

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 L
LICENSEE:	Entain Group Pty Ltd (Ladbrokes)
HEARD BEFORE: (on papers)	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Ms Susan Kirkman
DATE OF DECISION:	22 October 2024

DECISION

- 1) For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that Entain Group Pty Ltd (**Licensee**) has:
 - a) complied with the now repealed *Racing and Betting Act 1983* (**RBA**) and the conditions of the sports bookmaker licence (**Licence Conditions**) it holds during its dealings with the Complainant in November and December 2022.
- 2) The Commission has determined that the bets placed by the Complainant through his use of a betting account with the Licensee on 22 November 2022, 23 November 2022 and 6 December 2022 were not lawful.
- 3) The Commission has further determined that as the bets placed by the Complainant on 22 November 2022, 23 November 2022 and 6 December 2022 have been declared not lawful, there are no moneys payable by the Licensee to the Complainant.

REASONS

Background

The Licensee

- 4) The Licensee is currently authorised by the Commission to conduct the business of a sports bookmaker and in doing so, to operate two online wagering platforms under the branding names of Ladbrokes and Neds.
- 5) The current sports bookmaker licence was granted by the former Northern Territory Racing Commission (**former Commission**) on 1 September 2016 under the licensing regime contained within the now repealed RBA. In accordance with the transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), any licence issued under the repealed Act that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA.

- 6) For ease of reference and given that the events complained of occurred while the Complainant interacted with the Licensee while using the Ladbrokes branded online wagering platform, the Commission has determined to refer to the Licensee as Ladbrokes throughout the remainder of this Decision Notice.

The Complaint

- 7) On 3 January 2023, the Complainant lodged an online complaint with the former Commission about his dealings with Ladbrokes. The Complainant's allegation is that:
 - a) after having deposited \$4,000 into his Ladbrokes' betting account and successfully wagering with that money, Ladbrokes refused to process a withdrawal request for \$30,000 from the betting account (being the winnings from his wagering activity) on the basis that a third-party had been involved in the use of the betting account, which was in breach of Ladbrokes' terms and conditions.
- 8) The Complainant has submitted that following the withdrawal request, Ladbrokes requested that he provide a bank statement to it, which he did. When Ladbrokes still did not process the withdrawal request, the Complainant asserts that Ladbrokes advised him that it believed a third-party was involved in the use of his betting account as someone else had deposited money into his bank account.
- 9) The Complainant has submitted that he was the only person involved in the use of his Ladbrokes' betting account and that the money deposited into his bank account was money that was owed to him by a family member.
- 10) The Complainant has advised that Ladbrokes returned \$4,000 to him but has not paid out on the winning bets that he made.
- 11) As a resolution to the complaint, the Complainant is seeking for the Commission to determine that the bets that he placed with Ladbrokes to be lawful and for Ladbrokes to pay out on each winning bet that he made with the sports bookmaker.

Ladbrokes Response to the Complaint

- 12) Ladbrokes submitted to the former Commission that it is of the view that the complaint does not relate to lawful betting and therefore it is of the view that the matter did not fall within the former Commission's purview; and the Complainant should seek legal advice if he wishes to pursue the matter further.
- 13) Although of this view, Ladbrokes responded to the complaint and advised the former Commission that following an investigation undertaken by it, it determined that the betting account opened in the Complainant's name was operated in breach of its terms and conditions, in that monies deposited into the betting account and used to operate the betting account were not those of the Complainant.
- 14) As a result of that determination, it decided to return the deposit of \$4,000 to the Complainant which had been made into the betting account by way of 'Apple pay'.
- 15) It further advised the former Commission that it does not intend on paying out on any winnings from any wagers made due to the breach of its terms and conditions; nor does it intend to return any earlier deposits made into the Complainant's betting account that were made via 'Flexepin' as it cannot determine how the Flexepin vouchers used to deposit into the betting account were purchased.

