

NORTHERN TERRITORY RACING AND WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

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| MATTER: | Gambling Dispute for determination by the Northern Territory Racing and Wagering Commission pursuant to section 224 of the <i>Racing and Wagering Act 2024</i> |
| COMPLAINANT: | Mr A |
| LICENSEE: | Puntaa Pty Ltd trading as Picklebet |
| HEARD BEFORE: (on papers) | Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Ms Susan Kirkman |
| DATE OF DECISION: | 12 March 2026 |

DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Puntaa Pty Ltd, trading as Picklebet (**Picklebet**) has, in relation to its dealings with the Complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Wagering Act 2024 (RWA)*, its licence conditions, and the terms and conditions that were in effect at the time that the events the subject of this complaint took place.
2. It therefore follows that, in accordance with the terms and conditions that applied at the time, Picklebet was justified to suspend the Complainant's account and withhold monies in the account, having reasonably suspected a breach of those terms and conditions.

REASONS

Background

3. Picklebet was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission under the licensing regime contained within the now repealed *Racing and Betting Act 1983 (the RBA)*. Under the transitional arrangements contained within the RWA, which commenced on 1 July 2024, any licence issued under the 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. Picklebet's current licence is due to expire on 15 September 2027.
4. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to enunciate a comprehensive set of terms and conditions for wagering which both parties are bound by when an account is opened and each time a wager 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 and Investigation

5. On 30 June 2025, the Complainant lodged a complaint with the Commission in relation to his dealings with Picklebet pursuant to section 221(2) of the RWA.
6. In the complaint, the Complainant stated that he had opened his account with Picklebet around 13 June 2025, and that his account was fully verified before he placed a wager. He went on to state that he placed wagers on sports and horse racing, and that over the first week he placed a number of losing wagers and made four deposits without any problems.
7. The Complainant further stated that on the weekend of 22 June 2025, he won an amount of around \$4,000 and made a withdrawal request of \$1,000. Following the withdrawal request, the Complainant averred that his account was locked, and that he was asked to supply a number of documents, which were supplied, including a pdf of a bank statement "*directly from the bank*". He stated that Picklebet kept asking for more information and that "*it seems that they are trying not to pay*".
8. Following the lodgement of the complaint and review of the materials provided, the Director of Racing and Wagering (**Director**) determined to investigate the complaint pursuant to section 222(1) of the RWA, and assigned the matter to an inspector.
9. The Director's investigation affords each party the opportunity to submit relevant evidence in relation to the matter, and where required, for the parties to provide evidence at the request of the inspector.
10. At the completion of the investigation, the Director must prepare a report on the investigation and submit it to the Commission in accordance with section 223 of the RWA. Section 223(2) of the RWA provides that the investigation report must contain:
 - a) a summary of the findings of the investigation;
 - b) any submissions provided by the parties to the complaint;
 - c) any relevant evidence obtained during the investigation; and
 - d) any recommendations that the Director may have in relation to the complaint.

Picklebet Response to the Complaint

11. In response to the complaint, Picklebet advised that because of the Complainant's wagering patterns, restrictions had been placed on his account on 21 June 2025. When the Complainant made the withdrawal request (the first on this account) on 25 June 2025, the Picklebet compliance team elected to undertake some additional checks.
12. Picklebet conducted verification checks on the information provided by the Complainant which indicated that the mobile phone number and bank account details supplied were not in the Complainant's name.
13. Although neither of these inquiries were definitive, Picklebet was sufficiently suspicious to suspend the Complainant's account and require the Complainant to provide the following additional information:
 - a) an image of his photo ID;
 - b) an image of the same photo ID held next to his face;
 - c) a copy of the front and back of the card used to deposit; and
 - d) a PDF copy of a bank statement for the account used to deposit.

14. When the Complainant provided a response to this request, Picklebet's compliance team identified an irregularity with the customer details in the bank statement suggesting alteration, and requested an additional bank statement from the Complainant that showed credits to the statement that had been redacted from the statement originally provided.
15. The bank statement provided by the Complainant in response to the second request was also assessed by Picklebet as having been altered. This statement also did not include the credits to the statement that had been requested, and Picklebet then requested a third bank statement from the Complainant.
16. When this statement was received by Picklebet, a review of the document properties revealed that it had been modified by a named third party. Picklebet's investigations suggested that the third party was also a customer of Picklebet, and that prior to restrictions being placed on his account, he had a similar betting pattern to the Complainant, and that the residential addresses supplied by the third party and the Complainant suggested that they lived in close proximity to each other.
17. Picklebet then requested that the Complainant make himself available for a telephone conversation so that Picklebet could discuss their concerns about the account. The Complainant responded to that request by refusing to participate in a telephone discussion, and requested that all future contact be in writing. A subsequent request by Picklebet for the Complainant to provide an authority for Picklebet to obtain confirmation of the Complainant's banking details directly from the Complainant's financial institution was not responded to by the Complainant.
18. Picklebet submitted that it had formed a reasonable belief that the Complainant's account was being operated in breach of Picklebet's terms and conditions, and that Picklebet was therefore entitled to suspend the Complainant's accounts and withhold all monies in the account.

