

# NORTHERN TERRITORY RACING AND WAGERING COMMISSION

## DECISION NOTICE AND REASONS FOR DECISION

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<b>MATTER:</b>	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> )
<b>COMPLAINANT:</b>	Mr S
<b>LICENSEE:</b>	Viking Gaming Pty Ltd trading as VikingBet
<b>HEARD BEFORE: (on papers)</b>	Ms Cindy Bravos (Presiding Member) Ms Scott Perrin Mr Ian Curnow
<b>DATE OF DECISION:</b>	16 April 2026

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Viking Gaming Pty Ltd trading as VikingBet (**VikingBet**) 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 (RBA)*, its licence conditions, and the terms and conditions that were in effect at the time of the events the subject of this gambling dispute.
2. The Commission has determined that:
  - a) the wager placed by the Complainant on 12 November 2023 was lawful and appropriately settled;
  - b) the non-processing of a \$50,000 withdrawal request was correct as the Complainant's account balance at the relevant time was insufficient; and
  - c) the Complainant initiated a self-exclusion from accessing the wagering services of VikingBet on 13 November 2023.
3. Accordingly, the Commission is of the view that there are no grounds for any return of monies to the Complainant.

### REASONS

#### Background

##### The Licensee

4. VikingBet is currently authorised by the Commission to conduct the business of a sports bookmaker.
5. VikingBet was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission (**former Commission**) on 12 April 2023 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contained within the now repealed RBA.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contained within the *Racing and Wagering Act 2024 (RWA)*, which commenced on 1 July 2024, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA.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

6. On 15 November 2023, the Complainant lodged a complaint with the former Commission in relation to his dealings with VikingBet.
7. The Complainant alleges that on 12 November 2023, he attempted to withdraw \$50,000 from his wagering account but only received \$5,000. The Complainant submitted that VikingBet advised that he had wagered the majority of his account balance and had withdrawn the remaining \$5,000 amount in the account.
8. The Complainant also submitted that VikingBet advised that he had self-excluded from his account on 13 November 2023 however, he claimed he had no knowledge of doing so.

### Viking Response to the Complaint

9. In response to the complaint, VikingBet submitted that at 17:40 Australian Central Standard Time (ACST) on 12 November 2023, the Complainant placed a single win bet on a greyhound in Race 4 at Richmond.
10. VikingBet submitted that in line with industry practices, it initially settled the race based on the interim result at 17:44 ACST and paid out on the interim results.
11. Following a review by Greyhound Welfare and Integrity Commission (GWIC) Stewards after the conclusion of the race, in which Stewards determined that the presence of a rabbit near the fence had unfairly distracted a number of dogs in the race and they could not be confident that the placings were unaffected, the event was declared a 'No-Race' under Greyhound Australasia Rules 110 (5)(c) which states:

*If, in the opinion of the Stewards, any greyhound finishes 1st, 2nd, 3rd or 4th but as a result of an extraordinary circumstance/s its chances were materially prejudiced and finishes in a different position than it otherwise would have without the extraordinary circumstance/s, a No Race should be declared.*
12. Following the Steward's decision to declare a 'No-Race', all bets on the race were voided by VikingBet at 18:13 ACST and customer stakes were returned, including the bet/stake placed by the Complainant.
13. VikingBet submits that the declaration of the adjusted race result was done in strict adherence to its terms and conditions, specifically clause 29.4 and 30.2 of its Betting Rules which state that:
  - a) all racing bets will be settled as per the official decision of Stewards on race day; and
  - b) if a race meeting is abandoned, all single bets on the race meeting will be cancelled and the stake refunded.
14. Following the interim result, at 18:00 ACST (and prior to the bet being deemed void at 18:13 ACST) the Complainant submitted a withdrawal request for \$50,000 from his account.

15. As a consequence of the voided bet, the Complainant's account had insufficient funds to facilitate the withdrawal request of \$50,000. As a result, the withdrawal request was rejected by VikingBet the following morning at 09:29 ACST on 13 November 2023. VikingBet advised that the sum of \$41,180 was returned to the Complainant's account (being the \$50,000 withdrawal less the adjusted amount of \$8,820 in funds from the voided bet, which is the difference between the interim \$15,120 winnings less the \$6,300 wager).
16. VikingBet submitted that they attempted to notify the Complainant of these matters, firstly via a telephone call on 13 November 2023 at 09:30 ACST (but received no response to the call) and subsequently, via an email (at 09:38 ACST on 13 November 2023) explaining the voiding of the bet due to the race being declared a 'No Race' and the subsequent rejection of his withdrawal due to insufficient funds. Evidence provided by the bookmaker suggests that the Complainant did not view this email until 15 November 2023.
17. The Complainant later made a successful withdrawal of \$5,000 at 12:28 ACST on 13 November 2023 and continued wagering until 21:05 ACST.
18. VikingBet also submitted that the Complainant self-excluded himself from VikingBet at 22:10 ACST, 13 November 2023 via VikingBet's online self-exclusion tools.

#### Commission Hearing

19. In accordance with the transitional arrangements contained at subsection 310(4) of the RWA, any matters under consideration of the former Commission that were not determined under the now repealed RBA before the commencement of the RWA, are to be determined by the Commission in accordance with the repealed RBA as if it was not repealed.
20. The complaint subject of this Decision was lodged on 15 November 2023 and had not yet been determined by the former Commission prior to the commencement of the RWA. Given this and in accordance with the transitional arrangements under the RWA, the Commission has determined to hear the dispute and make its determinations pursuant to subsection 85(4) of the RBA.
21. 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 VikingBet.
22. 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 comments were received by either party by the due date, and this decision notice has been finalised accordingly.

