

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr W
Licensee:	BetEasy
Proceedings:	Pursuant to section 85(2) of the <i>Racing and Betting Act</i> – Referral of dispute to Racing Commission for determination
Heard Before: (on papers)	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Mr Allan McGill
Date of Decision:	17 May 2019

Background

1. On 6 October 2018, pursuant to section 85(2) of the *Racing and Betting Act* (the Act), the complainant lodged a gambling dispute with the Northern Territory Racing Commission (the Commission) against the licensed sports bookmaker, BetEasy.
2. The complainant advised the Commission that he considers that he was misled into placing the last leg of a six leg multi bet as a result of BetEasy incorrectly naming a team in an ice hockey match that was the subject of his selection.
3. The complainant is seeking for BetEasy to void the last leg of the multi bet and re-result the multi bet as a winning bet on the basis that all other legs of the multi bet were successful.
4. In response to the dispute, BetEasy advised the Commission that it considers that there was no ambiguity as to the match that the complainant was betting on and that the result of the multi bet should stand.
5. The Commission has been advised by BetEasy that had the last leg of the multi bet been voided by BetEasy, the complainant's return on the bet would have been \$7,080.13.
6. Information relevant to this dispute was gathered from both parties by Licensing NT betting inspectors appointed by the Commission and provided to the Commission to consider the dispute on the papers.

Consideration of the Issues

Complainant's Dispute

7. The final leg of the complainant's six leg multi bet involved an ice hockey match in the Supreme Hockey League (VHL) listed as a betting market by BetEasy as an ice hockey match being played between Metallurg Novokuznetsk and HC Kunlun Red Star II on 4 October 2018.

8. The complainant advised the Commission that the game was actually played between Metallurg Novokuznetsk and KRS-ORG and not HC Kunlun Red Star II. The complainant states that HC Kunlun Red Star II is not only a different team but a completely different club.
9. To support this view, the complainant has provided the Commission with several website links, being links to:
 - a. the official website for the competition at <http://ww.vhlru.ru/en/calendar/>
 - b. Sofascore (a widely used app that provides live scores for more than 500 worldwide soccer leagues, cups and tournaments) at <https://www.sofascore.com/metallurg-novokuznetsk-krs-org/KDbsUIfc>
 - c. a Yutang Sports media article (Yutang Sports is a sports market intelligence and sports marketing company that provides business news on the sports industry in China) at <http://mobile.ytsports.cn/news-4611.html>
10. The Commission has reviewed each of these website links and notes that:
 - a. the teams listed on the official website for the VHL include the team named Metallurg which is based in Novokuznetsk, Russia as well as the team named KRS-ORG which is based in Beijing China. The VHL team list does not include a team named HC Kunlun Red Star II;
 - b. the teams listed on Sofascore for the VHL include Metallurg Novokuznetsk and KRS ORG. The teams listed by Sofascore for the VHL do not include a team named HC Kunlun Red Star II;
 - c. the Yutang Sports article dated 2 August 2018 is titled 'HC Kunlun Red Star sets up new ice hockey team KRS-ORG with A.Z Sports'. The article states that the Chinese ice hockey club HC Kunlun Red Star (who play in the Kontinental Hockey League) in collaboration with Org Packaging's subsidiary A.Z Sports agreed to co-establish a new ice hockey club named KRS-ORG. The article advises that KRS-ORG will play in the Silk Road Supreme Hockey League which is to be a new ice hockey league in China which was due to have its first season commence in September 2018. The article states that the new league will also have a number of teams in it that at the time of the article, play in the VHL. The article states that KRS-ORG will function as a centre for testing and training potential talent for the HC Kunlun Red Star team.
11. The complainant also provided the Commission with a screenshot of a results page from another Northern Territory licensed sports bookmaker which showed the results of a VHL ice hockey match between Metallurg Novokuznetsk and KRS Heilongjiang played on 4 October 2018.
12. In summarising the above supporting information provided by the complainant as detailed at paragraph 9 to 11 above, the Commission notes that the complainant has provided it with evidence that:
 - both the VHL official website and Sofascore list KRS-ORG as a participating team in the VHL but do not list a team by the name of HC Kunlun Red Star II;

