NORTHERN TERRITORY WAGERING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER:	Gambling Dispute for determination by the Northern Territory 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:	Entain Group Pty Ltd (Ladbrokes)
HEARD BEFORE: **(on papers)**	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Ms Susan Kirkman
DATE OF DECISION:	23 June 2026

DECISION

1) This decision is issued by the Northern Territory Wagering Commission (**Commission**), formerly known as the Northern Territory Racing and Wagering Commission, following commencement of the *Racing and Wagering Amendment Act 2026* on 22 June 2026. Any preliminary findings, correspondence or other documents previously issued in relation to this matter under the name Northern Territory Racing and Wagering Commission continue to have effect and should be read as references to the Northern Territory Wagering Commission.

2) For the reasons set out below, the Commission finds that:

   (i) the deposit match offered by Entain Group Pty Ltd (**Entain**) was not an inducement to open a wagering account within the meaning of clause 5.5(a) of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**2019 Code of Practice**); and

   (ii) Entain had reasonable grounds to believe that the warranties contained in clause 10.1 of its Terms and Conditions were false and was therefore entitled, pursuant to clause 10.3 of those same Terms and Conditions, to retain the Complainant's winnings.

3) Accordingly, the Commission has determined that the complaint is not substantiated.

JURISDICTION AND PROCEDURE

4) Entain is authorised by the Commission to conduct the business of a sports bookmaker and to operate two digital wagering platforms under the branding names of Ladbrokes and Neds.

5) 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of the Act, is to be determined by the Commission under subsection 85(4) of the *Racing and Betting Act 1983* **(repealed Act)**.

6) This decision has been determined on the papers, having regard to submissions from the Complainant and the wagering operator and evidence obtained by the Commission.

7) Preliminary findings in relation to this matter were issued to the parties on 20 May 2026, and the parties were afforded an opportunity to respond and provide additional submissions or information for consideration. No response was received within the prescribed period. In making this decision, regard has been had to the material available to the Commission at the date of this decision notice.

8) For ease of reference and given that the events complained of occurred while the Complainant interacted with Entain while using the Ladbrokes platform, the Commission has determined to refer to the Licensee as Ladbrokes throughout the remainder of this decision notice.

COMPLAINT PROPERLY BEFORE THE COMMISSION

9) Ladbrokes submitted to the body then known as the Northern Territory Racing Commission (NTRC) that the complaint fell outside its purview as it did not relate to lawful betting and that the Complainant should seek legal advice if he wished to pursue the matter further. The Commission rejects that contention.

10) Section 85 of the repealed Act authorised the NTRC to determine whether a bet was lawful when a dispute was referred to it by a bookmaker or bettor.

11) A bet may be not lawful under the repealed Act where, for example a bookmaker accepts a bet not authorised by or contrary to its licence conditions. A bet may also be not lawful on contractual grounds, such as where a bettor lacked legal capacity or a bookmaker engaged in misleading or deceptive conduct.

12) Section 4 of the repealed Act defined *"unlawful betting"* as betting otherwise than in accordance with the repealed Act or the *Totalisator Licensing and Regulation Act*, confining the NTRC's jurisdiction accordingly. It was not authorised to declare a bet not lawful solely based on contractual grounds falling outside that legislative scope.

13) Certain contractual arrangements did, however, fall within scope. Licence conditions required sports bookmakers to formulate terms and conditions governing the acceptance and settlement of bets, themselves a licence condition, which the NTRC was entitled to consider when determining lawfulness.

14) As Ladbrokes declined to pay the Complainant's winnings on the basis of an alleged breach of its terms and conditions, the Commission is satisfied the complaint fell within the NTRC's jurisdiction.

15) The Commission further notes that the Complainant has raised issues concerning wagering accounts held by third parties not party to this proceeding. No findings will be made regarding those parties however, the circumstances surrounding all three accounts will be considered to the extent relevant.

REASONS FOR DECISION

Scope of Complaint

16) The Complainant alleges that Ladbrokes:

   a) offered a deposit match upon opening his wagering account; and

b) closed both his and his partner's wagering accounts on the basis that he, his partner and a family member used the same device to access their respective accounts, resulting in Ladbrokes:

i) returning his deposits of $10,005 but retaining winnings of $8,549.25;

ii) retaining the full account balance of his partner's account amounting to $15,000; and

iii) taking no action on the family member's account which had losses exceeding $125,000.

17) The Complainant seeks a finding that the bets placed by both himself and his partner were lawful and for Ladbrokes to pay out the winnings accordingly.

18) Ladbrokes dispute the complaint, submitting that:

a) it was the Complainant who contacted Ladbrokes after opening his account to request a deposit match; and

b) the Complainant's account had been operated in breach of its terms and conditions, resulting in it returning the $10,005 in deposits to the Complainant but not paying out any winnings.

