

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr A
Licensee:	Entain Group Pty Ltd – Neds.com.au
Proceedings:	Gambling Dispute for determination by the Northern Territory Racing Commission (pursuant to section 85(2) of the <i>Racing and Betting Act 1983</i>)
Heard Before: (on papers)	Ms Cindy Bravos (Presiding Member) Mr Kris Evans Mr James Pratt
Date of Decision:	9 June 2022

Background

1. On 17 September 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 licensed sports bookmaker Entain Group Pty Ltd (Entain). Entain operates several online betting platforms under its sports bookmaker licence being neds.com.au, Ladbrokes, Betstar and bookmaker.com. Given that the gambling dispute centres on the complainant's interactions with the sports bookmaker while interacting with the neds.com.au betting platform, the Commission has determined to refer to the sports bookmaker as Neds throughout this decision notice.
2. The substance of the gambling dispute is that when the complainant attempted to place a multi-bet with Neds, he was not able to access the same betting line as had previously been available to him when he had earlier inquired with Neds over the telephone if they would accept a stake of \$13,000 on a multi-bet involving an Australian Football Game between Carlton and Greater Western Sydney (GWS) and a National Rugby League game between Penrith and Brisbane.
3. The complainant has further submitted to the Commission that given he was unable to place the multi-bet with the funds that he had specifically deposited into his Neds' betting account for that purpose and his later attempt to withdraw those funds through the Neds' app was unsuccessful, he was then "forced" to place another bet in order to meet the Neds turnover requirements for withdrawals. This bet ultimately resulted as a losing bet and the complainant is now seeking a refund of the monies he used to place that bet.
4. 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

5. As part of the licence conditions of a sports bookmaker licence issued by the Commission, is the requirement that all telephone conversations with sports bookmaker customers relating to wagers are recorded. This requirement has afforded the Commission the opportunity to listen to numerous telephone conversations that the complainant had with various representatives from Neds in relation to this matter in order to ascertain the veracity of the complainant's assertions.

6. In this respect the Commission notes that the complainant first contacted Neds by way of telephone at 6:27 pm on 3 September 2020 and enquired whether there was a limit on the amount of money that could be staked on a boosted multi-bet as he did not want to deposit money into his betting account and have Neds reject the bet and leave him with money in his betting account *“doing nothing”* nor was he interested in having his *“time wasted”*. Following the complainant being advised that there was a \$500 stake limit on a boosted multi-bet, the complainant requested the Neds’ representative to confirm whether he would be able to place a multi-bet with a stake of \$14,000 on GWS to beat Carlton by a margin of 1-39 combined with Penrith to cover the line against Brisbane at -22.5. After a short period of time during which the complainant was put on a hold, the Neds’ representative came back to the telephone call and advised the complainant that the Neds’ traders had confirmed that they would accept the bet. In response, the complainant advised the Neds’ representative that he would finish watching the Melbourne game and would then give Neds a call.
7. Some 16 minutes later, the complainant again contacted Neds by way of telephone and advised the Neds’ representative that while he had confirmed earlier that Neds would accept the multi-bet detailed in the conversation above at paragraph 6, he now wanted to change one leg of the multi-bet. The complainant then asked the Neds’ representative to check with the Neds’ traders whether they would accept a bet for *“...probably \$13,000”* on Carlton to cover the line against GWS at +11.5 at \$2 into Penrith to cover the line against Brisbane at -22.5 at \$2 before he deposits any money. After a short period of time during which the complainant was again put on a hold, the Neds’ representative came back to the telephone call and advised the complainant that the Neds’ traders had confirmed that they would accept the bet. In response, the complainant advised the Neds’ representative that if Melbourne loses, he would *“...ring straight back to put the bet on”*.
8. The records for the complainant’s betting account show that the complainant deposited \$13,500 into his betting account at 6:50 pm. Several minutes later, the complainant again contacted Neds by way of telephone and advised the Neds’ representative that when he deposited the money for the multi-bet that Neds had earlier advised him would be accepted, the line had been pushed out to 24.5 which he stated was not fair as *“...we had an agreement that it was 22 and a half, that’s what the line was...”* The complainant then asked the Neds’ representative whether he was going to *“...honour that bet, so I can put it on?”* When the complainant was advised several times that the Neds’ traders would not be able to change the line, the complainant became aggressive, rude and disrespectful to the Neds’ representative who in the Commission’s view, continued to attempt to assist the complainant in a very controlled and polite manner. The Neds’ representative advised the complainant that he had confirmed with the Neds’ traders that the line could not be changed and following some further disrespectful language from the complainant, advised the complainant that Neds would have accepted the bet at the time that the complainant had made the earlier telephone call however, as the line had now changed, they could no longer do so.
9. At his insistence, the complainant was then transferred to the Neds’ representative’s manager and again requested for the bet that had been discussed earlier with Neds to be honoured. The Neds’ manager explained to the complainant that this was not able to be done and that prices and lines change all the time to which the complainant responded that he understood that, but he still wanted Neds’ to accept the bet on the same terms that had been discussed in the earlier telephone call. When he was again advised that this could not be done, the complainant advised the Neds’ manager that he would be lodging a complaint.

