

# 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 310(4) of the *Racing and Wagering Act 2024* and section 85(2) of the *Racing and Betting Act 1983*)

**COMPLAINANT:** Mr O

**LICENSEE:** Betr Entertainment Aus Pty Ltd (betr.com.au)  
(formerly NTD Pty Limited)

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

**DATE OF DECISION:** 11 March 2026

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### DECISION

- 1) For the reasons set out below, the Northern Territory Racing and Wagering Commission (**Commission**) is satisfied that NTD Pty Limited (**Licensee**) has:
  - a) complied with the now repealed *Racing and Betting Act 1983* (**RBA**) and the conditions of the sports bookmaker licence it holds, during its dealings with the Complainant between April 2023 and May 2023.
- 2) The Commission has determined that the wagers placed by the Complainant through the use of a wagering account with the Licensee between 20 April 2023 and 17 May 2023 were lawful.

### REASONS

#### Background

##### The Licensee

- 3) The Licensee is currently authorised by the Commission to conduct the business of a sports bookmaker and in doing so, to operate a digital wagering platform branded betr.com.au.
- 4) The current sports bookmaker licence was granted by the former Northern Territory Racing Commission (**former Commission**) under the licensing regime contained within the now repealed RBA. 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transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA.
- 5) For ease of reference and given that the events complained of occurred while the Complainant interacted with the Licensee while using the betr.com.au digital wagering platform, the Commission has determined to refer to the Licensee as Betr throughout the remainder of this Decision Notice.

### The Complaint

- 6) On 19 May 2023, the Complainant lodged an online complaint with the former Commission about his dealings with Betr. The Complainant alleged that:
- i) he was contacted by a Betr agent via a text message to open an account;
  - ii) within four hours of opening an account, he had deposited \$30,000;
  - iii) within the first two weeks of wagering with Betr, he deposited \$190,000;
  - iv) he was offered repeated \$10,000 deposit bonuses to encourage him to continue wagering;
  - v) he displayed indicators that he was experiencing harm from his wagering including:
    - requesting bonuses and threatening to close his account if he did not receive them;
    - increasing frequency and escalating amounts of money deposited into the account;
  - vi) following the loss of \$60,000 to \$90,000 in one week, he self-excluded from Betr; and
  - vii) he had previously self-excluded from the director/s of Betr's previous wagering businesses, yet no responsible gambling measures or support was provided.

### Betr Response to the Complaint

- 7) Betr submitted to the former Commission that:
- i) the Complainant was not contacted or otherwise encouraged to open an account;
  - ii) it monitored the Complainant's wagering activity and had meaningful and effective responsible gambling interactions through which the Complainant:
    - confirmed that he was comfortable with his level of spend and was aware of the responsible gambling tools available; and
    - reduced his wagering activity, demonstrating responsiveness to intervention and control over his wagering;
  - iii) the Complainant's wagering activity was consistent over the life of the account and did not escalate as alleged;
  - iv) deposit bonuses were granted responsibly, were proportionate to the level of spend and mostly provided at the Complainant's request; and
  - v) it had no knowledge of the Complainant's prior wagering accounts with other wagering operators.

### Commission Hearing

- 8) 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.

- 9) The complaint subject of this Decision Notice was lodged on 19 May 2023 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 determined to hear the dispute and make its determinations pursuant to subsection 85(4) of the RBA.
- 10) The hearing of the dispute has been conducted in the absence of the parties, based on the evidence before the Commission. That evidence includes submissions to the former Commission by both the Complainant and Betr, as well as additional evidence obtained on behalf of the former Commission by the former Commission's betting inspectors.
- 11) As a matter of procedural fairness to the Licensee and the Complainant, a draft of the Commission's determinations was supplied to both parties for comment. No response was received from the Licensee. Comments received from the Complainant were duly considered in the finalisation of this Decision Notice. In those comments, the Complainant indicated that he had requested on a number of occasions that the matter be closed and not pursued further. The Commission notes however, that no formal withdrawal request was received by it from the Complainant. In the absence of such a request, the Commission determined the complaint in accordance with its statutory functions and responsibilities.

## **Consideration of the Issues**

### Allegation 1 – Unsolicited Marketing Contact to a Non-Gambling Customer

- 12) The Complainant alleges that he was contacted by an agent of Betr via a text message, encouraging him to open a wagering account.
- 13) Clause 8.6 of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (Code) provides that an online gambling provider must not contact or otherwise encourage a person who is not an existing gambling customer to use its wagering services.
- 14) The evidence before the Commission establishes that the Complainant opened a wagering account with Betr on 20 April 2023. Records provided by Betr show that at the time the Complainant made his first deposit, he had not been assigned an account manager, with the assignment of an account manager not occurring until the following day. Betr also provided the Commission with all communications between the Licensee and the Complainant, none of which pre-date the opening of the account. These records did not include any text messages or other communication encouraging the Complainant to open an account.
- 15) The Complainant was requested to provide evidence of the alleged text communication, including by way of a screenshot of the message. The Complainant did not provide any such evidence and did not respond to the request.

