NORTHERN TERRITORY RACING AND WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER: Gambling Dispute for determination by the Northern Territory Racing and Wagering Commission (pursuant to section 310(4) of the *Racing and Wagering Act* 2024 and section 85(2) of the *Racing and Betting Act* 1983)

COMPLAINANT: Mr F

LICENSEE: PointsBet Australia Pty Ltd

HEARD BEFORE: Ms Cindy Bravos (Presiding Member)
(on papers) Mr Ian Curnow
Mr Scott Perrin

DATE OF DECISION: 16 June 2026

DECISION

1) For the reasons set out below, the Northern Territory Racing and Wagering Commission **(Commission)** is satisfied that:

   i) the complaint is not substantiated; and

   ii) in its dealings with the Complainant, PointsBet Australia Pty Ltd **(PointsBet)** has complied with the now repealed *Racing and Betting Act 1983* **(repealed Act)** and the conditions of its sports bookmaker licence.

JURISDICTION AND PROCEDURE

2) PointsBet is authorised by the Commission to conduct the business of a sports bookmaker and to operate a digital wagering platform under the same name.

3) Pursuant to the transitional arrangements contained with section 310(4) of the *Racing and Wagering Act 2024* **(Act)**, the complaint having not been determined prior to the commencement of the Act, is to be determined by the Commission under subsection 85(4) of the repealed Act.

4) These findings for the complaint have been determined on the papers, having regard to submissions from the Complainant and the wagering operator and evidence obtained by the Commission.

5) Before reaching this decision, the Commission issued Preliminary Findings to both parties. Those findings set out the Commission's provisional view on the complaint, the relevant facts as then understood, and the reasoning that led to the preliminary conclusion that the complaint was not substantiated.

6) Both parties were given an opportunity to respond to the Preliminary Findings. Following circulation of the Preliminary Findings, the Commission received a late submission from PointsBet. In that submission, PointsBet took issue with the use of the term 'failure' in certain paragraphs of the Preliminary Findings, submitting that the term implied error of deficiency

on the part of PointsBet and did not accurately reflect the circumstances of the matter. PointsBet contends that, at the relevant time, its systems did not contain controls capable of proactively identifying that the card in question was linked to a business and that this reflected an inability to identify rather than a system, human or other failure. PointsBet requested that reference to 'failure' be replaced with terminology such as 'non-identification', 'inability to identify' or similar.

7) The Commission has considered PointsBet's submission. Having done so, the Commission does not consider that the submission gives rise to any material change to its preliminary assessment or warrants departure from its provisional conclusions. To the extent relevant, the Commission has considered whether alternative terminology more accurately describes the circumstances of the matter and has adopted language in this Decision Notice accordingly. Subject to those matters, the findings and reasoning set out in this Decision Notice remain consistent with those contained in the Preliminary Findings.

REASONS FOR FINDINGS

Background

8) The Complainant alleges that PointsBet:

   a) accepted deposits originating from a third-party bank account where the source of funds did not match the wagering account holder's details; and

   b) failed to suspend the wagering account or seek verification of permitted use from the third party before allowing further transactions to proceed, contrary to its published Terms and Conditions.

9) On that basis, the Complainant seeks a refund of approximately $451,000 in deposits made using the debit card attached to the third-party account. The Complainant's position is that PointsBet's failure to enforce its own Terms and Conditions rendered the wagers void.

10) PointsBet disputes the complaint and submits that the Complainant made a deliberate choice to use a payment method issued in another name, contrary to its Terms and Conditions and that the wagering account was permanently closed once the Complainant himself brought this to PointsBet's attention.

Issues for Determination

11) The following issues arise for determination:

   a) whether PointsBet acted inconsistently with its Terms and Conditions by accepting deposits via a payment instrument not issued in the wagering account holder's name;

   b) whether that acceptance renders the wagers not lawful;

   c) whether PointsBet's systems, controls and responsible gambling measures were adequate in the circumstances; and

   d) whether it is appropriate for the Commission to form the view that PointsBet should refund the deposits made.

Relevant Facts

12) The wagering account was registered in the Complainant's personal name.

13) The Complainant is the founding member of an incorporated sporting club **(the Club)**. The Complainant arranged for the Club's bank account to be opened and says he was at all times the sole authorised signatory with exclusive control over it.

14) Between 3 January 2024 and 3 February 2024, the Complainant deposited funds to his wagering account using a debit card issued in the Club's name **(the Club Card)**. Total deposits to the account during this period were approximately $1,130,000 of which the Complainant estimates approximately $451,500 came via the Club Card. The remaining $679,000 was deposited by other means. Neither party has provided information linking particular bets to particular funding sources.

