

# NORTHERN TERRITORY RACING AND WAGERING COMMISSION

## DECISION NOTICE AND REASONS FOR DECISION

---

<b>MATTER:</b>	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> )
<b>COMPLAINANT:</b>	Mr N (Complainant)
<b>LICENSEE:</b>	Boombet Pty Ltd
<b>HEARD BEFORE: (on papers)</b>	Mr Alastair Shields Ms Susan Kirkman Mr Scott Perrin
<b>DATE OF DECISION:</b>	17 April 2026

---

### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that BoomBet has, in relation to its dealings with the Complainant, acted in accordance with the regulatory environment in place, its licence conditions, and the relevant terms and conditions applicable to the Complainant's wagers. It therefore follows that BoomBet was entitled to void the wagers the subject of the complaint before the Commission.
2. The Commission notes that BoomBet has confirmed that it will pay the Complainant the amount that would have been paid if the wagers were resulted using the correct odds.
3. The Complaint is not upheld.

### JURISDICTION AND PROCEDURE

4. BoomBet Pty Ltd (**BoomBet**) is authorised by the Commission to conduct the business of a sports bookmaker and to operate a digital wagering platform under the same name.
5. In accordance with the transitional arrangements contained at subsection 310(4) of the *Racing and Wagering Act 2024* (**RWA**), any matters under consideration by the former Commission that were not determined under the now repealed *Racing and Betting Act 1983* (**RBA**) before the commencement of the RWA are to be determined by the Commission in accordance with the repealed RBA as if it was not repealed.
6. The complaint has been determined on the papers, having regard to submissions from the Complainant and the wagering operator and evidence obtained by the Commission.
7. As a matter of procedural fairness to BoomBet and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. Comments received from the parties have been considered in finalising this Decision Notice.

## REASONS FOR DECISION

### **Scope of Complaint**

8. The Complainant has lodged a complaint alleging that BoomBet failed to pay him \$113,240 in winnings from 21 winning multiple bets placed on 12 November 2023 on multiple markets in American Football games that took place on Sunday 12 and Monday 13 November 2023.
9. The Complainant stated that all of his winning wagers were initially resulted by BoomBet as losses, however this was reversed when he contacted BoomBet via live chat on 13 November 2023 after checking the official score on the NFL.com website. During the live chat, the Complainant was advised that the wagers had been referred to one of BoomBet's traders for consideration. The Complainant stated that, after a period, his account was then signed out and a message was displayed that said "*General Error. 502. This account has been closed. Please telephone our office for further assistance*".
10. When the Complainant telephoned BoomBet, he was advised that he would need to wait for an email explaining the situation. The subsequent email explained that the wagers had been cancelled due to a "clear and obvious" error, in accordance with BoomBet's Terms and Conditions.
11. The Complainant is seeking that his 21 winning wagers be correctly settled as winning wagers and that he be paid \$113,240 in winnings.

### **Background**

12. The Complainant opened his account with BoomBet on 12 November 2023, deposited \$100 into his account, and placed 10 different "1st Touchdown Scorer" multi-bets on American Football games a few minutes later. Within the next hour, he made a further deposit of \$100, and placed 20 "Anytime Touchdown Scorer" multi-bets on American Football games. The games in question took place on 12 and 13 November 2023.
13. All of the 30 wagers placed by the Complainant on 12 November 2023 were subsequently voided by BoomBet, acting in reliance upon their terms and conditions which allow for wagers to be voided in the event that BoomBet publishes materially incorrect information. BoomBet voided the wagers on 13 November 2023, after all of the games which were the subject of the voided wagers had been played and the results known.
14. Had the wagers not been voided, 21 of the 30 wagers would have been winning wagers, with a total payout of \$113,240 at the odds which were quoted at the time the wagers were made.

### **Boombet's Submissions**

15. BoomBet submitted that BoomBet was entitled to void all of the 30 wagers placed by the Complainant in accordance with its terms and conditions, which allow for wagers to be voided in the case of a material error.
16. BoomBet provided information to support their submission that the odds quoted on the relevant markets were significantly higher than they should have been, and advised that, had the correct odds been offered, the total payout for the Complainant's 21 winning wagers would have been \$1,364.11, rather than \$113,240.
17. The error in the offered odds was discovered by BoomBet due to a staff member identifying that payouts on a number of American Football game multi-bets were out of the ordinary,

and this prompted an investigation. The investigation discovered that incorrect odds had been offered due to a system error which has since been rectified.

18. When the Complainant disputed the voiding of his wagers, BoomBet advised that they offered to pay him the correct winnings plus a premium of 25% “as goodwill and allowing for the fluctuation”. This payout offer was subsequently increased to \$2,500 but was not accepted by the Complainant.

### Commission Considerations

19. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to articulate a comprehensive 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. These terms and conditions operate to ensure legislative compliance and the commercial efficacy of the business model of a sports bookmaker.
20. Most wagering operators licensed by the Commission include price error limiting clauses in their terms and conditions, so that the wagering operator does not have unlimited liability in the event that a human or system error results in materially inflated odds being offered for a sporting event.
21. In the case of BoomBet, “Section Q - Errors” of the terms and conditions in place at the time that this complaint arose relevantly provides:

*“Notwithstanding anything contained elsewhere in these Rules, if BoomBet publishes, posts or quotes any materially incorrect betting information for any sporting event, such as posting wrong dividends or lines or if there has been any genuine technical, human or other error or mistake in setting a market or processing a transaction (including where a bet has been accepted by BoomBet after the commencement of a race or event), then regardless of the cause or source of such error, BoomBet reserves the right (acting in good faith) to take action to the extent necessary to correct such errors, including by voiding any bets either prior to or after the commencement or conclusion of a relevant event or, where appropriate, adjusting the bet at the correct odds. Without limiting the steps that BoomBet might take, BoomBet may adjust your Account balance to the extent necessary to address the error or mistake. BoomBet will use reasonable efforts to notify you via the contact details registered with your Account (either by phone or in writing) and provide you with confirmation of the date any adjustment was made, the reason for the adjustment, and the amount that was adjusted.”*

22. As noted elsewhere in these reasons, incorrect odds were offered by BoomBet on the contingencies in question due to a system error. However, the presence of an error is of itself not sufficient for BoomBet to invoke the provisions of Section Q of BoomBet’s terms and conditions. It is also necessary to determine whether the offered odds were materially incorrect.
23. In this regard, the Commission has considered material provided by Boombet that shows that the smallest percentage difference between the offered odds and the correct odds was 1,228%, and the largest percentage difference was 28,762%. BoomBet has also provided a selection of odds provided by other wagering operators on similar contingencies to support their submission.
24. Having considered the material in some detail, the Commission is comfortably satisfied that the errors in the odds offered by BoomBet in this case were materially incorrect. It is therefore the Commission’s view that BoomBet was entitled, in accordance with the relevant terms and conditions in place, to either void the wagers placed by the Complainant or to adjust the

wagers at the correct odds. Given that the events in question had been completed at the time that the wagers were voided, the Commission considers that the preferable course would have been to adjust the wagers at the correct odds. In this regard, the Commission notes that Boombet has confirmed that BoomBet has agreed to pay to the Complainant the amount that would have been payable had the odds been correct.

#### **NOTICE OF RIGHTS**

25. 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 Act shall be final and conclusive as to the matter in dispute.



Alastair Shields  
Chair,  
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Kirkman and Perrin