### Finding

- 16) In the absence of corroborating evidence of the alleged text message and having regard to Betr's account records showing that the Complainant was not assigned an account manager at the relevant time nor that any contact had been made pre-dating the opening of the account, the Commission is not satisfied that Betr, or an agent acting on its behalf, contacted or encouraged the Complainant to open an account with it.
- 17) Accordingly, the Commission finds that the allegation has not been substantiated and no breach of clause 8.6 of the Code is established.

## Allegation 2 – Failure to Identify and Respond to Gambling Harm Indicators

- 18) The Complainant has alleged that Betr failed to appropriately identify and respond to indicators that the Complainant was experiencing gambling-related harm. The markers of harm that the Complainant submits that he was displaying and that Betr failed to act on were:
  - i) the rapid deposit of significant sums of money shortly after opening the account;
  - ii) escalating frequency and value of deposits within the first two weeks of opening the account; and
  - iii) repeated requests for bonuses accompanied by threats to close the account.
- 19) Clause 3.2 of the Code provides that online gambling providers must have effective policies and procedures to identify customers who are exhibiting indicators of gambling harm and must monitor and interact with those customers in a manner that is appropriate and proportionate to the circumstances.
- 20) In determining this allegation, the Commission has considered:
  - i) account opening and transaction records for the Complainant's wagering account;
  - ii) deposit and wagering history, including timing, frequency and amounts;
  - iii) records relating to bonuses, incentives and promotional offers;
  - iv) communication records between Betr and the Complainant;
  - v) internal notes, alerts and responsible gambling monitoring records maintained by Betr;
  - vi) submissions made by Betr during the investigation of the complaint; and
  - vii) information provided by the Complainant.
- 21) The evidence establishes that:
  - i) the Complainant's account activity commenced on 20 April 2023, with an initial deposit of \$20,000 at approximately 7:45 pm. This was followed by a series of high value wagers placed during the evening with multiple additional deposits made the same night. A total of \$96,000 was deposited by the Complainant into the account. Wagering activity continued until approximately 11:55 pm. The account balance fluctuated throughout the wagering session, including periods where the account balance reached zero before further deposits were made. At the cessation of the wagering session, the account balance was \$1;
  - ii) the Complainant's deposit activity triggered three responsible gambling alerts (7:52 pm, 11:00 pm and 11:13 pm), which were actioned by Betr on the morning of 21 April 2023 and resulted in:
    - an unanswered telephone call at 10:47 am, with a voicemail requesting a return call;
    - an email requesting a suitable time for contact; and
    - a telephone call at 12:13 pm during which:
      - the Complainant confirmed that he had wagered the previous evening with discretionary funds;

- the Complainant advised that he was comfortable with his level of spending and that “...all good mate, wouldn't have done it if I didn't have cash”;
  - the Complainant confirmed his awareness of the responsible gambling tools available;
  - when asked if he wished to set a deposit limit, the Complainant advised that he did not wish to do so; and
  - Betr outlined the responsible gambling tools available to the Complainant; and
- a follow-up email being sent to the Complainant after the call setting out the responsible gambling tools available;
- iii) on 21 April 2023 at 1:28 pm, shortly after the responsible gambling telephone call, the Complainant was contacted by a Betr representative who identified himself as an account manager and who advised the Complainant that he would be responsible for managing the Complainant's account going forward. The account manager noted the Complainant's wagering activity during the previous evening and stated that he would add \$5,000 bonus cash into the Complainant's account to “...get it started”. He further indicated that deposit match bonuses would be made available in the future. This call was followed by a text message to the Complainant, confirming that \$5,000 in bonus cash had been added to the Complainant's account;
- iv) after the bonus cash was credited to the account, the Complainant used the bonus funds across a short wagering session in the afternoon, concluding at 2:00 pm and resulting in a nil account balance at the end of the wagering session;
- v) at 2:03 pm on the same day, the Complainant contacted his account manager requesting additional bonus cash to be added to his account. The request was declined and the Complainant was instead offered a deposit match. In response, the Complainant advised that he would take his business to another sports bookmaker. No further wagering activity occurred until 25 April 2023;
- vi) on 25 April 2023, the Complainant deposited \$450 at 1:06 pm and engaged in a brief wagering session in the early afternoon, followed by the use of additional bonus cash following advice from his account manager that bonus cash had been credited to his account. The Complainant's wagering activity ceased at approximately 2:08 pm, resulting in a nil account balance. No further wagering activity occurred for the next two weeks;
- vii) on 3 May 2023, the Complainant was sent an activity statement for the month of April 2023, detailing that he had spent a total of \$134,460.51, placed 30 wagers of which he had won \$16,161.51 from three wagers, lost \$112,611.51 from 27 wagers and which had resulted in a net loss of \$96,450;
- viii) on 6 May 2023, the Complainant's account manager contacted him via text and offered a deposit match which the Complainant declined, advising that until he was offered a more competitive loyalty bonus that he would continue wagering with another sports bookmaker;
- ix) on 10 May 2023, Betr undertook a review of the Complainant's account as part of its compliance with other regulatory requirements. The review identified a pattern of recycling winnings and that the Complainant was a director of several companies. No adverse media or law enforcement related matters were identified. It was noted that as

