

NORTHERN TERRITORY RACING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER:	Gambling Dispute for determination by the Northern Territory Racing Commission (pursuant to section 85(2) of the <i>Racing and Betting Act 1983</i>)
COMPLAINANT:	Mr Y
LICENSEE:	Hillside (Australia New Media) Pty Ltd trading as bet365
HEARD BEFORE: (on papers)	Ms Cindy Bravos (Presiding Member) Ms Amy Corcoran Ms Susan Kirkman
DATE OF DECISION:	13 March 2024

DECISION

1. For the reasons set out below, the Northern Territory Racing Commission (**the Commission**) is satisfied that Hillside (Australia New Media) Pty Ltd (**the Licensee**) has acted in accordance with the *Racing and Betting Act 1983* (**the Act**), the conditions of its sports bookmaker licence and the Code of Practice for Responsible Service of Online Gambling 2019 during its dealings with the Complainant.
2. Given this, the Commission has determined that all bets struck while the Complainant wagered with the betting account he opened with the Licensee in April 2022 were lawful and that no monies should be returned by the Licensee to the Complainant.

REASONS

Background

The Licensee

3. The Commission has granted a licence to the Licensee to conduct the business of a sports bookmaker pursuant to section 90 of the Act. The Licensee's current sports bookmaker licence is due to expire on 30 June 2025.
4. Under that licence, the Licensee is currently authorised to operate an online wagering platform under the branding of **bet365**. For ease of reference, the Commission has determined to refer to the Licensee as bet365 throughout this Decision Notice.

The Complaint

5. On 12 May 2022, the Complainant lodged a complaint with the Commission via the Northern Territory Government's Licensing NT online portal in relation to his dealings with bet365.
6. In that complaint, the Complainant alleged that in April 2022, he was able to open a betting account with bet365 and deposit \$2,400 into it over a three-week period despite having a permanent account closure in place with bet365.
7. The Complainant submitted to the Commission that:

- i. he had opened the original bet365 account sometime in 2010 which was closed by him within a few months of it being opened because he was “...*having gambling problems and the ease of online gambling was not helping the issues*”;
 - ii. the April 2022 betting account was only closed by bet365 after he attempted to withdraw funds from it;
 - iii. previously when he had tried to open betting accounts with bet365 and bet365 had closed them, it had refunded the deposits that he had made into those betting accounts; and
 - iv. on this occasion, bet365 did not refund the deposits that he had made into the account.
8. The Complainant is seeking for the Commission to declare that each of the bets that he placed with bet365 using the April 2022 betting account to be ‘not lawful’ and for bet365 to return the monies to him that he had deposited into that bet365 betting account.

Commission Hearing

9. Pursuant to section 85(4) of the Act, the Commission determined to hear the dispute and make its determinations in the absence of the parties, based on the evidence before it.
10. That evidence includes written submissions to the Commission by both the Complainant and the Licensee, as well as additional evidence obtained on behalf of the Commission by Licensing NT officers appointed as betting inspectors by the Commission.

Consideration of the Issues

bet365 Account History

11. From 10 October 2012 through to the lodgement of this complaint with the Commission, the Complainant has opened six betting accounts with bet365 – each with the same family name, first name and date of birth.

Account 1

12. The first of these betting accounts (**Account 1**) was opened by the Complainant on 10 October 2012.
13. According to bet365’s records, while this account was opened in 2012 it was not in fact activated until some three years later on 5 November 2015, when the Complainant made the first deposit of \$30 into the account.
14. Bet365 has submitted to the Commission that when Account 1 was activated in 2015, it was not grouped with Account 2 (which had been opened by the Complainant in 2014 and is discussed in further detail below) at that time due to a human error.
15. The Complainant continued to use Account 1 for the placement of wagers until 22 July 2016 when the last wager through Account 1 was struck.
16. On 22 July 2016, the Complainant deposited \$42.91 into Account 1 which was then followed by a further deposit of \$10 into Account 1 on 28 July 2016. However, these two deposits were later refunded as a result of bet365 on 27 July 2016, suspending Account 1 after grouping each of the Complainant’s accounts together that he held with bet365 at that time.

17. The Commission notes that should Account 1 be the account that the Complainant submitted he opened with bet365 in 2010 and that he allegedly closed several months later due to issues associated with problem gambling, that Account 1 was closed nearly four years after it was first opened and the closure/suspension of the account was due to bet365 identifying it as a duplicate account and not due to the Complainant raising issues of problem gambling with bet365.

Account 2

18. The second betting account (**Account 2**) was opened on 15 February 2014. As Account 1 had not yet been activated, bet365's duplicate account policy which is detailed in its terms and conditions (in that customers may open only one account) was not triggered at the time the Complainant opened Account 2.

19. While using this account, bet365 has advised the Commission that the Complainant contacted bet365's Customer Support team via Live Chat and requested to close the betting account on a permanent basis due to non-problem gambling related reasons. While bet365 has not retained a copy of the Live Chat, it has provided the Commission with a copy of the client notes for the account that were added following the contact from the Complainant. These notes show that on 3 August 2016, the Complainant requested that his betting account be closed permanently and that the closure request was not related to a gambling problem.

