
NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Licensee:	PointsBet Australia Pty Ltd
Proceedings:	Investigation by the NT Racing Commission (Concerning Dealings with Gambler - Mr L)
Heard Before: (on papers)	Ms Cindy Bravos (Presiding Member) Mr Kris Evans Mr James Pratt
Date of Decision:	9 March 2023

Background

1. On 12 August 2020, a Gambler lodged a gambling dispute with the Northern Territory Racing Commission (the Commission) in relation to his dealings with PointsBet Australia Pty Ltd (PointsBet).
2. During the course of the Commission's investigation of that gambling dispute, PointsBet reached out to the Gambler and privately settled the dispute. While the Commission is pleased that the parties ultimately settled the dispute, it remained interested to examine a number of regulatory, procedural and operational issues of concern in relation to PointsBet's dealings with the Gambler. The Commission therefore resolved to investigate the issues through use of its general statutory powers (rather than its gambling dispute resolution powers).
3. These findings are based on the material contained in the submissions to the Commission by both PointsBet and the Gambler in relation to the original gambling dispute; and on documents provided to the Commission by PointsBet.
4. As a matter of procedural fairness, drafts of these findings were supplied to PointsBet for comment before their finalisation.

Consideration of the Issues

5. The Gambler advised the Commission that on 3 January 2020, he received unsolicited contact from a PointsBet employee (Mr M) via both telephone and email advising him that he had been made a member of the PointsBet VIP Program. The Gambler has submitted that as a result of becoming a PointsBet VIP member, he went on to lose \$45,000 to \$50,000 being funds that had come from his wife's savings and a workplace injury compensation payment.
6. The Gambler has submitted that at no time did PointsBet undertake any inquiries to establish where the funds he was using to gamble with PointsBet originated from nor did it make any inquiries as to the affordability of his gambling activity even when there was a significant increase in the size and frequency of his betting activity which included placing a number of large consecutive wagers between 3 November 2019 and 9 November 2019. Instead, the Gambler has submitted that PointsBet saw an opportunity to exploit a vulnerable gambler and took the action of placing him in its VIP

Program and offering him incentives to gamble such as providing additional bonus bets and tickets to a major Australian sporting event.

7. The Gambler has also submitted that while at one point, Mr M acknowledged in an email that the Gambler was displaying a number of behaviours usually associated with that of a problem gambler (which included 'chasing his losses' and requesting more bonus bets), PointsBet took no action to assist the Gambler to reduce his gambling activity and instead continued to provide him with bonus bets.
8. The Gambler has also asserted that in an effort to have him continue to gamble, PointsBet banned him from making withdrawals from his betting account, with the reasoning being given that bonus bet turnover requirements had not been met. The Gambler submitted that this occurred even though he was advised by Mr M that no turnover requirements on bonus bets were in place.
9. The Gambler further submitted that at one period he recognised that his gambling activity was not under control and requested that his betting account be closed however, shortly after he requested that his betting account be re-opened. This request was actioned by Mr M's manager (Mr F) however, and by the Gambler's own admission, after a heated discussion with Mr F that occurred after he suffered more losses, the decision was taken by Mr F to close the Gambler's betting account. The Gambler has submitted that despite the closure of the betting account, when he contacted the PointsBet customer service area several months later he was advised that his betting account was not permanently closed and he could have it re-opened if he contacted Mr F directly. The Gambler has submitted that on 1 August 2020 he did so, and after a conversation with Mr F who inquired as to whether he had any gambling issues (which the Gambler did not confirm), the betting account was re-opened and he continued to be a member of the PointsBet VIP Program.

