NORTHERN TERRITORY RACING COMMISSION
Reasons for Decision

Complainant:	Mr S
Bookmaker:	Sportsbet
Proceedings:	Pursuant to Section 85(2) of the *Racing and Betting Act* – Referral of dispute to Racing Commission for determination
Heard Before: (on papers)	Alastair Shields (Presiding Member) Amy Corcoran Allan McGill
Date of Decision:	23 April 2020

Background

1. On 24 January 2019, pursuant to section 85(2) of the *Racing and Betting Act* (**the Act**), the Complainant lodged a gambling dispute against Sportsbet stating that that his winning wager on an Australian Open tennis promotion was not paid out and the bookmaker had misleading advertising on their website.

2. The promotion in question was called the Sportsbet's Australian Open "4 Games Up You Win" promotion in which if a player leads by 4 games in any set that bet is paid as a winning bet (**the Promotion**). With the Promotion in mind, the Complainant submits he placed a three (3) way pre-match multibet on 21 January 2019 with a stake of $10,000 at odds of $3.76 on the following women's single matches:

   M. Keys v E. Svitolina - ***M. Keys to win***

   N. Osaka v A. Sevastova **-** ***N. Osaka to win***

   S. Halep v S. Williams – ***S. Williams to win***

3. The Complainant advised that all of the matches were at different times so he did a multibet to ensure that he did not miss the start times while being at work.

4. The Complainant submits that on believing that he had won the first match due to M. Keys winning the 2nd set 6-1 (ie, 4 games up), he then saw that N. Osaka was down a set, in the second match, and decided to hedge his bets with another $10,000.00 wager. The Complainant then noticed that his multibet had been settled as a loss and contacted Sportsbet immediately by phone and was advised that the Promotion was not available on multibets. Although the staff member he spoke to asked her supervisor to look into the matter, he was later advised that nothing could be done.

5. The Promotion's banner advertisement provided by Sportsbet states that "in any set, if your player leads by 4 games, we'll pay you out straight away". Underneath that text the following appears:

   "**Rounds 1-4 only. First $500 staked. Conditions apply.*"

6. The Complainant forwarded through a screenshot of a different advertisement of the same Promotion which he received and submits that the small print referencing that terms and conditions apply on that advertisement could not be read. Accordingly, the Complainant submits that Sportsbet should 'do the right thing' and pay out his winning multibet in the amount of $37,600.

7. Sportsbet, in response, submits it regularly runs a variety of promotions on different events and each of these promotions has an individual set of terms and conditions attached to it. The Promotion was run through the first four (4) rounds of the Australian Open and Sportsbet submits it was advertised appropriately and it had referenced that terms and conditions did apply. Sportsbet submits the terms and conditions are easily available to clients and can be found by clicking on the Promotion's advertisement banner as well as within their usual terms and conditions for the duration of the Promotion. The terms and conditions for the Promotion were:

   "1. Applies to all Mens and Ladies Singles matches from Rounds 1-4 during the 2019 Australian Open tennis.

   2. Applies to pre-match singles in the Match Betting market only up to a $500 stake. Only the first player bet on in each match will be eligible for the offer. Multiple bets on the same player are eligible up to a combined total of $500 staked.

   3. Your bet will be paid out in full up to a $500 stake if your player takes a 4 game lead at any stage during a set regardless of the final result.

   4. This Offer excludes SA & WA residents

   5. Live betting, Cashed Out bets, Bonus Bets, Multibets, Megabets, Exotics and Telephone bets are excluded from the offer.

   6. All winning bets will be credited into your account within 30 minutes of your selection going 4 games up.

   7. This offer is only available to you if you comply with Sportsbet's General Rules."

8. Sportsbet also noted in response to the Complainant's advice that he placed the bets as a multibet so he didn't miss the start time is not relevant as he could have placed the same bets as singles at any point prior, noting that placing the bets as a multibet increases the return significantly.