#### **Consideration of the Issues**

##### Voiding of greyhound wager

23. It is a requirement of the wagering operator's licence that they make available a detailed set of terms and conditions, which both parties are then held to 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 a sports bookmaker.
24. When a wagering customer opens an online betting account, they are assumed to have accepted the terms and conditions of the online wagering provider. This acceptance is usually part of the account registration process and through the actions of completing the registration process and creating an account, a wagering customer is considered to have

implicitly agreed to those terms and conditions, even if that customer chooses not to read those terms and conditions thoroughly, or not at all.

25. In dealing with the complaint, the Commission examined VikingBet's terms and conditions to understand the contractual agreement that was in place between VikingBet and the Complainant; and then assessed whether VikingBet applied these terms and conditions correctly and consistently in the specific case of this complaint.
26. VikingBet's Terms and Conditions at the time of the events subject of this complaint included the following:
  - a) *Clause 29.4: Bets will be settled as per the official decision of Stewards on race day. Where a runner is subsequently disqualified or paling amended at a later date for any reason, the official result as declared by the Steward on the day of the race will stand.*
  - b) *Clause 30.2: If a race meeting is postponed or abandoned, all single Bets on the postponed meeting are cancelled and stakes refunded. Affected Multi Bets will be recalculated excluding that leg.*
27. The Commission has reviewed the GWIC Stewards' report for Race 4 at Richmond on 12 November 2023 and confirms that as per VikingBet's submission, Stewards declared the race as a 'No-Race'.
28. The Commission therefore considers that the subsequent voiding of wagers by VikingBet, including the \$6,300 wager by the Complainant, was undertaken in accordance with its terms and conditions.

#### Cancellation of withdrawal request

29. Ultimately it was the 'No-Race' declaration that resulted in the Complainant's withdrawal request being rejected by VikingBet. The interim winnings, which would have amounted to \$15,120, was voided by VikingBet and consequentially there were insufficient funds available in the Complainant's account to process the withdrawal request for \$50,000.
30. The Commission notes that VikingBet attempted to contact the Complainant by telephone (at 09:30 on 13 November 2023) and as this was unsuccessful, subsequently sent an email at 09:38 to advise him of these circumstances. These actions are seen by the Commission as appropriate in the circumstances to advise the Complainant as to why the withdrawal had not been processed.
31. Account information provided by Viking Bet shows that the Complainant resumed betting with his account balance (which included the returned \$41,180) at 09:47 ACST on 13 November 2023.
32. The Commission does not accept that the Complainant may have continued to wager thinking these were 'additional' funds to the requested \$50,000 withdrawal amount. There remains a responsibility on a customer to keep track of their account balance and their wagering activity. Customer's accounts show the current balance available as well as details of prior bets and results. Customers are also able to separately check their own bank balance to determine whether funds have been transferred, which would be expected behaviour particularly where large amounts are to be transferred.
33. The Complainant's subsequent activity on his account also suggests he was aware of his available balance. His pattern of wagering and withdrawal activity demonstrates that he was monitoring his account funds and adjusting his betting and withdrawal requests accordingly,

including placing further wagers after submitting and cancelling withdrawal requests. This sequence of activity suggests that the Complainant understood the funds available in his account at the relevant times.

34. Based on the evidence available, the Commission is satisfied that the non-processing of the \$50,000 withdrawal request was correct due to insufficient funds in the Complainant's account.

#### Self-Exclusion

35. The Complainant claims he has no recollection of self-excluding from his VikingBet account. However, IP matching information provided by VikingBet confirms that the IP address used to initiate the self-exclusion was the same one from which material transactions on the account were conducted.
36. On the basis of available information, the Commission is satisfied that the Complainant self-excluded from his account with VikingBet at 22:10 ACST on 13 November 2023.

#### Findings

37. The Commission has determined that:
- a) in relation to its dealings with the Complainant, VikingBet acted in compliance with the regulatory environment imposed on it by the RBA, its licence conditions and its own terms and conditions that were in effect at the time of the events which are the subject of this gambling dispute;
  - b) the wager placed by the Complainant on 12 November 2023 was appropriately settled;
  - c) the non-processing of the \$50,000 withdrawal request was correct as the Complainant's account balance at the relevant time was insufficient; and
  - d) the Complainant initiated a self-exclusion from accessing the wagering services of VikingBet on 13 November 2023.
38. Accordingly, the Commission finds that the complaint has not been substantiated and no breach is established.

#### **LAWFULNESS OF WAGERS**

39. Given the Commission's findings above, no breaches of legislation or associated regulatory instruments have been identified. VikingBet acted in accordance with its statutory and regulatory obligations and there is no evidence of any non-compliance.
40. Accordingly, the wager placed by the Complainant on 12 November 2023 was lawfully accepted and appropriately settled in accordance with the applicable legal and regulatory framework. Accordingly, the Commission is of the view that there are no grounds for any return of monies to the Complainant.

#### **NOTICE OF RIGHTS**

41. Section 85(6) of the RBA provides that a determination by the Commission of a dispute referred to it pursuant to section 85 of the RBA shall be final and conclusive as to the matter in dispute.

A handwritten signature in blue ink, appearing to read 'C. Bravos', with a long horizontal flourish extending to the right.

Cindy Bravos  
Deputy Chair  
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Bravos, Perrin and Curnow