15) The Complainant does not dispute that he used the Club Card deliberately. He explains that:

   a) the money in the Club account was his own having been transferred from his personal accounts and representing his personal savings and earnings;

   b) he was the only person with access to the Club account and the only person with any claim over those funds;

   c) he used the Club Card simply because it was the only debit card he had and because card and Apple Pay deposits cleared immediately whereas BPAY and bank transfers could take up to 24 hours; and

   d) at no point during this period did PointsBet flag the card, issue a warning or take any action to restrict its use.

16) PointsBet's Terms and Conditions prohibit customers from using payment methods issued in a third party's name and reserve the right to suspend accounts where third-party payment details are detected. The Complainant's use of the Club Card did not comply with those Terms.

17) The account transaction history for the relevant period shows significant wagering activity, large individual deposits and multiple withdrawals exceeding $50,000 along with several withdrawals exceeding $100,000.

18) On 9 December 2023, PointsBet temporarily closed the account due to responsible gambling concerns. Following a telephone welfare check, the account was reopened after the Complainant confirmed he was comfortable with his wagering activity.

19) On 24 January 2024, a second welfare check was conducted. The Complainant again confirmed that he had no concerns about his level of expenditure.

20) On 3 February 2024, the account was again temporarily closed due to responsible gambling concerns.

21) On 6 February 2024, the Complainant emailed PointsBet to advise that he had been using the Club Card to make deposits. The account was permanently closed following that disclosure.

Nature of the Complaint

22) Before addressing the specific issues, it is relevant to consider the nature and scope of the complaint.

23) The Complainant is an experienced wagering participant who deposited over $1,000,000 and wagered extensively over a concentrated period. He withdrew substantial sums during that

time. The Complainant said nothing about the Club Card while the account was active. On two occasions when PointsBet raised concerns about his wagering and asked directly whether he was comfortable, he said that he was.

24) The account was suspended due to responsible gambling concerns, not because of anything PointsBet discovered about the funding method. It was the Complainant who then chose to disclose the Club Card, prompting the account's permanent closure. The Complainant now points to PointsBet's failure to detect that same card as the reason his losses should be refunded.

25) The Commission finds that argument difficult to accept. Put plainly, the Complainant is seeking to recover gambling losses by relying on a breach that he created, sustained over a month and concealed from PointsBet until it suited him to reveal it. He accepted winnings without objection during that time.

26) There is a further difficulty with the Complainant's position. His own account of events, in that the money was entirely his, that only he had access to the Club account and that no other person had any interest in the funds, undermines the substantive basis for the complaint. The purpose of the third-party payment prohibition is to guard against misuse of another person's funds and to mitigate fraud, money laundering, identity verification, responsible gambling and proxy betting or account sharing risks. The Complainant concedes that was never the situation here. By his own admission, the breach was a matter of form (a card in a different name), not substance.

Third-Party Payment Method

27) The Club Card was issued in the Club's name. It did not match the account holder's name. The Commission accepts that the payment method did not comply with PointsBet's Terms and Conditions.

28) That said, the nature of the non-compliance matters. The Complainant has said, and the Commission has no present basis to reject, that the funds were his own and were held in an account only he could access. If that is correct, the conduct did not involve the misuse of another person's funds, nor did it give rise to the kinds of fraud, money laundering, identity verification, responsible gambling or proxy betting concerns that the prohibition on third-party payments is intended to address. The breach goes to the form of the payment instrument, and not to the kind of harm the prohibition is designed to prevent.

29) This does not excuse the breach. But it is directly relevant as to whether the Commission should form the view that PointsBet should refund the deposits made.

The Complainant's Conduct

30) The Complainant knew the Club Card bore a different name. He chose to use it anyway, over a period of more than a month. That was not an oversight.

31) The Complainant had a direct conversation with PointsBet during this period, on 24 January 2024, during which he was specifically asked about his wagering. He did not mention the card on that occasion.

32) The Complainant withdrew significant amounts during the relevant period, including multiple withdrawals above $50,000 and several above $100,000. He raised no question about whether those withdrawals were properly made. The concern about the payment method arose only once the losses outweighed the wins and the account was suspended.

33) The sequence of events clearly point to the conclusion that the complaint is about recovering losses, not about compliance. The Commission is not persuaded otherwise.

Lawfulness of Wagers

34) The Complainant's argument is that PointsBet's failure to enforce its Terms and Conditions means that the wagers were not lawfully placed and that he is therefore entitled to his money back. The Commission does not accept that argument.

