

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 224(1) of the <i>Racing and Wagering Act 2024</i>)
COMPLAINANT:	Ms C
LICENSEE:	Mintsports Pty Ltd
HEARD BEFORE: (on papers)	Mr Scott Perrin (Presiding Member) Mr Ian Curnow Ms Susan Kirkman
DATE OF DECISION:	16 June 2026

DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Mintsports Pty Ltd trading as Mintbet (**Mintbet**) has, in relation to its dealings with the Complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Wagering Act 2024* (**RWA**), 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:
 - Mintbet had sufficient grounds to rely on and apply its Terms and Conditions to cancel the Complainant's wagering account and void any pending or resulted bets; and
 - the complaint is not substantiated.

JURISDICTION AND PROCEDURE

3. Mintsports Pty Ltd is authorised by the Northern Territory Racing and Wagering Commission (**Commission**) to conduct the business of a sports bookmaker and to operate a digital wagering platform under the same name.
4. The findings for the complaint have been determined on the papers, having regard to submissions from the Complainant and the wagering operator and evidence obtained by the Commission.
5. 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 the Complainant. Comments received from the Licensee were duly considered in the finalisation of this Decision Notice.

REASONS FOR DECISION

Scope of Complaint

6. The Complainant lodged a complaint on 14 April 2025 alleging that Mintbet claimed she was not the operator of the account then subsequently closed her account; and withheld legitimate winnings from her.
7. The Complainant submits that all bets placed were legitimate and she used the account in good faith, complying with Mintbet's verification procedures and information requests. The Complainant also submitted that she was the sole account holder and had always been the only person to access, operate, and transact on the account; no one else had ever placed bets, deposited funds, or withdrawn funds on her behalf; and all account activity – including deposits, wagers, and withdrawals – had been carried out solely by her.
8. The Complainant is seeking the payment of her winnings of \$11,033.66.

Mintbet Response

9. Mintbet submitted that the Complainant held a wagering account under her name which was previously verified through Know Your Customer (KYC) checks.
10. Mintbet advised that routine compliance monitoring on the Complainant's account showed rapid and implausible location changes between Brisbane, Sydney, and Melbourne and increased betting activity on 12 April 2025, which triggered further investigation into the legitimacy of account activity.
11. Mintbet submitted that suspicions around third-party involvement or shared access were supported by:
 - a phone call with the Complainant on 14 April 2025 in which she showed a lack of familiarity with recent bet types and outcomes, terminology and hesitation in responding to questions; and
 - device identification and IP address inconsistencies with compliance technology indicating that the risk profile of the Complainant's account activity showed a very high likelihood of abuse or masking.
12. On this basis, Mintbet submitted it acted within its rights to invoke Section 7.3 of its Terms and Conditions that state:

To detect or investigate suspected fraudulent activity we may, from time to time, monitor one or more Accounts we deem to be displaying unusual activity. We reserve the right to close or suspend an Account (pending a full investigation), and void any transactions and Bets as we see reasonably necessary where we believe there to be a risk of fraudulent activity involved.
13. In undertaking its investigations, Mintbet contends that there had been a number of other breaches of their Terms and Conditions.

Use of VPN/location masking

14. Mintbet submitted that the Complainant's account was accessed and bets were placed from IP addresses in Sydney and Melbourne on 5, 12, and 13 April 2025, despite the Complainant claiming to have been in Queensland during this period. No VPN disclosure was made to Mintbet by the Complainant, and masking location in this way violates Section 2.1 of Mintbet's Terms and Conditions, which states:

You must not hide the jurisdiction, or attempt to hide, the jurisdiction in which you are located for the purposes of opening an Account, placing a Bet or otherwise using our services (Masking). This includes hiding the Internet Protocol (IP) location of the Member via such means as a Virtual Private Network or an equivalent service (VPN). On discovery, or reasonable suspicion of Masking, or attempted Masking, MintSports reserves the right to suspend or cancel the Account in question, without prior notice.

Altered bank statements

15. Mintbet submitted that following a request for bank statements, the Complainant provided statements that had been deliberately altered to remove key information following withdrawals from the Complainant's wagering account. Mintbet assert this was to mask transactions potentially indicating misuse of the wagering account.
16. Mintbet further submitted that its analysis of the bank statements provided shows clear indicators of material omissions and alterations to a number of transactions. Mintbet provided evidence to the Commission of consecutive bank balances and date/time stamps to support the assertion that transaction lines had been removed, suggesting intent to obscure fund transfers to third-parties. Specifically, there was a \$1,900 transaction missing from the statement provided by the Complainant immediately following a \$1,900 withdrawal from the Complainant's wagering account on 8 March 2025. On 7 April 2025, following another withdrawal from Mintbet of \$9,315, there was a transaction of the same amount missing from the statement. Mintbet allege that these transactions had been removed to obscure fund transfers to third-parties and were indicative of third-party account access or manipulation.
17. The falsification of documents associated with interactions with Mintbet is prohibited under Section 3.7 of its Terms and Conditions which states:

Where a Member deliberately falsifies any KYC documents, related document or details for any purpose associated with their interactions with MintSports, or with opening and/or transacting on an Account, MintSports may suspend or cancel the Account without prior notice to the Member and void any pending or resulted Bets.

