NORTHERN TERRITORY WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER: Complaint for determination by the Northern Territory Wagering Commission (pursuant to section 224 of the *Racing and Wagering Act 2024)*

COMPLAINANTS: Complainant 1
Complainant 2
Complainant 3

LICENSEE: Hillside (Australia New Media) Pty Ltd

HEARD BEFORE: Ms Cindy Bravos (Presiding Member)
(on papers) Mr Ian Curnow
Mr Scott Perrin

DATE OF DECISION: 7 August 2026

DECISION

1. This decision is issued by the Northern Territory Wagering Commission (**Commission**), formerly known as the Northern Territory Racing and Wagering Commission, following commencement of the *Racing and Wagering Amendment Act 2026* on 22 June 2026. Any preliminary findings, correspondence or other documents previously issued in relation to this matter under the name Northern Territory Racing and Wagering Commission continue to have effect and should be read as references to Northern Territory Wagering Commission.

2. For the reasons set out below, the Commission has determined, pursuant to section 224(2)(a)(ii) of the *Racing and Wagering Act 2024* (**Act**), to take no action in relation to the complaints, being satisfied that there are no grounds or evidence to justify taking action.

3. The Commission is satisfied that Hillside (Australia New Media) Pty Ltd (**Licensee**) acted in accordance with its published terms and conditions when it reversed winnings that were erroneously credited and resettled the affected same game multi wagers at the corrected odds. In those circumstances, there is no action available to the Commission under section 224(2)(b), (c) or (e) of the Act that would be appropriate or warranted.

4. The Licensee's actions were a reasonable and proportionate response to an obvious pricing error and there is no evidence of any breach of the Act or the conditions of the licence.

JURISDICTION AND PROCEDURE

5. The Licensee is authorised by the Commission to conduct the business of a sports bookmaker and to operate a digital wagering platform under the branding of bet365.

6. Three complaints were lodged with the Commission concerning the conduct of the Licensee in relation to the handling of wagers. Each complaint was lodged pursuant to section 221(2) of the Act and within the timeframe prescribed by section 221(3).

7. The complaints were investigated by the Director of Racing and Wagering (Director) on behalf of the Commission in accordance with section 222(1). Following completion of the investigation and after consideration of the submissions received under section 222(4), the

Director prepared a report in accordance with section 223. The report summarises the findings of the investigation, includes the parties' submissions and relevant evidence obtained during the investigation and sets out the recommendations made in relation to the complaints. The report was provided to the Commission.

8. The Commission has considered the complaints, the Director's report, the submissions of the parties and the evidence obtained during the investigation. Preliminary findings in relation to this matter were issued to the parties on 13 April 2026, and the parties were afforded an opportunity to respond and provide additional submissions or information for consideration. The Licensee responded confirming it had no further comments. Complainant 2 provided a submission and that submission has been addressed where relevant in this decision notice. No response was received from either Complainant 1 or Complainant 3. In making this decision, regard has been had to the material available to the Commission at the date of this decision notice.

9. Having regard to the fact that the three complaints raise substantially the same issues, the Commission has determined that they be dealt with together. This decision records the Commission's consideration of those matters.

REASONS FOR DECISION

Scope of Complaints

10. The three complaints arise from wagers placed by the Complainants with the Licensee on an Australian National Rugby League match and concern the Licensee's reversal and resettlement of winning wagers after initial settlement.

11. In each instance, the wagers were first settled as winning wagers and the winnings were credited to the Complainants' accounts before the Licensee subsequently reversed the settlements, removed the credited funds and resettled the wagers at materially reduced odds and returns. The Complainants were advised by the Licensee that the original odds had been published and applied in error.

12. The Complainants contend that the odds were validly offered and accepted, that no error was identified prior to settlement and that the assertion of error was only made after the outcomes of the wagers was known.

13. The Licensee disputes the complaints on the basis that due to an internal technical issue, the Complainants were able to place wagers at incorrect and materially inflated odds. The Licensee contends that the odds applied to the wagers were erroneous and that upon identifying the error, it was entitled to reverse the incorrect settlements, remove credited winnings, cancel pending withdrawals and resettle the wagers at the correct odds. The Licensee relies on its terms and conditions which provide that funds credited in error may be reversed retrospectively and that where an incorrect or obvious pricing error is identified, wagers may be settled at a revised price.