the Complainant had previously undergone a responsible gambling check-in and had minimal activity since, there was no need for a further responsible gambling assessment;

- x) on 11 May 2023, the Complainant contacted his account manager and requested a deposit match which was agreed to;
- xi) on 12 May 2023, the next period of wagering activity commenced with the Complainant depositing \$10,000 and receiving bonus cash of the same amount. Wagering occurred during a short evening session and ceased on the same day, resulting in an account balance of zero;
- xii) as a result of the Complainant's deposit of \$10,000, a responsible gambling alert triggered in Betr's system on the same day;
- xiii) between 13 May 2023 and 17 May 2023, the Complainant engaged in extended and largely continuous wagering activity;
  - session 1 – commenced at 9:13 am on 13 May 2023 and continued until 11:33 pm on 13 May 2023 (14 hours) and resulted in a nil account balance;
  - session 2 – commenced at 1:56 am on 14 May 2023 (just over two hours since the last session had finished) and continued through to 2:26 am and resulted in a nil account balance;
  - session 3 – commenced at 12:20 pm on 14 May 2023, concluding at 12:39 pm with a nil account balance;
  - session 4 – commenced at 7:20 pm on 14 May 2023 and continued throughout the remainder of 14 May 2023 into the early hours of 15 May 2023 (2:23 am) and resulted in an account balance of \$130,000;
  - session 5 – commenced at 8:07 am on 15 May 2023 and continued until 2:44 pm, and resulted in a nil account balance;
  - session 6 – commenced at 10:30 pm and continued through to 12:59 am in the early morning of 16 May 2023, and resulted in a nil account balance;
  - session 7 – commenced at 10:11 am, at which time the Complainant had received a refund of a \$10,000 stake on an earlier wager, which he then subsequently used to place a losing wager;
  - session 8 – commenced at 3:04 pm, at which time the Complainant had received bonus cash of \$10,000 which he then subsequently used to place a losing wager;
- xiv) during this period, following a request to his account manager for a deposit match at 8:57 am on the morning of 13 May 2023, which was partially agreed to:
  - total deposits were made into the account to the value of \$124,000, comprising of:
    - 13 May 2023 - \$50,000
    - 14 May 2023 - \$40,000
    - 15 May 2023 - \$15,000
    - 16 May 2023 - \$19,000;

- responsible gambling alerts also triggered in Betr's system for each of these deposits, being three on 13 May 2023, three on 14 May 2023 and one each on 15 May 2023 and 16 May 2023;
  - deposits were primarily made after the account balance had been reduced to low or nil levels, enabling wagering to recommence shortly thereafter;
  - bonus cash was credited to the account totalling \$40,500, usually after a request by the Complainant to his account manager and after the depletion of the account balance, and was then wagered promptly after having been added;
  - the account balance fluctuated significantly, peaking at \$166,000 on 15 May 2023 following several successful wagers with significant payouts ranging from \$17,550 to \$98,807; and
  - multiple withdrawals (eight in number) totalling \$34,975 were made on 15 May 2023;
- xv) during the 13 May 2023 wagering session, the Complainant contacted his account manager via text on several occasions requesting bonus cash and increased win amounts on bonuses. When the Complainant was advised that there were no more bonuses available, the Complainant stated that if he did not receive another bonus that he may *"...bail from the account maybe"*, albeit that he did not ultimately do so that day and continued to wager;
- xvi) on 14 May 2023, the Complainant contacted his account manager via text and advised that he had deposited a further \$40,000 since their last contact and requested a deposit match to which:
- the account manager responded that he would see what was available and queried whether the Complainant was comfortable with his level of spend, to which the Complainant replied:
 

