

# Northern Territory Racing Commission

## Reasons for Decision

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| <b>Applicant:</b>    | Mr L  |
| <b>Respondent:</b>   | IASbet.com  |
| <b>Proceedings:</b>  | Dispute Relating to Betting – Section 85 of the <i>Racing and Betting Act</i> |
| <b>Heard Before:</b> | Mr Philip Timney (Presiding Member)<br>Mr David Brooker                       |

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### Introduction

1. On 16 July 2012, Mr L lodged a complaint against IASbet.com ('IASbet') in respect of a quadrella wager he had placed on the harness races conducted at Albury, New South Wales on 7 July 2012 ('the Albury Races').
2. According to the Client Betting Statement provided to the Commission, Mr L placed a number of quadrella wagers for a total stake of \$4,000.00 on the Albury Races. The wagers included 100 units on the winning combination of 7/5/5/3 which returned a dividend of \$851.30 per unit and for which Mr L expected to receive \$85,130.00 in winnings. IASbet settled the wager by crediting Mr L's account in the amount of \$25,000.00. On noticing the shortfall on what he expected to be paid Mr L contacted IASbet and was advised that, in accordance with the terms and conditions attached to his account, winnings on quadrella wagers for harness racing were capped at \$20,000.00 and that the payout included the capped amount plus the return of his original stake of \$5,000.00.
3. Mr L disputes the capping of the payout for his winning quadrella wager and states that he had been previously advised by IASbet staff that there were no caps applicable to his account. He stated further that on several previous occasions he had been paid in excess of \$20,000.00 for successful quadrella wagers on harness racing.
4. The issue in dispute between the parties are clearly articulated in the materials submitted by the parties and the Commission determined to conduct its investigation into the dispute on basis of the evidence presented to the Commission by the parties.

### Evidence presented by the parties

5. Mr L has held an account with IASbet since 5 April 2006 and, as per normal requirements, he acknowledged and accepted IASbet's Rules and conditions at the time of opening the account. In his letter of complaint Mr L stated that he was entitled to payment of the full winning dividend as he had been advised that there were no caps in place in respect of his account. Mr L also stated that IASbet had previously paid dividends in excess of the \$ 20,000.00 cap on several occasions prior to 7 July 2012 and that he was first advised that the cap would be applied on that date. Mr L also states that he would have reduced his stake on quadrella

wagers if he had been aware that a cap of \$20,000.00 would be applied to any winning dividend.

6. On 31 October 2012 Inspector Edward Berry, on behalf of the Racing Commission, forwarded a number of questions to Mr L in respect of his wagering with IASbet. Mr L responded on the same date and provided the following information:

- He confirmed that he was aware of the caps on certain payouts as set out in the IASbet Rules when he opened the account and he was aware of the cap on quadrella wagers on Australian harness racing;
- He stated that IASbet has not offered quadrella bets for that long but when they first did he was careful of how much he would put on as he did not want to wager to win more than the capped amount;
- He identified the following successful wagers with IASbet on harness racing quadrellas for which he was paid more than the capped amount:

| <b>Date</b> | <b>Harness Racing Meeting</b> | <b>Quadrella payout</b> |
|-------------|-------------------------------|-------------------------|
| 16/12/2011  | Yarra Valley                  | \$25,545.00             |
| 17/12/2011  | Gloucester Park               | \$49,200.00             |
| 14/6/2012   | Gold Coast                    | \$33,000.00             |
| 27/6/2012   | Terang                        | \$24,475.00             |
| No date     | Penrith                       | \$24,020.00             |
| 05/07/2012  | Ballarat                      | \$33,302.00             |
| 04/05/2012  | Melton                        | \$31,340.00             |