Background

14. Each of the complaints arise from wagers placed on the Manly Sea Eagles v St George/Illawarra Dragons National Rugby League match played on 17 April 2025. The wagers comprised identical same game multi wagers, requiring the match to be tied at the 10-minute mark and no try scored before 7 minutes and 30 seconds to be successful.

15. Wagers 1 and 2 were placed at odds of 34.00 with stakes of $32 and $1,000 respectively, while Wager 3 was placed at odds of 26.00 with a stake of $20.

16. The first scoring play occurred in the 18th minute of the match and the score at the 10-minute mark was tied. On that basis, each wager met the stated conditions and was initially settled by the Licensee as 'Won'. Following initial settlement, the corresponding winnings were credited to the Complainant's accounts, being $1,088 (wager 1), $34,000 (wager 2) and $520 (wager 3).

17. The Licensee subsequently identified what it described as an internal technical issue affecting the price of the wagers. After identifying the issue, the Licensee removed the credited winnings from the Complainants' accounts and cancelled any pending withdrawal requests.

18. The wagers were thereafter settled as 'Won' at revised odds of 3.00, resulting in payouts of $96 (Wager 1), $3,000 (Wager 2) and $60 (Wager 3).

Relevant Legislation and Terms and Conditions

19. The Commission has previously observed that licensed sports bookmakers are required to publish and maintain comprehensive terms and conditions governing wagering. Those terms and conditions are intended to ensure legislative compliance and the commercial operations of a sports bookmaker's business model. Upon opening and using a wagering account and each time a wager is placed, both the customer and the licensee are taken to be bound by the applicable terms and conditions which govern the wager placed.

20. The Licensee's terms and conditions include provisions governing the settlement of wagers and the treatment of errors. Clause 4.5 of the 'Betting Procedures' provides that winnings from settled wagers are added to the balance of a customer's account. The clause further provides that any funds or winnings credited to an account in error are not available for use and the Licensee reserves the right to void transactions involving such funds, withdraw the relevant amount from a customer's account and reverse transactions, either at the time or retrospectively.

21. Clause 6.2 of the 'Use of the Website' section addresses incorrect pricing. It provides that where an obvious error is identified prior to the start of an event, during the event or after the event, wagers will stand and be settled at the Licensee's revised price. Where the revised price is less than 1.001, the wager will be void.

Whether a Technical Error Occurred

22. The Licensee maintains that a technical error occurred in the pricing of the relevant wagers and submits that this error resulted in the application of incorrect odds. The Licensee submits that the error arose from a fault in the tool used to price 'Time of First Try' markets, which, when combined in a same game multi resulted in the application of illogical and materially inflated odds.

23. The error was identified through a manual review of large returns on 17 April 2025 and corrected by a technical fix deployed on 28 April 2025. The Licensee provided system logs supporting the occurrence, nature and timing of the error.

Whether the Odds Constituted a Pricing Error

24. The Licensee submits that:

- the same game multi wagers combining the selections of 'no try before 7 minutes 30 seconds' and '10-minute winning margin being a tie' were offered in error at odds of 34.00 and 26.00;

- these prices implied probabilities of success of 2.94% and 3.85% respectively;
- these implied probabilities were not representative of the true likelihood of the combined outcome occurring, illustrated in the Manly Sea Eagles' previous match where the first try was not scored until the 34th minute and the score at the 10-minute margin was 0-0 (meaning the same combined outcome had occurred under comparable conditions);
- historical results from the same competition show that early tries were uncommon, with no try scored before 7 minutes 30 seconds in four out of six Manly Sea Eagles matches and in all five St George Illawarra Dragons matches across rounds 1 to 6;
- the underlying selections in the same game multi were correctly priced at 2.50 for '10-minute winning margin being a tie' and 2.05 for 'no try before 7 minutes 30 seconds'; and
- based on the underlying selections, a hypothetical straight double would produce combined odds of 5.125 however, as the selections are positively correlated (meaning the occurrence of one increases the likelihood of the other) a straight double would not be offered and the appropriate same game multi price would be less than 5.125.