*"All good mate - cheers for checking. Yep all good, I'll have a good nudge for a week or so for some games I like then give it a break for a bit - no issues my end with \$"*;
- xvii) on 16 May 2023, the Complainant complained to Betr that a wager had not been approved by the traders prior to race commencement - Betr refunded the wager;
- xviii) later on the same day, the Complainant made a further complaint alleging that multiple wagers were accepted after race commencement. Following investigation, Betr determined that the wagers were accepted prior to race close time and that no refunds were payable;
- xix) on 16 May 2023, the Complainant requested that he be assigned a new account manager, commenting that he was not being provided sufficient loyalty bonuses. When advised that his current account manager's supervisor would make contact, the Complainant stated that:
- "I'm not chucking any more in if there's no loyalty offered...If you guys don't offer a decent loyalty I'll close account - not a threat just FYI...If no luck please close account and flick me the confirmation once done"*;
- xx) on 16 May 2023, the Complainant was contacted by his account manager's supervisor, who introduced himself as the manager of the Betr VIP team. During the call, the

Complainant advised that he had asked for a change of account manager due to dissatisfaction with the service received to date. The process for resolving the disputed wagers was discussed and the Complainant was advised that an outcome would be provided by mid-morning the following day. At no time during the call did either party raise or discuss any concerns regarding wagering levels;

- xxi) on 17 May 2023, the Complainant's account manager's supervisor contacted the Complainant via email and advised that substantial bonuses had already been credited to his account; and that since 21 April 2023 when the account manager had commenced, \$46,900 on bonus cash had been issued. Further that from 21 April 2023 to close of business on 16 May 2023, the Complainant's net position was \$99,475;
- xxii) later on 17 May 2023, the Complainant emailed Betr stating that absent further concessions to his loyalty bonuses, he was content to close the account, while noting an expectation of loyalty consideration for recent wagering;
- xxiii) on the same day, the Complainant was advised by his account manager's supervisor that although retrospective bonuses would not ordinarily be applied, \$10,000 bonus cash would be credited to the Complainant's account considering the circumstances; and
- xxiv) later on 17 May 2023, following the unsuccessful wagering of the bonus cash, the Complainant permanently self-excluded his account.

#### Finding

- 22) The Commission finds that the Complainant engaged in high value wagering across multiple sessions between 20 April 2023 and 17 May 2023, with that wagering activity including extended wagering sessions, significant deposits, fluctuating account balances, periods of substantial wins and periods of losses.
- 23) Betr's automated monitoring systems generated multiple responsible gambling alerts in response to the Complainant's deposit activity:
  - i) alerts generated on 20 April 2023 were escalated and actioned, including attempted and successful direct contact with the Complainant, during which responsible gambling tools were explained and offered; and
  - ii) alerts generated during subsequent wagering periods were recorded, reviewed and assessed, but did not result in further direct intervention. Betr submitted that this was because a responsible gambling interaction had recently occurred, the Complainant had provided express and contemporaneous assurances regarding affordability and control, and no new additional indicators of gambling-related harm were identified at those times.
- 24) The Commission is of the view that the recurrence of automated alerts, without a material change in risk profile or the emergence of new indicators of harm do not require repeated responsible gambling interventions.
- 25) The Commission notes that on 21 April 2023, during the responsible gambling telephone interaction, the Complainant:
  - i) confirmed that the wagering activity during the previous day was undertaken using discretionary funds;
  - ii) confirmed he was comfortable with his level of spend;
  - iii) declined to set a deposit limit; and