Direct Marketing

10. Both the *Racing and Betting Act (NT)* (the Act) and all Northern Territory licensed sports bookmakers' licence conditions require that licensees are to comply with the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (the 2019 Code) which was approved by the Commission on 26 May 2019. The 2019 Code provides practical guidance to licensees on responsible gambling practices that are to be implemented by licensees so as to minimise the harm that may be caused by online gambling.
11. With respect to direct marketing to gamblers or potential gamblers, clause 8.9 of the 2019 Code requires that:
 - (a) Online gambling providers must not send any direct marketing material to a person without their express consent to receive such material.
 - (b) Online gambling offers must offer the ability for a customer to unsubscribe from receiving direct marketing materials. Where marketing is electronic, the link to unsubscribe must be functional and easily accessible.
 - (c) Where a person either unsubscribes from receiving direct marketing material, self-excludes or closes their account, the online gambling provider must not send marketing material to that person at any time after 24 hours from the receipt of that request.

12. Clause 4.6 of the 2019 Code while contained in the section of the 2019 Code that relates to a licensee's responsibilities in relation to self-excluded customers also requires that:

Online gambling providers are to ensure they have in place suitable procedures to **ensure correspondence or promotional material is not sent to any persons who** are either excluded from their services, or who **request that this information not be sent to them** (emphasis added).

13. PointsBet has advised the Commission that upon registration of the Gambler's betting account on 9 August 2018, the Gambler elected to be unsubscribed from receiving marketing material via email but did elect to receive marketing material via text messaging (SMS). On 3 October 2019, the Gambler contacted PointsBet and requested that he now also be removed from receiving marketing offers from PointsBet via SMS.
14. PointsBet has advised that its unsubscribed customers will still receive 'transactional emails' that contain unique account information or updates and that these 'transactional emails' include but are not limited to account status updates, promotion exclusions, bet cancellations, payment information and/or password or account security notifications.
15. As detailed at paragraph 5 above, the Gambler has submitted to the Commission that on 3 January 2020, he received unsolicited contact from Mr M via both telephone and email advising him that he had been made a member of the PointsBet VIP Program. The Commission has sighted this email and notes that in that email Mr M advises the Gambler that:

- he wants to introduce the Gambler to PointsBet's new VIP Program;
- he is available to the Gambler on his mobile 24/7;
- the following entitlements are now added to the Gambler's account:
 - for every deposit made the Gambler will receive 10% of the deposit amount in bonus bets;
 - an increase in early payouts from \$200 to \$1000 for AFL and NRL early payouts;
 - for every racing bet selection made on a Saturday on a specified track that places second, the Gambler will receive a bonus bet up to \$250 (with Mr M advising he will text the track details every Friday afternoon); and
 - access to tickets and boxes for events around the country.

The email also details that if the Gambler is not a "...*fan of our emails*," he can unsubscribe by replying 'STOP'.

16. In relation to the email, PointsBet has submitted to the Commission that the email sent by Mr M to the Gambler was to advise the Gambler of "...*an account update, namely, an update to his account manager, and profile status with PointsBet.*"

17. Given that the complainant unsubscribed from receiving marketing material from PointsBet when he opened his account, it would appear to the Commission from PointsBet's submission that it considers the email of 3 January 2020 to be a 'transactional email' and not one prohibited by the 2019 Code given it refers to an update to the Gambler's account to one which is now part of its VIP Program.
18. The Commission on the other hand, does not concur with this proposition given that the email contains promotional material that refers to the inducements that are being offered to the Gambler for no other purpose than to encourage the Gambler to engage in additional wagering activity with PointsBet; and despite the fact that the Gambler had earlier unsubscribed from receiving marketing materials by way of both email and SMS. As such, the Commission has formed the view that the email sent by Mr M to the Gambler on 3 January 2020 is in breach of several aspects of the 2019 Code, being clause 4.6 and sub-clauses 8.9(a) and 8.9(c).

