

NORTHERN TERRITORY RACING AND WAGERING COMMISSION

DECISION NOTICE

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| 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 W |
| LICENSEE: | Puntaa Pty Ltd (Picklebet) |
| HEARD BEFORE: (on papers) | Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Mr Ian Curnow |
| DATE OF DECISION: | 8 January 2026 |

DECISION

- 1) For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that Puntaa 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 - a) complied with the now repealed *Racing and Betting Act 1983* (**RBA**) and the conditions of the sports bookmaker licence (**Licence Conditions**) it holds, during its dealings with the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 December 2022.
- 2) The Commission has determined that the bets placed by the Complainant through the use of a betting account with the Licensee on 20 December and 21 December 2022 were not lawful.
- 3) The Commission has further determined that as the bets placed by the Complainant on 20 December and 21 December 2022 have been declared not lawful, there are no winnings 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 a digital wagering platform branded Picklebet.
- 5) The current sports bookmaker licence was granted by the former Northern Territory Racing Commission (**former Commission**) on 31 March 2017 under the licensing regime contained within the now repealed RBA.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transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA.
- 6) For ease of reference and given that the events complained of occurred while the Complainant interacted with the Licensee while using the Picklebet digital wagering platform,

the Commission has determined to refer to the Licensee as Picklebet throughout the remainder of this Decision Notice.

The Complaint

- 7) On 21 December 2022, the Complainant lodged an online complaint with the former Commission about his dealings with Picklebet. The Complainant submitted that he opened a new betting account with Picklebet, deposited \$3,000 and increased the account balance to \$11,000 by following a friend's betting tips. He later received an email from Picklebet advising that as his betting account was identified as a duplicate account, all bets were voided and only the original \$3,000 deposit would be refunded. The Complainant maintains that the betting account was his only account with Picklebet, denies breaching any of Picklebet's terms and conditions, and claims that Picklebet has provided no evidence to support its decision, while refusing to pay the winnings.
- 8) As a resolution to the complaint, the Complainant is seeking for the Commission to determine that the bets he placed with Picklebet to be lawful and for Picklebet to pay out on each winning bet that he made with the sports bookmaker.

Picklebet Response to the Complaint

- 9) Picklebet submitted to the former Commission that the Complainant's betting account was opened in breach of its terms and conditions, insofar as only one account is permitted per person. Picklebet informed the Commission that if it reasonably suspects that a customer has more than one account, it may suspend all related accounts while undertaking an investigation. If duplicate accounts are confirmed, it may void any bets placed after the duplicate account was opened and close the account.
- 10) Picklebet advised the Commission that the Complainant opened a betting account on 20 December 2022 and while a duplicate account alert was immediately generated, due to this occurring outside of its core business hours, Picklebet did not suspend the account for investigation until the following morning.
- 11) As a result of its investigation, Picklebet determined that the Complainant was using more than one account based on internal system data that showed overlapping device and network usage consistent with the same user accessing both accounts. The second account (which is the subject of this complaint) was opened after the first account had been suspended pending investigation for a potential breach of terms and conditions. Picklebet's analysis of betting behaviour also revealed similar wagering patterns across both accounts. Relying on this evidence, Picklebet determined that the Complainant was in breach of its terms and conditions, voided all bets and refunded the initial deposit.

Commission Hearing

- 12) 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 RBA as if it was not repealed.
- 13) The complaint subject of this Decision Notice was lodged on 21 December 2022 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.

- 14) 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 former Commission by both the Complainant and Picklebet, as well as additional evidence obtained on behalf of the former Commission by the former Commission's betting inspectors.
- 15) As a matter of procedural fairness to the Complainant and the Licensee, a draft of the Commission's preliminary findings into this complaint was provided to both parties for comment. The Commission did not receive comment from either of the parties.

Consideration of the Issues

- 16) Most online sports bookmakers have stringent policies in place to prevent fraudulent activities. 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.
- 17) 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.
- 18) In dealing with a complaint of this nature, the Commission intends to examine Picklebet's terms and conditions to understand the contractual agreement that was in place between Picklebet and the Complainant; and then assess whether Picklebet has applied these terms and conditions correctly and consistently in the specific case of this complaint.