Jurisdiction

- 16) The Commission does not agree with the view proffered by Ladbrokes that the complaint does not relate to lawful betting or that it fell outside of the former Commission's jurisdiction to investigate.
- 17) Section 85 of the RBA falls under the heading 'Legal proceedings in respect of bets' and provides among other matters, that a person may take legal proceedings to recover monies payable on a winning bet, or for the recovery of monies owed by a bettor on account of a lawful bet made and accepted. The clear purpose of section 85 was to authorise the former Commission to determine whether a bet was lawful or not lawful when a dispute in respect of the legality of a bet was referred to it by a bookmaker or a bettor. Subsection 85(2) of the RBA provided that a bookmaker must refer a dispute relating to lawful betting to the former Commission and that a bettor may refer such a dispute to the former Commission. There is no doubt that following a referral, the task of the former Commission was to determine whether the impugned bets were lawful or not.
- 18) In the Commission's view, there are numerous ways by which a bet could be determined to be not lawful by virtue of the requirements of the RBA. Examples of circumstances where a bet may be not lawful include a bookmaker accepting a type of bet not authorised by the licence issued to it, or the bet is contrary to the conditions applicable to a bookmaker licence.
- 19) Given that it is well established in law that a bet is a contractual agreement - a bettor offers to make a particular bet (contractual offer) with the bet being accepted by the bookmaker (contractual acceptance) for the stake offered by the bettor at the odds displayed by the bookmaker (consideration), there are also numerous ways in which a bet could be declared to be not lawful on a contractual basis that are outside the legislative framework under which lawful bets are made. For example, the bettor does not have legal capacity at the time of making the bet or the bookmaker engages in misleading or deceptive conduct in inducing the bettor to bet.
- 20) Section 4 of the RBA defined "*unlawful betting*" as, "*betting otherwise than in accordance with this Act or the Totalisator Licensing and Regulation Act.*" In the Commission's view, that definition limited the scope of the investigations that the former Commission was authorised to undertake in respect of the referral of a dispute relating to lawful betting. The former Commission was tasked with determining whether the impugned betting was lawful in terms of the requirements of the RBA and the *Totalisator Licensing and Regulation Act (TLRA)* only. It was not authorised to declare that a bet is not lawful on the basis of a breach of some contractual arrangement between the parties where the contractual arrangement fell outside the scope of the legislation.
- 21) It is clear however, that some contractual arrangements between a bookmaker and a bettor did fall within the scope of the RBA. For example, a sports bookmaker licence issued under the RBA was subject to conditions attached to the licence, with those conditions including that sports bookmakers must formulate a set of terms and conditions in relation to the way the bookmaker accepts and settles bets. While those terms and conditions are a component of the contractual arrangement between the bookmaker and the bettor, the requirement to have in place approved terms and conditions was also a condition of a sports bookmaker licence issued by the former Commission.
- 22) The authority for the former Commission to prescribe licence conditions was contained within the RBA with the result being that it was appropriate for the former Commission to consider the licence conditions in determining whether a bet was lawful in accordance with the terms of the RBA.

- 23) As Ladbrokes had determined to not pay out the winnings on bets placed by the Complainant based on its determination that the Complainant has operated the betting account in breach of its terms and conditions, the Commission is firmly of the view that the complaint subject of this Decision Notice was within the former Commission's jurisdiction to investigate and after having done so, determine whether the bets were lawful or not lawful.

Commission Hearing

- 24) Given this and in accordance with the transitional arrangements contained at subsection 310(4) of the RWA, any matters under consideration of 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 Act as if it was not repealed.
- 25) The complaint subject of this Decision Notice was lodged on 3 January 2023 and had not yet been determined by the former Commission prior to the commencement of the RWA. Given this and in accordance with the transitional arrangements under the RWA, the Commission has determined to hear the dispute and make its determinations pursuant to subsection 85(4) of the RBA.
- 26) The hearing of the dispute has been conducted in the absence of the parties, based on the evidence before the Commission. That evidence includes submissions to the Commission and the former Commission by both the Complainant and Ladbrokes, as well as additional evidence obtained on behalf of the Commission by the Commission's betting inspectors.
- 27) As a matter of procedural fairness to both Ladbrokes and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. In response, Ladbrokes advised the Commission that it had reviewed the draft Decision Notice and that it had no further comment to make. The Commission did not receive a response from the Complainant.

