

NORTHERN TERRITORY RACING AND WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

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 N
LICENSEE:	Sportsbet Pty Ltd
HEARD BEFORE: (on papers)	Mr Scott Perrin (Presiding Member) Ms Susan Kirkman Mr Ian Curnow
DATE OF DECISION:	19 June 2026

DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that **Sportsbet Pty Ltd (Sportsbet)** has, in relation to its dealings with the Complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Betting Act 1983 (the RBA)*, its licence conditions, and the relevant Codes of Practice that were in effect at the time of the events the subject of this gambling dispute.
2. The Commission has determined that the wagers placed by the Complainant through the use of a wagering account with Sportsbet between 8 September 2020 and 7 November 2024 were lawful.

REASONS

Background

The Licensee

3. Sportsbet is currently authorised by the Commission to conduct the business of a sports bookmaker.
4. Sportsbet was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission (**former Commission**) under the licensing regime contained within the now repealed RBA. Under the transitional arrangements contained within the *Racing and Wagering Act 2024 (RWA)*, which commenced on 1 July 2024, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA.

The Complaint

5. On 15 November 2024, the Complainant lodged a complaint with the Commission in relation to his dealings with Sportsbet and specifically his ability to establish an account on 8

September 2020 despite having previously self-excluded from Sportsbet on 3 September 2017.

6. In the complaint, the Complainant stated that on 3 September 2017 he permanently closed his Sportsbet account. The Complainant also stated that he had, and used, a BetEasy account before this and that following the migration of active BetEasy accounts to Sportsbet in September 2020, he received an email from Sportsbet saying words to the effect of '*after careful consideration, we have decided to allow the BetEasy account to transfer to Sportsbet and accept you as a customer*'.
7. The Complainant acknowledged that he gambled with Sportsbet until 7 November 2024 when he was logged out and unable to log in. The Complainant noted that he rang Sportsbet and was told his account had been made inactive due to his account closure. The Complainant also noted that he had made no application/submission to close his account (apart from the previous one about ten years ago) and had no idea why his account was closed.
8. The Complainant sought return of his total losses of \$5,800.12 incurred over the period of his Sportsbet account, and the prosecution of Sportsbet for allowing him to gamble after he previously self-excluded from them.

Sportsbet Response to the Complaint

9. In response to the complaint, Sportsbet advised that the Complainant originally created an account with Sportsbet on 8 August 2008 which the Complainant permanently self-excluded on 3 September 2017. On 14 April 2020, the former Commission approved the merger between Flutter Entertainment and The Stars Group, incorporating BetEasy and Sportsbet, subject to all regulatory and other approvals being obtained.
10. Following the merger, it was determined that active customers of BetEasy would migrate on to the Sportsbet platform. On 1 May 2020 and 10 June 2020, Sportsbet provided correspondence to the former Commission outlining a proposal to migrate customers who had active accounts with BetEasy, including provisions for some customers who had previously permanently self-excluded with Sportsbet.
11. In considering arrangements and timing for the migration of BetEasy customers to the Sportsbet platform, the former Commission noted this included eligibility requirements for migrating BetEasy customers that had previously permanently self-excluded from Sportsbet and the mitigation of any responsible gambling risks. The eligibility criteria and migration process included:
 - a) Reviewing the BetEasy customer database to identify customers who had permanently self-excluded from Sportsbet prior to December 2019 and have been active customers at BetEasy since December 2019.
 - b) If these identified customers were assessed as being relatively inactive (having made less than 50 bets since December 2019) they would not be offered to migrate their account on to the Sportsbet platform.
 - c) The active BetEasy customers (who had made 50 or more bets since December 2019) will have their account activity reviewed by a Responsible Gambling Officer for any Red Flag behaviours. If, upon review, the Responsible Gambling team determine that a customer's behaviour in all the circumstances poses a sufficient risk of gambling harm, the BetEasy account will not be migrated and will be closed.

- d) Following the Responsible Gambling review and prior to migrating the BetEasy account, eligible customers will be asked whether they would like to migrate their account on to the Sportsbet platform or continue their permanent self-exclusion with Sportsbet.
- 12. Sportsbet advised that in accordance with the merger process, the Complainant's BetEasy account was manually reviewed by a Responsible Gambling Officer, was determined low risk, and an email was sent to the Complainant to confirm his eligibility to migrate.
- 13. The Complainant completed migration by logging into the BetEasy app on 8 September 2020 and confirming his choice to migrate to the Sportsbet platform. The Complainant's account was then migrated to the Sportsbet platform including his balance previously held with BetEasy.
- 14. On 9 September 2020, the Complainant began wagering on the account that he had consented to migrate.
- 15. On 8 November 2024 Sportsbet advised that the Complainant's account was routinely reviewed and accidentally closed due to a misunderstanding by a staff member regarding the specifics of the merger between BetEasy and Sportsbet.
- 16. This gave rise to the Complainant lodging a complaint and, as a result of the complaint being lodged, Sportsbet opted to not reopen the Complainant's account.