- Mr L stated that no-one from IASbet had contacted him regarding caps on harness racing wagers prior to his winning quadrella selection on 7 July 2012 on the Albury Races. He stated that he was advised in an earlier phone conversation with an IASbet staff member that there were no caps on his account for harness racing.
- He stated that he had a phone conversation with a person named "Phil" after the Albury Races quadrella winnings were capped during which the reasons for the capping of the payout were confirmed. He stated that, after a follow up call from "Phil" confirming that future payouts would be capped, he reduced the amount he had already wagered on a yet to be run quadrella at Globe Derby so as to not exceed the capped payout if his wager was successful.
- Mr L stated that some time after the disputed wager on the Albury races IASbet had prevented him from making quadrella wagers so he does not bet with them any more.
- He also stated that he had made a successful \$3,000.00 wager on a treble at the Mackay thoroughbred races on 7 July 2012, the same day as the disputed Albury quadrella wager, and collected \$34,495.00 despite the IASbet Rule limiting treble payouts to \$20,000.00 for non-metropolitan meetings.

7. IASbet responded to the complaint via email dated 9 August 2012 from Mr Neil May, Risk Operations Manager of Sportsbet Pty Limited. It should be noted that IASbet is a wholly owned subsidiary of the Sportsbet group of companies. Mr May provided confirmation that Mr L's successful quadrella wager on the Albury Races was capped at \$20,000.00, in accordance with IASbet Rules 53.2 and 53.11. He also advised that, in respect of Rule 53.11 limiting maximum payouts to the largest relevant tote pool, the Victorian TAB tote pool for the Albury Races quadrella was \$1,201.64 and the NSW TAB tote pool was \$1,158.50.
8. Mr May advised that the payout caps have been in place for some time however Sportsbet exercises them at its discretion in order to protect itself from pool manipulation and liquidity concerns. He confirmed that Mr L had previously been paid out on a successful wager in the vicinity of \$80,000.00 on a similar event. He stated that 'at the time they (presumably Sportsbet) chose not to exercise the cap' and that, in the case of the Albury quadrella, the cap was exercised 'due to liquidity concerns in accordance with their rules'.
9. Mr May also provided a copy of Mr L's Client Betting Statement for the period 6 June to 7 August 2012. That Statement was defective and incomplete in that it did not include any reference to his quadrella wager on the Albury Races, or to a number of other quadrella bets that Mr L had placed during that period and which he claimed were relevant in respect of his complaint. On further investigation the Betting Inspectors noted that IASbet's audit log was not available to them as required by the conditions attached to their licence. On 24 September Mr Neil May, on behalf of IASbet, advised in an email to Inspector Mark Wood that 'It appears we have an issue with Quaddie transactions not appearing on customer statements'. Mr May provided no advice at that stage as to why the audit log was unavailable to the Inspectors or the Commission or when the situation would be rectified.
10. On the same date Mr May also provided a complete transaction record for Mr L's account, including the previously missing quadrella bets. The inaccurate records provided to the Inspectors initially and the failure of the audit log to be available for inspection at all times are the subject of separate investigations being conducted on behalf of the Commission which do not affect Mr L or the resolution of this dispute.
11. On 31 August 2012, Inspector Berry sought additional information from Mr May in respect of Mr L's wagering activity with IASbet. Mr May responded via email dated 15 November 2012 and advised as follows:
  - A review had been conducted on Mr L's account and found that there were eight occasions where Sportsbet (sic) had voluntarily waived its right under the Terms and Conditions to cap Mr L's bets, namely:

| <b>Date</b> | <b>Harness Racing Meeting</b> | <b>Quadrella payout</b> | <b>\$ paid above cap</b> |
|-------------|-------------------------------|-------------------------|--------------------------|
| 16/12/2011  | Yarra Valley                  | \$25,545.00             | \$5,545.00               |
| 17/12/2011  | Gloucester Park               | \$32,800.00             | \$12,800.00              |
| 14/06/2012  | Gold Coast                    | \$33,300.00             | \$13,300.00              |
| 27/06/2012  | Terang                        | \$24,275.00             | \$4,275.00               |