Consideration of the Issues

- 28) Most online sports bookmakers have stringent policies in place to prevent fraudulent activities, including the use of betting accounts by a third-party. These policies are generally aimed at ensuring fair play, preventing abuse of promotional offers or loopholes and to comply with the various legal and regulatory responsibilities of the wagering provider. These policies are most often set out in the wagering provider's terms and conditions.
- 29) When a wagering customer opens an online betting account, they are assumed to have accepted the terms and conditions of the online wagering provider. This acceptance is usually part of the account registration process and through the actions of completing the registration process and creating an account, a wagering customer is considered to have implicitly agreed to those terms and conditions, even if that customer chooses not to read those terms and conditions thoroughly, or not at all.
- 30) In dealing with a complaint of this nature, the Commission intends to examine the wagering provider's terms and conditions to understand the contractual agreement that is in place between Ladbrokes and the Complainant; and then assess whether Ladbrokes has applied these terms and conditions correctly and consistently in the specific case of this complaint.

Ladbrokes' Terms and Conditions

- 31) Ladbrokes' terms and conditions include the following:

8.1 Your Account is for your own personal use. You must not permit another person to access your Account and you must not use your Account on behalf of or for the benefit of another person.

10.1 By opening an Account with us and every time you access or use our Betting Platforms you warrant to us and agree that you:

...

(e) will not allow any third party (including a minor) to, directly or indirectly, access or use your Account including but not limited to, making deposits into or withdrawals from your Account or placing bets using your Account;

(f) will make every effort to prevent the use of your Account by any third party;

(g) are operating your Account and placing bets on your own, without the direct or indirect assistance of any third party;

(h) will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third parties regarding the use of your Account;

(j) are the true and lawful owner of the monies that you deposit into your Account, withdraw from your Account and wager with us, and that you are duly and properly authorised to utilise such monies for the aforementioned purposes;

...

11.9 If we determine that a deposit into your Account is from a bank account or other funding instrument not in your name, or from monies provided to you by a third party to be used for wagering, then we may elect to refund the deposit directly back to its source. If this determination occurs after bets have been placed on your Account, your bets will be voided and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred.

Suspicion of third-party funding

- 32) Ladbrokes has submitted that it relied on a several indicators to form the view that the Complainant's betting account had been funded by a third-party and/or was being operated by a third-party. Those indicators included that:
- a) the mobile number that the Complainant wanted registered to his account to facilitate the withdrawal request was registered to another Ladbrokes' account holder;
 - b) information provided by the Complainant during a telephone conversation between the Complainant and Ladbrokes on 8 December 2022 in which the Complainant advised that he had used Flexepin vouchers to deposit into the betting account while he was travelling overseas did not align with the Complainant's bank statement which showed several transactions having been made in Australia between 23 and 28 November 2022 and a transaction at an Australian airport duty-free store on 28 November 2022;
 - c) the Complainant's bank account showed that several deposits by third parties were credited to the Complainant's bank account along with a number of cash deposits prior to or around the time that the Complainant made deposits into his betting account; and

- d) during several phone conversations on 8 December 2022, it was most likely not the Complainant who engaged with Ladbrokes, but a person identifying himself as the Complainant instead.

Withdrawal Request

- 33) On 6 December 2022, an online request was made to withdraw \$30,000 from the Complainant's betting account however, the request was not processed as the Ladbrokes security system requirement for the withdrawal to have a two-factor authentication to be completed via a text message to the phone number registered to the betting account was not completed.
- 34) Later the same day, a live chat was initiated by the Complainant with Ladbrokes (a record of which has been sighted by the Commission) in which the Complainant advised Ladbrokes that he wanted to withdraw money from his betting account however, he was overseas and did not have the phone number registered to his betting account with him. The Complainant asked Ladbrokes whether there was another way he could verify the withdrawal request, such as by way of email however, Ladbrokes advised the Complainant that if he could not receive the two-factor authentication code due to being overseas, then Ladbrokes would not be able to authorise him to withdraw the money.
- 35) The Complainant advised Ladbrokes via the live chat that "...I really need to withdraw" and that Ladbrokes could ask him any question to verify himself. In response, Ladbrokes again advised that if the Complainant was unable to complete the two-factor authentication, he would not be able to withdraw any money from the betting account.
- 36) The Complainant then requested to change the mobile phone number registered to the betting account so that he could receive the two-factor authentication code. In response, Ladbrokes advised him that he could only change the mobile phone number if he telephoned the Ladbrokes support team.
- 37) A series of phone calls then ensued over the next few days during which ultimately resulted in Ladbrokes sending an email to the Complainant on 8 December 2022 advising the Complainant that his Ladbrokes' betting account had been closed and that he will no longer be able to access the account and that he was not eligible to receive any funds. The Complainant was advised to refer to Ladbrokes terms and conditions regarding account and betting platform usage.
- 38) Ladbrokes has submitted that the mobile phone number that the Complainant attempted to have registered to his account to facilitate the withdrawal request was a phone number that was registered to another Ladbrokes' account holder.
- 39) The Commission notes that when asked about who the mobile phone number belonged to during a phone conversation between Ladbrokes and the Complainant, the Complainant advised that it belonged to a family member and that he did not know if that person held a betting account with Ladbrokes.