A. Deposit Match

19) The Complainant alleges that Ladbrokes offered him a deposit match in connection with his newly opened wagering account. Ladbrokes submits that it was the Complainant who, after opening his account, contacted Ladbrokes to request a deposit match.

20) The Complainant has asserted that deposit matches for new accounts are not permitted in New South Wales. The Commission makes no finding in that regard, as the applicable regulatory framework for the purposes of this complaint is the 2019 Code of Practice and the Commission's jurisdiction does not extend to the application of New South Wales law.

21) The relevant provision of the 2019 Code of Practice is clause 5.5(a), which prohibits online gambling providers from offering any credit, voucher or reward to a person to open a betting account, or to an existing account holder as an inducement to refer another person to open a betting account.

22) The Commission has listened to recordings of numerous telephone conversations between the Complainant and Ladbrokes and makes the following findings as to the sequence of events:

- contrary to Ladbrokes' submission, it was Ladbrokes who first contacted the Complainant following the opening of his account to welcome him as a new customer and to advise him that three deposit offers were available on his account;

- the Complainant responded by advising that he was a significant punter and inquired whether Ladbrokes could match a larger deposit - the call was disconnected before the matter was resolved;

- the Complainant called back, confirming that he had received the earlier call from Ladbrokes regarding deposit matches and that he was seeking a deposit match on a minimum deposit of $10,000;

- the Ladbrokes' representative indicated he needed to consult with his manager and advised that he would call the Complainant back; and
- the Ladbrokes' representative subsequently called the Complainant back with a deposit match offer, which the Complainant accepted.

Findings

23) On the evidence before it, the Commission finds that the Complainant had already opened his wagering account prior to any contact being made by Ladbrokes to discuss deposit matches. Ladbrokes' initial call was made after account opening and did no more than welcome the Complainant as a new customer and draw his attention to the three existing deposit offers now available on his account.

24) It was the Complainant who, of his own initiative, sought to negotiate a more substantial deposit match, representing that he was a high-value punter migrating from another platform and was willing to deposit a minimum of $10,000. The deposit match ultimately offered and accepted by the Complainant was the product of that negotiation, which was itself initiated by the Complainant.

25) Clause 5.5(a) of the 2019 Code of Practice prohibits the offer of a deposit match as an inducement to open a betting account. On the facts as found, the account was already open before any deposit match was offered or discussed.

26) The Commission is satisfied that the deposit match was not offered by Ladbrokes as an inducement to open a wagering account within the meaning of clause 5.5(a) of the 2019 Code of Practice.

B. Account Operation in Breach of Terms and Conditions

27) The following facts are not in dispute:

a) the Complainant's account was opened on 6 May 2022;

b) on 25 May 2022, the Complainant made two deposits totalling $10,005;

c) within minutes of depositing, the Complainant placed two multi bets on a basketball game totalling $10,005, both of which were successful, returning winnings of $18,549.25;

d) a third multi bet of $2,500 in bonus cash was placed on the same game and returned no winnings;

e) the Complainant made two unsuccessful attempts to withdraw his full account balance later that same day;

f) on 29 June 2022, approximately five weeks after the bets were placed, Ladbrokes refunded the Complainant's deposits of $10,005 but retained the remaining balance of $8,544.25 representing the winnings; and

g) the Complainant has acknowledged that he, his partner and a family member used the same device to access their respective accounts.

28) The Commission has established that the Terms and Conditions in force when the Complainant opened his account on 6 May 2022 were the version last updated by Ladbrokes on 20 April 2022, and that a further version dated 12 May 2022 was in place when the bets subject of this complaint were placed.

29) Ladbrokes submitted that it relied upon provisions of those Terms and Conditions in declining to pay the Complainant's winnings, namely:

- clause 8.1, which provides that an account is for the holder's personal use only, prohibits permitting another person to access the account and prohibits using the account on behalf of or for the benefit of another person;
- clauses 10.1(e)-(h), which require the account holder to warrant that:
  - no third party will directly or indirectly access or use the account;
  - the account holder will make every effort to prevent the use of the account by a third party;
  - the account holder is operating the account and placing bets on their own without direct or indirect third party assistance; and
  - the account will not be used on behalf of, under the instruction of, or for the benefit of any other party;
- clause 10.2, which provides that by placing a bet, the account holder confirms that they have complied with the warranties in clause 10.1, are not prohibited from betting by employment or sporting rules, are unaware of any circumstances that breach such rules and do not know the outcome of the event on which the bet is placed; and
- clause 10.3, which provides that where any of the warranties in 10.1 prove to be false, or where Ladbrokes has reasonable grounds to believe a warranty is false, the account holder's stakes will be forfeited and Ladbrokes will not be obliged to pay any winnings that would otherwise have been payable.