Identifying Gambler's at Risk

19. The Commission considers that it is important that the adverse impacts of gambling are taken seriously and that licensees have in place effective processes to interact with those of its customers who may be harmed by gambling. The 2019 Code mandates that as soon as a licensee identifies that a user may be at risk of harm due to their gambling activities, the licensee must interact with the customer in a way that will minimise that risk. The Commission is of the view that this interaction must occur quickly and be proportionate to the risk identified, with the aim of the interaction being to assist the user to reflect on their gambling behaviour and moderate their gambling activity where there is reason to do so.
20. The Gambler has submitted to the Commission that when there was a significant increase in the size and frequency of his betting activity, particularly when he placed a number of large consecutive wagers between 3 November 2019 and 9 November 2019, PointsBet should have taken some form of action to ascertain whether he was betting within his means. The Gambler has further submitted that while Mr M acknowledged in an email at one point in time that the Gambler was displaying a number of behaviours usually associated with that of a problem gambler, PointsBet took no action to assist the Gambler to reduce his gambling activity and instead continued to provide him with bonus bets.
21. The Gambler further submitted that at one period after he recognised that his gambling activity was not under control, he requested that his betting account be closed however, shortly after he was able to re-open the betting account. The betting account was then at a later stage closed again but by PointsBet itself following a discussion between the Gambler and Mr F however, despite the closure of the betting account, the Gambler was able to again able to re-open the account provided he contacted Mr F directly, which he subsequently did. Following this account re-opening, he submitted to the Commission that he continued to be a member of the PointsBet VIP Program.
22. Contrary to the Gambler's submissions, PointsBet has advised the Commission that there was no evidence to suggest that the Gambler was not in full control of his gambling as at no time did the Gambler "...show any erratic or escalating behaviour that would warrant any intervention or responsible service of gambling review."

23. PointsBet has further advised the Commission that it was not until 23 January 2020 that the Gambler raised concerns about his gambling behaviour with his PointsBet account manager (Mr F) and as a result his betting account was suspended. PointsBet has advised the Commission that the betting account remained suspended until 1 August 2020 when the Gambler contacted Mr F to request that his account be re-opened and a discussion was had about his account and responsible gambling concerns. Following the Gambler being advised of PointsBet's responsible gambling management tools, PointsBet advise that the Gambler confirmed that he understood the options available and that he wished for his betting account to be re-opened.
24. The 2019 Code details that a number of behaviours including but not limited to gambling for an extended period; changing gambling patterns; increase in deposit frequency; escalating sums of money deposited; remarks that may indicate serious overspending; showing concern about losses and payouts; indicating a need to take a break from gambling and disclosing problems with gambling are indicators that a gambler may be experiencing harms associated with his gambling activity.
25. PointsBet has provided the Commission with an overview of the Gambler's betting activity in relation to deposits, withdrawals and bets placed from the account opening in August 2018 through to its closure in August 2020. That overview details that the Gambler made 61 deposits totalling \$71,851.71 with an average deposit size of \$1,177.89 and that the Gambler placed 113 bets with an average stake of \$1,482.93.

November 2019

26. In relation to the heightened period of activity referred to by the Gambler between 3 November 2019 and 9 November 2019, PointsBet advised the Commission that after a \$10,000 deposit was made on 3 November 2019, the Gambler's deposit size remained consistent averaging between \$1,000 and \$1,200. While this may technically be the case, having reviewed the Gambler's account activity records the Commission notes that several deposits were made shortly after the 3 November 2019 deposit that exceeded the average deposit amount put forward by PointsBet, being deposits of \$2,700 on 7 November 2019; \$6,700 on 9 November 2019 and \$2,000 on 27 November 2019.
27. In relation to the Gambler's betting activity, PointsBet advise that the Gambler placed 113 bets with an average stake of \$1,482.93. The Commission notes that for each of the larger deposits made in the month of November 2019, each deposit was followed with a bet being placed on the same day to the same value of the deposit. The Commission notes that in relation to the \$10,000 bet struck on 3 November 2019, this bet was placed following the Gambler making inquiries with PointsBet in relation to the maximum amount of monies he would be able to place on the sporting event after which the Gambler then deposited \$10,000 and placed the bet.

