

NORTHERN TERRITORY WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER:	Gambling Dispute for determination by the Northern Territory Wagering Commission pursuant to section 224 of the <i>Racing and Wagering Act 2024</i>
COMPLAINANT:	Mr R (Complainant)
LICENSEE:	Mintsports Pty Ltd (Mintsports)
HEARD BEFORE: (on papers)	Mr Alastair Shields Ms Susan Kirkman Mr Ian Curnow
DATE OF DECISION:	29 June 2026

DECISION

1. The Commission has found that:
 - a) the Complainant has utilised an automated system to access his account and /or place wagers, contrary to clause 10.4 of Mintsports' terms and conditions;
 - b) Mintsports was accordingly entitled to close the Complainant's wagering account; and
 - c) the relevant Mintsports' terms and conditions did not entitle Mintsports to forfeit the amount of \$2,368.55 in the Complainant's account.
2. The Commission has therefore determined that the Complainant's complaint to the Commission is partly substantiated, and that Mintsports should return the amount of \$2,368.55, which represents the amount that Mintsports forfeited from the Complainant's account.

JURISDICTION AND PROCEDURE

3. Mintsports Pty Ltd (**Mintsports**) is authorised by the Northern Territory Wagering Commission (**Commission**) under the *Racing and Wagering Act 2024* (RWA) to conduct the business of a sports bookmaker and to operate a digital wagering platform under the name Mintbet. Prior to 22 June 2026, the Commission was called the Northern Territory Racing and Wagering Commission.
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. As a matter of procedural fairness to the Complainant and Mintsports, a draft of the Commission's determinations was supplied to each of them for comment. Comments received from the parties have been considered in finalising this Decision Notice.

REASONS FOR DECISION

Scope of Complaint

6. The Complainant initially lodged a complaint concerning minimum bet limits, however it became apparent that the Complainant is disputing a decision by Mintsports in March 2025 to forfeit part of his account balance (which represents a number of his winning wagers) on the basis that the Complainant placed the wagers using automated systems in breach of the Mintsports terms and conditions.
7. According to the Complainant, the action taken by Mintsports has deprived him of between \$2,000 and \$4,000. He stated that he categorically denies using any form of automated or robotic system to access the Mintsports platform.
8. The Complainant is seeking the payment of his full account balance of between \$2,000 and \$4,000 as a result of bets placed and accepted by Mintsports.

Background

9. Following the lodgement of the complaint and review of the materials provided, the Director of Racing and Wagering (**Director**) determined to investigate the complaint on behalf of the Commission pursuant to section 222(1) of the RWA and assigned the matter to an inspector.
10. 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.
11. 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) 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.

Mintsports' Submissions

12. In response to the complaint, Mintsports has submitted that their system betting logs provide evidence that the Complainant accessed the Mintsports platform using an automated system, in breach of Mintsports' terms and conditions.
13. In particular, Mintsports has advised that:
 - a) evidence of automated system use is easy to find, because a human or "normal" user must interact with a website or app prior to placing a wager, by browsing the website or app to find the contingency that the user is considering placing a wager on, thereby creating session start and end events, while an automated betting system will place a wager without an associated session, because the sole purpose of the interaction is to place the wager or wagers. A human interacting with the website or app is not capable of bypassing the act of browsing to reach a market and place a wager;
 - b) where there are consecutive daily logins to a wagering account without a session or wager or subsequent logout, and a following login followed by a wager or wagers

without an associated session, this is additional evidence that suggests automated system use; and

- c) in the Complainant's case, there were multiple logins without any activity on the account or wagers made, followed by wagers with no other associated activity (or browsing) on the account.
- 14. To further support Mintsports' conclusion that the Complainant used automated systems to place wagers, Mintsports advised that the Complainant had stated that he was active in various social media groups in the online wagering community and that he promoted the use of automated betting software.
- 15. Mintsports also provided a "Suspicious Activity Report" dated 9 July 2025 prepared by its technology provider. That report analysed login, session and wagering behaviour on the Complainant's wagering account for the period 7 September 2024 to 20 March 2025 and concluded that the Complainant's account exhibited a risk profile that is exceptionally high and almost unique amongst the users known to that technology provider. The report stated that the combination of usage patterns and IP data provided "a high degree of confidence that this account was controlled by an automated bot".

Commission Considerations

- 16. 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.
- 17. The Commission has considered the investigation report provided by the Director, including the evidence provided by the parties and obtained by the inspector.
- 18. Some key dates identified by the Commission are as follows:
 - a) 2 August 2022 – wagering account opened by the Complainant with Mintsports;
 - b) 7 June 2024 – Mintsports appointed a technology provider with the capacity to monitor accounts for suspected automated betting system use;
 - c) 7 September 2024 – Mintsports identified indicators suggestive of automated betting system use on the Complainant's account;
 - d) 14 March 2025 – Mintsports closed the Complainant's account;
 - e) 1 May 2025 – the Complainant lodged a complaint with the Commission; and
 - f) 14 August 2025 - Mintsports returned the Complainant's lifetime deposits of \$1,200, (and forfeited the remaining balance \$2,368.55 in the account representing winning wagers credited to his account prior to 14 March 2025).
- 19. The Commission has listened to the recording of a telephone call made by the Complainant to Mintsports on 20 March 2025, some six days after Mintsports closed his account. During the call, the Mintsports representative stated that the account was closed due to suspected bot use, which was denied by the Complainant. The Complainant went on to state that he would be lodging a complaint with the Commission, and that he runs a pretty big betting group, with 6,000 people on Discord and 8,000 people on Instagram, and *"the last thing you want is your name being dragged through the mud"*.
- 20. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to disseminate 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.