20. Bet365 has advised the Commission that as part of its internal procedures, when a customer requests to close their betting account permanently, its staff are trained to ask the customer whether or not the decision has been taken due to a gambling problem.

21. The Commission notes that should Account 2 rather than Account 1 be the account that the Complainant submitted he opened with bet365 in 2010 and that he allegedly closed several months later due to issues associated with problem gambling, that Account 2 was closed nearly three years after it was first opened and the closure/suspension of the account was not due to the Complainant raising issues of problem gambling with bet365.

Account 3, 4 and 5

22. Betting **Accounts 3, 4 and 5** were opened by the Complainant on 22 February 2017, 7 April 2017 and 11 September 2017 respectively. Bet365 has advised the Commission that due to its duplicate account policy, it closed these accounts as the registration details used by the Complainant were matched to those that the Complainant used to register the earlier accounts.

23. Upon closure of each of these accounts which either occurred on the day of registration or the day after and also occurred prior to any bets being struck, bet365 immediately returned to the Complainant, any successful deposits that had been made into the accounts.

Account 6

24. On 27 April 2022, the Complainant opened a further betting account with bet365 (**Account 6**). While the Complainant again used the same family name, first name and date of birth to register the betting account that he had used to register the previous five accounts - on this occasion bet365 did not identify that the Complainant already held an account with bet365 (albeit that this account being Account 2 was permanently closed) due to its data matching procedures which require that one further registration detail needed to match in order to identify a duplicate account.

25. As a result of Account 6 not being matched to the Complainant's previous primary bet365 account (Account 2), no restrictions applied to the account and the Complainant was able to

deposit monies into the betting account and engage in wagering activity. Between 27 April 2022 and 12 May 2022, the Complainant deposited a total of \$2,360 into the betting account. During this period, the Complainant also placed numerous, predominantly losing bets.

26. On 11 May 2022, the Complainant requested to withdraw funds from the betting account, in the amount of \$300.01. As the deposit method that the Complainant had used to deposit funds into the betting account was not refundable, bet365 requested additional banking details from the Complainant. Upon receiving these banking details, bet365 identified that the Complainant had used these same banking details on a previously registered account.
27. It was at this point in time that bet365 matched the Complainant's Account 6 to Account 2 (which was closed permanently) and as a result, closed Account 6 and returned the remaining balance to the Complainant.

Closure of Accounts

28. The Commission notes that the permanent closing of a betting account due to customer dissatisfaction for one reason or another (and not due to customers experiencing harm related to their wagering activity) does not invoke any regulatory restrictions on future wagering activities. The account holder who has closed the account (being the Complainant in this case), retains the freedom to open betting accounts with other online wagering providers, or even return to the same online wagering service provider to re-open their betting account and engage in online wagering.
29. Self-exclusion on the other hand (be it temporary or permanent) is a responsible gambling measure that allows individuals to restrict their access to some or all online wagering platforms. It is typically implemented by individuals who have recognised that they may be experiencing gambling related harms and wish to take a break from gambling for a specified period. Given the importance of this, the Commission through its Codes of Practice, has implemented strict rules which prohibit a sports bookmaker licensed by it from opening or re-opening a betting account for an individual during any period of self-exclusion.
30. As the Complainant voluntarily opted to close his betting account with bet365 in August 2016 due to his dissatisfaction with bet365's services at that time and that the closure was not related to a self-exclusion, the Commission has determined that bet365 was not in breach of the Code of Practice that was in place at that time.
31. The Commission notes that due to bet365 adopting a more stringent data matching process for betting accounts that have been closed as self-excluded accounts, that had any of the Complainant's previous accounts (being Accounts 1 through to 5) been closed as self-excluded accounts, Account 6 would have been immediately identified upon registration and closed by bet365.

LAWFULNESS OF BETS

32. The Complainant is seeking for the Commission to declare that each of the bets that he placed with bet365 using Account 6 to be 'not lawful' and for bet365 to return the monies to him that he had deposited into that bet365 betting account.
33. The Commission notes that the terms and conditions that both the sports bookmaker and the customer are bound by when a betting account is opened and each time a bet is struck, usually contain a rule that a customer may only have one account registered with the sports bookmaker. In this respect, bet365's terms and conditions are quite clear that a customer may only open one account.

34. Given the Commission's findings as detailed above that bet365 was not aware that the Complainant held more than one account with it until he attempted to make a withdrawal from Account 6, in the Commission's view it was reasonable for bet365 to form the view that Account 6 was the only account held by the Complainant and that all bets that were struck using that account were lawful bets.
35. Upon becoming aware that the Complainant did hold another betting account with it albeit that Account 2 was a closed account, bet365 immediately closed Account 6, allowed any remaining bets to result and then returned the remaining funds to the Complainant.
36. In the Commission's view, the actions of bet365 were reasonable in the circumstances and as such has come to the view that the bets struck by the Complainant while using Account 6 were lawful and that bet365 should not be required to return any funds to the Complainant.

NOTICE OF RIGHTS

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



Cindy Bravos
Presiding Member
Northern Territory Racing Commission

On behalf of Commissioners Bravos, Corcoran and Kirkman