- a Chinese sports' news company reported that KRS-ORG was established by HC Kunlun Red Star in collaboration with an ORG Packaging's subsidiary to play in a new ice hockey league by the name of Silk Road Supreme Hockey League; and
 - another Northern Territory licensed sports bookmaker had resulted a VHL betting market on the same day where a team by the name of KRS Heilongjiang (not KRS-ORG or HC Kunlun Red Star II) had played against Metallurg Novokuznetsk.
13. Based on the above, the complainant advised the Commission that he is of the view that HC Kunlun Red Star II is not the same team as KRS-ORG and that he considers that he was misled into placing the last leg of a six leg multi bet as a result of BetEasy's incorrect naming of the team that was the subject of his selection.

BetEasy Response

14. In response to the complainant's dispute, BetEasy advised the Commission that it considers that there was no ambiguity as to the match that the complainant was betting on and that the result should stand.
15. BetEasy does not dispute that the final leg of the complainant's multi leg bet involved an ice hockey match in the VHL listed by BetEasy as being played between Metallurg Novokuznetsk and HC Kunlun Red Star II (and not KRS-ORG) on 4 October 2018. BetEasy advised the Commission that for the complainant's bet to be a winning bet, the total goals in the match needed to be less than 6.5.
16. BetEasy provided the Commission with a screenshot of the final score in the ice hockey match that it states was posted by the official website of the VHL. This screenshot shows that Metallurg Novokuznetsk defeated KRS-ORG, nine goals to zero. As a result, BetEasy advised the Commission that the complainant's bet was resulted as a losing bet.
17. In response to the complainant's claim that the losing team was incorrectly listed by BetEasy in that the team playing was KRS-ORG and not HC Kunlun Red Star II, BetEasy initially advised the Commission that, "*KRS-ORG is the abbreviation for the Russian team name. The KRS component stands for Kunlun Red Star, and the ORG represents a corporate partner to the team (Org Technology Co., Ltd)*".
18. BetEasy further advised the Commission that the "*...Kunlun Red Star team is the only team of that name that plays in the VHL*".
19. BetEasy advised the Commission that they consider that there is no doubt as to what match the complainant was betting on as the match that the complainant selected for the last of the complainant's six leg multi bet was clearly presented on the BetEasy app and website as a:
- a Russian Ice Hockey match;
 - in the VHL ice hockey league;
 - on 4 October 2018;
 - between Metallurg Novokuznetsk and the Kunlun Red Star side.

20. BetEasy advised the Commission that in its view, these details clearly identify the match as being the same match as listed on the official VHL website and Sofascore and that the match that the complainant was betting on was clearly known to the complainant at the time he placed his bet.
21. In addition, BetEasy stated to the Commission that it:
- ...must also be noted that there is rarely complete uniformity in the way team names from non-english speaking countries are translated. Provided that the event is clearly communicated to customers, which is the case in this instance, operators cannot be held at a disadvantage on technical arguments that the English translation used by the operator doesn't match another translation known to the customer.
22. Following the provision of the above information to the Commission by BetEasy, a Licensing NT betting inspector sought further clarification from BetEasy as to the complainant's claim that KRS-ORG is a different team than HC Kunlun Red Star II. In response, BetEasy advised the Commission that:
- Kunlun Red Star is a Chinese hockey club that plays in the Kontinental Hockey League (KHL);
 - Kunlun Red Star set up an affiliate club, Kunlun Red Star Heilongjiang that plays in the Supreme Hockey League (VHL). The two teams share the "Kunlun Red Star" name, but play in separate leagues;
 - Kunlun Red Star Heilongjiang is also known as KRS-ORG (with the ORG representing the club's major sponsor);
 - The club's actual name is in Chinese Hanyu Pinyin (romanised Chinese) is Heilongjiang K nílún Hóng ng.
23. From the further response provided by BetEasy as detailed in the preceding paragraph, it would appear that whilst BetEasy initially advised the Commission that KRS-ORG was an abbreviation for the team named HC Kunlun Red Star II (as detailed in the BetEasy response at paragraph 17), BetEasy later informed the Commission that Kunlun Red Star Heilongjiang which is also known as KRS-ORG is an affiliate club of HC Kunlun Red Star II and that whilst the two teams share the Kunlun Red Star name, the two teams play in different ice hockey leagues.
24. Whilst advising the Commission that BetEasy now considered that HC Kunlun Red Star II and KRS-ORG are different teams playing in different leagues, BetEasy also submitted to the Commission that the complainant is *"...attempting to create a technical loophole and recover winnings to which he is not entitled based on language translation."*
25. BetEasy has advised the Commission that whilst there may be inconsistencies in the translation of team names when advertising a market, in this particular case they are of the view that the complainant knew what match he was placing a bet on as the market was listed as a match being played in the VHL, that HC Kunlun Red Star II plays in a different ice hockey league, that there is no dispute as to the identity of the opponent Metallurg Novokuznetsk who also only play in the VHL and that the

