

NORTHERN TERRITORY RACING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER:	Gambling Dispute for determination by the Northern Territory Racing Commission (pursuant to section 85(2) of the <i>Racing and Betting Act 1983</i>)
COMPLAINANT:	Mr A
LICENSEE:	PointsBet Australia Pty Ltd
HEARD BEFORE: (on papers)	Mr Alastair Shields Ms Cindy Bravos Ms Amy Corcoran
DATE OF DECISION:	24 October 2023

DECISION

1. For the reasons set out below, the Northern Territory Racing Commission (**the Commission**) has determined that:
 - a. PointsBet has acted in compliance with the *Racing and Betting Act 1983* (**the Act**) and its sports bookmaker licence conditions; and
 - b. given this, the Commission has determined that the bet struck subject of this decision notice is a lawful bet pursuant to section 85(1A) of the Act and that while it was unfortunate that the bet was accepted after the result was known, the Commission considers that it is not unreasonable that PointsBet invoked its error rule and voided the bet.

REASONS

Background

2. The Commission has granted a licence to PointsBet Australia Pty Ltd (**PointsBet**) to conduct the business of a sports bookmaker pursuant to section 90 of the Act. The current licence is due to expire on 1 February 2027.

The Complaint

3. On 14 February 2021, the Complainant lodged a betting dispute with the Commission in relation to PointsBet voiding a winning bet which was struck by the Complainant by making an in-play bet, which was referred to the traders and subsequently accepted by PointsBet. Although the bet was initially paid as a winning bet at the completion of the match, it was subsequently voided by PointsBet, reversing the payout and returning the stake, when it realised the bet was struck after the result was known because it was receiving a latent feed from its third-party price provider.
4. The bet at the centre of the dispute is \$6,200.00 @ \$4.80 on +5.5 goals in the Spanish Soccer League, La Liga 2. The value in the dispute is the winning payout of \$29,760.00, minus the stake of \$6,200.00.

Consideration of the Issues

5. Pursuant to section 85(4) of the Act, the Commission determined to hear the dispute and make its determinations in absence of the parties, based on the written material before it.

Known result

6. It is a requirement of each sports bookmaker's licence that they promulgate a detailed set of terms and conditions (or rules) 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 (or rules) as particularised on their website.
7. Sports bookmakers, like most organisations, are susceptible to human error or technical glitches. Errors can occur due to manual input mistakes or technical glitches when setting or updating odds for a market. These errors can result in significantly mispriced odds, creating an unfair advantage for the sports bookmaker's customers and potentially significant unintended losses for the sports bookmaker. Given this, most online sports bookmakers will include pricing error limiting clauses in their terms and conditions, which are agreed to by a customer when they open a betting account with the sports bookmaker. These clauses allow the sports bookmaker to void bets placed on mispriced odds or otherwise in error. By including such clauses in their terms and conditions, online sports bookmakers are transparent about their rights to rectify errors.
8. At the time of the bet the subject of this dispute, Pointsbet had the following rules in place:

Rules

3.9 ERRORS

1. PointsBet makes every effort to ensure that no errors are made in prices offered on the PointsBet website or bets accepted on an Account. However, we reserve the right to correct any obvious errors and to void any bets where such has occurred. Should this occur, PointsBet will endeavour to contact the Member by email or telephone.
2. *If the Website erroneously allows a Member to place a bet after a sports or racing event has commenced or been completed, the Member agrees that PointsBet may retrospectively void the bet and demand repayment where any winnings from the void bet have been withdrawn from the Member's Account.* In such an instance, a Member agrees that PointsBet is entitled to issue the Member with an invoice in respect of the amount of the winnings paid in error, and that the invoice shall be evidence that the amount is immediately due and payable. PointsBet may request documents from a Member to assist in investigating such errors.
3. If a Member has been paid winnings in error, the Member agrees that PointsBet will notify the Member about the winnings paid in error. When the error is rectified and results in a Members available balance being negative (due to Member re-investing or withdrawing winnings paid in error), the amount required to return the available balance to zero is immediately due and payable, subject to Rule 3.9.4 below.

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3.10 PLACEMENT AND ACCEPTING OF BETS VIA TELEPHONE (INCLUDING IN-PLAY)

7. Any live betting offered by PointsBet will be displayed on the Website and you can call our live betting service to place a live bet on any markets offered. All live betting markets are subject to their respective pre-match rules. While reasonable effort is made to ensure the accuracy of live scores and the status of games displayed on our Website in connection with live betting, we accept no liability for the incorrect display of this information.
9. When a complaint is received by the Commission that relates to error, the Commission will look to establish the reason for the claimed mistake and request evidence from the online

sports bookmaker to support their claim. The Commission then considers whether the error rule has been implemented reasonably and fairly.

The Bet

10. The game in the Spanish Soccer League, La Liga 2, which the bet is in dispute was Mirandes v Girona, on 14 February 2021, starting at 02:45 central standard time (CST).
11. The following table sets out the timings of each event relevant to this dispute based on the evidence before the Commission:

Time (CST)	Event	Comment
02:45	Game started	First half 45 minutes, plus 2 minutes injury time
03:32	Half Time	Maximum allowed time is 15 minutes
03:47	Start of second half	Second half 45 minutes, plus 6 minutes injury time
04:36	Sixth goal scored	90 + 4 minutes
04:37	Bet struck	In-Play bet struck over phone on 5.5+ goals and confirmed by traders
04:38	Game finished	
04:41	Bet settlement	Bet paid \$29,760.00
05:39	Bet resettlement	Bet cancelled, \$6,200.00 returned to complainant.

12. After the bet was settled, PointsBet became concerned about the price feed from their third-party provider being latent when the Complainant attempted to place a bet on a different match. The Complainant attempted to place \$3,200.00 on +2.5 goals in the match, Apollon Smyrnis v Atromitos Athens at \$4.80. The bet was intercepted by the traders and a review of other sites showed the score was already 2-1. PointsBet rejected the bet and began an investigation into whether their feed was latent.
13. PointsBet operates in 7 different jurisdictions, each receiving a different price feed from their third-party soccer provider. Therefore, if an issue arises in one jurisdiction, such as a latent feed, it does not replicate in other jurisdictions. The relevance of this is that PointsBet was able to provide audit logs from another jurisdiction which showed that market being suspended as a result of a goal, at 4:35:53am (CST). While there is a slight discrepancy as to whether the goal was scored at 04:35 (CST) or 04:36 (CST), the audit logs confirm the sixth goal was scored prior to the bet being struck.
14. Notwithstanding the bet was accepted by PointsBet over the phone and referred to the trader, the Commission has previously determined that the trader's role was limited to accepting or not accepting bets based on the information they had on hand¹ and unfortunately in this instance the information the trader and PointsBet had was delayed due to no fault of their own.

¹ Decision Notice A v Sportsbet (May 2019); W & N v BetEasy (August 2019)

15. Accordingly, based on the evidence before the Commission it is clear there was a latent defect in the feeds from a third-party and had the feeds not been delayed, the market would have been suspended as the result was known or had already occurred. Accordingly, PointsBet have properly relied on rule 3.9.2 to void the bet and remedy the situation.

NOTICE OF RIGHTS

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



Alastair Shields

Chair

Northern Territory Racing Commission

On behalf of Commissioners Shields, Bravos and Corcoran