

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr A
Licensee:	Sportsbet
Proceedings:	Pursuant to section 85(2) of the <i>Racing and Betting Act</i> – Referral of dispute to Racing Commission for determination
Heard Before: (on papers)	Ms Cindy Bravos (Presiding Member) Ms Amy Corcoran Mr Allan McGill
Date of Decision:	18 April 2019

Background

1. On 3 October 2018, pursuant to section 85(2) of the *Racing and Betting Act* (the Act), the complainant lodged a gambling dispute with the Northern Territory Racing Commission (the Commission) against the licensed sports bookmaker, Sportsbet.
2. The complainant has advised the Commission that he was able to open a betting account with Sportsbet despite having previously self-excluded from the sports bookmaker. As a result, the complainant is seeking a refund of \$950 from Sportsbet, being the total amount of deposits that the complainant made into the second betting account.
3. In response to the dispute, Sportsbet advised the Commission that the personal details used by the complainant to open the second betting account differed from those used to open the original betting account except for the complainant's date of birth. As the full names were different and it was only the date of birth provided by the complainant that matched, Sportsbet advised that they were not able to match the two betting accounts. Given this, Sportsbet has advised the Commission that they do not consider that a refund of the complainant's deposits into the second betting account is warranted.
4. Information relevant to this dispute was gathered from both parties by Licensing NT betting inspectors appointed by the Commission and provided to the Commission to consider the dispute on the papers.

Chronology

5. In 2014, the complainant opened a betting account with Sportsbet. This account was subsequently closed in February 2018 as a result of a request by the complainant to have the account closed permanently. The complainant did not provide Sportsbet with a reason as to why he wished to close his account at that time.

6. On 2 October 2018, the complainant opened a second betting account with Sportsbet. When opening this account, the complainant provided Sportsbet with the same first name and the same date of birth that he had used to open the original betting account with Sportsbet, however, the complainant provided details for his surname, address, email address, mobile phone number and user name that differed from those he used to open the original betting account with.
7. Upon opening the second betting account, the complainant made an initial deposit into the account of \$150. During the course of that day, the complainant made a number of winning and losing wagers as well as depositing a further \$800 into the betting account. The complainant had a zero balance at the conclusion of his betting activity on that day.
8. The complainant then contacted Sportsbet at 10.18 pm via email on the same day and advised Sportsbet that despite that he had previously advised Sportsbet of his gambling problem, the Sportsbet system had allowed him to open an account and to lose money. The complainant demanded a full refund of the deposits that he had made into the account and stated that if the refund was not received within 48 hours, he would lodge a complaint with the Commission.
9. Sportsbet at this time, suspended the complainant's account and referred it to the Sportsbet Responsible Service of Gambling team and requested the complainant to contact Sportsbet to discuss the matter further. Following a phone call between the complainant and Sportsbet the following day in which Sportsbet advised the complainant that the details used to open the two betting accounts differed, Sportsbet permanently closed the complainant's second betting account. Sportsbet also advised the complainant that they would not be refunding the deposits that the complainant had made into the second betting account.

Consideration of the Issues

10. All sports bookmakers licensed in the Northern Territory promulgate 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.
11. Rule 1.14 of Sportsbet's terms and conditions relate to responsible gambling and state:
 - 1.14.1. Sportsbet:
 - (a) makes every reasonable effort to prevent self-excluded customers from returning and using our service;
 - (b) provides pre-commitment facilities to help you control your spend (you can access these via the "My Account" section of our Website); and
 - (c) provides a self-exclusion facility to help you if you feel that you have developed a gambling problem. At your request, we will prevent you from using your Account indefinitely. To this end, we may retain such personal information as is necessary (and for as long as is necessary) to implement the self-exclusion facility as effectively as possible,

including the following information: your name, address and payment details. For information on problem gambling generally, please follow the links at the bottom of this and/or other pages of the Website.

1.14.2. If you are a self-excluded customer: (a) you must not attempt to open an Account or place any bets with us (using your Account or otherwise); (b) you are fully liable for your actions, and for all activity and bets placed on your Account; and (c) subject to these Rules, if Sportsbet considers that you have deliberately circumvented our controls (e.g. by opening a duplicate Account) and placed bets while you are self-excluded: (i) open/pending bets will be voided and the original stake returned to your Account; (ii) resulted bets will stand; and (iii) the balance of your Account will be returned to you.

12. Sportsbet has advised the Commission that in order to prevent self-excluded customers from returning and using their services, Sportsbet matches account details by full name, mobile phone number, address and email address.
13. The Commission has sighted evidence that as detailed at paragraph 6 above, when the complainant opened the second betting account with Sportsbet on 2 October 2018, the complainant provided Sportsbet with the same first name and the same date of birth that he had used to open the original betting account, but also provided details for his surname, address, email address, mobile phone number and user name that differed from those he used to open the original betting account with.
14. As a result, Sportsbet were not able to identify that the user of the second betting account was the same person who had opened and closed the original betting account.

Decision

15. The Commission is satisfied that Sportsbet have an appropriate system in place to match account details in order to prevent self-excluded customers from returning to use their services through the matching of the full name, mobile phone number, address and email address.
16. The Commission is also satisfied that given the differing personal information provided to Sportsbet by the complainant when opening the second betting account, it is not reasonable to expect Sportsbet to have identified that the second betting account was to be operated by the same person who opened and closed the original betting account with Sportsbet.
17. On the weight of the evidence before it and as detailed above, the Commission has determined that all bets struck during the life of the complainant's second betting account are lawful and that Sportsbet are entitled to rely upon Rule 1.14.2 of their terms and conditions, in that all of the complainant's resulted bets should stand.

Review of Decision

18. Section 85(6) of the Act provides that a determination by the Commission of a dispute referred to it pursuant to section 85 of the Act shall be final and conclusive as to the matter in dispute.



Cindy Bravos
Presiding Member
Northern Territory Racing Commission

18 April 2019