25. On this basis, the Licensee submits that the combined same game multi outcome was significantly more likely than implied by the odds originally offered and a more accurate price would have been 3.00, corresponding to an implied probability of 33.3%.

Past Wagering Activity

26. One of the complainants submits that the odds offered on the disputed same game multi wager were clearly not in error as they had placed similar same game multi combinations on multiple occasions in the past at similar odds, using comparable market selections and that those wagers were accepted and settled in the ordinary course of wagering.

27. In support of this position, the Complainant has provided screenshots showing a history of prior same game multi wagers placed between 29 March 2025 and 13 April 2025 which resulted in both winning and losing outcomes. The Complainant submits that this demonstrates a consistent pattern of regular wagering rather than exploitation of a pricing anomaly.

28. Given their prior experience placing comparable wagers at similar prices, the Complainant submits that there was no reason to believe that the odds offered on the disputed wager were clearly incorrect at the time the wager was placed. On this basis, the Complainant contends that the Licensee should not retrospectively apply its obvious error provisions to amend or re-price wagers.

29. The Licensee submits that its internal investigation identified that incorrect prices had been offered from 28 March 2025 on same game multis combining the selections of 'no try before 7 minutes 30 seconds' and '10-minute winning margin being a tie'. When the issue was identified on 17 April 2025, corrective action was taken in accordance with its terms and conditions however, wagers settled before this date were left to stand at the inflated prices as a gesture of goodwill.

Refund of Losing Wagers

30. In the response to the Commission's preliminary findings, Complainant 2 raises a further contention being, that if the Commission accepts the Licensee's position that the odds were

the product of system error, it follows that the same error applied to losing wagers placed under identical market conditions. On that basis, the Complainant submits that to the extent the Commission declines to uphold the winning wager, it should direct that the stakes wagered on losing bets placed during the same error period be refunded.

31. The Commission has considered this argument but does not accept it. Clause 4.5 of the Licensee's terms and conditions specifically addresses the treatment of funds or winnings credited in error and provides for their reversal. Clause 6.2 addresses the resettlement of wagers affected by obvious pricing errors. Neither provision contemplates the payment of compensation or the refund of stakes in respect of losing wagers that were accepted and settled in the ordinary course, notwithstanding that the odds applicable to those wagers may have been generated by the same underlying error.

32. More fundamentally, a losing wager, whether placed at correct or incorrect odds, produces no entitlement to any return of stake under the applicable terms and conditions. The Complainant's argument would require the Commission to treat the pricing error as having produced a substantive entitlement that does not exist under the relevant terms and conditions. The Commission declines to do so.

33. The Commission also notes that the Licensee's decision to honour winning wagers settled prior to 17 April 2025 as a gesture of goodwill reflects an equitable approach to the circumstances of the error period. That gesture does not however, enlarge the Complainant's entitlements in respect of losing wagers.

Commission Considerations

34. In determining this complaint, the Commission has considered:

- <u>*The Existence of a Technical Error*</u>

  The Licensee has confirmed that a technical error occurred in the pricing of the relevant same game multi wagers. The error arose from a fault in the tool used to price 'Time of First Try' markets, which, when combined in a same game multi, resulted in illogical and materially inflated odds. The error was identified following a manual review of large returns on 17 April 2025 and a request for a technical fix was lodged that same day.

- <u>*Whether the Odds Were Incorrectly Published*</u>

  The odds of 26.00 and 34.00 offered on the same game multi implied probabilities of 3.85% and 2.94% respectively. These implied probabilities were materially lower than the likelihood suggested by recent match outcomes and historical data. The combined outcome in the Manly Sea Eagles' preceding match and historical results across rounds 1 to 6 indicate that early tries were uncommon in matches involving both teams.

  The underlying selections were correctly priced at 2.50 for '10-minute winning margin being a tie' and 2.05 for 'no try before 7 minutes 30 seconds'. Even on a hypothetical straight double basis, these selections would produce combined odds of 5.125 and given the positive correlation between the selections, an appropriate same game multi price would be lower than this figure.

  In this context, the odds offered of 26.00 and 34.00 materially overstated the true likelihood of the combined outcome and constituted a pricing error, with a price in the vicinity of 3.00 being more reflective of the outcome's true probability.