30) The Commission notes that clause 10.3 operates on two alternative bases. Firstly, where a warranty in fact proves false. Secondly, where Ladbrokes has reasonable grounds to believe a warranty is false. Either basis is sufficient to enliven Ladbrokes' rights under that clause. As such, it is not necessary for Ladbrokes to establish an actual breach, a reasonable belief that a warranty is false is sufficient.

31) The Commission also notes the following additional terms and conditions:

- clause 5.3, which provides that the betting platform (telephone betting facilities, websites and Apps) may only be used by the account holder for their own personal use;
- clause 8.8, which permits Ladbrokes to impose limits or conditions on any person who opens or attempts to open an account where a device (including mobile phones, smart phones, telephones and tablet, laptop and desktop computers) or network is shared (including within a particular residential address) and Ladbrokes reasonably believes that the shared device or network has been used in breach of the terms and conditions;
- clause 8.10, which provides that where Ladbrokes reasonably believes that a breach of the terms and conditions has occurred or there has been unusual activity on an account, Ladbrokes may suspend or terminate the account, restrict withdrawals, prevent access and require the provision of additional documentation including a statutory declaration, identity documents and financial institution verification;
- clause 9.4, which provides that an account holder is solely responsible for all bets placed via their account where their access details have been used and that if another person

accesses the account using those details, the account holder is solely responsible for their actions whether or not their access was authorised; and

- clause 10.1(i), which requires the account holder to ensure all personal details provided are truthful, accurate and complete, and to notify Ladbrokes promptly if any of those details change.

32) Having reviewed the contemporaneous client notes attached to the Complainant's account, and various emails between the Complainant and Ladbrokes as well as having listened to numerous recordings of telephone conversations between the Complainant and Ladbrokes, the Commission makes the following findings as to the sequence of events following the placement of the winning bets on 25 May 2022:

- at 12:27 pm on 25 May 2022, Ladbrokes rejected the Complainant's withdrawal attempt and suspended his account pending credit card verification, exercising its powers under clause 8.10;
- following verification of the credit card, the account was briefly reopened at 2:48 pm before being re-suspended at 2:52 pm pending provision of identity documents and a bank statement, again pursuant to clause 8.10;
- at 3:00 pm, a further withdrawal attempt was rejected with the account noted as being under investigation;
- at 3:37 pm, a Ladbrokes' representative noted that during a telephone conversation between a person representing themselves as the Complainant and Ladbrokes, the caller sounded too young to have been born in the year of the Complainant's birth, raising a concern that the person operating the account was not the registered account holder;
- at 5:30 pm and 5:42 pm, the Complainant called Ladbrokes, expressing his dissatisfaction at being unable to access his funds and was advised that funds had been frozen for verification purposes and the matter referred to its compliance unit;
- on 26 May 2022, Ladbrokes wrote to the Complainant identifying irregularities with his account and advising that it suspected a breach of clause 8.1 of its terms and conditions and requested that the Complainant provide a statutory declaration together with identity documentation and a financial institution authorisation permitting Ladbrokes to verify the bank account used to fund the account, pursuant to clause 8.10;
- between 25 May 2022 and 21 June 2022, Ladbrokes received and reviewed documents provided by the Complainant; and
- on 29 June 2022, Ladbrokes refunded the Complainant's deposits of $10,005. The account status was then recorded as closed.

33) Ladbrokes' investigation commenced on the day the bets were placed, was conducted over a period of approximately five weeks and involved the exercise of Ladbrokes' investigative powers under clause 8.10, including requests for identity documentation, a statutory declaration, bank statement evidence and financial institution verification.

34) Ladbrokes submitted that:

- as the activity on the Complainant's account matched a potential fraud pattern, the account was suspended for further investigation;
- following the suspension of the account, Ladbrokes received a call from the number registered to the account from a person claiming to be the Complainant however, Ladbrokes suspected that the caller was not the Complainant, as he was unable to answer basic verification questions correctly, including his age;
- it identified that the account had been accessed from the same device as two other accounts with similar betting activity;
- the bank statement received from the Complainant showed that he was funded by a third party;
- during a telephone call on 25 May 2022, the Complainant's partner admitted that she permitted the Complainant to use her account and to place bets on her behalf; and
- the Complainant's submission that limited mobile reception in his area may account for irregularities identified by Ladbrokes is refuted as its inquiries with telecommunication providers for the Complainant's residential area showed clear cellular coverage.