| <b>Date</b> | <b>Harness Racing Meeting</b> | <b>Quadrella payout</b> | <b>\$ paid above cap</b> |
|-------------|-------------------------------|-------------------------|--------------------------|
| 28/06/2012  | Penrith                       | \$24,020.00             | \$4,020.00               |
| 01/07/2012  | Geelong                       | \$40,500.00             | \$20,500.00              |
| 01/07/2012  | Geelong                       | \$40,500.00             | \$20,500.00              |
| 07/07/2012  | Mackay<br>(Thoroughbreds)     | \$34,495.00             | \$14,495.00              |

- In respect of whether Mr L had been advised by IASbet staff that there were no limits on his account, Mr May advised that Sportsbet does not routinely discuss limits which are placed on customer's accounts. Such limits are for internal purposes only. Sportsbet disputes that such an arrangement was made with Mr L.
  - Mr May stated that Sportsbet does not apply caps 'randomly'. It has applied them from time to time to guard against either pool manipulation or to manage its risk to an appropriate level in respect of pool sizes for any given event. He stated that whilst a decision to not exercise a cap previously may raise an expectation from customers that future bets will not be capped, it's important to note individual circumstances around each bet and relevant pool size/makeup are unique therefore Sportsbet reserves its right to apply the cap where appropriate in accordance with its terms & conditions (as agreed to by all customers).
  - In response to a query in regard to refunding part of a wager where, should it have been successful, the payout would have exceeded the cap, Mr May advised that Sportsbet has not made any such reimbursements or adjustments for Mr L's losing quadrella wagers. He stated that given the indeterminate nature of Quaddie pool betting, Sportsbet believes it would be impractical to do so. Likewise, it is difficult for Sportsbet to restrict the size of bets placed given it does not have visibility over pool sizes and expected dividends for all combinations at the time of bet placement.
  - He stated that Sportsbet waives betting caps from time to time if it is satisfied in the integrity of the relevant tote pool(s) and the depth of liquidity of same. It has waived betting caps on occasion since being made aware of this complaint, however it is typically on Win & Place bets. Mr May also stated that Sportsbet has not waived its right to cap any quadrella bet payouts since 1 July 2012 on any racing code.
  - Mr May confirmed that, following a phone call to Mr L on 7 July 2012, a follow up call was made where it was communicated the cap would be enforced on his Globe Derby Quaddies that were still pending. Mr May provided a copy of the recording of the initial phone call to Mr L. Mr May stated that during the follow up phone call Mr L was given the option of cancelling all his wagers, however it was agreed to cancel some of his pending wagers and to leave others stand.
12. Mr May also provided additional information in respect of the failure of the audit log and the fact that it was not accessible to Betting Inspectors or the Commission for a significant period of time. As noted above, that issue is not relevant to the betting dispute with Mr L and will be dealt with separately by the Commission.

## Relevant considerations

13. The Commission derives the power to intervene in and settle wagering disputes from section 85(4) of the *Racing and Betting Act* which provides:

*(4) The Commission shall hear and determine all disputes referred to it under this section.*

14. The following facts are not in dispute between the parties:

- Mr L has held an account with IASbet since 5 April 2006;
- Since the time of opening the account Mr L has been aware that the IASbet Rules include restrictions on payouts for exotic wagers, including quadrella wagers;
- On 7 July 2012 Mr L placed a number of quadrella wagers, totalling \$5,000.00, on the Albury Races;
- Mr L's wagers included 100 units on the winning quadrella combination;
- The winning quadrella combination returned a dividend of \$851.30 per unit.

15. The issue for resolution by the Racing Commission is whether, in the circumstances surrounding this dispute, IASbet is entitled to apply the cap contained within its Rule and thereby limit the payout to Mr L to the amount specified by the relevant Rules, namely a capped payout of \$20,000.00 instead of Tote derived dividend of \$85,130.00.