9. Based on the information gathered from both parties by the Commission's betting inspector and provided to the Commission, the Commission determined there was sufficient information before it, to consider the gambling dispute on the papers.

Consideration of the Issues

10. Section 85 of the Act provides the Commission with the jurisdiction to determine all disputes between a sports bookmaker and its customers regarding lawful betting. In this respect, section 85 sets out the decision making regime for the making of a determination by the Commission as to whether the disputed bet is lawful and provides that a person may take legal proceedings to recover monies payable on a winning lawful bet or for the recovery of monies owed by a bettor on account of a lawful bet made and accepted.

11. The clear purpose of section 85 is to authorise the Commission following an investigation, to determine whether or not the impugned bet or bets were lawful. The

Commission's jurisdiction does not extend to other issues such as whether a remedy is available to any of the parties that would see them entitled to avoid the obligation being pursued such as a claim that a sports bookmaker engaged in false or misleading conduct. Accordingly, the Complainant's concerns surrounding misleading advertising cannot be considered by this Commission.

12. It is a requirement of each Sports Bookmaker's licence that they promulgate a detailed set of terms and conditions for wagering which both parties are bound by when an account is opened and each time a wager is struck. By opening an account with a bookmaker, the client is accepting the bookmaker's terms and conditions as particularised on their website.

13. In this instance, Sportsbet's terms and conditions included the following:

> "1.2.3. By opening an Account, you are deemed to have read and accepted these Rules and Sportsbet's Privacy Policy. You can view our Privacy Policy on our website … and any Sportsbet mobile phone or tablet applications that are owned and/or operated by us ('Website') …
>
> 1.2.4. Sportsbet reserves the right to change, amend or add to these Rules and the Privacy Policy at our discretion, and will publish such changes on our Website. You agree that any changes, amendments or additions published on our Website will be taken to be effective immediately. It is the Member's responsibility to ensure that they are aware of the current Rules and Privacy Policy."

14. Sportsbet's terms and conditions clearly state they can change, amend or add to the Rules at any time and it is the client's responsibility to ensure they are aware of them. The Promotion's additional terms and conditions set out in paragraph 7 above were published on the website and were also added to their general terms or conditions (or Rules) during the Promotion. Condition 5 of the Promotion's terms and conditions clearly state that multibets are excluded from the Promotion.

15. Although the Complainant states he could not read the small print on the Promotion's advertisement referring to terms and conditions applying, he does indicate in a second telephone call with Sportsbet that he understands that promotions usually have terms and conditions attached to them however "normally when there's promotions its just pre-match betting, that's it… there's never multis are excluded for the same bet." It appears that the Complainant assumed what terms and conditions would have applied to the Promotion rather than checking what terms and conditions did apply.

16. On review of both the advertisement provided by Sportsbet and the one provided by the Complainant, the Commission is satisfied that a reference to terms and conditions applying to the Promotion were incorporated into those advertisements, albeit that the print on the advertisement received by the Complainant was certainly "small print". It was the Complainant's responsibility to understand the terms and conditions of the Promotion prior to placing a wager.

17. It is noted by the Commission that the Complainant also forwarded to the Commission a screen shot of a video advertising the same promotion for the 2020 Australian Open in an attempt to establish that there was no reference to terms and conditions applying to the promotion. This screenshot of the advertisement is not relevant to this dispute given the dispute relates to last year's Australian Open and the Complainant had already acknowledged he had seen small print on the

Promotion's advertisement notwithstanding his claim that he couldn't see prior to placing his multibet.

Decision

18. In accordance with section 85(1A) of the Act, on the basis of the information provided and for the reasons set out above, the Commission declares that the Complainant's bets the subject of this dispute were lawful bets but not winning bets. Accordingly, the Commission is of the view that no monies are owing to the Complainant in respect to these lawful bets.

Review of Decision

19. Section 85(6) of the Act provides that a determination by the commission of a dispute referred to under subsection (1) shall be final and conclusive as to the matter in dispute.

Alastair Shields
Chairperson

23 April 2020