Findings

35) The Commission has had regard to the following:

- the placing of two large winning bets with stakes totalling $10,005 within minutes of funds being deposited, followed by immediate attempts to withdraw the full balance, was consistent with a pattern of coordinated account activity identified by Ladbrokes;
- the acknowledgement by the Complainant that he, his partner and a family member used the same device to access their respective accounts. While this in itself does not amount to an admission of a breach of the terms and conditions as device sharing and account sharing are distinct, Ladbrokes nevertheless took this shared device usage into account when determining the outcome of its investigation;
- the telephone call on 25 May 2022 in which the Complainant's partner admitted that:
    - she permitted the Complainant to use her account and to place bets on her behalf, both online and over the telephone. This admission establishes that the partner breached clause 8.1 in relation to her own account by permitting the Complainant to access and use her account. It also supports the conclusion that the partner was not using the betting platform solely for her own personal use, contrary to clause 5.3. These matters support the conclusion that warranties in clauses 10.1 were false as applied to her account; and
    - the residential address recorded against her account is her former address and that she resides at the newer address with her partner. This admission establishes that the partner breached clause 10.1(i) in relation to her own account by not notifying Ladbrokes of the change to her personal details; and
- the Complainant's partner's admissions are relevant as context as to whether Ladbrokes had reasonable grounds to believe that the corresponding warranties in the Complainant's own account were false, since the same person who was using the

partner's account for betting was also the registered holder of the Complainant's account.

36) The Commission also notes that:

- while the Ladbrokes representative recorded a contemporaneous observation that the caller sounded too young to match the Complainant's recorded year of birth, the Commission does not share that assessment. Having listened to the recording of the call, the Commission considers that the caller answered questions about his age with reasonable confidence and demonstrated detailed knowledge of Ladbrokes' concerns regarding the account. While the representative's observation is not disregarded, particularly given their awareness of the connections between the accounts, the Commission does not regard it as determinative, but rather as one factor within the broader pattern of circumstances;

- Ladbrokes' submitted that bank statement evidence showed funds being deposited into the Complainant's bank account by third parties. The Complainant explained that this was not unusual given that he, his partner and the family member lived together and regularly transferred funds between one another. The Commission accepts that this explanation is plausible and does not regard the bank statement evidence, in isolation, as establishing the Complainant's wagering account was operated for the benefit of a third party, particularly as the deposits to the bank account did not directly correlate with the amounts deposited into the Complainant's wagering account. However, the Commission considers that the evidence formed part of the broader pattern of circumstances that Ladbrokes was entitled to take into account in assessing whether it had reasonable grounds to believe that the relevant warranties were false; and

- Ladbrokes submitted that its inquiries with telecommunication providers showed clear cellular coverage in the suburb recorded as the Complainant's residential address and therefore rejected the Complainant's explanation that limited mobile reception may have caused the irregularities identified on the account. However, the Commission notes that Ladbrokes' inquiries were limited to the address recorded in its account records and did not extend to the address identified by the Complainant's partner and referred to in the Complainant's statutory declaration as where he was physically located when placing the bets. This limits the weight that can be placed on Ladbrokes' telecommunications evidence when assessing the plausibility of the Complainant's explanation.

37) Taking these matters cumulatively, the Commission is satisfied that Ladbrokes had reasonable grounds to believe that the warranties contained in clause 10.1 in respect of the Complainant's account were false at the time it decided to retain the winnings.

38) The Commission acknowledges that certain aspects of Ladbrokes' investigation, including the weight initially placed on the caller's identity and the limited scope of its telecommunications inquiries, are valid matters requiring careful consideration by the Commission. However, those matters do not outweigh the broader body of evidence identified above, which, viewed as a whole, was sufficient to provide Ladbrokes with reasonable grounds for its conclusion.

39) While it is not necessary for the Commission to determine whether the warranties were in fact false, the circumstantial evidence was capable of supporting that conclusion. The existence of reasonable grounds was sufficient to enliven Ladbrokes' entitlement under clause 10.3 to withhold the winnings.

40) The Commission notes that Ladbrokes elected to return the Complainant's deposits of $10,005 notwithstanding that clause 10.2 would have permitted their forfeiture. That was a matter for Ladbrokes' discretion and does not detract from the Commission's findings.

Decision

41) For the reasons set out above, the Commission finds that:

(i) the deposit match offered by Ladbrokes was not an inducement to open a wagering account within the meaning of clause 5.5(a) of the 2019 Code of Practice; and

(ii) Ladbrokes had reasonable grounds to believe that the warranties contained in clause 10.1 of its terms and conditions were false and was therefore entitled, pursuant to clause 10.3, to retain the Complainant's winnings.

42) Accordingly, the Commission has determined that the complaint is not substantiated.

NOTICE OF RIGHTS

43) 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.

Alastair Shields
Chair
Northern Territory Wagering Commission

On behalf of Commissioners Shields, Bravos and Kirkman