

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr O
Licensee:	Ladbrokes Digital Australia Pty Ltd
Proceedings:	Pursuant to Section 85(4) of the <i>Racing and Betting Act</i> – Referral of Dispute to Racing Commission For Determination
Heard Before:	Mr John Boneham (Presiding Member)
(on papers)	Mr Andrew Maloney Mr David Loy
Date of Decision:	15 November 2017

BACKGROUND

1. On 2 June 2017, Mr O lodged a gambling dispute against NT Sports Bookmaker Ladbrokes Digital Australia Pty Ltd (The bookmaker).
2. This dispute centres around a number of multibets made by Mr O on 21 May 2017 on the final round of the English Premier League.
3. Mr O claims that “Some of the bets won and then Ladbrokes cancelled the bets saying there was a pricing error”.
4. The bookmaker has provided a detailed response to the dispute advising that “On 21 and 22 May 2017, the client placed 33 multi bet wagers, which included one leg on the market on the amount of passes that would be completed by Scott McTominay (playing for Manchester United against Crystal Palace). No multi bets were placed that did not include this market. No other multi bets were placed on any other EPL games.
5. The bookmaker has advised that the clients wagers were accepted, however later voided due to the incorrect prices being displayed.
6. To support the bookmaker’s rationale for voiding the client’s wagers they have provided a comparison of the incorrect odds the client received against the correct odds that the client was entitled to.

FACTS OF THE MATTER

7. The prices for the market relating to passes completed by Scott McTominay at which bets were accepted and the correct price are set out below:

Manchester United against Crystal Palace

Passes	Odds	Incorrect
31	1.15	3.25
33	1.25	4.65
36	1.46	8.92
38	1.63	10.00
40	1.85	13.90
41	1.91	19.45

8. The bookmaker has provided comparative prices for other players in the same team and in the same match as the team and match in question. The maximum prices for other players in a similar playing position were as follows:

Name	Maximum pass completed option	Price
Paul Pogba	100	\$5.91
Michael Carrick	85	\$2.95
Marouane Fellaini	67	\$3.26
Ander Herrera	85	\$2.96

9. However it is important to note that the forgoing comparisons are those supplied by the bookmaker and have not been ratified by comparing odds for similar markets framed by other bookmakers fielding on the match.
10. In fact, on 1 August 2017, the Commission requested provision of any such external comparative odds, but Ladbrokes were unable to supply the same.
11. As the Commission is aware, as part of all sports bookmaker's operative systems there are mechanisms in place which automatically change the odds on offer, depending on the current risk liability to the bookmaker.
12. It then follows that a team's or individual's price can firm or drift automatically, depending on this risk liability.
13. In this instance the bookmaker is claiming that the odds on offer to Mr O on various multi bet wagers were obviously in error and is claiming relief under Rules 4.2, 13.1 and 14.1 of their Terms and Conditions.
14. It is a requirement of each sports bookmaker's licence that they promulgate a set of detailed Terms and Conditions which both parties are then held to when an account is opened and each time a wager is struck.
15. By opening the account, the client has agreed to be bound by the Terms and Conditions as particularised on the bookmaker's website. In dealing with this matter, the bookmaker has relied upon the following sections of the Ladbrokes General Rules of Betting:

4.2 In the event that a line or price is put up in obvious error due to human error by an employee, any customer wagers entered to take advantage of such error will be void.

Furthermore, Ladbrokes Terms of Use state:

13.1 Where, in respect of any of our betting products or an event within a betting product, we make an error (whether human or otherwise), we will be entitled to declare the transaction void and withhold any payments. If we wrongly pay an amount to you or we pay you more than the amount to which you are properly entitled, you agree to repay us immediately upon request from us the amount which has been wrongly paid or overpaid to you. You also give us permission to adjust your Account (or make a withdrawal from another Account you have with us) to reflect the true outcome and rectify the error. An example of such an error might be where a price is incorrect, a bet is late, a failure occurs in one of our systems or where we enter a result of an event incorrectly.

14.1 If a bet is accepted in error by us on an event or outcome, the bet will be void and your stake returned. Examples of this include, but are not limited to, human errors or system problems where a bet is accepted at a price (which includes the odds, handicap provisions and other terms or details of the bet) that is materially different from those available in the general market at the time the bet was made or obviously incorrect given the chance of the event occurring at the time the bet was made.

