

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 <i>Racing and Wagering Act 2024</i> and section 85(2) of the <i>Racing and Betting Act 1983</i>) |
| COMPLAINANTS: | Mr S |
| LICENSEE: | Entain Group Pty Ltd trading as Neds.com.au |
| HEARD BEFORE: (on papers) | Mr Alastair Shields (Presiding Member) Ms Rachael Shanahan Mr Ian Curnow |
| DATE OF DECISION: | 26 June 2025 |

DECISION

1. For the reasons set out below, the Northern Territory Racing and Wagering Commission (**the Commission**) is satisfied that Entain Group Pty Ltd, trading as Neds.com.au (**Neds**) has, in relation to its dealings with the complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Betting Act 1983* (**the RBA**), its licence conditions, and the terms and conditions that were in effect at the time of the events the subject of this gambling dispute.
2. It therefore follows that, in accordance with the terms and conditions that applied at the time, Neds was justified to void the wagers on the Complainant's account in accordance with its relevant terms and conditions because Neds had identified suspicious activity on the account. Voiding the wagers does not entitle Neds to retain any of the deposits on the accounts and the Commission notes that Neds has refunded all deposits made into the account.

REASONS

Background

3. Neds was originally granted a sports bookmaker licence by the former Northern Territory Racing Commission (**former Commission**) on 1 September 2016 under the licensing regime contained within the now repealed RBA. Under the transitional arrangements contained within the *Racing and Wagering Act 2024* (**RWA**), which commenced on 1 July 2024, any licence issued under the repealed RBA that was valid immediately before the commencement of the RWA continues in effect on the commencement of the RWA as a licence under the RWA. Neds' current licence is due to expire on 30 August 2026.
4. As noted in quite a number of previous decisions, all sports bookmakers licensed by the Commission are required to publicise a comprehensive set of terms and conditions for wagering which both parties are bound by when an account is opened and each time a bet is struck. These terms and conditions operate to ensure legislative compliance and the commercial efficacy of the business model of a sports bookmaker.

The Complaint

5. On 13 August 2022, the Complainant lodged a complaint with the former Commission in relation to his dealings with Neds and it had not been determined by the former Commission prior to the commencement of the RWA.
6. 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.
7. In the complaint, the Complainant stated that he had placed numerous multiple bets with Neds on 9 August 2022 on the Gloucester Park Trots, with two successful same race multi bets winning a total of \$15,500, and that Neds had closed his account denying access to his winnings.

Neds Response to the Complaint

8. In response to the complaint, Neds advised that the account was suspended on 10 August 2022 on the basis that Neds had identified some anomalies which led to a suspicion that the account may have been operated in breach of Neds' terms and conditions.
9. Specifically, Neds identified that the Complainant's account was accessed using the same IP address and same make and model of mobile device that was being used by another Neds' customer, over this same time period. In addition, the other account had been previously restricted from being able to use 'same race multis'.
10. Neds has technology which is capable of determining the type of mobile device used to operate a betting account, and the relevant IP address used. Use of this information is the primary basis of Neds' decision to initially suspend the account and seek further information from the Complainant.
11. Neds notified the complainant via email on 10 August 2022 that his account has been suspended for a suspected breach of terms and conditions 8.1, *in allowing other persons to access the account or operate account for the benefit of someone else*. The email also requested additional information that Neds required to resolve their investigation of the matter, which included the provision of a Statutory Declaration, a Financial Institution Authorisation and a Bank Statement.
12. Neds' terms and conditions provide as follows:
 - 8.1 *Your Account is for your own personal use. You must not permit another person to access your Account and you must not use your Account on behalf of or for the benefit of another person.*
 - 8.10 *If we reasonably believe that you have breached the Terms and Conditions or a relevant law, or there has been unusual activity on your Account, we may do one or a combination of the following:*
 - (e) *require you to provide any additional information that is necessary for us to conduct an investigation and/or verify your compliance with the Terms and Conditions (including a statutory declaration, identification documentation or*

authority to verify information with your financial institution) even if you have provided this previously.

