

# NORTHERN TERRITORY RACING COMMISSION

## Reasons for Decision

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<b>Complainant:</b>	Mr T
<b>Licensee:</b>	Sportsbet Pty Ltd
<b>Proceedings:</b>	Pursuant to Section 85(4) of the <i>Racing and Betting Act</i> – Referral of Dispute to Racing Commission for Determination
<b>Heard Before: (on papers)</b>	Andrew Maloney (Presiding Member) David Loy James McNally
<b>Date of Decision:</b>	1 May 2018

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### Background

1. On 11 April 2017, pursuant to section 85 (4) of the *Racing and Betting Act* (the act) the complainant Mr T lodged a gambling dispute against Sportsbet (the bookmaker).
2. Mr. T placed a wager, via the telephone, on 2 April 2017, on the Port Adelaide v Fremantle AFL match.
3. The event was the halftime/fulltime double with four (4) markets open at the time of the client placing the wager.
4. The four (4) markets that were open at the time were:
  - a. Port Adelaide winning at halftime and Fremantle winning at fulltime;
  - b. Fremantle winning at halftime and Fremantle winning at fulltime;
  - c. Fremantle winning at halftime and Port Adelaide winning at fulltime; and
  - d. Any other result.
5. The client placed \$50.00 on “Any other result” (odds of \$501.00) and the wager was accepted by the bookmaker.
6. The bookmaker advised in its response that the Port Adelaide/Port Adelaide market at the time was less than \$1.01 as it was the most likely outcome for the match and that this was an obvious error on its part as this option was not displayed.
7. The client placed the wager over the telephone approximately 10 minutes before half-time in the match when the score was Port Adelaide 59 Fremantle 14.
8. The wager was accepted at the time by the bookmaker over the phone and confirmed back to the client.
9. The bookmaker submits that the odds for Adelaide winning at halftime and fulltime was less than \$1.01 and had removed that market.

## Consideration of the Issues

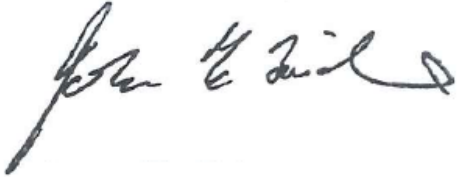
10. The primary issue for consideration by the Racing Commission (the Commission) in determining this dispute is whether the wager struck and accepted at the time between the client and the bookmaker should stand or be declared void as a wager made in obvious error.
11. The client's complaint is that for the AFL wager on offer in the Port Adelaide/Fremantle AFL match on 2 April 2017 he placed a bet over the phone on "any other result" at odds of \$501.00 by the bookmaker out of a possible four (4) market option. In support the bookmaker provided a copy of the phone call in which the wager was struck which confirms the placement of the \$50.00 bet by the client and the subsequent acceptance of the bet at odds of \$501.00.
12. Port Adelaide were in fact the winning team at halftime and went on to win the game at fulltime, which is not in dispute.
13. The four markets open to bet on at the time the client placed his bet did not include a specific market for Port Adelaide winning at half time and Port Adelaide winning at fulltime, unlike the same wagering option that was available for Fremantle winning at half time and Fremantle winning at fulltime, published at market option 2.
14. The result therefore necessarily falls into market number 4 on offer "any other result" there being no specific market otherwise set for this result. This is accepted by this Commission as being the case.
15. That said we must now look at whether the market set was set in error by the bookmaker as claimed.
16. The bookmaker has submitted in their responses that when "a price in the halftime/fulltime double market falls below \$1.01, the selection is suspended as was done in this case "Port Adelaide winning at halftime and Port Adelaide winning at fulltime" was suspended.
17. A screen shot of the displayed market taken by the client at the time of wagering showing the market referred to in paragraph 4 herein is not disputed.
18. The time of actual suspension of any specific doubles market for the game's eventual outcome is unclear but the Commission accepts and finds that it was not displayed at the relevant time of this client's wagering on market 4 "Any other result".
19. That said it is open on the evidence to find that the wager of \$50 at odds of \$501 on "Any other result" was published and accepted by the client at the time the telephone wager was placed. That wager included a winning doubles outcome not at the time excluded by the three other winning permutations on offer to clients.
20. Indeed, including the match result, a drawn half time/full time, draw half time/Fremantle winning full time, drawn half time/Port Adelaide winning fulltime or game abandonment would seem to be the other possible results that would fall into the market category 4 "Any other result" on offer at the time.

21. Only the bookmaker in this instance set the market for wagers offered to its clients on this AFL game. As such it is bound by its own market to honour invited wagers arising from what it offers unless contractual obligations entered into between Bookmaker and its client relieves the bookmaker of such responsibility.
22. In this regard we are referred to General Rule 90 of the bookmaker's terms and condition, as follows "correct any obvious errors and to void any bets where such (error) has occurred".
23. The bookmaker submits that their error in displaying the market in the manner displayed from which this client placed his wager, was and should constitute an "obvious error".
24. The bookmaker has elected not to advise when or for how long the Port Adelaide/Port Adelaide selection was displayed as a specific market nor have they stated at what time it was removed as a wagering market. At the time of placement of the wager the Commission accept that the client was not offered a specific market for this outcome other than under the general market for "Any other result".
25. An "obvious error" is one that is easily seen, perceived and recognised. It is apparent and self-explanatory and not difficult to discern. It must be manifest or "obvious error". Generosity of odds offered does not connote error. Indeed, clients are often persuaded to wager on the best or most generous odds offered by a bookmaker and that alone can be the determining factor of a client's selection and quantum of wager.
26. Knowing this it is reasonable that clients of the bookmaker should be able to rely on the bookmaker to furnish, update and correct information on its website which reflects the market on offer at any given time.
27. It cannot be fair for a bookmaker to publish odds or a market on an event and have the unilateral option of claiming a manifest or "obvious error" when an error results in a loss to the bookmaker. Bookmakers have the responsibility to set markets on events correctly and the staff and resources to ensure commercial mistakes are minimised.
28. When made as claimed in this case by the bookmaker but without an acknowledged mistake advantage being taken by its client the Commission will demand high standards of care from its regulated licensee and not permit a commercial advantage to be taken through use of a general rule when that standard is found wanting.

## **Decision**

29. In accordance with section 85 (4) of the Act and on the basis of the information provided in respect of the dispute and for reasons set out above, the Commission has determined to rule that the disputed bet was a lawful bet.

30. The Commission is of the view that whilst the bookmaker may not have intended for the Port Adelaide/Port Adelaide market to be caught up in its "Any Other Result" it has determined find the favour of the client for the reasons set out above
31. The Commission, in accordance with Section 85(4) of the *Racing and Betting Act*, determines that Sportsbet shall pay \$25,050 to the client, Mr T, being the amount subject of the disputed wager.



**John McBride**  
Chairperson  
Racing Commission

1 May 2018