35) A wagering operator's inability to detect a non-compliant payment method does not make the wagers void. The bets were placed and accepted freely, they were settled and many of them resulted in winnings that the Complainant collected without complaint. There is no proper basis on which those transactions can now be unwound.

36) Nor does the Commission accept that PointsBet's inability to detect the Club Card caused the Complainant's losses. He knew the card he was using. He continued to use it of his own volition, through a welfare check, over a sustained period. The losses resulted from wagering decisions, not from any deficiency in PointsBet's payment controls.

Responsible Gambling Considerations

37) The Commission has considered PointsBet's responsible gambling conduct separately.

38) PointsBet did monitor the Complainant's wagering activity and did interact with the Complainant on responsible gambling matters. In addition to responsible gambling in-app messages, it proactively flagged the account on several occasions, temporarily closed it, conducted telephone welfare checks and then permanently closed the account once the third-party payment issue came to light. Each time it spoke with the Complainant, he confirmed he was comfortable with his wagering.

39) The scale of wagering across the relevant period was nevertheless significant. However, having considered the material before it, the Commission has not identified any specific instance of non-compliance with PointsBet's responsible gambling obligations.

Systems and Controls

40) PointsBet has acknowledged that at the relevant time its systems could not automatically identify whether a payment card was issued to a business or organisational account at the point of deposit.

41) Payment cards carry a Bank Identification Number (BIN) in their leading digits. BIN data can be used to distinguish consumer cards from commercial or business cards. PointsBet did not use BIN screening during the relevant period. It relied instead on name-mismatch alerts, which were not triggered in this case.

42) This gap gives rise to a legitimate regulatory concern. Although PointsBet's Terms and Conditions expressly prohibited the use of third-party cards, it did not have a mechanism capable of identifying or flagging the use of a card linked to an entity other than a consumer.

43) PointsBet has since introduced BIN monitoring and controls to block commercial card deposits. The Commission acknowledges that remediation.

44) However, the systems gap does not assist the Complainant. He was not an unwitting victim of a technical deficiency. He knew the card was in a different name, knew the Terms

prohibited its use and used it regardless. The absence of a control that would have stopped him is not, in these circumstances, a reason to hand him back his losses.

Other Matters

45) The Commission notes that the Club Card was issued in the name of an incorporated association. Questions about how the association's funds were managed or authorised are matters for the relevant association regulator. These findings express no view on them.

46) Nothing in this decision should be read as approving the practice of channelling personal funds through an incorporated association's account for the purposes of personal wagering, whatever degree of control the individual holds over that association.

Findings

47) The Commission makes the following findings:

a) the wagering account was registered in the Complainant's personal name;

b) between 3 January 2024 and 3 February 2024, the Complainant used a debit card issued in the Club's name to make deposits into that account. He did so knowingly and deliberately, in breach of PointsBet's Terms and Conditions;

c) the Complainant's own evidence is that the funds were entirely his, that he was the sole person with authority over the Club account and that no other person had any interest in or access to the money. On that account, the breach was one of form rather than substance. The card name differed from the account holder's name, but the underlying funds were the Complainant's own;

d) the Complainant said nothing about the Club Card to PointsBet throughout the period of active wagering. He disclosed it only after the account had been suspended due to responsible gambling concerns and after he had accumulated losses sufficient to motivate a refund claim;

e) the Complainant withdrew substantial winnings throughout the relevant period without objection. He raised no concern about the legitimacy of those transactions at the time;

f) the complaint is in substance, an attempt to recover gambling losses by relying on a breach the Complainant himself created and concealed. The Commission does not accept that a person who knowingly breaches the applicable terms, accepts the benefit of favourable outcomes and discloses the breach only once losses mount can then use the breach to void the wagering relationship and recover deposits;

g) PointsBet's controls for identifying commercial payment cards at the point of deposit were inadequate during the relevant period. This does not however, provide a basis for refunding losses to a complainant who was fully aware of what he was doing; and

h) PointsBet's inability to identify that the Club Card was linked to a business did not cause or materially contribute to the Complainant's wagering losses. Those losses were the product of the Complainant's own wagering decisions, made with full knowledge of the payment method he was using.

Decision

48) For the reasons set out above, the Commission's decision is that the complaint is not substantiated.

49) The Complainant used his own money, routed through a card in a different name, to place wagers he chose to place. He collected winnings when they resulted. He said nothing about the payment method until after the account was suspended and his losses were substantial. There is no proper basis to form the view that those wagers should be voided or to refund the deposits.

NOTICE OF RIGHTS

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

Cindy Bravos
Deputy Chair,
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Bravos, Curnow and Perrin