VHL fixture for that day showed that the two teams were playing against each other on the day of the bet.

26. BetEasy further stated that:

There is no doubt that this match was the match being bet on by the customer. Listing the name as Kunlun Red Star II (to identify it as a different team to the Kunlun Red Star that plays in the KHL) does not render all bets on this match void.

Commission Considerations

27. In reviewing the information before it, the Commission has formed the view that it is clear that HC Kunlun Red Star II is an ice hockey team that plays in the Kontinental Hockey League (KHL) whereas KRS-ORG is a different ice hockey team that plays in the VHL. The Commission does not accept the proposal put before it by BetEasy that the listing of HC Kunlun Red Star II instead of KRS-ORG was due to language translation issues.
28. BetEasy advertised the betting market as an ice hockey match being played in the VHL between Metallurg Novokuznetsk and HC Kunlun Red Star II on 4 October 2018 whereas in fact the match was being played between Metallurg Novokuznetsk and KRS-ORG on the same date. That being the case, the Commission is of the view that BetEasy incorrectly listed the fixture by listing an incorrect team name.
29. The question before the Commission therefore is whether BetEasy should void the last leg of the complainant's bet given that the fixture in the Commission's view was incorrectly listed on BetEasy's website and app.
30. Sports bookmakers licensed in the Northern Territory promulgate a comprehensive set of terms and conditions for wagering which both the sports bookmaker and the sports bookmaker's customer are bound by when an account is opened and each time a bet is struck. These terms and conditions operate to ensure legislative compliance and the commercial efficacy of the business model of the sports bookmaker.
31. During the course of the investigation into this dispute, the Commission queried BetEasy as to which of their terms or conditions they were relying on to outcome the complainant's bet as a losing bet. BetEasy advised the Commission that they were relying on Sports Rule 4 and Sports Rule 28 which state:

4. Official Results/Dead Heats

An official result for a particular event (*'Official Result'*) is final for the purposes of Us determining the outcomes of bets and distribution of dividends (*'Settlement'*)...

An Official Result is the result reported by the official governing body for a particular sport...

and

28. Ice Hockey

a. Bets Settlement

All bets on ice hockey matches will be settled on the official results and statistics provided by the relevant league's governing body.

32. BetEasy advised the Commission that in accordance with BetEasy Sports Rules 4 and 28, the sixth leg of the complainant's multi bet "...was resulted in accordance with the official result for the match as announced by the Governing Body, the Supreme Hockey League (VHL)..."
33. In this respect, the Commission does not dispute that Metallurg Novokuznetsk was announced by the VHL governing body as the winner of the VHL match by nine goals to zero. The Commission does however note that the BetEasy response as to which terms and conditions it was relying upon to outcome the complainant's bet as a losing bet does not address the issue of what action BetEasy has contracted with its customers that it will take should it list the teams playing in an ice hockey match incorrectly.
34. To some extent this is not surprising to the Commission given that when reviewing BetEasy's terms and conditions, the Commission notes that the only terms and conditions relating to what should occur when fixtures are incorrectly listed, are those relating to betting on Esports. In these cases, BetEasy's Sports Rule 22 states that BetEasy will void a bet where it is obvious the fixture is listed incorrectly on the BetEasy website or app. The BetEasy terms and conditions provide an example of this as being when "...an incorrect team or player name is listed..." This rule further states that:
- If the name of a player/team is misspelled, all bets will stand where it reasonably practicable that the misspelled player/team name refers to the correct player/team.
35. Whilst this rule has not been replicated by BetEasy in its terms and conditions that relate to betting on ice hockey or any other team based sport for that matter, the Commission is of the view that the general principle of a bet being voided when a fixture has been incorrectly listed on the BetEasy app or website should apply across all sports team betting markets.
36. The Commission is not of the view that the name of the team was misspelled (or affected by a language translation error as initially claimed by BetEasy), but it is of the view that BetEasy incorrectly listed a team that was not playing in the match. In this respect, the Commission is also not of the view that this can be considered to be a palpable error as the error does not involve an error in the pricing of the bet.
37. As such, the Commission is of the view that the bet placed by the complainant on the match listed by BetEasy as being between Metallurg Novokuznetsk and HC Kunlun Red Star II should be voided.
38. Had the bet been a single bet, the Commission would expect BetEasy to void the bet and return the stake to the complainant. However, this matter involved a six leg