16. The relevant IASbet Rules in respect of the capping of harness racing quadrella payouts, as evidenced on its website, are:

**52. Maximum Win Limits:**

*Without prior negotiation, the maximum payout by IASbet to any one individual or entity (or group deemed by IASbet to be acting on behalf of any one individual or entity) on any one race, shall be limited to:*

**52.2 Australian Harness Racing:**

*Quaddie = \$20,000*

**52.11 Maximum total payouts**

*Notwithstanding any of the above maximum win limits, IASbet reserves the right to limit the total payout to any individual member(s) on any bet type on any single event. If the total IASbet payout on any bet type exceeds the largest relevant tote pool, IASbet reserves the right to limit the total payout to members to the amount of the largest tote pool on that particular bet type.*

17. Those Rules are relatively straight forward and provide clear advice to punters wagering with IASbet as to the limits that will or may be applied to exotic wagers generally and harness racing quadrellas specifically. Mr L has frankly admitted that he read and understood the Rules when he opened his account and he was aware that that there were Rules limiting payouts on exotic wagers, including quadrellas. In normal circumstances that would be the end of the matter and a dispute in respect of the application of a cap would be resolved in favour of the bookmaker.

18. However, in the circumstances of this dispute it is necessary to take into account the past behaviour of the parties and, in that sense, to address the parties' expectations at the time the disputed wager was placed. It is clear from the information provided by Mr L and Mr May, on behalf of IASbet, that Mr L had been paid winnings in excess of the \$20,000.00 cap on several occasions prior to the disputed wager. It is also not in dispute from the information provided by Mr May that Mr L was again paid a dividend in excess of the capped amount on a treble wager on the Mackay thoroughbred races, held on the same day as he made the disputed wager.
19. In his initial email of complaint Mr L states: *'I think it is wrong that I wasn't told of this restriction and I should be paid as I put quaddies on the night before and through the week which some had cost me up to \$8000 at times maybe even more and all I could collect was \$20000. I am not stupid and I would not have put on these bets on for these amounts if I knew I had a restriction on my account'*. That statement is consistent with what Mr L asserted in the telephone conversation with 'Phil', an employee or agent of IASbet, when he phoned Mr L phoned to clarify why the dividend paid for the Albury Races quadrella had been capped. The transcript of that conversation is as follows:

**Recorded conversation: Mr L and Phil from IAS Bet Date: 7 July 2012**

**Mr L:** Hello.

**Phil:** Is that Mr L?

**Mr L:** Ah yes.

**Phil:** Mr L it's Phil speaking from IAS. Have you got a moment to chat?

**Mr L:** Yes

**Phil:** Just giving you a call in relation to your quaddie bets.

**Mr L:** Yep

**Phil:** I believe you were speaking to our customer service department as well relating to a payout. What has actually happened with harness racing we actually have a term where we cap quaddies for harness racing at \$20,000. So it's something that has been taken as a commercial decision to enforce here.

**Mr L:** Yeah Yeah I know it's capped for everyone else but my account, I have talked to someone there and it's not capped.

**Phil:** When did you speak to someone here.

**Mr L:** Must be 6 months ago, could be longer, would be longer. I've got the proof to show that I got paid \$80 k on one bet last week. One of the quaddies last week. You can't just stop, you can't just stop because I backed a couple of winners paying me that and not telling me. I've got \$6k on a quaddie going in a moment. Why would I bet \$6k if I am capped at \$20k?

**Phil:** What happened was I know you called our customer service department yesterday and you were trying to question whether you could get a quaddie bet over the telephone and whilst they were

seeking whether we could facilitate you, which we can't as it's an internet product only. We did actually want to communicate the information about the capping on future quaddie bets now I believe the call was disconnected prior to them getting back to you that's the information that I have heard like I don't think they came back to you did they on that in regards to the 5 quaddies did they.