Funding of the Betting Account using Flexepin Vouchers

- 40) The Complainant's betting account was opened on 22 November 2022. The betting account statement shows that deposits totalling:
 - a) \$4,600 were made into the betting account on 22 November 2022;
 - b) \$2,000 were made into the betting account on 23 November 2022; and

- c) \$4,000 were made into the betting account on 6 December 2022.
- 41) Ladbrokes has advised the Commission that the \$6,600 deposited into the betting account on 22 and 23 November 2022 was made by way of Flexepin deposits and the deposit of \$4,000 made into the account on 7 December 2022 was made by way of Apple pay.
- 42) The Commission notes that a Flexepin deposit refers to a method of depositing funds into an online account such as an online betting account, using a prepaid Flexepin voucher. Unlike Apple pay, the Flexepin prepaid voucher system allows users to make secure and online payments without the need for that payment to be linked to a credit card or bank account.
- 43) Ladbrokes has submitted that during a phone conversation on 8 December 2022, the Complainant advised it that he had used the Flexepin vouchers to deposit funds into the betting account while he was travelling overseas however, when Ladbrokes reviewed the Complainant's bank statements, it identified several transactions having been made in Australia between 23 and 28 November 2022 and a transaction at an Australian airport duty-free store on 28 November 2022.
- 44) While the Complainant has not been able to provide any evidence to the Commission to confirm his overseas travel dates in November and December 2022 due to the passage of time, he has advised the Commission that he recalls departing from Australia on 21 November 2022 and returning on 3 December 2022. The Complainant's stated return date to the Commission however, does not accord with a statement the Complainant made to Ladbrokes during a telephone conversation on 8 December 2022 in which he advised that he had returned to Australia on 7 December 2022, being the day after he had made the withdrawal request.
- 45) In that same telephone conversation on 8 December 2022, the Complainant advised Ladbrokes that he had purchased the Flexepin vouchers prior to his travel overseas for use while he was overseas. When he had utilised all of the Flexepin vouchers, he then made a deposit into his betting account while overseas by way of Apple pay to be able to continue to wager.
- 46) In examining the Complainant's bank statements, the Commission notes that the bank statement contains a number of Australian based debit transactions that are listed as having occurred on 23 and 24 November 2022. Several further debit transactions are also listed as having occurred on 26 November 2022 at stores located past the international passenger security gates at an Australian international airport.
- 47) These Australian based transactions conflict with the statements made by the Complainant to Ladbrokes about his betting account usage, specifically that he was overseas when he used the Flexepin vouchers to deposit funds into his betting account on 22 and 23 November 2022.

Funding of the Complainant's Bank Account

- 48) Ladbrokes has submitted that the Complainant's bank account showed that several deposits by third parties were credited to the Complainant's bank account along with a number of cash deposits prior to or around the time that the Complainant made deposits into his betting account.
- 49) In examining the Complainant's bank account statement, the Commission notes that:
- a) between 21 November and 23 November 2022 (noting that deposits totalling \$6,600 were made into the Complainant's Ladbrokes account during this period), a total of

\$4,000 was deposited into the Complainant's bank account by way of transfers from a third-party or via cash deposits made via an ATM; and

- b) on both 5 December and 6 December 2022 (being the same day that a deposit of \$4,000 was made into the Complainant's Ladbrokes account), separate third-party transfers of \$4,000 each were credited to the Complainant's bank account.
- 50) During a telephone conversation with Ladbrokes on 8 December 2022, the Complainant advised Ladbrokes that he funded his betting account with his own money and that a \$4,000 deposit into his bank account was from a family member and had nothing to do with the funding of his betting account. In this same conversation, the Complainant also advised Ladbrokes that if it thought that someone was giving him money to gamble or that he is gambling for someone else, then that assumption by Ladbrokes was wrong.

