct of this kind are understood at an organisational level. The remedial steps taken reduce but do not eliminate the need for specific deterrence.

92. As to general deterrence, the Commission does not accept the submission that the circumstances of this matter are too specific to carry broader deterrent value. The contravention arose from a combination of factors that are not unique to this Licensee - informal community sponsorship arrangements; performance-based remuneration for business development staff; the use of sign-up codes in a promotional context and the absence of compliance oversight of those arrangements. Those features are capable of replication across the online wagering industry as a whole and a penalty reflects the seriousness of the conduct and communicates to other licensees, the importance of adequate internal controls in this area.

Assessment

93. The Commission has weighed the aggravating and mitigating factors identified above. The contravention involved a sustained course of deliberate conduct by a senior employee over several weeks, implemented through the Licensee's own systems and not detected by any internal compliance mechanism during that period. Those features are serious. At the same time, the contravention was confined to a single arrangement, the number of affected customers was limited, no financial harm resulted, the Licensee cooperated fully with the investigation and substantive remedial steps have been taken.

94. The Commission does not consider that a formal warning, reprimand or caution would be a sufficient or proportionate disciplinary response in the circumstances. Such measures would not adequately reflect the nature and duration of the conduct or achieve the key objectives of both general and specific deterrence.

95. Ultimately, disciplinary action in the form of a monetary penalty is warranted for the following reasons:

i. General deterrence – A fine is necessary to communicate to the broader online wagering industry licensed in the Northern Territory of the consequences of failing to maintain adequate internal controls and to uphold the integrity of the regulatory framework; and

ii. Specific deterrence – A fine is required to ensure that the Licensee is deterred from repeating similar conduct, reinforcing the importance of robust monitoring, risk management systems and proactive compliance.

Disciplinary Action

96. The Commission's preliminary findings proposed a monetary penalty of 450 penalty units. The Commission has reconsidered that proposed penalty having regard to the Licensee's submissions and all matters raised in response to the preliminary findings. Having undertaken that reconsideration, the Commission is not persuaded that the matters raised by the Licensee warrant departing from the proposed penalty.

97. In determining the appropriate penalty, the Commission has had regard to the nature and circumstances of the contravention, the Licensee's submissions and the objectives of general and specific deterrence. The Commission has also considered the seriousness of the breach, the fault element, the consumer harm arising from the conduct, the aggravating and mitigating circumstances, and the matters relevant to the totality of the conduct.

98. The Commission finds that the conduct involved a sustained, employee-facilitated inducement scheme operating over several weeks, without detection by the Licensee's internal compliance controls. Its persistence and the involvement of a senior employee place it materially above an administrative or technical compliance failure.

99. The Commission is satisfied that the conduct was undertaken knowingly. Mr R understood the substance of the arrangement, including that customers using the sign-up code would receive individual deposit-match offers, and continued the arrangement despite its nature.

100. The Commission considers that consumer harm occurred, although at a low level. The inducement resulted in new customers signing up who may not otherwise have done so but for the incentive. The promotion also reached persons at the lower end of the legal wagering age. These matters constitute harm arising from the prohibited inducement, notwithstanding that no customers suffered financial loss and the number of affected accounts was limited.

101. Having considered the nature and circumstances of the contravention, the Licensee's submissions on penalty, the aggravating and mitigating factors identified above and the objectives of general and specific deterrence, the Commission has determined that pursuant to section 228(2)(f) of the RWA, a proportionate and balanced disciplinary response is to impose a monetary penalty of 450 penalty units, totalling $83,250 (based on the 2024-25 penalty value of $185).

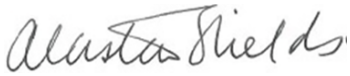
102. This penalty appropriately reflects the serious and knowing character of the breach, the consumer harm that occurred, the aggravating and mitigating circumstances and the objectives of general and specific deterrence.

PART D - NOTICE OF RIGHTS

103. Section 239(1)(h) of the RWA sets out that the Northern Territory Civil and Administrative Tribunal (**NTCAT**) has jurisdiction to review any disciplinary action taken by the Commission under section 228 of the RWA.

104. Section 239(4) of the RWA sets out that an application to the NTCAT for review must be made within 14 days after the day the person making the application received the decision notice or was subject to the action that is the subject of the review.

105. The person who may apply to NTCAT for a review of the Commission's decision is the Licensee.



Alastair Shields
Chair
Northern Territory Wagering Commission

On behalf of Commissioners Shields, Bravos, Curnow, Kirkman and Perrin