**Mr L:** No. That's why this bet has to be paid otherwise I am going to give bad publicity for this.

**Phil:** Yeah. That's all I can tell you and I will certainly forward your comments that you say we do reserve the right to ...

**Mr L:** You do reserve the right but you have given me the right to do this and youse have cut it off because I've won. I have the bets there to prove that.

**Phil:** I understand that it may have been offered in the past but it is a situation where we have to ...

**Mr L:** That's right but you have to tell me you capped them after you have to tell me I am back to I can only win \$20K you can't let me keep punting and say no you backed another winner

**Phil:** We have returned the stakes on the losing bet so it's not a case that we just paid out and not recognised that the bets may have been potentially overstaked so those that we've paid out.

**Mr L:** What about last night. I invested about \$15k in quaddies will I get a return for them.

**Phil:** The quaddies that you have outstanding at the moment?

**Mr L:** No the ones last Thursday, I must have done \$6k to \$7k am I going to get a return for them?

**Phil:** Well I can certainly ...

**Mr L:** Do you want to go back to Wednesday, Tuesday

**Phil:** Well I can certainly speak to that but as far as this decision which is taken from now I will certainly speak with regards to that ....

**Mr L:** I have probably done \$100k during the week on quaddies.

**Phil:** Right. The point where this decision has taken place and we did try and communicate the point to you and I fully understand what you are saying as well. What I will do is I will go back and speak in regards to it over what you have said to me because I will take on board everything you have had to say There is a point where there needs to be a line where a decision's made and that has been made. I fully understand what you are saying to me as well.

**Mr L:** I will be happy if this bet is paid and I will work around the \$20k. I will start betting to win that.

**Phil:** Sure. Completely understand what you are saying.

- Mr L:** This bet has to be paid.
- Phil:** Let me go back and have a chat with regards to this because I understand what you are saying and where you are coming from, let me have a chat and I will give you a call back in the next hopefully 10 or 15 minutes.
- Mr L:** And what about this other quaddie I have on tonight. I have about \$5,200 on the quaddie.
- Phil:** Again, let me have a discussion with regards to where we go let's get a resolution on this and draw a line under it and make sure we are all clear where we go in the future. You are talking about the quaddies, the outstanding ones at Globe Derby.
- Mr L:** I have \$5,200 on the quaddie.
- Phil:** Yep, leave this with me Mr L and let's get a resolution on this and I will come back to you hopefully within the next 10 minutes.
- Mr L:** OK Thank you.
- Phil:** OK Mr L. Take care.

20. Several observations may be made in respect of that conversation. Firstly, Mr L confirmed the statements made in his complaint to the Commission, that he was aware that the IASbet Rules included caps on quadrella wagers however the amount that he wagered on a particular quadrella was premised on the his understanding that the caps were not applicable to his account. He reiterates in the phone conversation that his view that the caps were not applicable to his account was supported by the fact he had been paid in excess of the capped amount on several previous quadrella bets. Mr May confirmed that statement to be accurate and confirmed in his advice to the Commission that Mr L had been paid dividends in excess of the cap for previous quadrella wagers.
21. Mr L also raises the legitimate query as to why IASbet would accept a wager when the amount wagered, if successful, would result in a dividend that exceeded the capped amount. Mr L states categorically that he would have reduced the amount of his wagers had he been aware that the cap would be applied. In addition, when it was confirmed to Mr L that the cap would apply to the pending quadrella bet on the Globe Derby harness races on the evening of 7 July 2012 he reduced the amount of his wager so as not to exceed the cap if the bet was successful. The IASbet Client Betting Statement for Mr L indicates that the wagers on the Globe Derby harness races were not debited against his balance.
22. An examination of Mr L's client betting statement supports his assertion that he wagers significant amounts on quadrellas, often in aggregated amounts of between \$5,000.00 and \$8,000.00 per quadrella. A number of those wagers had been successful and the dividends actually paid by IASbet have significantly exceeded the cap specified in the Rules. In the conversation with Phil, Mr L queries whether he will receive a refund on quadrella bets for the stake money that would have resulted in a dividend above the capped amount had the bet been successful. As rightly pointed out by Mr May, it is not possible to determine what the payout for a quadrella bet will be prior to the start of the last race in the quadrella.