18. Mintbet submitted it has acted in accordance with its Terms and Conditions, as well as its obligations under the NT Code of Practice for Responsible Service of Gambling 2019, in suspending and subsequently closing the Complainant's account.
19. Mintbet further submitted that as the Complainant had withdrawn funds (totalling \$11,215) exceeding their deposits (totalling \$8,890), therefore no further funds are due to be paid by Mintbet.

Commission Considerations

20. The Commission noted that Mintbet had a range of information that supported unusual or suspicious behaviour that warranted investigation of the Complainant's account.
21. The Commission is of the view that it does not need to be directly satisfied that a specific event/s occurred when assessing a licensee's decision to invoke its Terms and Conditions. Instead, the Commission's role is to determine whether the licensee's decision is justifiable based on the balance of probabilities. This means that if the evidence suggests that it is more likely than not that the event/s occurred, the licensee's action stands justified.
22. In this context, the Commission's responsibility is to evaluate whether the licensee's decision is supported by sufficient evidence to make it plausible that the event/s in question likely took place. If the evidence meets this threshold, the Commission should conclude that the

licensee's invocations of its Terms and Conditions is justified. The Commission's decision-making process centres on whether the licensee acted in accordance with its obligations, not on independently verifying the occurrence of the event/s in question.

23. In considering this matter the Commission listened to a recording of the phone call between the Complainant and Mintbet where questions were asked regarding specific recent wagering activity. The Commission is not convinced that the phone call evidence provided is sufficient to support Mintbet's conclusions in relation to proving third-party usage however, accepts that it supported suspicions around third-party usage or shared access and undertaking further investigation.
24. The Commission also considered a range of technical information provided by Mintbet including device identification, IP address inconsistencies and compliance monitoring and analysis which Mintbet submitted indicated a very high likelihood of abuse or masking. The Commission has not explicitly ruled on whether it considered this met the threshold required in Mintbet's Terms and Conditions however it is noted these Terms and Conditions only require 'reasonable suspicion' as a basis to invoke: *"On discovery, or reasonable suspicion of Masking, or attempted Masking, MintSports reserves the right to suspend or cancel the Account in question, without prior notice"*.
25. It is evident that the Complainant provided bank statements to Mintbet that had been deliberately altered, which the Complainant has acknowledged.
26. Under section 32(1) of the Act, the Director of Racing and Wagering (Director) may appoint an Inspector to undertake duties assigned by the Director. In accordance with section 33(2), the Inspector is authorised to conduct inspections and investigations on behalf of the Director for the Commission.
27. The Commission has viewed copies of unredacted bank statements that the Complainant provided on 17 July 2025 to the Inspector. The statements confirmed two transactions had been deleted from the copies provided to Mintbet, specifically a transfer of \$1,900 on 8 March 2025 and a transfer of \$9,315 on 7 April 2025. These transfers were made on the same day that identical amounts had been withdrawn from the Complainant's Mintbet account.
28. The Commission considers the deletion of these entries from the bank statement, provided by the Complainant, provide a reasonable basis for Mintbet to consider that misuse of the wagering account may be occurring, particularly in conjunction with other indicators of suspicious activity arising from Mintbet's investigation into the Complainant's wagering account.
29. The Complainant later submitted separately to the Inspector that the bank transfers were made into a separate savings account that she manages privately for long-term savings and broader family financial planning, and at the time chose not to include it due to the personal nature of unrelated transactions. Whatever the reason for the Complainant's actions, it is clear that the documents were deliberately falsified.

Commission Findings

30. The Commission makes the following findings:
 - a) Mintbet had sufficient grounds to suspect fraudulent activity on the Complainant's wagering account and to suspend the account pending further investigation in accordance with Section 7.3 of its Terms and Conditions; and

- b) the Complainant submitted bank statements to Mintbet that had been deliberately altered by deleting some transactions and in doing so contravened section 3.7 of Mintbet's Terms and Conditions that prohibits the provision of falsified documents.
31. The Commission is satisfied that Mintbet had sufficient grounds to rely on and apply its Terms and Conditions to cancel the Complainant's wagering account and void any pending or resulted bets.
32. Accordingly, the Commission's decision is that the complaint is not upheld, and no refund of the winnings is warranted.

NOTICE OF RIGHTS

33. Pursuant to section 239(1)(g) of the Act, the Complainant or Licensee can request the Commission's decision and action be reviewed by the Northern Territory Civil and Administrative Tribunal (NTCAT) within 14 days of the date of this Decision Notice.



Scott Perrin
Presiding Member
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Perrin, Curnow and Kirkman