January 2020

28. Another period of heightened activity occurred on the Gambler's account during the month of January 2020 during which deposits were made that totalled \$39,979.70 and withdrawals processed totalling \$13,763. In that month the Gambler made deposits on 3 January 2020 of \$5,000 and \$3,000; on 4 January 2020 of \$2,000; on 9 January 2020 of \$2,000; on 13 January 2020 of \$8,000 and \$2,000; on 14 January 2020 of \$1,800 and \$10,000; and on 21 January 2020 of \$2,000. As can be seen, these

deposits well exceed the Gambler's average deposit amount as submitted to the Commission by PointsBet.

29. The Gambler's betting activity also increased and in many instances the size of the bets struck far exceeded the average bet size proffered to the Commission by PointsBet. By way of example, the Commission notes that the Gambler's betting statement shows that on 3 January 2020, four bets were struck with stakes of \$5,000 (payout of \$6,050), \$6,050 (payout of \$6,715), \$9,715.50 and \$2,625 (payout of \$5,775); on 4 January 2020, a bet with a stake of \$7,000 was struck; on 13 January 2020, a bet with a stake of \$10,000 was struck (payout of \$10,050); on 14 January 2020, four bets were struck with stakes of \$2,000, \$1,800, \$500 and \$9,500; on 15 January 2020, four bets were struck with stakes of \$5,000, \$1,000, \$2,000 and \$2,000; on 16 January 2020, a bet with a stake of \$3,780 was struck; on 18 January 2020, two bets with stakes of \$3,500 and \$6,650 were struck; and on 21 January 2020, a bet with \$2,000 was struck.
30. The Commission notes that this activity occurred following the Gambler being informed by Mr M that he was now part of the PointsBet VIP program on 3 January 2020 and as such, a likely conclusion can be drawn that the action of PointsBet to admit the Gambler to its VIP program had the desired result for PointsBet of the Gambler becoming more engaged in gambling activity with the further result of this activity being a profit for PointsBet (and a loss to the Gambler) of \$26,216.70 for the month of January 2020.
31. It is clear from the information above that the Gambler engaged in a heightened level of gambling activity in the months of November 2019 and January 2020. Of interest to the Commission therefore is whether PointsBet identified and/or should have identified this heightened level of activity and if so, what level of interaction did it have with the Gambler in order to be satisfied that he was betting within his means and not experiencing harms associated with his gambling activity.

Interaction with Gambler

32. Having examined the PointsBet 'notes' attached to the Gambler's betting account for both November 2019 and January 2020, there is no indication in those notes that PointsBet was significantly concerned about the Gambler's activity prior to the 23 January 2020 interaction with the Gambler that resulted in his betting account being suspended due to responsible gambling concerns. Rather as indicated above, he was made a PointsBet VIP member relatively shortly after his higher level of betting activity in November 2019.
33. The Commission has reviewed a large number of emails, chat records and SMS interactions between the Gambler and various PointsBet employees and notes that during the month of November 2019 there appears to have only been one other interaction apart from the inquiry made by the Gambler on 3 November 2019 regarding the maximum bet amount he could place on the outcome of a World Tennis Association match, with this being on 4 November 2019 during which the Gambler made inquiries to ascertain whether a withdrawal had been actioned. A similar withdrawal inquiry was again made by the Gambler on 26 December 2019.
34. The Commission is somewhat surprised that no other interaction appears to have taken place during November or December 2019 and specifically that no inquiries

were undertaken by PointsBet regarding the Gambler's ability to comfortably afford to bet to the increased level that he was. This is especially given that for the month of November 2019, the Gambler deposited \$25,639.79 and made \$9,691.99 in withdrawals and as such, sustained a loss of just under \$16,000 for the month. This is the same month that as detailed above, the Gambler made a number of large deposits and subsequently also a number of bets with similarly large stakes albeit that in relation to the \$10,000 deposit and subsequent bet that he placed on 3 November 2019, it appears to the Commission that this betting activity was a well-considered undertaking given the Gambler's earlier inquiry with PointsBet.