- *The Objective Standard for Identifying an Obvious Error and the Complainant's Subjective Experience*

  Complainant 2 has submitted, through a detailed personal account of their wagering history and by reference to the analogy of a gambler accepting unusually favourable odds on a well-credentialed racehorse, that they had no subjective reason to believe the odds offered were the product of a system error. The Complainant describes himself as an experienced sports and racing enthusiast who was familiar with the relevant markets and who had placed comparable bets over an extended period without any indication from the Licensee that anything was amiss. The Complainant argues that a reasonable person in their position would have placed the bets without suspecting an error.

  The Commission accepts that the Complainant placed these wagers in good faith and without any intent to exploit a known system vulnerability. The Commission further accepts that, from the Complainant's subjective perspective, there was nothing in their experience of the market that would have identified the odds as obviously incorrect.

  However, the relevant test under the Licensee's terms and conditions, and as applied consistently by the Commission and the former Commissions in the resolution of wagering disputes, is an objective one. The question is not whether a particular individual gambler subjectively identified an error, but whether the odds would have been apparent as erroneous to a reasonable person exercising ordinary wagering judgement at the time of wagering. This objective standard ensures consistency in the assessment of pricing disputes and avoids outcomes that would vary depending on the sophistication or knowledge of different gamblers.

  In the present matter, the Commission is satisfied that the odds of 26.00 and 34.00 were materially outside any reasonable range that could be expected for the same game multi constructed from the underlying selections. The underlying legs were individually priced at 2.50 and 2.05 respectively, and when considered together in a combined market of this nature, the resulting pricing would not reasonably be expected to produce the returns of the magnitude observed. The Commission is further satisfied that the odds offered were so far removed from a plausible pricing outcome that they would be regarded as erroneous by a reasonable bettor exercising ordinary care and judgment, irrespective of whether alternative market comparisons were available at the time.

  The absence of directly comparable pricing from other wagering operators does not alter this conclusion. While such comparisons may assist in some circumstances, the assessment in this matter is properly grounded in the internal consistency of the pricing of the relevant selections and the nature of their combination. On that basis, the Commission is satisfied that the odds were objectively erroneous and not reflective of a properly constructed market.

- *Past Wagering Activity*

  The pricing of the same game multi wagers was materially inconsistent with the underlying probabilities of the combined selections and their positive correlation, resulting in a significant disparity between the odds offered and the likely chance of the outcome.

While similar wagers had previously been accepted at comparable odds, those wagers occurred during the same period in which the pricing error was later identified and were settled by the Licensee at the inflated prices as a gesture of goodwill.

In the circumstances, this history does not establish that the prices were accurate. The prior acceptance of wagers at erroneous odds does not cure the underlying error, nor does it prevent the Licensee from relying on its terms and conditions when an error is ultimately identified.

- *The Timing of Identification of the Alleged Error*

  The error was identified by the Licensee through a manual review of large returns on 17 April 2025 and was addressed promptly. A technical fix correcting the pricing logic was deployed on 28 April 2025 and monitoring and validation controls have been maintained to prevent recurrence.

- *Consistency with Relevant Regulatory Decisions*

  Decisions of the former Northern Territory Racing Commission concerning pricing errors including *L v Sportsbet*, *B v BetEasy*, *Various v GVC*, *Various v Sportsbet (AFL +/- 40 disposals)* and *W v MoneyBall*, consistently applied the principle that a pricing error may be relied upon by a Licensee where the odds offered were materially outside a plausible market range and would have been apparent to a gambler exercising ordinary wagering judgement at the time of wagering.

  By contrast, *Various v Sportsbet* reached a different conclusion because, on the facts, the odds were generous but fell within a range that could have reasonably existed in ordinary market conditions, and a gambler could not have been expected to recognise an error.

  The current matter under consideration aligns with the group of decisions in which the odds were objectively implausible. The same game multi odds were materially above any reasonable combined price derived from the correctly priced underlying selections and their positive correlation produced implied probabilities inconsistent with the true likelihood of the outcome. Given this, the cited decisions support the conclusion that the odds on offer in this matter constituted an obvious pricing error.

