

# NORTHERN TERRITORY RACING COMMISSION

## Reasons for Decision

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| <b>Complainant:</b>                  | Mr O   |
| <b>Licensee:</b>                     | bet365   |
| <b>Proceedings:</b>                  | Gambling Dispute for determination by Racing Commission (pursuant to section 85(2) of the <i>Racing and Betting Act 1983</i> ) |
| <b>Heard Before:<br/>(on papers)</b> | Mr Alastair Shields<br>Ms Amy Corcoran<br>Mr Kris Evans  |
| <b>Date of Decision:</b>             | 13 October 2021  |

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### Background

1. On 19 August 2020, pursuant to section 85(2) of the *Racing and Betting Act 1983* (the Act), the Complainant lodged a gambling dispute with the Northern Territory Racing Commission (the Commission) against the Northern Territory licensed sports bookmaker, bet365.
2. The dispute centres on a bet that was cashed out during a soccer match. The Complainant submits he did not 'cash out' the bet, but as a result of his account being hacked, or a technical issue, the bet was cashed out returning \$7,428.58 to his account. The bet was subsequently a winning bet and the Complainant is seeking for the winning bet to be paid in full, amounting to an additional \$33,391.42 payable to the Complainant.
3. Information was gathered from the parties involved by Licensing NT officers appointed as betting inspectors by the Commission and provided to the Commission, which determined that there was sufficient information before it to consider the gambling dispute on the papers.

### Consideration of the Issues

4. The objects of the Act are the promotion of probity and integrity in racing and betting in the Northern Territory; maintaining the probity and integrity of persons engaged in betting in the Northern Territory; promoting the fairness, integrity and efficiency in the operations of persons engaged in racing and betting in the Northern Territory; and reducing any adverse social impact of betting.
5. In furtherance of those objects, section 85 of the Act provides the Commission with the jurisdiction to determine all gambling disputes between a sports bookmaker and its customer regarding lawful betting. In this respect, section 85 sets out the decision making regime for the making of a determination by the Commission as to whether the disputed bet is lawful and provides that a person may take legal proceedings to recover monies payable on a winning lawful bet or for the recovery of monies owed by a bettor on account of a lawful bet made and accepted.

6. In order to further the objects of the Act, the Act provides for the Commission to make rules for the control and regulation of sports bookmakers and in order to do so, the Commission approves the conditions attached to sports bookmaker licenses as well as reviewing and approving the terms and conditions of agreements entered into between sports bookmakers and their customers.
7. Both the sports bookmaker and its customers are bound by the sports bookmaker's terms and conditions when an account is opened and each time a bet is struck.
8. The terms and conditions of sports bookmakers often include a "Cash Out" feature as part of in-play betting that allows a sports bookmaker customer to get money back on their bet before the event they are betting on is complete. The amount of money that a sports bookmaker customer will get back is determined at the time of cashing out and will depend upon the likelihood of the bet winning at the time of cashing out and as a result, the amount could be greater or less than the initial stake.
9. bet365's terms and conditions that are relevant to this gambling dispute include the following Rules:

#### **Account Detail**

- 2.1 bet365 allows all its customers to choose their own username and password combination. Customers must keep this information secret and confidential as you are responsible for all bets/wagers placed on your account and any other activities taking place on your account.

#### **Cash Out Terms and Conditions**

3. If the Cash Out request is successful, this will be displayed and the bet will be settled immediately. The actual final result of the original bet will have no impact on the Cash Out amount. Where a bet has been cashed out before the event commences and the original stake is returned in full, the original bet will be treated as void.
  4. The Cash Out amount offered at any time is the total amount that will be returned to your account if the Cash Out request is successful.
10. The chronology of events is as follows:
    - a. The soccer match started at 04:15 (AEST) on 19 August 2020.
    - b. At 05:41:36 (AEST) on 19 August 2020, the Complainant bet \$26,000.00 at odds of \$1.57 on the "Over 4.5" match goals in the Sport Boys v Sporting Cristal soccer match. This was the 67<sup>th</sup> minute of the match with the score 1-3.
    - c. At 06:00:39 (AEST) on 19 August 2020, in the 87<sup>th</sup> minute of the match, the bet was cashed out, returning \$7,428.58 to the Complainant. The match score was still 1-3 at this time.
    - d. A fifth goal was scored in the 88<sup>th</sup> minute of the match to make the score 1-4 at 06:01:12 (AEST), only 33 seconds after the bet was cashed out.

- e. At 06:01:34 (AEST), the Complainant phoned the bet365 Telephone Betting Team querying why he received a 'cash out' amount into his account when he did not 'cash out'. The Complainant suggested there must be "something was wrong with their system" stating "as you can see from my history, I bet a lot and I never cash out".
  - f. The bet365 staff member could not see the bet had been cashed out so he was transferred to the Customer Support Team at 6:06:22 (AEST). The Customer Support Team member immediately saw the 'cash out' on the system and the Complainant was advised accordingly. During this call, the
  - g. Complainant stated "*...it's not my usual activity...*" and "*...I never once cashed out unless it is a winning bet.*"
11. The Complainant is adamant that no one has access to his account and is unsure how the bet was cashed out; that is, whether his account was hacked or it was due to a technical issue.
12. bet365 submits that prior to requesting a 'cash out', an account holder is required to log into the account and then select the 'cash out' tab before following a two-step process. In order to access a 'cash out' offer where it is available, the account holder is required to click on the light grey box which displays the 'cash out' price. After clicking on this box, the box will change to 'Confirm' which the client is then required to click if they want to continue. It is only when confirmation is received from the bet365, that the 'cash out' has been processed.
13. bet365 provided a log report showing the account was logged into at 05:56:49 and was logged out at 06:06:50. The audit logs also show that the bet was cashed out at 06:00:39 during the time which the account was logged into.
14. bet365 states that there is no ability for a staff member to 'cash out' a bet – it can only be done by a customer. Further, there was no evidence of any technical issues with its systems that day and no other customer has raised an issue in this regard to bet365. No other similar complaints have been raised with the Commission.

## Decision

15. The Commission is authorised following an investigation, to declare that a disputed bet is lawful or not lawful so far as the requirements of the Act are concerned.
16. In this matter, the Commission has determined that the bet struck on 19 August 2020 is a lawful bet pursuant to section 85(1A) of the Act given that it was struck in accordance with the Act, relevant Codes of Practice, the conditions of the sports bookmaker licence held by bet365 and bet365's terms and conditions.
17. The Commission has formed the view that there is no evidence of a technical issue which would have caused unauthorised 'cash out' of the Complainant's bet and accordingly, the 'cash out' facility must have been initiated by a person logged into the Complainant's account at the time. The Complainant is responsible for all activity on his account (including any inadvertent activity) in accordance with bet365's terms and conditions. As such, it is the view of the Commission that the 'cash out' stands and there is no outstanding monies payable by bet365 to the Complainant.

## 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.

A handwritten signature in black ink that reads "Alastair Shields". The signature is written in a cursive, flowing style.

Alastair Shields  
Chairperson  
Northern Territory Racing Commission

13 October 2021