multi bet with the sixth leg being the leg in dispute. Up until this leg, the complainant's selections throughout the multi bet had been successful.

39. A multi bet is a bet type whereby the bettor can combine a series of single bets into one bet with the odds multiplying with each additional bet. Each time a leg is successful, the dividend and original bet from that leg are bet on the next leg. The more legs in a multi bet, the larger the dividend will be.
40. Rule 6 of the BetEasy terms and conditions refers to how BetEasy will deal with multi bets. Whilst not dealing specifically with incorrectly listed fixtures or events, Rule 6 does state that:

If a Selection is scratched, abandoned, or does not start for any reason, We may recalculate the final dividend excluding that leg if the leg is not for an "All In" betting event.
41. The Commission also notes that throughout the BetEasy terms and conditions that a general theme flows through that where an event forming part of a multi bet is abandoned, is re-scheduled after a certain period of time or the venue is changed, the bet on that event is voided and that BetEasy does not void the entire multi bet but recalculates the multi bet excluding the voided leg. The Commission however notes that the BetEasy terms and conditions do not specifically refer to what BetEasy will do in circumstances where the event has been incorrectly listed (excepting for in Esports as noted at paragraph 34 above).
42. As noted at paragraph 5 above, BetEasy advised the Commission that had the last leg of the multi bet been voided, the complainant's return on the bet would have been \$7,080.13 (although an earlier response from BetEasy indicated that the complainant would have received a return of \$7,007.52).

Decision

43. The Commission is satisfied that BetEasy incorrectly listed the VHL fixture being played between Metallurg Novokuznetsk and KRS-ORG as being played between Metallurg Novokuznetsk and HC Kunlun Red Star II.
44. The Commission does not accept the proposal put before it by BetEasy that the listing of HC Kunlun Red Star II instead of KRS-ORG was due to language translation issues.
45. The Commission is satisfied that it is clear that HC Kunlun Red Star II is an ice hockey team that plays in the KHL whereas KRS-ORG is an ice hockey team that plays in the VHL. It is clear to the Commission that these teams are two separate and individual teams.
46. The Commission does not agree with the BetEasy submission that regardless of whether it names teams correctly or not in fixtures that it sets a betting market on, that BetEasy customers will be aware of what match they are placing a bet on. In this respect, the Commission supports the approach taken by BetEasy in relation to its Esport betting in that BetEasy will void a bet where it is obvious the fixture is listed incorrectly on the BetEasy website or app.

47. On the weight of the evidence before it and as detailed above, the Commission is of the view that the bet that the complainant placed with BetEasy on the match played by Metallurg Novokuznetsk and KRS-ORG on 4 October 2018 but incorrectly listed by BetEasy as a match being played between Metallurg Novokuznetsk and HC Kunlun Red Star II should be voided.
48. It is the view of the Commission that in the case where any bets struck with BetEasy relate to a leg within a multi bet, then that leg should be voided and the multi bet recalculated excluding the voided leg. As such, the Commission has formed the view that the last leg of the complainant's multi bet should be voided and that BetEasy should pay out the complainant's multi leg bet which BetEasy have advised the Commission would be in the amount of \$7,080.13.

Review of Decision

49. Section 85(6) of the Act 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
Chairperson
Northern Territory Racing Commission

17 May 2019