21. In the case of Mintsports, clause 10.4 of the terms and conditions in place at the time that this complaint arose relevantly provides:

“10.4 We reserve our right to refuse any Bet, or part of a Bet, without prior notice or explanation, and also to restrict, suspend or cancel your Account if any of the following apply:

- ...
- you access or use the Website utilising any other type of automated, robotic, systematic, artificial, obscured or computerised method(s) ...”

22. In order for the Commission to be satisfied that Mintsports has appropriately applied its terms and conditions to take the actions that Mintsports took, it is necessary for the Commission to be satisfied, on the balance of probabilities, that the Complainant utilised an automated system to access his account and/or place wagers, and that Mintsports has appropriately applied the relevant terms and conditions in order to close the Complainant's account and forfeit the remaining balance after returning lifetime deposits of \$1,200.

23. In this regard, the Commission has carefully reviewed all of the relevant evidence and is satisfied, on the balance of probabilities, that an automated system was utilised to access the Complainant's account and/or place wagers.

24. It therefore follows that the Commission is satisfied that Mintsports was justified in applying its terms and conditions to close the Complainant's account.

25. However, the Commission has determined that clause 10.4 of Mintsports' terms and conditions does not entitle Mintsports to forfeit amounts in respect of winning wagers that have been credited to customer accounts and is limited to refusing to accept new wagers. In this regard, the Commission observes that clause 10.4 could have been drafted to as to allow Mintsports to retrospectively void winning wagers and adjust account balances, as is the case for some operators for matters such as wagers placed after an event has been run and the results known.

26. In their response to the Preliminary Findings, Mintsports identified two other clauses from their terms and conditions in support of their decision to void wagers and forfeit amounts in respect of winning wagers. These additional clauses are:

- a) Clause 5.14 which provides: “You agree that where, by determination of MintSports, an Account has not been used in good faith (including where a person fails to disclose their identity or payment information), MintSports may refuse future transactions on your Account. Further, MintSports may allow or retrospectively void transactions made on your Account during any period in which it was not used in good faith. You are welcome to request clarification of any decisions made by MintSports in relation to an Account suspension or closure and Members have an opportunity to make submissions in relation to the same. MintSports will endeavour to answer your question by response within a reasonable time frame (usually within thirty (30) days)”; and
- b) Clause 9.9 which provides: “Where we form the reasonable opinion that you or your Account transaction history may represent a significant risk to MintSports' Betting business, constitute a breach or attempted breach of these Terms, or any applicable law, and/or gives rise to an integrity concern, we reserve our right to:
 - suspend or cancel your Account immediately and without notice to you;

- request further information from you, including to further verifying your identity and source of funds and/or source of wealth; and
- intervene with any Bet (or part of any Bet) by way of voiding (before or after the event) or allowing the Bet (or part of any Bet) to stand.”

27. The Commission has considered the submissions made by Mintsports concerning these terms and conditions, but has concluded that they do not assist in the resolution of this complaint because:

- a) There is no evidence before the Commission to suggest that Mintsports made any determination that the Complainant's account was not used in good faith for the purposes of clause 5.14. None of the communications with the Complainant refer to clause 5.14; and
- b) Clause 9.9 is of no application because 10.4 does not specifically provide that use of an automated system is a breach of Mintsports' terms and conditions – it simply provides that Mintsports may refuse to accept wagers and close an account in those circumstances.

Conclusion

28. The Commission therefore makes the following findings that:

- a) the Complainant has utilised an automated system to access his account and /or place wagers, contrary to clause 10.4 of Mintsports' terms and conditions;
- b) Mintsports was accordingly entitled to close the Complainant's wagering account; and
- c) the relevant Mintsports' terms and conditions did not entitle Mintsports to forfeit the amount of \$2,368.55 in the Complainant's account, and Mintsports is required to refund this amount to the Complainant.

Decision

29. The Commission has determined that the Complainant's complaint to the Commission is partly substantiated, and that Mintsports should return the amount of \$2,368.55, which represents the amount that Mintsports forfeited from the Complainant's account.

NOTICE OF RIGHTS

30. 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**). If applicable, the Complainant and Mintsports may make an application to NTCAT for a review of this decision within 14 days of receipt of this Decision Notice.



Alastair Shields
Chair, Northern Territory Racing and Wagering Commission
On behalf of Commissioners Shields, Kirkman and Curnow