23. However, it appears anomalous that where a quadrella wager is overstaked, in terms of the cap that will be applied to any dividend paid, the whole stake is lost when the wager is unsuccessful, including that part of the stake that would have resulted in no dividend due to the cap. In respect of the disputed wager, IASbet have effectively acknowledged this anomaly by refunding Mr L's entire stake for the Albury Races quadrella.
24. When advised by Phil that any future dividend would be capped, including his \$6,000.00 quadrella bet pending on the Globe Derby harness racing, Mr L queried why he would wager \$6,000.00 on a quadrella if he was aware that any winnings would be capped at \$20,000.00. Consistent with that statement, Mr L subsequently reduced his stake on the pending Globe Derby quadrella in an attempt to not exceed the cap should the bet be successful.
25. Phil also acknowledges in the phone conversation that IASbet wanted to communicate the information about the capping on future quadrella bets when he first contacted IASbet's customer service regarding the dividend on the Albury Races quadrella. He confirms however that the information was not relayed to Mr L at that time as the call was disconnected. Mr L confirms that he received no advice regarding the enforcement of the caps during the earlier phone call and that the advice from Phil was the first time he had been informed that the cap would apply to the Albury Races quadrella and to any future quadrella wagers.
26. Mr L's wagering activity and the information he has provided to the Commission has been consistent, namely that he was aware that the IASbet Rules included a cap on harness racing quadrellas but had been wagering significant amounts on the understanding that the cap did not apply to his account. His view in that regard is supported by both his own evidence, as well as that provided by IASbet in respect of previous winning quadrellas where the cap was not imposed. The information provided by Mr May makes no reference to a cap being applied to any wager of any type placed by Mr L between 5 April 2006 and 7 July 2012. On the basis of that evidence the Commission is compelled to find that the Rules relating to the capping of dividends were not applied to Mr L's account prior to 7 July 2012.
27. Mr May advised that a decision to not invoke a cap previously may raise an expectation from customers that future bets will not be capped however he states that it is important to note individual circumstances around each bet and relevant pool size/makeup are unique therefore Sportsbet (sic) reserves its right to apply the cap where appropriate in accordance with its terms & conditions. However, Mr May provided no information as to how those considerations resulted in decision to not cap Mr L's dividend on at least 7 occasions prior to and after the Albury Races wager on 7 July 2012. He has also provided no advice as to why the individual circumstances or the relevant pool size for the Albury Racing quadrella were such as to warrant the imposition of the cap in this instance, apart from simply advising what the Tote pools were.
28. The Commission agrees that the failure to apply the cap to Mr L's winning quadrella wagers on at least 7 separate occasions would give rise to an expectation on the part of Mr L that the caps did not apply to his account. In the alternative, as put by Mr L in his submissions, the failure to apply the caps to the 7 winning wagers over a significant period of time confirmed his view that the caps did not apply to his account and he expected to be paid the full dividend for his winning wager on the Albury Races quadrella as had occurred in the past.

