

# 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 H (Complainant)
<b>LICENSEE:</b>	Hillside (Australia New Media) Pty Ltd (bet365)
<b>HEARD BEFORE: (on papers)</b>	Mr Alastair Shields (Presiding Member) Mr Scott Perrin Mr Ian Curnow
<b>DATE OF DECISION:</b>	6 February 2026

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that Hillside (Australia New Media) Pty Ltd (**the Licensee**) 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* (**the RBA**), its licence conditions, the relevant provisions of Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**2019 Code**) 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 therefore formed the view that all of the Complainant's wagers with the Licensee were lawful.

### REASONS

#### Background

##### The Licensee

3. The Licensee is currently authorised by the Commission to conduct the business of a sports bookmaker and to operate an online wagering platform under the branding of bet365.
4. A sports bookmaker licence was granted to the Licensee by the former Northern Territory Racing Commission (**former Commission**) on 1 August 2011, under the licensing regime contained within the now repealed RBA.
5. In accordance with the transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continued in effect on the commencement of the RWA as a licence under the RWA. The Licensee's current licence expires on 30 June 2030.
6. Given that the events complained of occurred while the Complainant interacted with the Licensee while using the bet365 branded online wagering platform, the Commission has determined to refer to the Licensee as bet365 in this Decision Notice.

### The Complaint

7. On 29 July 2022, a financial counsellor, on behalf of the Complainant, lodged a complaint with the former Commission about his dealings with bet365. The complaint alleged that bet365 allowed the Complainant to open a new betting account on 26 July 2018 even though he had self-excluded from his previous account due to problem gambling. The complaint also alleged that the Complainant was advised by bet365 to open a new account under a different name and with a different telephone number to avoid detection.
8. The complaint acknowledged that although there was no evidence to support the claim that bet365 advised the Complainant to open a new account under a different name, bet365's failure to prevent him from opening another account resulted in him incurring losses.
9. The Complainant is seeking a refund from bet365 of all of the losses he incurred from wagering activities on his second account from the date it was opened until it was closed, which equates to \$74,979.46.

### bet365 Response to Complaint

10. In response to the complaint, bet365 advised that:
  - i. there is no evidence to support the claim (either in the material supplied by the Complainant or within bet365 records) that bet365 advised the Complainant to open a new account under a different name to circumvent bet365 self-exclusion detection procedures;
  - ii. the Complainant was able to open a second account in spite of being self-excluded because there were sufficient differences between the information provided by the Complainant when he opened the first and second accounts; and
  - iii. by opening a second account under a different name after self-excluding, the Complainant was in breach of bet365's terms and conditions which relevantly require customers to supply accurate and complete information when opening accounts, and seek to limit bet365's responsibility in the event that a customer deliberately avoids the self-exclusion requirements in place.

### Commission Hearing

11. 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.
12. The complaint the subject of this Decision Notice was lodged on 29 July 2022 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.
13. As a matter of procedural fairness to bet365 and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. No response was received by or on behalf of the Complainant. Bet365 confirmed that they had nothing further to add in respect of the complaint or the proposed findings.

## Consideration of the Issues

### Self-Exclusion

14. Self-exclusion is a responsible gambling tool that assists customers to self-exclude themselves from their betting account either for a set period of time or permanently. Once a customer has permanently self-excluded it should not be possible for the account to be re-activated or for a new account to be opened in the name of that customer for any reason.
15. As set out at Clause 4.2(e) of the 2019 Code, which came into effect on 26 May 2019 and was approved by the former Commission to provide guidance to licensees on responsible gambling practices:
 

*Where a person requests that they be permanently self-excluded for any reason or is permanently excluded by the online gambling provider due to problem-gambling concerns, the online gambling provider must not knowingly permit that person to re-open or open a new account.*
16. Licence conditions attached for all sports bookmaker licences granted by the former Commission required licensees to comply with any Codes of Practice, including the 2019 Code.
17. It is not in dispute between the parties that an account in the name of the Complainant was opened with bet365 on 30 November 2012 and was closed following self-exclusion by the Complainant on 24 June 2017, and that a second account was opened with bet365 by the Complainant on 26 July 2018.
18. As noted by the complaint and bet365's response to the complaint, there is no evidence to corroborate the Complainant's claim that bet365 advised him to open a new account in a different name to avoid restrictions created by his self-exclusion. Had bet365 provided such advice, bet365's systems were required to record the advice if it had been given by telephone, live chat or text message.
19. The Commission has therefore determined that, on the balance of probabilities, no such advice was provided by bet365, and has concluded that the Complainant was either mistaken or that the advice was provided by someone other than bet365.
20. The remaining question for determination is whether bet365 contravened clause 4.2(e) of the Code by allowing the Complainant to open a new account on 26 July 2018, following his self-exclusion in 2017.
21. In this regard, the Commission has reviewed the information used by the Complainant to open both accounts, and has determined that:
  - i. The surname and date of birth used to open both accounts were the same; and
  - ii. The christian name, residential address, telephone number, email address, and payment methods used to open both accounts were different (noting that the christian name used to open the second account was the middle name of the Complainant as evidenced by his passport).
22. The Commission notes that, subsequent to the opening of each account, the Complainant used the same passport to verify his identity as part of the required verification processes at the time the accounts were opened. Bet365 has advised that it did not have a system in place in 2018 to cross-check verification documents such as passports, and that in any event it is relatively

common for customers to use their middle name rather than their christian name to open an account.

23. Having regard to the provisions of the Code, and previous decisions of the Commission, including *A v Sportsbet* (2019), and *A v Hillside (Australia New Media) Pty Ltd* (2021), the Commission has determined that, on the evidence before the Commission, and given the differing personal identification information provided by the Complainant when opening both accounts, it is not reasonable to have expected bet365 to have identified the Complainant as being self excluded at the time his second account was opened on 26 July 2018. The Commission notes that the passport information was provided subsequent to the account opening, and that it was not reasonable to have expected bet365 to have a system in place at that time to cross-check personal identity information (such as passport numbers) provided after account opening.
24. The Commission is therefore satisfied on the weight of evidence before it that bet365 has complied with the responsible gambling practices mandated by the regulatory environment imposed on it by the RBA, its licence conditions and the relevant Codes of Practice that were in place at the relevant times, and that no monies should be returned to the Complainant.

## NOTICE OF RIGHTS

25. 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.



Alastair Shields  
Chair  
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Perrin and Curnow.