

# 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>COMPLAINANTS:</b>	Mr E
<b>LICENSEE:</b>	Entain Group Pty Ltd trading as Neds.com.au
<b>HEARD BEFORE: (on papers)</b>	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Ms Susan Kirkman
<b>DATE OF DECISION:</b>	16 February 2026

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### DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Entain Group Pty Ltd, trading as Neds.com.au (**Neds**) 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, and the terms and conditions that were in effect at the time of the events the subject of this gambling dispute.
2. It therefore follows that, in accordance with the terms and conditions that applied at the time, Neds was justified to void the wagers on the Complainant's account in accordance with its relevant terms and conditions because Neds had a reasonable belief that the Complainant's account was operated in breach of Neds' terms and conditions.

### REASONS

#### Background

3. Neds was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission (**former Commission**) on 1 September 2016 under the licensing regime contained within the now repealed RBA. Under the transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), which commenced on 1 July 2024, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA. Neds' current licence is due to expire on 30 August 2026.
4. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to produce a comprehensive set of terms and conditions for wagering which both parties are bound by when an account is opened and each time a bet is struck. These terms and conditions operate to ensure legislative compliance and the commercial efficacy of the business model of a sports bookmaker.

## The Complaint

5. On 29 June 2022, the Complainant lodged a complaint with the former Commission in relation to his dealings with Neds, and it had not been determined by the former Commission prior to the commencement of the RWA.
6. 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.
7. In the complaint, the Complainant stated that he had opened his account with Neds in January 2022. He stated that on 4 May 2022, he deposited an amount of \$36,700 into his wagering account, and that Neds forfeited his bets and closed his account after his wagering activity from that deposit resulted in winnings of some \$595,000. The Complainant further stated that although his 4 May 2022 deposit of \$36,700 was refunded, the wagers he placed prior to 4 May 2022 were not forfeited, nor were his deposits refunded.

## Neds Response to the Complaint

8. In response to the complaint, Neds advised that the 4 May 2022 deposit of \$36,700 was refunded, and all wagers made on 4 May 2022 were forfeited, because the Complainant provided a number of documents that had been digitally altered following a verification request made by Neds in response to a withdrawal request on 4 May 2022.
9. Specifically Neds advised that it had identified that:
  - a) A digital copy of a transaction card provided by the Complainant had the name of the Complainant digitally inserted onto the card, and that it was apparent from a close inspection of the card that the card had been digitally altered, including because part of the Complainant's name was inserted on the card twice;
  - b) A digital copy of a second transaction card provided by the Complainant had been photoshopped, and that this was apparent from distortion across the card and distortion in colouring of the card; and
  - c) A number of account statements which purported to be for the transaction card mentioned at (a) above were digitally altered so as to give the impression that they were account statements for the transaction card. In particular, Neds noted that the account number on the first account statement page did not match the account number on subsequent account statement pages.
10. Neds has advised that they became suspicious that the Complainant's account was being funded by multiple third-party sources, due to their belief that the Complainant digitally altered account statements and digital copies of transaction cards, and the suspicious behaviour of the Complainant, his admission that he had digitally altered the transaction cards, and his failure to provide adequate explanations. The Complainant's account was subsequently suspended by Neds.
11. Neds' terms and conditions relevantly provide as follows:

*"10.1 By opening an Account with us and every time you access or use our Betting Platforms you warrant to us and agree that you:*

...

*(e) will not allow any third party (including a minor) to, directly or indirectly, access or use your Account including but not limited to, making deposits into or withdrawals from your Account or placing bets using your Account;*

...

*(h) will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third parties regarding the use of your Account;*

*(i) are the true and lawful owner of the monies that you deposit into your account, withdraw from your Account and wager with us, and that you are duly authorised to utilise such monies for the aforementioned purposes;*

...

*(p) will only deposit funds in your account from a debit or credit card that is in your name:*

...

*10.3 In the event of any of the warranties set out in clause 10.1 or 10.2 proving to be false, or where we have reasonable grounds to believe a warranty is false, your stake(s) will be forfeited and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred.*

...

*20.4 If we suspend or terminate your Account we have the right to do any one or more of the following:*

*(a) withhold payments to you of any disputed funds, regardless of whether the disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus bets, payouts or the like;*

...