35. However, the views of the Commission regarding the lack of inquiry initiated by PointsBet regarding the Gambler's betting affordability circumstances must also be tempered with the fact that the Gambler's activity in December 2019 was at a significantly lower level than that of November 2019, with deposits of \$4,575.69 and withdrawals of \$3,020 being made, resulting in a loss to the Gambler of just over \$1,500. While the Gambler did not profit from his betting activities during this month, the Commission is not of the view that his betting activity in December 2019 should have warranted any significant level of inquiry regarding affordability, given that an inherent risk when partaking in gambling activity is a loss of money.
36. Of interest to the Commission however, is that following a month of relatively low level of gambling activity compared to the month before, PointsBet reached out to the Gambler to advise that he was now a member of the PointsBet VIP program. When queried, PointsBet advised the Commission that the Gambler was included in its VIP program on 3 January 2020 on the "*...basis of his ongoing loyalty and betting activity.*" The action by PointsBet to include the Gambler in its VIP program clearly had PointsBet's desired effect of encouraging the Gambler to engage in additional wagering activity with PointsBet given that the Gambler sustained losses of \$26,216.70 for the month of January 2020 after having deposited slightly under \$40,000 into his PointsBet betting account during that month.
37. The Gambler submitted that Mr M acknowledged in an email that the Gambler was displaying a number of behaviours usually associated with that of a problem gambler. It appears that the Gambler is referencing an email from Mr M to the Gambler on 4 January 2020 which followed a chain of emails in which the Gambler requested bonus bets, some of which were provided and some of which were not. This email conversation also saw the Gambler saying to Mr M after not receiving a bonus to the amount he had requested, "*I've already lost ten of thousands of dollars with you guys can't you give me a better deal?*"
38. The Gambler advised Mr M that he was not happy with the level of service being provided to which Mr M responded that he had only been managing the Gambler's betting account for less than 24 hours during which time he had provided \$3,000 in bonus bets, was looking to access tickets for him to a sporting event and had set up a 10% bonus for each deposit made. In that email Mr M also stated that:

There are no bonus bets at the moment but I'll let you know when some become available. As I mentioned earlier, if your spending is causing concerns and you are looking for bonus to chase losses, we have deposit limits and take a break options to help clients. These are wonderful tools to make sure that wagering is entertainment and enjoyable.

If you need more information on this give me a call or send an email at any time, I'm here to help.

39. Given the above, it is apparent to the Commission that Mr M did consider that the Gambler may be at risk of harm due to his gambling activities and as a result, provided him with advice in relation to the availability of a number of responsible gambling management tools. There is no evidence before the Commission that Mr M or anyone else from PointsBet followed up directly with the Gambler on Mr M's concerns however, the Commission does note that the Gambler's deposit behaviour did reduce somewhat for the next eight days as did his requests for bonus bets. As such, it could be argued that in compliance with the 2019 Code, the interaction occurred quickly and had the desired effect of causing the Gambler to reflect on his gambling behaviour and to moderate it as a result.
40. This remained the case until at least 14 January 2020 at which time the Gambler again made a number of larger deposits followed by a number of larger bets, with the largest bet on that day of \$9,500 resulting as a winning bet. Following this, the Gambler's deposit activity again reduced with just over \$3,000 being deposited into the account before PointsBet suspended the Gambler's betting account on 23 January 2020.
41. The Commission notes that while the Gambler has also submitted that PointsBet offered him incentives to gamble such as providing additional bonus bets and tickets to a major Australian sporting event, that the emails, chat records and SMS interactions between the Gambler and various PointsBet employees also show that on numerous occasions the Gambler was also advised that he would not receive bonus bets despite his many requests and that in relation to the tickets that he received to attend a sporting event, this occurred after he himself requested PointsBet to provide him with tickets to attend.