10.1 *By opening an Account with us and every time you access or use our Betting Platforms you warrant to us and agree that you:*

(e) will not allow any third party (including a minor) to, directly or indirectly, access or use your Account including but not limited to, making deposits into or withdrawals from your Account or placing bets using your Account;

(f) will make every effort to prevent the use of your Account by any third party;

(g) are operating your Account and placing bets on your own, without the direct or indirect assistance of any third party;

(h) will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third parties regarding the use of your Account;

10.2 *It is a condition of our acceptance of bets from you, and by offering to place a bet with us you warrant that:*

(a) you have not breached and will not breach any of the warranties set out in clause 10.1;

10.3 *In the event of any of the warranties set out in clause 10.1 or 10.2 proving to be false, or where we have reasonable grounds to believe a warranty is false, your stake(s) will be forfeited and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred. ...*

13. Neds further advised that the complainant declined to provide the requested additional verification. Neds therefore determined that account was operated in breach of its terms and conditions with the winnings considered void and all deposits refunded to the account.

14. On 18 August 2022, Neds notified the complainant via email that his account is permanently closed with deposits refunded.

Commission Findings and Consideration of the Issues

15. Pursuant to section 85(4) of the RBA, the Commission determined to investigate the matter and hear the dispute in absence of the parties, and make its determinations based on the written material before it.

16. In accordance with the principles of natural justice, and to ensure that all relevant information and evidence was before the Commission for its consideration prior to the making of its final determinations, a draft of the Commission's preliminary findings was supplied to both parties for comment. Neds confirmed that all relevant facts and arguments are accurately reflected in the Decision Notice and made no further comment or feedback. The Complainant did not provide a meaningful response by the due date.

17. The Complainant opened his account with Neds on 4 August 2022 and his identity was verified. The Complainant made an initial \$5 deposit into his account and on 8 August the Complainant made a further deposit of \$500 into his account. On 9 August the Complainant placed seven bets, and two of these bets were successful with a \$15,450 return.

18. Neds then suspended the Complainant's account on the basis that Neds had identified some anomalies, which led to a suspicion that the account may have been operated in breach of Neds' terms and conditions (as detailed in paragraphs 7 and 8).
19. The Commission has reviewed the technical evidence provided by Neds, and the Commission is satisfied that wagers placed by the Complainant were placed using the same IP address and same type of mobile device as used by another Neds customer, over the same time period. This evidence also showed that on other occasions, a third Neds account had been accessed using the same IP address and the same make and model of mobile device.
20. Neds notified the Complainant via email on 10 August 2022 that his account has been suspended for a suspected breach of terms and conditions 8.1, *in allowing other persons to access the account or operate account for the benefit of someone else*. The email also requested additional information which Neds required to resolve their investigation of the matter, which included the provision of a Statutory Declaration, a Financial Institution Authorisation and a Bank Statement.
21. The Commission was advised by Neds that the complainant did not provide the requested information.
22. The Complainant made a number of telephone calls to Neds to try and access the winnings in his account. The Commission listened to the telephone recordings of the discussions between the Complainant and Neds. In one of these calls, in describing his betting activity on 9 August 2022 the Complainant advised that his phone battery had gone flat and he had used his mate's mobile to log in and place the bets. The Commission noted that when queried, the Complainant would not provide the name of his friend whose phone he said he had borrowed to place the bets. The Complainant was also unable to provide a convincing response when asked to explain the source of funds for the \$500 deposit.
23. Having carefully considered all of the available evidence, the Commission is satisfied, on the weight of evidence, that Neds was justified in determining (acting reasonably) that the Complainant's account was linked to the same IP address and mobile device of another Neds account, and that Neds was justified in reasonably suspecting that the Complainant was in breach of terms and conditions 8.1, *in allowing other persons to access the account or operate account for the benefit of someone else*.

Conclusion

24. For the complaint the subject of this decision notice, the Commission has determined that Neds was justified to determine that the account in question was linked to at least one other account using the same IP address and mobile device. It therefore follows that, in accordance with the terms and conditions that applied at the time, Neds was justified in voiding the wagers on this account.
25. Voiding the wagers does not entitle Neds to retain any of the deposits on the accounts, and the Commission notes that Neds has advised it refunded the deposits made into the account.

NOTICE OF RIGHTS

26. 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.



Alastair Shields
Chair, Northern Territory Racing and Wagering Commission

On behalf of Commissioners Shields, Shanahan and Curnow