- *Applications of the Relevant Terms and Conditions*

  Clause 4.5 of the Licensee's 'Betting Procedures' provides that any funds or winnings credited to a customer account in error are not available for use and may be withdrawn or reversed by the Licensee, either at the time or retrospectively. Clause 6.2 of the 'Use of the Website' section addresses incorrect pricing, providing that where an obvious error is identified, wagers may be settled at the Licensee's revised price with wagers voided only where the price is less than 1.001.

  In the current matter, the same game multi wagers were initially settled at odds materially inconsistent with the true likelihood of the combined outcome. In accordance with clause 4.5 and 6.2, the Licensee was entitled to adjust the settlement of affected wagers to reflect the correct odds derived from the underlying selections and their correlation.

  Any winnings previously credited to the Complainants' accounts as a result of the error were appropriately reversed and the wagers were resettled at the revised price. These actions were consistent with the terms and conditions published to customers and represent a reasonable method for rectifying the pricing error.

Findings

35. The Commission makes the following findings:

- the existence of a technical error is acknowledged;
- the same game multi odds of 26.00 and 34.00 materially overstated the probability of the combined outcome, with implied probabilities of 3.85% and 2.94%;
- the underlying selections were correctly priced at 2.50 (10-minute winning margin being a tie) and 2.05 (no try before 7 minutes and 30 seconds), with a correlated same game multi price closer to 3.00;
- the offered same game multi odds materially exceeded any reasonable combined price derived from the correctly priced underlying selections and their correlation, producing probabilities inconsistent with the true likelihood;
- the applicable standard for identifying an obvious pricing error is objective; the subjective belief or good faith of the Complainants, including the unfamiliarity with the error, does not alter the assessment of whether the odds were objectively implausible by reference to ordinary wagering judgement;
- the absence of comparable market products offered by competing operators does not alter the objective implausibility of the odds, which is established by reference to the correctly priced underlying selections and their positive correlation;
- similar wagers placed during the same period where the technical error was in effect, were paid at inflated prices as a gesture of goodwill, which does not confirm the original odds were correct;
- the Complainant's contention that stakes lost on wagers placed during the error period should be refunded is not established; losing wagers produce no entitlement to a return of stake under the applicable terms and conditions;
- the error was identified and corrected by the Licensee;
- prior decisions of the former Commissions confirm pricing errors can be relied upon where odds are materially outside a plausible market range; and
- under clause 4.5 and 6.2 of the Licensee's terms and conditions, the Licensee was entitled to reverse erroneously credited winnings and settle wagers at the revised price.

Decision

36. For the reasons set out above, the Commission has determined, pursuant to section 224(2)(a)(ii) of the Act, to take no action in relation to the complaints, being satisfied that there are no grounds or evidence to justify taking action.

37. The Commission is satisfied that the Licensee acted in accordance with its published terms and conditions when it reversed winnings that were erroneously credited and resettled the affected same game multi wagers at the corrected odds. In those circumstances, there is no action available to the Commission under section 224(2)(b), (c) or (e) of the Act that would be appropriate or warranted.

38. The Licensee's actions were a reasonable and proportionate response to an obvious pricing error and there is no evidence of any breach of the Act or of the conditions of the licence.

NOTICE OF RIGHTS

39. Section 239(1)(g) of the Act sets out when a decision or action by the Commission under section 224 of the Act is reviewable by the Northern Territory Civil and Administrative Tribunal (NTCAT). Where a right of review arises, the relevant Complainant or the Licensee may apply to NTCAT for a review of this decision within 14 days of receipt of this Decision Notice.

40. A right of review arises where the amount of the wager subject of a complaint exceeds $500 or the amount of the payout on the wager exceeds $20,000, being the amounts prescribed by regulation for the purposes of section 239(1)(g)(i) and (ii) respectively.

41. Of the three complaints the subject of this decision, a right of review arises in respect of Wager 2, the stake for which was $1,000. The Complainant in respect of Wager 2 and the Licensee, accordingly, have the right to apply to NTCAT for a review of this decision. No right of review arises in respect of Wagers 1 and 3, as neither the stake nor the payout on those wagers meet the prescribed thresholds.

Cindy Bravos
Deputy Chair
Northern Territory Wagering Commission

On behalf of Commissioners Bravos, Curnow and Perrin