

# NORTHERN TERRITORY RACING COMMISSION

## Reasons for Decision

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<b>Complainant:</b>	Mr L
<b>Licensee:</b>	Hillside (Australia) 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:</b>	Mr John Boneham (Presiding Member)
<b>(on papers)</b>	Mr John McBride Mr Jim McNally
<b>Date of Decision:</b>	16 September 2016

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### Background

- 1) On 7 April 2016 Mr L lodged a gambling dispute against Hillside (Australia) Pty Ltd trading as bet365.
- 2) The client alleges that his wager placed via bet365's inplay betcall facility was accepted by the bookmaker without him confirming the wager.
- 3) Furthermore Mr L also claims that the wager was for the amount of \$9,000 not the amount of \$90,000 as evidenced from bet365's audit log (a copy of which the Commission has in its possession).
- 4) The wager in dispute was placed by Mr L on a tennis match Knowle/Zelenay versus Guccione/Sa. He wagered the alleged amount of \$90,000 at odds of \$1.18 on game 22 of this match, backing Knowle/Zelenay to win the game. The 22<sup>nd</sup> game was subsequently won by Guccione/Sa, making it a losing wager.
- 5) The result of the event is not in dispute. The dispute revolves around two key points:
  - a) The client alleges that the wager was meant to be \$9,000 not \$90,000, and
  - b) He further alleges that he was not afforded the opportunity to confirm the wager before the bet was struck.
- 6) bet365 response (in summary) is as follows:

"The customer complains that whilst placing an in play bet via our betcall facility, there was a technical error and he had no confirmation that the bet he was trying to get on was processed and placed, therefore the bet shouldn't stand.

The information below will confirm some inconsistencies in Mr L's various contacts with us and will also confirm that the bet was in fact placed in the

correct manner for the amount that Mr L requested and there were no technical issues that would have hindered or prevented the successful execution of the process”.

- 7) In support of the above statement bet365 have provided information regarding various phone contacts with Mr L, including a manuscript of an audio recording dated 6 April 2016 between Mr L and a bet365 operator, in which he made his initial complaint known.
- 8) These recordings have been perused by the Commission along with screen shots of bet365 wagering confirmation and a detailed examination of the audit log.
- 9) Of particular relevance in this matter is a screen shot dated 6 April 2016 confirming the betting information. This also contains the word “FLASH” along with the unique transaction code allocated to confirmed wagers.
- 10) In effect the word “FLASH” indicates that the wager was placed via a computer and not via a mobile device. If placed by an app on a mobile device the word “MOBILE” appears on the confirmation advice.
11. This fact will be expanded upon later in this determination as it has an important element in making a determination in relation to this matter.
12. In order to test bet365’s confirmation systems Licensing NT staff, on behalf the Racing Commission, placed two wagers on the bet365 test account and confirmed that live in play bets placed using a computer will display “FLASH and bets made by the bet365 app will display “MOBILE”.
13. bet365 have also advised the Commission of the following audit details of the wager in question:

“Event the bet was on – tennis - Knowle/Zelenay (SVR) to win 22<sup>nd</sup> game versus Guccione/Sa at \$1.18.

Bet requested at 10.41.09 AEST – it is referred to our traders for approval as it breaches the maximum stake threshold for the bet type.

Trader accepts the referral (takes ownership) at 10.41.17 AEST.

Trader actions and approves the referral at 10.41.38 AEST.

Bet is placed at 10.41.42 AEST.

The whole bet placement process takes 33 seconds.

14. bet365 further advised the Commission that Mr L subsequently contacted them stating that he was querying the placement of the \$90,000 bet due to an “error”

message being on his mobile bet365 app, a fact he repeated five times during the call to the customer service operator. However, the Commission also notes that Mr L seems quite vague in his contact with the customer service operator.

15. The customer service operator then went on to contact their technical team who advised that no message similar to the one that Mr L refers to would ever have been displayed on his mobile device given that it has been confirmed that the wager was placed using a computer.
16. He was informed by bet365 that the wager would stand on his account, as their audit records clearly show the betcall confirmation as having been completed including the provision of a unique transaction code.