Commission Hearing

- 17. The Complainant lodged a complaint in accordance with section 224 of the *Racing and Wagering Act 2024* (the RWA) on 15 November 2024, however it relates to matters which occurred prior to the commencement of the RWA.
- 18. The RBA was repealed upon commencement of the RWA on 1 July 2024. The transitional arrangements in section 310(4) of the RWA do not apply to this complaint, because it was not under consideration by the Commission when the RWA commenced on 1 July 2024. The complaint has therefore been investigated and determined using the practice and procedure established by the RWA.
- 19. 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 Sportsbet.
- 20. As a matter of procedural fairness to the Licensee and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. No response was received from either party.

Consideration of the Issues

- 21. The Complainant alleges he should not have been able to migrate his BetEasy account to Sportsbet as part of the Sportsbet/BetEasy merger in September 2020, as he had previously self-excluded from Sportsbet in September 2017.

Self-Exclusion

- 22. Self-exclusion is a responsible gambling tool that assists customers to self-exclude themselves from their wagering account either for a set period of time or permanently. Once a customer has permanently self-excluded it should not be possible for the account to be re-activated or for a new account to be opened in the name of that customer for any reason.

23. As set out at clause 4.2(e) of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (2019 Code), which came into effect on 26 May 2019 and was approved by the former Commission to provide guidance to licensees on responsible gambling practices:

Where a person requests that they be permanently self-excluded for any reason or is permanently excluded by the online gambling provider due to problem-gambling concerns, the online gambling provider must not knowingly permit that person to re-open or open a new account.

24. Licence conditions attached for all sports bookmaker licences granted by the former Commission required licensees to comply with any Codes of Practice, including the 2019 Code.
25. It is not in dispute between the parties that an account in the name of the Complainant was opened with Sportsbet on 8 August 2008 and was closed following self-exclusion by the Complainant on 3 September 2017, and that the Complainant's BetEasy account was migrated to Sportsbet on 8 September 2017 and subsequently closed by Sportsbet on 8 November 2024.
26. The question for determination is whether Sportsbet contravened clause 4.2(e) of the 2019 Code by allowing the migration of the Complainant's BetEasy account when he had previously self-excluded with Sportsbet.
27. The Commission has noted that Sportsbet provided the former Commission with correspondence detailing its proposed migration process and the eligibility requirements that would be applied for existing BetEasy customers to migrate to the Sportsbet platform. This specifically included arrangements for customers who had previously self-excluded from Sportsbet, such as the Complainant.
28. From the information available, the Commission is satisfied that Sportsbet followed the migration process for BetEasy customers that it had submitted to the former Commission and correctly applied the relevant eligibility requirements when considering the Complainant's account.
29. On the basis that the Complainant was an active BetEasy customer and had not shown any red flag behaviour over the stipulated period, Sportsbet offered the Complainant the option to transfer his account over to the Sportsbet platform. Ultimately it was the Complainant who elected to migrate his BetEasy account to Sportsbet, and allow his account balance to be transferred over. The fact that the Complainant operated this account for four years without raising any concerns, and it was not until his account was inadvertently closed that he lodged a complaint, suggests the complaint was primarily made in response to his account being closed, initially in error, and then permanently following lodgement of the complaint.

Finding

30. For the complaint the subject of this decision notice, the Commission has determined that in relation to its dealings with the Complainant, Sportsbet acted in compliance with the regulatory environment imposed on it by the repealed RBA, its licence conditions and the relevant Codes of Practice that was in effect at the time of the events which are the subject of this gambling dispute.
31. Accordingly, the Commission finds that the allegation has not been substantiated and no breach of clause 4.2 of the 2019 Code is established.

32. The Commission has noted that the Complainant also alleged having an outstanding balance of approximately \$175 when the account was closed. The Commission considers that any outstanding account balance should be returned to the Complainant if not already done so.

Lawfulness of Wagers

33. As per the Commission's findings above, no breaches of legislation or associated regulatory instruments have been identified. At all times during its dealings with the Complainant, Sportsbet operated in accordance with its statutory and regulatory obligations and there is no evidence of non-compliance.
34. Accordingly, all wagers placed by the Complainant during the life of his Sportsbet account were lawful and were accepted and settled in accordance with the applicable legal and regulatory framework.

NOTICE OF RIGHTS

35. Pursuant to section 239(1)(g) of the Act, the Complainant or Licensee can request that certain decisions of the Commission be reviewed by the Northern Territory Civil and Administrative Tribunal (NTCAT) within 14 days of the date of receipt of this Decision Notice.



Scott Perrin
Presiding Member,
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Perrin, Kirkman and Curnow