CONSIDERATION OF THE ISSUES

16. In this complaint Mr O provided a coherent and detailed account of his rationale behind his decision to place the disputed multi bets. An abbreviated transcript of which follows.
17. "On Sunday night 21 May 2017, I placed some multi bets on the last round of the EPL across various matches. Some of these bets won and on Monday morning I had a balance with Ladbrokes of approximately \$52,000, which I was ecstatic with. Ladbrokes then cancelled the bets saying there was a pricing error, but outlined no reason why the price was incorrect to justify cancelling the bet".
18. "I backed numerous player stats based markets in multis on the last day of the EPL. I used McTominay as the banker leg in these multis as I thought his price was the best value. Ladbrokes has him at 3.3 for 30 or more possessions and at bigger prices for higher levels like 40+ and 45+".
19. "McTominay is a young kid who was on debut for Man United, who were at home to Crystal Palace. The main reason I liked the bet is because he wouldn't have been expected to play anywhere near 90 mins under normal circumstances, but Man United were playing in the Europa League final 3 days later, so I took a chance that he would play more minutes than expected as there was definitely a chance the star players like Pogba, Rooney etc wouldn't play as many minutes as usual. That turned out to be the case, as Pogba and Rooney were substituted early (Pogba at half time) and McTominay played 90 mins. McTominay only had 13 possessions in the first half when the star players were on the field but had 35 in the 2nd half, when he played in a more central role due to the substitutions. The other reason I like the bets is United had improved towards the end of the season and were likely to have more possessions at home

against the lesser teams than earlier in the season. Also since Sam Allardyce has taken over as Crystal Palace manager a couple of months before, Palace had played a very defensive game away from home against the big teams like Liverpool/Man City and United. I thought that this would lead to United having more possession so all of their players were likely to have a few more possessions that they would in a normal game”.

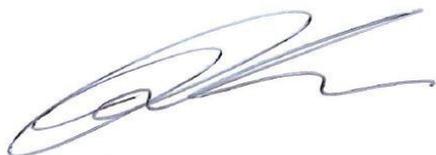
20. “For Ladbrokes to cancel the winning bets after the event is unbelievable! Their email says initially the bets were settled at the correct price and then says they were cancelled. It’s impossible to work out what they have done from my account history. I was under the impression that to cancel a bet there had to be a palpable error, like typing 101 instead of 10. In this case I thought the 3.3 price should have been more like 2.0, which is backed up by the fact the player only had 13 possessions in the first half. McTominay played more minutes than expected but that isn’t a pricing error in any way. I also had Diego Costa to have over 4 shots in some of the bets. He’s the star forward for Chelsea and would usually play 90 mins. In this game he was substituted after 66 mins because he got a yellow card and was losing his temper. Obviously Ladbrokes didn’t cancel the Costa selection because he played less minutes, as that’s just part of the bet”.
21. Given the foregoing explanation by Mr O and taking into account Ladbrokes explanation and internal comparative odds provided, it is then up to the Commission to determine whether the odds offered by Ladbrokes were indeed posted in error or whether given the circumstances around player McTominay would be judged to be fair and equitable.

DECISION

22. The Commission recognises Ladbrokes right to void a wager in the event of incorrect odds displayed (Rules 4.2, 13.1 and 14.1 of their Terms and Conditions refers).
23. However these should relate to obvious errors, as in the case of an \$11 price being posted as \$101 or something similar, due to a typographical or human error.
24. This would not appear to be the case in this dispute as the allegedly incorrect odds were simply above what Ladbrokes claim to be the correct odds for the number of passes to be completed by Mr McTominay during the match.
25. In coming to its decision the Commission has taken into account the following factors which in its opinion, are at the heart of this dispute:
 - a) Scott McTominay was on debut for Manchester United
 - b) Against expectations he played the full 90 minutes of the match
 - c) This came about due to the uncharacteristic substitution of star players like Pogba and Rooney. Pogba at half time and Rooney well before full time, giving rise to McTominay playing longer than would normally be expected.
 - d) Crystal Palaces style of play against sides such as Manchester United which was to be defensive, giving the opposition more use of the ball.
26. We consider this to be a case of the bookmaker under estimating the impact of these unforeseen circumstances at the time of setting its odds for the number of passes to be completed by Scott McTominay.

In effect, the bookmaker considered McTominay to be equivalent of “a roughie” in horse racing parlance and set its odds accordingly.

27. Mr O appears to be a very knowledgeable student of the game and of the circumstances surrounding this particular match.
28. He used his knowledge in placing his multi bets to take advantage of the generous odds on offer. Thereby inflicting loss on the bookmaker, which is his right, as a party to a betting contract.
29. The Commission is not convinced that the comparative odds information provided by the bookmaker is relevant, as it does not include comparative odds from other bookmakers, simply relying on comparing its own odds on other Manchester United players to that of McTominay.
30. The Commission has determined that this is not a case of obviously incorrect odds and accordingly finds that the multi bets placed by Mr O are lawful bets and are to be honoured by the bookmaker.



John Boneham
Presiding Member
NT Racing Commission

23 November 2017