Phone Conversations of 8 December 2022

- 51) Ladbrokes has submitted to the Commission that it is of the view that during several phone conversations on 8 December 2022, it was most likely not the Complainant who engaged with Ladbrokes, but a person identifying himself as the Complainant instead.
- 52) The Commission betting inspector responsible for investigating this complaint on behalf of the Commission has also advised the Commission that he has spoken with the Complainant over the phone on several occasions and that while he is not an expert in the field of voice recognition, he is of the view that *"...the voice and the speech manners of the person in the phone call, appear different from those of the complainant's"*.
- 53) The Commission has listened to recordings of multiple conversations that took place on both 7 and 8 December 2022, during which on each occasion a person identifying himself as the Complainant, raised various concerns with several different Ladbrokes representatives. Based on the variations in speech patterns and other indicators observed during these calls, it appears to the Commission that different individuals may have been speaking. However, given the complexities of voice identification over different calls, this cannot be confirmed with absolute certainty. The Commission remains open to the possibility that the same person could have adjusted their speaking style and further expert analysis would need to be taken to reach a definitive conclusion.
- 54) The Commission further notes that during one of the phone conversations on 8 December 2022, the person identifying himself as the Complainant advises the Ladbrokes' representative that he was *"...not in urgent need of the money...I just want to have a punt...I'm not worried about the money if that is what you are thinking or that I need money or anything, its nothing to do with the money...I don't care about the withdrawal."*
- 55) These statements conflict with the Complainant's comment via live chat on 6 December 2022 when he states that *"...I really need to withdraw"* and with the Complainant's actions in attempting to have the mobile phone number registered to the betting account changed while he was overseas so as to enable the two-factor withdrawal authentication even though according to his comments in a phone conversation with Ladbrokes on 8 December 2022, he returned to Australia on 7 December 2022, being one day after the initial withdrawal request.

Additional Information

- 56) Ladbrokes has provided the Commission with additional information in relation to this matter in support of it forming the view that the Complainant's betting account had been funded by a third-party and/or was being operated by a third-party. However, Ladbrokes has requested that the Commission does not disclose that information as it pertains to ongoing and future

investigations that it is and will be conducting in relation to the operation of betting accounts in breach of its terms and conditions.

- 57) After careful consideration of all relevant factors, the Commission has determined that certain aspects of that additional material does involve sensitive information that should not be disclosed. The release of such information could potentially compromise the integrity and effectiveness of ongoing and future investigations. Therefore, while these factors have been considered by the Commission and taken into account in reaching this decision, the Commission has determined that they should not be elaborated upon for security reasons.