### **Facts of the Matter**

17. All records provided by bet365 are consistent in that they indicate the wager was undeniably placed from a computer not an app via a mobile device.
18. The Commission has tested bet365's system and confirmed that all wagers made via a computer read out as "FLASH" and all those made via the app read out as "MOBILE".
19. The whole process of placing and confirming the wager took a total of 33 seconds and culminated in the issuing of a unique transaction code which is clearly evident through the secure audit log.
20. The audit log also confirms the amount of the wager at \$90,000 not \$9,000 as claimed by Mr L.
21. The bookmaker has provided evidence of two phone calls made by Mr L to bet365.
22. In the first call made at 02.50.29 (GMT) Mr L states one minute and five seconds into the call that the error message was received after confirmation of the bet and that the error message was received via bet365's mobile platform.
23. Receipt of an error message on his mobile is inconsistent with a bet placed on a computer. The fact that his wager was made on a computer device has been tested and proven by the Commission.
24. In the second call made by Mr L at 5.03.25 (GMT) the bet365 operator confirms that the bet will stand as Mr L had received confirmation of the \$90,000 wager along with a transaction code.

25. Furthermore Mr L claimed during this call that he tried to place the wager on his Personal Computer but “it got stuck forever” which he later clarified “for at least three to four minutes”.
26. Given bet365 have proven that the whole process around placement of the wager took only 33 seconds, Mr L’s statements as detailed above must be called into question.
27. At the five minute and 20 second mark of this call Mr L admits he saw “confirmed” on the betting slip and stated that the error message came after that.

## **Consideration of the Issues**

28. This matter comes down to the consideration of three pivotal issues.
29. The first issue is around Mr L’s claim that the wager was supposed to be for an amount of \$9,000 not \$90,000.
30. The second issue is around confirmation of the wager by bet365 and how this was conveyed to Mr L.
31. Thirdly, the issue of the alleged error message Mr L claims to have received via his mobile device.
32. In considering these important issues the Commission has been provided with extensive evidence by bet365, including but not limited to a copy of the all-important audit log.
33. It has also taken into account the details of Mr L’s complaint as well as transcripts and recordings of telephone calls between Mr L and bet365.
34. Additionally the Commission requested a summary of Mr Lui's betting records from Bet 365, in order to ascertain if a wager to the extent of \$90,000 was out of character, or part of a longer term wagering pattern.

This information covered the 10 month period to April 2016 and indicated the following.

- total wagering turnover in excess of \$10 million dollars.
- most of the wagers placed on sporting events, predominantly tennis
- a number of very large wagers, including at least one other of \$90,000 ( which subsequently was a winning bet).

We are therefore satisfied, that the wager in dispute was certainly within the scope of Mr Lui's wagering patterns and we believe this adds weight to the bookmakers claim that the wager was legitimately struck at the amount of \$90,000.

35. It is a requirement of each sports bookmakers licence that they promulgate a detailed set of terms and conditions which both parties are then held to when the account is opened and each wager is struck.
36. By opening the account the client has agreed to the terms and conditions as particularised on the bookmakers' website. Of particular reference to this matter are the following rules:
- “1.3 – It is the responsibility of the customer to ensure details of their bets/wagers are correct. Once bets/wagers have been placed they may not be cancelled or changed by the customer. BET365 reserves the right to cancel any bet/wager at any time.
- 2.3 – A bet/wager that you request (including a bet/wager requested via betcall) will only be valid once accepted by BET365 servers. Each valid bet/wager will receive a unique transaction code. We shall not be liable for the settlement of any bets/wagers which are not issued with a unique transaction code. If you are unsure about the validity of a bet/wager, please check your account history, or contact us.
- 2.5 – Should a dispute arise, you and BET365 agree that the BET365 audit log (in conjunction with the NT Commissions interpretation of such audit log) will be the ultimate authority in such matters”.

## Decision

37. In making our determination in this matter we have relied heavily on documentary evidence, as well as recorded phone conversations between Mr L and bet365 phone operators.
38. As per clause 2.5 of the bookmakers' terms and conditions the audit log and the Commissions interpretation of the information contained therein will be the ultimate authority. Accordingly, our decision reflects the intent of this clause.
39. As such the audit log in this matter clearly identifies the wager being set at \$90,000 not \$9,000 as claimed by Mr L.
40. Furthermore it identifies a unique transaction code as well as full particulars of the wager indicating completion and acceptance of the wager.
41. Whilst having considered Mr L's claim that he received an error message on his mobile device, given the fact that any wager placed by computer would not then generate an error message to a mobile, we do not afford this claim any credence.
42. Taking into account all of the foregoing factors mentioned in this determination, we dismiss Mr L's complaint and find in favour of the bookmaker (bet365).
43. Accordingly, we rule the \$90,000 wager to be proven and lawful and therefore uphold bet365's right to apply this amount against Mr L's account.



**John Boneham**  
Presiding Member  
NT Racing Commission

16 September 2016