Unrecorded Telephone Conversations

42. As part of the licence conditions of a sports bookmaker licence issued by the Commission (specifically Condition 19 of the PointsBet licence) is the requirement that all telephone conversations with sports bookmaker customers relating to wagers, complaints and/or disputes are recorded.
43. The Commission sought a number of recordings relating to telephone conversations referred to in several interactions that PointsBet had with the Gambler. In particular, a telephone conversation that occurred between Mr M and the Gambler on 20 January 2020 in which the Gambler sought to have his PointsBet betting account closed; and a telephone conversation on 1 August 2020 between the Gambler and Mr F, following which Mr F determined to re-open the Gambler's betting account.
44. PointsBet has advised the Commission that in relation to the telephone conversation on 20 January 2020 between Mr M and the Gambler in which the Commission has determined from email, SMS and Chat records that there was some discussion about the Gambler closing his account due to what appears to have been his dissatisfaction with the level of bonuses he was receiving rather than the Gambler recognising that his gambling activity was not under control as asserted in his submission to the Commission, that, "*[u]nfortunately this prior phone call was not recorded. The call was made between [the Gambler] and his account manager [Mr M] to [Mr M's] mobile phone.*"

45. The telephone conversation between the Gambler and Mr F in which the Gambler requested that his betting account be re-opened following it having been suspended by Mr F some six months earlier took place on 1 August 2020. The suspension of the Gambler's betting account occurred following a lengthy SMS exchange in which the Gambler's continually requested bonus bets were declined and during which Mr F queried the Gambler as to whether he was betting within his limits and whether his gambling activity was for "...*enjoyment and a bit of fun.*" That SMS exchange resulted in Mr F advising the Gambler that as the Gambler had not responded to the questions about his gambling activity, he had suspended his betting account until the Gambler had a "...*chat with our customer security team.*"
46. It would appear to the Commission (again from email, SMS and Chat records) that the 1 August 2020 telephone conversation involved discussions regarding Mr F's concerns about the Gambler's betting activity. Given there is no recording for the Commission to listen to, it can only be assumed that Mr F was satisfied with the Gambler's responses given that the Gambler's betting account was re-opened a short time later. This accords with PointsBet's submission that following the Gambler being advised of PointsBet's responsible gambling management tools, the Gambler confirmed that he understood the options available and that he wished for his betting account to be re-opened. In relation to the telephone conversation itself, PointsBet has advised that, "[u]nfortunately this phone call also was not recorded. The call was made between [the Gambler] and account manager [Mr F] to [Mr F's] mobile phone".

Unable to Withdraw Funds from Betting Account

47. The Gambler has submitted to the Commission that in an effort to have him continue to gamble, PointsBet banned him from making withdrawals from his betting account, with the reasoning being given that bonus turnover requirements had not been met. The Gambler submitted that this occurred even though he was advised by Mr M that no turnover requirements on bonus bets were needed.
48. Again after having reviewed various communication between the Gambler and PointsBet, the Commission notes that the Gambler made contact with PointsBet on 7 January 2020 to advise that he was unable to make a withdrawal as the PointsBet betting platform was indicating that he had not yet met the turnover requirements. Mr M advised the Gambler that there was no requirement to turn over funds resulting from bonus bets but that deposits made into the account were still required to be turned over. Mr M then advised the Gambler that he would look into the issue with the PointsBet security team and would advise him accordingly. The following day, Mr M also advised the Gambler that he had made a change to the Gambler's account that should allow him to make a withdrawal even if the withdrawal error message appeared.
49. The Gambler made six withdrawals from his betting account between 3 November 2019 and 13 January 2020 for a total amount of \$26,474.99, with two of these withdrawals occurring on 9 January 2020 and 13 January 2020.
50. The Commission notes that the ledger for the Gambler's betting account shows that there was no activity on the Gambler's betting account on 7 January 2020. However, as at the close of business on 5 January 2020, the Gambler's account balance was zero but following the Gambler making a deposit of \$1,000 on 6 January 2020, the account balance reached at its highest point in that day an amount of \$3,490 after

which following the placement of a number of bets the account balance was again at zero at the close of business that day.