Commission Assessment

- 58) The Commission is of the view that it does not need to be directly satisfied that a specific event/s occurred when assessing a licensee's decision to invoke its terms and conditions. Instead, the Commission's role is to determine whether the licensee's decision is justifiable based on the balance of probabilities. This means that if the evidence suggests that it is more likely than not that the event/s occurred, the licensee's action stands justified.
- 59) In this context, the Commission's responsibility is to evaluate whether the licensee's decision is supported by sufficient evidence to make it plausible that the event/s in question likely took place. If the evidence meets this threshold, the Commission should conclude that the licensee's invocations of its terms and conditions is justified. The Commission's decision-making process centres on whether the licensee acted in accordance with its obligations, not on independently verifying the occurrence of the event/s in question.
- 60) Given this, the Commission has reviewed the evidence available to it with a view to assessing whether it is plausible that the Complainant's Ladbrokes' betting account was likely on the balance of probabilities to have been funded and/or operated by a person who was not the Complainant.
- 61) With this in mind, the Commission notes that:
- a) the Complainant's bank statement which records that a number of Australian debit transactions occurred on 23 November, 24 November and 26 November 2022, conflicts with statements made by the Complainant to Ladbrokes on 8 December 2022 about the betting account usage, specifically that the Complainant was overseas when he used the Flexepin vouchers to deposit funds into his betting account on 22 and 23 November 2022;
 - b) the Complainant's bank statement records that several deposits by third parties were credited to the Complainant's bank account along with a number of cash deposits prior to or around the time that the Complainant made deposits into his betting account;
 - c) the variations in speech patterns and other indicators observed during the phone calls that took place on both 7 and 8 December 2022 in which a person identifying himself as the Complainant spoke with Ladbrokes representatives, appear to support Ladbrokes' view that different individuals may have been speaking; and
 - d) conflicting statements made by the Complainant in relation to the urgency of the withdrawal request given that on 6 December 2022 when requesting to change the mobile phone number registered to the betting account so as to enable the two-factor authorisation withdrawal confirmation while overseas, the Complainant advised Ladbrokes that he, "*really need[ed] to withdraw*" whereas on 8 December 2022, the person identifying himself as the Complainant advised Ladbrokes that he was "*...not in urgent need of the money.*" This discrepancy is further exacerbated by the Complainant's actions

in attempting to change the mobile phone number registered to the betting account on 6 December 2022 even though according to statement he later made to Ladbrokes, he had returned to Australia the following day.

- 62) In the Commission's view based on the above discrepancies, it is plausible that the Complainant's Ladbrokes' betting account was likely on the balance of probabilities to have been funded and/or operated by a person who was not the Complainant. This view is further supported by the additional sensitive information provided to the Commission by Ladbrokes which the Commission has chosen not to disclose.
- 63) Having formed this view, the Commission has determined that Ladbrokes invocations of its terms and conditions by way of voiding the Complainant's bets and not paying out on any winnings is justified.

LAWFULNESS OF BETS

- 64) As detailed earlier in this Decision Notice, there are numerous ways by which a bet could be determined to be not lawful by virtue of the requirements of the RBA. Examples of circumstances where a bet may be not lawful include a bookmaker accepting a type of bet not authorised by the licence issued to it, or the bet is contrary to the conditions applicable to a bookmaker licence.
- 65) The requirement to have in place approved terms and conditions was a condition of a sports bookmaker licence issued by the former Commission and as Ladbrokes has determined to not pay out the winnings on bets placed by the Complainant based on its determination that the Complainant has operated the betting account in breach of its terms and conditions, the Commission must determine whether the bets placed by the Complainant were lawful or not lawful.
- 66) As set out earlier in this Decision Notice, the Commission has determined that the decision made by Ladbrokes that the Complainant has operated the Ladbrokes' betting account in breach of Ladbrokes terms and conditions was justifiable based on the balance of probabilities.
- 67) Given this, and that approved terms and conditions were a condition of a sports bookmaker licence issued by the former Commission, the Commission has determined that the bets placed by the Complainant were contrary to the conditions applicable to the licence and therefore must be determined as not lawful.


Refund of Deposits

- 68) As noted earlier in this Decision Notice, clause 11.9 of Ladbrokes' terms and conditions also details that if Ladbrokes does determine that deposits into a betting account are from monies provided by a third-party, it may choose to "*...refund the deposit directly back to its source*".
- 69) The Commission notes that Ladbrokes has returned the deposit of \$4,000 to the Complainant which had been made into the betting account on 6 December 2022 by way of 'Apple pay' however, it has not returned any earlier deposits made into the Complainant's betting account that were made via 'Flexepin'.
- 70) Given that unlike Apple pay, the Flexepin prepaid voucher system allows users to make secure and online payments without the need for that payment to be linked to a credit card or bank account, the Commission is satisfied that as Ladbrokes cannot determine how the Flexepin vouchers used to deposit into the betting account were purchased, its decision not to return the Flexepin voucher deposits is reasonable in the circumstances and aligns with its terms

and conditions in which it is stated that it may “choose” to refund deposits it believes may have been funded by a third-party.

NOTICE OF RIGHTS

- 71) 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, Bravos and Kirkman