Terms and Conditions

- 19) Picklebet's terms and conditions at the time of the events subject of this complaint included the following:

4.4. Duplicate Accounts

Only one Account per person is allowed. Despite this, you remain responsible for all activity and transactions on any duplicate Accounts opened by you in breach of these Terms. If we reasonable suspect that you have registered or are using more than one Account we may immediately suspend any or all of your Accounts (including your ability to place bets or deposit/withdraw funds) while we conclude our investigation on whether these Terms have been breached. If we determine that you have registered or are using more than one Account then, in addition to any other rights we may have, reserve the right to: (A) Void any or all pending or settled Bets, including Bonus Bets, place on any of your Accounts after the time the duplicate Account was opened; (B) void any Contest entries submitted or Bonus Cash or other promotional credits or rewards credited to your Accounts after the time the duplicate Account was opened and revoke any associated prizes; (C) transfer the balances from any of your Accounts to the first Account you have opened with us; and/or (D) close any or all of your Accounts.

Suspicion of duplicate account

- 20) Picklebet has submitted that it relied on several indicators to form the view that the Complainant was using more than one account. Those indicators included:

- a) overlapping device and network usage consistent with the same user operating both accounts;
- b) the second account being opened shortly after the first account had been suspended pending investigation for a potential breach of terms and conditions; and
- c) an analysis of betting behaviour revealed similar wagering patterns across both accounts.

Commission Assessment

- 21) The Commission is of the view that it does not need to be directly satisfied that a specific event 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. 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.
- 22) With this in mind, the Commission has reviewed the evidence available to it with a view to assessing whether the Complainant's Picklebet betting account was likely, on the balance of probabilities, to have been a duplicate betting account. Sensitive information has been sighted by the Commission however, in the interests of protecting the methodology used by Picklebet to identify duplicate accounts, the Commission has chosen not to disclose that information in detail.

Account History and Platform Activity

- Account 1 was opened with Picklebet in September 2020 under a name other than the Complainant's.
- On 19 December 2022, Picklebet flagged Account 1 for review due to suspicious transactions.
- During its investigation, the account holder of Account 1 confirmed it was being used for a punters' club, and Picklebet found through platform records that multiple users had accessed the account.
- Account 1 was disabled on 20 December 2022 to prevent deposits, withdrawals and bets while still allowing login.

Link Between Account 1 and Account 2

- On 20 December 2022, a device that had previously accessed Account 1 was used to open Account 2 (the Complainant's account).
- Platform activity demonstrates a consistent connection between a device previously used to access Account 1 and the Complainant's account.
- Account 2 was subsequently suspended, investigated and permanently closed, with all bets voided and all money deposited into the account refunded to the Complainant.

Complainant's Position

- The Complainant denies operating any account other than Account 2.
- He maintains that he is the sole user of his devices but acknowledges that he cannot completely exclude the possibility of others using them without his knowledge.

Analysis and Findings

- While Account 1 was accessed by multiple people, the fact that a device that had accessed Account 1 was used to open Account 2 shortly after Account 1 was disabled creates a strong circumstantial link.
 - Platform activity demonstrating a continuing consistent connection between the device used to access Account 1 and the Complainant's account strengthens this link.
 - On the balance of probabilities, there is sufficient evidence to conclude that it is more likely than not, that the Complainant accessed and used both Account 1 and Account 2.
- 23) While Picklebet submitted to the former Commission that it also relied on its analysis of betting behaviour across the two accounts to form its view, the Commission has not considered it necessary to explore this aspect in detail. This is because the Commission is already satisfied on the balance of probabilities that the Complainant accessed and used multiple accounts based on other, more direct and objective evidence.
- 24) Having formed this view, the Commission has determined that Picklebet's invocation 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

- 25) 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 Picklebet has determined to not pay out the winnings on bets placed by the Complainant based on its determination that the Complainant has operated a 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.
- 26) As set out earlier in this Decision Notice, the Commission has determined that the decision made by Picklebet that the Complainant has operated a betting account in breach of its terms and conditions was justifiable based on the balance of probabilities.
- 27) 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.

NOTICE OF RIGHTS

- 28) 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.

A handwritten signature in cursive script that reads "Alastair Shields".

Alastair Shields

Chair

Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Bravos and Curnow