51. It may be that the Gambler's submission that he was unable to withdraw funds was related to an attempt/s he may have made at some point on 6 January 2020 when his account balance was in surplus however, given PointsBet has not provided the Commission with a detailed response to this issue, particularly whether the Gambler's activity logs show that withdrawal attempts were made and if so, why they were not processed, it is difficult for the Commission to come to a view on this issue.
52. Having said that, the Commission accepts that on some occasions there will be system failures in relation to the operation of betting platforms and given that the Gambler was advised by Mr M that the issue would be looked into, as well as the fact that the Gambler did make a withdrawal on 9 January 2020, the Commission cannot come to the view as proffered by the Gambler that his inability to make a withdrawal was a deliberate attempt by PointsBet to force him to continue to gamble.

Lodgement of Gambling Dispute

53. Of interest to the Commission is that after a period of inactivity of some six months, the Gambler requested that his PointsBet betting account be re-opened on 1 August 2020 and after making four deposits totalling \$110 over the next eight days and the same number of bets to the same value which resulted in a zero balance, he then lodged a gambling dispute with the Commission on 12 August 2020, the substance of which related to events predominantly occurring some seven to ten months earlier.
54. It could be suggested that the Gambler's activity in August 2020 occurred in order to attempt to in some way to overcome a requirement of the legislation under which the Commission operates for the lodgement of betting disputes to occur not later than 14 days after the acceptance of the disputed bet, although it must be emphasised that the Commission makes no finding in this regard.

Investigation Findings

55. The Commission has reached the following findings:
 - a. PointsBet breached condition 15 of its licence because it did not comply with clause 4.6 and sub-clauses 8.9(a) and 8.9(c) of the 2019 Code when it sent a direct marketing email to the Gambler on 3 January 2020 despite the Gambler having unsubscribed from receiving such materials;
 - b. PointsBet breached Condition 19 of its licence because it did not record conversations between it and the Gambler on 20 January 2020 and 1 August 2020 during which discussion about wagers, complaints and/or disputes occurred; and
 - c. PointsBet's responsible gambling actions in relation to its interactions with the Gambler met the minimum standards required by the 2019 Code.
56. As detailed at paragraph 4 above, drafts of the Commission's findings were supplied to PointsBet for comment before their finalisation. In its response to the Commission, PointsBet advised the Commission that while it did not "...necessarily agree with all the draft findings in particular (but without limitation) as relates to the finding at 55(a),

we do accept them and offer no additional substantive comment over and above those contained in our earlier submission.”

57. PointsBet has also advised the Commission that subsequent to receiving the gambling dispute subject of this investigation, PointsBet has “...made advancements in all relevant monitoring programs required by the NT Code of Conduct.”
58. In this respect, the Commission welcomes PointsBet’s advice of its continued efforts to improve its systems and processes for the monitoring of customer behaviours so as to reduce the risk to any of its customers of them experiencing harm associated with their online gambling.

Penalties

59. The Commission imposes a fine on PointsBet of 85 penalty units (\$13,345) for its failure to comply with the 2019 Code. This is 50% of the maximum fine that can be imposed as the Commission regards PointsBet’s failure to be a significant one.
60. The Commission imposes a fine on PointsBet of 56 penalty units (\$8,792) for its failure to comply with the Condition 19 of its licence on two separate occasions. This is 30% of the maximum fine that can be imposed as the Commission considers that the failure to record the conversations had a direct impact on the Commission’s ability to test the veracity of the Gambler’s assertions.

Cindy Bravos



Presiding Member
Northern Territory Racing Commission

9 March 2023