Commission Findings and Consideration of the Issues

19. Section 224 of the RWA sets out the actions available to the Commission following receipt of a report from the Director in accordance with section 223 of the RWA.
20. The Commission has considered the investigation report provided by the Director, including the evidence provided by the parties and obtained by the inspector.
21. The Commission has identified the following Picklebet terms and conditions as relevant to the consideration of this complaint:

"4.5 Only you can use your Account

4.5.1 Your Account is personal to you and is not transferrable.

4.5.2 Only the registered account holder is permitted to use, access, deposit funds to, place bets on or withdraw funds from an Account. You must not allow any other person to open, access or use your Account. We do not permit beneficial owners of an Account that are not the registered account holder, or any arrangements or schemes that do or may facilitate a third-party to use or benefit from an Account.

4.5.3 When you open an Account, and each time you transact on your Account, you agree and warrant to us that you:

- d) will not allow any third party to, directly or indirectly, access or use your Account;
- e) you will not transact on your Account on behalf of, under the direction or assistance of, or for the benefit of any third-party;
- f) have not and will not enter into any agreement or arrangement with any third-party regarding the use of your Account;

5.7. Collusion, Cheating and Fraud

We reserve the right to terminate Your Account, withhold the balance of Your Account, and recover from Your Account the amount of any affected payouts if:

5.7.6 we reasonably suspect that you have falsified or tampered with identity documents or any other documentation you provide to us for any purpose associated with an Account (including, without limitation, bank cards or bank statements)

4.8 Breach of Terms

4.8.1 If we become aware or have reasonable grounds to suspect that you have breached these Terms or applicable law, then we may immediately and without notice to you:

- (a) suspend or close your Account;
- (b) require that you provide additional information or documentation we deem necessary for us to conduct an investigation and verify your compliance with these Terms;
- (c) cancel or void any resulted or pending Bets;
- (d) withhold payments of any nature, and we will not be obliged to pay any winnings which might otherwise have been payable to you; and/or
- (e) retain or recover from you the value of any cancelled or voided Bets and any winnings paid to you;
- (f) report the matter to law enforcement authorities and regulatory bodies.

4.8.2 If your Account is suspended, you will not be able to login, deposit funds, place Bets or withdraw funds until the suspension is lifted.”

22. In order for the Commission to be satisfied that Picklebet has appropriately applied its terms and conditions to take the actions that Picklebet took, it is not necessary for the Commission to be satisfied that the Complainant falsified or tampered with the bank statements he supplied, or that Complainant’s account was funded by one or multiple third-parties, or that deposits were made from a bank account that was not in the name of the Complainant, but rather that Picklebet was justified in forming a view that there were reasonable grounds to suspect that the bank statements were falsified or tampered with, or that the account was being funded by one or more third-parties, or that deposits were made from a bank account not in the name of the Complainant.
23. In this regard, the Commission has carefully reviewed the evidence provided by Picklebet, including the emails between the Complainant and Picklebet, the information obtained by

Picklebet through its own inquiries, and the bank statements provided by the Complainant to Picklebet.

24. The Commission is satisfied that there is sufficient evidence for Picklebet to form a reasonable suspicion that the bank statement information supplied by the Complainant has been falsified or tampered with, and for Picklebet to have reasonable grounds to suspect a breach of clause 4.5 of Picklebet's terms and conditions concerning third party use of the Complainant's account.
25. It therefore follows that the Commission is satisfied that Picklebet was justified in applying its terms and conditions to suspend the Complainant's account and to withhold payments from the Complainant's account.
26. As a matter of procedural fairness to Picklebet and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. No comments were received by either party by the due date, and this decision notice has been finalised accordingly.

Conclusion

27. For the reasons outlined in this Decision Notice, the Commission has determined, in accordance with section 224(2) of the RWA, not to take any action in respect of the complaint, on the basis that the Commission is satisfied that there are no grounds or evidence to justify taking action, because Picklebet was justified in applying Picklebet's terms and conditions to suspend the Complainant's account and withhold payments from the Complainant's account.

NOTICE OF RIGHTS

24. Section 239(1)(g) of the RWA sets out when a decision or action by the Commission taken pursuant to section 224 of the RWA is reviewable by the Northern Territory Civil and Administrative Tribunal (**NTCAT**).
25. In this case, because none of the wagers placed by the Complainant were larger than the amount of \$500 prescribed by the *Racing and Wagering Regulations 2024* (Regulations), and none of the potential payouts were larger than the amount of \$20,000 prescribed by the Regulations, neither the Complainant nor Picklebet may make an application to NTCAT for a review of this decision.



Alastair Shields
Chair, Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Bravos and Kirkman