

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr D
Licensee:	CrownBet
Proceedings:	Pursuant to Section 85(4) of the <i>Racing and Betting Act</i> – Referral of dispute to Racing Commission for determination
Heard Before: (on papers)	Alastair Shields (Chairperson) Amy Corcoran (Member) James Pratt (Member)
Date of Decision:	6 December 2018

Background

1. On 21 January 2018 pursuant to section 85 of the *Racing and Betting Act* (the Act), the Complainant made a complaint to the effect that the Licensee had failed to properly follow the correct procedures for a number of live bets placed by the Complainant with the Licensee in the period December 2017 to January 2018.
2. The Complainant stated that with 33 live bets placed by him in this period, the exact bet was not repeated back to him for him to confirm his acceptance of the bet. To quote from the written complaint: “the compliance was not followed for most if not all my bets in live betting. I would call in I would request \$8000 on this code – the agent would say okay \$8000 has been placed at 1.87 is there anything else? They never repeated the exact bet”.
3. Following a number of email exchanges with Commission staff, the Complainant amended the complaint so that it deals with the following two bets placed by telephone:
 - a. 16 December 2017 - New Orleans Pelicans v Denver Nuggets (Bet ID: XXXX) - the bet was Denver Nuggets (+9.5) at \$1.90 @ \$8,539.20 – this bet was a winning bet and returned \$16,224.48, a profit of \$7,685.28; and
 - b. 18 January 2018 - Darussafaka v Alba Berlin (Bet ID: XXXX) – the bet was Darussafaka (+0.5) at \$1.97, first half handicap @ \$8,000.00 – this bet was a losing bet.
4. The essence of the Complainant’s complaint is that he states that the Licensee did not comply with a requirement for the Licensee to repeat telephone bets back to the Complainant and seek confirmation that they are correct prior to placing a valid bet.
5. The telephone transcript for the first bet, placed on 16 December 2017, indicates the following:

The Complainant calls the bookmaker and places a bet on the Denver Nuggets (+9.5) at \$1.90 in the amount of \$8,539.20. During the phone call the bet details were read back to the Complainant by the operator, the Complainant says “yep”

confirming the bet and terminated the call shortly after the operator advised that the bet is processing.

6. The telephone transcript for the second bet, placed on 18 January 2018, indicates the following:

The Complainant called the bookmaker to place a bet on a European basketball match. The market was read to the Complainant who asked to place a bet of \$8,000. The operator confirmed the bet details "\$8,000 on first half handicap, Darussafaka +0.5 at \$1.97". The Complainant did not disagree with the bet details and terminated the call.

7. The Complainant initially sent an email to the Licensee seeking a refund of all of his deposits made between December and January, of around \$114,331.50, on the basis that none of the bets made by him were lawful bets, due to the failure of the Licensee to comply with the requirement to repeat telephone bets back to the Complainant before accepting them.
8. Following an exchange of emails between the Complainant and the Licensee concerning the issue, on 18 January 2018 the Licensee offered to cancel losing bet IDXXXX, and return the \$8000 stake into the Complainant's account, but only if the winning bet IDXXXX was also cancelled, leaving a net balance adjustment into the Complainant's account of \$314.72 in the Complainant's favour.
9. By email dated 18 January 2018, the Complainant indicated to the Licensee "Thanks for that happy to proceed", indicating his acceptance of the proposal put by the Licensee. Accordingly, the Licensee cancelled both bets and returned \$314.72 into the Complainant's betting account.
10. The Complainant now seeks reinstatement of the winning bet IDXXXX.
11. The Licensee argues that:
 - a. All of the 33 bets the subject of the original complaint are valid;
 - b. The complaint is made on an erroneous understanding of the requirements for telephone betting;
 - c. The offer by CrownBet to cancel two bets and credit the Complainant with \$314.72 was made as a show of good faith when the Complainant was not entitled to anything; and
 - d. The Complainant is a repeat complainer who seeks to rely on technical arguments.

Consideration of the Issues

12. It is a requirement of each Sports Bookmaker's licence that the Bookmaker establishes a detailed set of Terms and Conditions which govern the contractual relationship between both parties when an account is opened and each time a wager is struck. By opening the account the Complainant has agreed to the Terms and Conditions published on the Bookmaker's website.

13. The following condition from CrownBet's website is directly relevant to the dispute under consideration: "When You use a telephone to make a bet on Your Account, You will be held responsible for quoting Your correct Account details. When You place a bet via the telephone, the details of the bet will be read back to You by Us. Bets made via telephone will be considered to have been accepted by Us when You indicate that You agree with a bet after it has been read back to you by Us, or, if You do not disagree with the bet details after We have read them back to You, before the telephone call ends. If a telephone conversation between You and Us is interrupted prior to the conclusion of a conversation in which You are placing a bet or bets, any bets that were not considered accepted by Us according to the above methodology will be deemed not to have been placed. If a telephone conversation is so interrupted, it is Your responsibility to contact Us to confirm that any bets placed in that conversation have been placed."
14. It is clear from a plain reading of this condition that the requirement is not for the "exact bet" to be read back to the client, but rather sufficient information about the bet that is proposed to be placed for the client to understand the proposed bet, and to determine whether she or he wishes to proceed. In order for the bet to be placed after sufficient information is provided, the client must either indicate that she or he agrees with the bet, or alternatively must not disagree with the bet before the telephone call ends.
15. The Commission is satisfied that this requirement was met in respect of the two bets described in paragraph 3 above. In respect of the first bet, the Complainant indicated "yep" before the call was terminated, and in respect of the second bet, the Complainant did not disagree before the bet was terminated.
16. Because the complaint was amended to exclude the other 31 bets placed in the December 2017/January 2018 period, the Commission is not required to determine the validity of these remaining bets, however the Commission notes that it is not aware of anything to suggest that any of these bets were not lawful bets.

Decision

17. In accordance with Section 85 of the *Racing and Betting Act*, the Commission determines that each of the two bets in question, namely Bet ID: XXXX placed on 16 December 2017 in the sum of \$8,539.20, and Bet ID: XXXX placed on 18 December 2017 in the sum of \$8,000.00 were lawful bets.

Review of Decision

18. Section 85(6) of the Act provides that a determination by the Commission of a dispute referred to under subsection (1) shall be final and conclusive as to the matter in dispute.



Alastair Shields
Chairperson

6 December 2018