29. The question for the Commission to resolve is whether IASbet, via its actions in consistently waiving its rights to cap Mr L's winning dividends prior to 7 July 2012, has enlivened a reasonable expectation on the part of Mr L that the waiver would again be granted in respect of his winning quadrella wager on the Albury Races.
30. The striking of a wager between a bookmaker and a punter is an agreement founded in contract law. A waiver is essentially a unilateral act by one party to the contract that results in the surrender of a legal right they would otherwise have under the terms of the contract. In this case IASbet has, on several occasions prior to 7 July 2012, unilaterally waived its legal right to cap Mr L's quadrella payments as it was entitled to do in accordance with the IASbet's Rules and Conditions. In this case the waivers prior to 7 July 2012 were granted unilaterally and voluntarily by IASbet. The fact that IASbet, by consistently waiving the cap prior to 7 July 2012 without reference or notification to Mr L that it intended to do so, clearly raises issues in respect of Mr L's expectation that either the cap did not apply to his account or, in the alternative, that the cap would be waived on future quadrella bets as it had been in the past when winnings had exceeded the cap and had been paid in full.
31. Waivers generally must be made voluntarily and with the full knowledge on the part of the person granting the waiver of the right that is being waived. Clearly IASbet was at all times aware of its right to enforce the caps on harness racing quadrella wagers made by Mr L. IASbet voluntarily and unilaterally chose not to do so on at least 7 separate occasions. A waiver must also be unambiguous and clear to a reasonable person. In this case the waiver was clear to Mr L to the point his belief that the caps did not apply to his account was confirmed. Mr L has stated that he was advised that the caps did not apply to his account by a staff member at IASbet some 6 months or longer prior to 7 July 2012. IASbet has been unable to confirm or deny whether that advice was actually given to Mr L and, if so when and by whom. The Commission makes no finding in that regard. However, the question of whether or not Mr L was advised by IASbet staff that the caps did not apply does not need to be answered in this case. IASbet's actions in consistently granting the waiver on numerous occasions prior to 7 July 2012 gives rise to a reasonable expectation on the part of Mr L that the waiver would also be granted for any future wagers where the specified cap on winnings was exceeded.
32. In all the circumstances of this complaint, and based on the matters set out above, the Commission must find in favour of Mr L in respect of his winning dividend for the quadrella wager he placed on the Albury Races. Mr L had reasonable grounds on which to assume that the waiver of the cap on harness racing quadrellas would be granted again, as it had been in the past. He reasonably expected to be paid the full dividend for the wager, as had occurred in the past for dividends that exceeded the cap. IASbet's actions in granting the waiver for previous wagers that had exceeded the cap constitute a course of conduct that enlivened Mr L's expectation that the cap would be waived for future quadrella bets.
33. For the purpose of completeness, once Mr L was advised in the phone call with 'Phil' on 7 July 2012 that the cap would be applied to his future quadrella wagers he could no longer have maintained any reasonable expectation in respect of the dividend for future quadrella bets being paid above the cap after that date. Mr L certainly accepted that position and reduced his stake on the Globe Derby harness racing quadrella so as to not exceed the cap should the wager be successful. That fact strengthens Mr L's argument that he was lead to believe by IASbet's prior actions that the cap did not apply to his account. IASbet's consistent

waiving of the cap prior to 7 July 2012 confirmed Mr L's belief in that regard, irrespective of whether he was actually told that the cap did not apply by a staff member of IASbet or whether the belief arose solely from IASbet's prior and consistent waiving of the cap.

34. The Commission notes that it is always available to a bookmaker to waive their own rules, including the caps on exotic wagers, in favour of a punter when and if they choose to do so. However, in order to remove the expectation on the part of a punter that a waiver will also be applied for future bets there needs to be a clear communication from the bookmaker where the waiver is granted on a one-off basis. In respect of Mr L, there is no on-going issue as to whether IASbet will apply the caps for future quadrella bets as he advises that he has subsequently been barred from making quadrella wagers via his IASbet account.

## **Decision**

35. For the reasons set out above the Racing Commission has determined the dispute between Mr L and IASbet in favour of Mr L. IASbet is directed to make payment to Mr L for his winning quadrella wager on the Albury harness racing on 7 July 2012 in the full amount, being \$85,130.00 comprising 100 units on the winning combination at a declared dividend of \$851.30. The Commission notes that IASbet has previously credited Mr L's account in the amount of \$25,000.00 for the successful wager.

Philip Timney  
Presiding Member

David Brooker  
Member

13 February 2013