- iv) confirmed awareness of the available responsible gambling tools.
- 26) No information was provided during this interaction that indicated gambling-related harm.
- 27) On 10 May 2023, Betr undertook an internal review of the Complainant's account as part of its compliance processes. That review identified that the Complainant was a director of several companies, no adverse media, insolvency or law-enforcement concerns were identified and that the wagering activity involved the recycling of winnings. The Commission is of the view that this information was reasonably relevant to assessing the Complainant's apparent financial capacity and did not give rise to concerns of affordability related harm.
- 28) Subsequent communications between the Complainant and Betr primarily concerned bonus availability, loyalty incentives and service-related complaints. On multiple occasions, including on 14 May 2023, the Complainant expressly reaffirmed that he was comfortable with his level of spending when queried. At no time prior to the self-exclusion on 17 May 2023 (which the Complainant did voluntarily and with no prompting from Betr), did the Complainant request wagering limits, express an inability to control his wagering or indicate distress or financial difficulty.
- 29) The Commission finds that Betr did not have actual knowledge that the Complainant was experiencing gambling-related harm. The evidence demonstrates that when the Complainant was directly engaged on responsible gambling matters, he expressly denied harm, affirmed affordability and declined protective measures. The information known to Betr, including the Complainant's professional status and withdrawal activity, did not contradict these representations.
- 30) The Commission also considered whether Betr ought reasonably to have known that the Complainant was experiencing gambling-related harm. The Commission finds that the generation of repeat automated alerts placed Betr on notice of ongoing high value wagering, but not of gambling-related harm. Automated alerts are a screening mechanism, not a determination of harm, and require contextual assessment.
- 31) Given a recent responsible gambling interaction, clear assurances of affordability and control, no behavioural or emotional indicators of distress and a background review consistent with financial capacity, the Commission is not of the view that repeat alerts created constructive knowledge of gambling-related harm.
- 32) The Commission also considered whether the continued provision of bonuses should have led Betr to conclude that the Complainant was experiencing harm. The evidence shows that bonuses were primarily requested or negotiated by the Complainant, that wagering reduced or ceased when bonuses were not provided and that the Complainant demonstrated autonomy in moving between wagering operators. This conduct is consistent with informed, autonomous decision-making rather than impaired control.
- 33) The Commission is satisfied that Betr's actions were proportionate to the information available at the relevant times. Even if additional intervention had occurred, the Commission is not satisfied that it would, on the balance of probabilities, have altered the Complainant's wagering behaviour or prevented the losses incurred.
- 34) Based on the above, the Commission has determined that Betr did not have actual or constructive knowledge of gambling-related harm, appropriately assessed responsible gambling alerts and customer risk, and complied with its responsible gambling obligations.
- 35) Accordingly, the Commission finds that the allegation has not been substantiated and no breach of clause 3.2 of the Code is established.

### Allegation 3 – Failure to Have Regard to Prior Self-Exclusion from Related Wagering Businesses

- 36) The Complainant alleges that as he had previously self-excluded from the director of Betr's previous wagering businesses, responsible gambling measures and/or support should have been provided to him by Betr.
- 37) Betr is an online wagering business established as a separate entity from other online wagering businesses. While the directors of Betr may have previously held directorships in other wagering businesses, each business operates independently, with separate corporate structures, licences, customer databases and regulatory obligations.
- 38) In determining this allegation, the Commission has had regard to the following principles:
- i) Corporate Separation and Legal Personality - each wagering business is a distinct legal entity. The existence of common directors does not merge the legal obligations, customer records or responsible gambling systems of separate companies;
  - ii) Confidentiality and Privacy Obligations - self-exclusion information constitutes sensitive personal and wagering related data. Such information is subject to privacy, confidentiality and data protection obligations. Absent lawful authority, consent or a regulatory mechanism permitting information sharing, a wagering operator is not entitled to access or rely upon self-exclusion records held by another, separate entity;
  - iii) Director Knowledge and Use of Information - while directors may have personal knowledge from their involvement in prior businesses, they are not legally permitted to use or disclose confidential customer information obtained in one company for the purposes of another company. Doing so would potentially breach privacy legislation, confidentiality obligations and director's duties; and
  - iv) Trigger for Responsible Gambling Obligations - responsible gambling obligations are engaged when a customer self-excludes from or otherwise discloses wagering related concerns to the relevant wagering business. Betr was not notified by the Complainant of any prior self-exclusion with any other wagering operator at the time of account creation or during his wagering activity, nor was Betr legally able to infer or import such information.

### Finding

- 39) The Commission finds that the allegation that Betr failed to have regard to the Complainant's prior self-exclusion from other wagering businesses is not supported. Betr did not breach its responsible gambling obligations by failing to act on self-exclusion information that it was neither legally permitted to access nor entitled to use. The actions of Betr were consistent with corporate law, privacy obligations and responsible gambling requirements.
- 40) Accordingly, the Commission finds that the allegation has not been substantiated and no breach of clause 3.2 of the Code is established.

### **LAWFULNESS OF WAGERS**

- 41) As per the Commission's findings above, no breaches of legislation or associated regulatory instruments have been identified. At all times during its dealings with the Complainant, Betr

operated in accordance with its statutory and regulatory obligations and there is no evidence of non-compliance.

- 42) Accordingly, all wagers placed by the Complainant during the life of his Betr account were lawful and were accepted and settled in accordance with the applicable legal and regulatory framework. Accordingly, the Commission is of the view that no monies should be returned to the Complainant.

### **NOTICE OF RIGHTS**

- 43) 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.



Cindy Bravos  
Deputy Chair  
Northern Territory Racing and Wagering Commission

On behalf of Commissioners Bravos, Curnow and Perrin