*(c) withhold payment to you of any amounts in your Account that have been deposited or won in breach of the Terms and Conditions."*

### **Commission Findings and Consideration of the Issues**

12. Pursuant to section 85(4) of the RBA, the Commission determined to investigate the matter and hear the dispute in absence of the parties, and make its determinations based on the written material before it.
13. As a matter of procedural fairness to Entain and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. No response was received from Entain. Comments received from the Complainant were duly considered in the finalisation of this Decision Notice.
14. It is not in dispute that the Complainant opened his account with Neds on 15 January 2022 and that in the period from the account opening and prior to 4 May 2022, he deposited around \$202,000 and placed a number of winning and losing wagers, leaving an account balance of \$0 in April 2022.
15. On 4 May 2022, an amount of \$36,700 was deposited into the account.

16. The Complainant's account statement shows that a number of multibets and other wagers were placed over the course of 4 May 2022, primarily on European and American Basketball games. The wagering commenced at 2.55 am, and by the time it ended at 12.51 pm, the account balance was \$595,626.30, representing winnings of \$558,926.30 from the deposit of \$36,700.
17. The Complainant then sought to make a withdrawal from the account. Because this was the first withdrawal request for the account, Neds requested evidence from the Complainant to enable Neds to assess whether the sources of funds used to make deposits into the wagering account belonged to the Complainant, and whether the funds may have been provided by a third-party.
18. After considering the evidence supplied in response to the request, Neds suspended the Complainant's account, refunded the 4 May 2022 deposit of \$36,700, and forfeited the balance of the account, due to suspicions that the account was being funded by multiple third-party sources. These actions were taken in reliance upon their terms and conditions, which allow Neds to take such actions if Neds "*has reasonable grounds to believe that a warranty is false*". In this case, the relevant warranties are the warranty that the account holder will not allow third-party deposits and the warranty that the account holder will only make deposits from a debit or credit card in the account holder's name.
19. In order for the Commission to be satisfied that Neds has appropriately applied its terms and conditions to take the actions that Neds took, it is not necessary for the Commission to be satisfied that the Complainant's account was funded by one or multiple third-parties, or that deposits were made from a card that was not in the name of the Complainant, but rather that Neds was justified in forming a view that there were reasonable grounds to believe that it was being funded by one or more third-parties or that deposits were made from a debit or credit card not in the name of the Complainant.
20. In this regard, the Commission has carefully reviewed the evidence provided by Neds, including the images provided by the Complainant to Neds on 4 May 2022. The Commission notes that there is a discrepancy in the account numbers on the images of the account statements provided by the Complainant to Neds, and the images of the transaction cards supplied by the Complainant appear to have been digitally altered.
21. The Commission has also listened to a recording of a conversation between the Complainant and a Neds representative that took place on 9 May 2022, during which the Complainant admitted to digitally altering the images of the transaction cards that were supplied to Neds in response to Neds' request for additional information on 4 May 2022. During the call, the Complainant stated that he digitally altered the cards because the digital versions available to him did not include his name or the card numbers. When he was queried by Neds concerning whether one of the transaction cards was in his name, he stated that the account was in his name, and the names of his partner and a friend. He went on to state that the other transaction card was for a joint account with his partner.
22. The Commission is satisfied, on the balance of probabilities, that the images of the transaction cards and account statements supplied to Neds by the Complainant on 4 May 2022 had been digitally altered by the Complainant, and that Neds was therefore justified in forming the view that there were reasonable grounds to conclude that there was a breach of the relevant warranties by the Complainant. The Commission notes that further bank statements were provided by the Complainant that had been certified by a Justice of the Peace, however these statements are for different time periods and include a different account number.

23. It therefore follows that Neds was justified in applying its terms and conditions to forfeit the winnings on the account from 4 May 2022. Given that Neds formed its belief on 4 May 2022, the Commission considers that Neds was justified in limiting the forfeiting of bets to the wagering activity of 4 May 2022.

### **Conclusion**

24. For the complaint the subject of this decision notice, the Commission has determined that Neds was justified in applying Neds' terms and conditions to forfeit the winnings in the Complainant's account from the wagering activity on 4 May 2022.

### **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, Bravos and Kirkman