10. At 7:14 pm, the complainant again contacted Neds by way of telephone and after checking the prices for the Carlton/GWS game which was then underway and the line for the Penrith/Brisbane game which he was advised was now -24, requested to place a multi-bet. However, the complainant was advised that this was not able to be done as Neds' do not accept live bets on multi-bets. The complainant then expressed his dissatisfaction to the Neds' representative and terminated the call.
11. At 7:32 pm that same evening, the complainant placed a multi-bet using Neds' online platform with a stake of \$13,500 with the first leg being for Penrith to cover the line against Brisbane and the second leg being for the total points for that same game to be over 46.5. In a later conversation with Neds during which he expressed his frustration about not being able to place the second proposed multi-bet involving Carlton and Penrith, the complainant advised a Neds' representative that he had not wanted to place the multi-bet involving the Penrith/Brisbane game and that he only did so as he had to turnover the funds that he had already deposited into his betting account for the multi-bet that he had not been able to place.
12. Having reviewed the above chronology, it is clear that while the complainant sought information from Neds on two separate occasions as to whether it would accept a multi-bet from him (noting that each proposed multi-bet was different and the matches had not yet commenced) and on each of these occasions, after acknowledging the Neds advice that it would accept each of the proposed multi-bets, the complainant did not then immediately place either of the proposed multi-bets. Rather, the complainant advised each of the Neds' representatives that he spoke with that he would for the first telephone call - finish watching the game that was then underway involving Melbourne; then for the second telephone call - that if Melbourne lost, he would ring back and put the bet on.
13. When a customer places a bet with a sports bookmaker, a legally enforceable contract is created. Because of this, a bet is clearly a commercial arrangement between two willing parties and just as a customer can decide whether to place a bet or not, so to can a sports bookmaker decide not to accept a bet.
14. With this in mind, it is important to note that sports bookmakers are commercial entities operating with business models designed to make money. Given this, it is understandable that the odds and lines for betting markets on offer will potentially change throughout the course of the lead up to the event as the sports bookmaker attempts to achieve a balanced market where there is the same amount of money bet on both sides of the offered market. If a balanced market is able to be achieved, then the sports bookmaker will generally profit from the betting market that has been set. Taking this into account, it is clearly evident that a sports bookmaker may at anytime withdraw an offer or refuse a bet as a way of reducing the risk to its business.
15. While the complainant did eventually deposit \$13,500 into his betting account at 6:50 pm on the evening of 3 September 2020 in order to place the second version of the proposed multi-bet, this was 17 minutes after the first telephone conversation concluded and some 5 minutes after the conclusion of the second telephone call. Given the complainant advised Neds during the second telephone conversation that he would place the proposed multi-bet if Melbourne were to lose, coupled with the length of time that elapsed between this conversation and the complainant depositing the money into his account to place the bet, the Commission does not consider it unreasonable that the market moved during this time (resulting in a change of the line on offer) and as such, is not of the view that Neds were obligated in any way to keep the same line on offer for the complainant.
16. As an aside and of interest to the Commission is that even if the complainant had been able to place either of the two proposed multi-bets, both bets would have resulted as losing bets given that Penrith later went on to win the game with a margin of 13.

17. Perhaps because of this, the complainant has submitted to the Commission that given he was unable to place the proposed multi-bets with the funds that he had specifically deposited into his Neds' betting account for that purpose and his later attempt to withdraw those funds through the Neds' app was unsuccessful, he was then "forced" to place another bet in order to meet the Neds turnover requirements for withdrawals. This bet resulted as a losing bet and the complainant is now seeking a refund of the monies he used to place that bet.
18. During the course of the investigation into this gambling dispute, the logs from the complainant's online activity with Neds were obtained for 3 September 2020. An examination of these logs show that despite the complainant's claims to the contrary, the complainant did not access the withdrawal page of the Neds' app and attempt to withdraw funds at any time between the depositing of the funds and the placement of the so called 'forced' bet by the complainant.
19. The Commission also notes however that as per the complainant's understanding, the Neds' terms and conditions do stipulate that all funds deposited into a betting account must be turned over prior to being withdrawn. Nevertheless, the Commission also notes that at no time during any of the conversations that the complainant had with Neds after depositing the funds into his betting account, did the complainant ask that the funds be released to him without being turned over given that he was unable to place either one of the proposed multi-bets.
20. As outlined at paragraph 13 above, given that a legally enforceable contract is created when a bet is struck, the sports bookmaker is not obligated to accept a bet nor are its customers required or 'forced' into placing a bet. While the complainant was abiding by the Neds' terms and conditions by turning over the funds he had deposited prior to making a withdrawal, he was in no way obligated to place the bet that he ultimately placed. It is also likely that had that bet resulted as a winning bet, the complainant would not have lodged a gambling dispute with the Commission alleging that he was 'forced' to place the bet. In the Commission's view, the complainant's assertion that he was 'forced' to place the (losing) bet is totally without merit and any argument along these lines is bound to fail.

Decision

21. An inherent risk that cannot be avoided in the activity of gambling, is a loss of money. The Commission's role in dealing with gambling disputes is not to simply rectify self-inflicted economic losses from gambling following the lodging of a gambling dispute with the Commission but rather, to make a finding as to whether a bet is lawful or not lawful and whether the sports bookmaker has acted in compliance with the Act, the conditions attached to its sports bookmaker licence and the relevant Codes of Practice in place at the time.
22. On the weight of the evidence before it, the Commission is satisfied that Neds were not obligated to accept either of the proposed multi-bets involving games between Carlton and GWS and Penrith and Brisbane that had earlier been put forward by the complainant on the evening of 3 September 2020. Further, the non-acceptance of either of the proposed multi-bets was not in breach of the Act, the sports bookmaker's licence conditions nor the Code of Practice that was in place at the time.
23. On the weight of evidence before it, the Commission is also satisfied that the complainant was not obligated to place the multi-bet that was struck on the evening of 3 September 2020 with a stake of \$13,500 involving Penrith covering the line against Brisbane and the total points for the game. To this end, the Commission has determined that this bet was a lawful bet placed by the complainant and has been settled correctly by Neds as a losing bet. As such, it is the view of the Commission that no funds are owed by Neds to the complainant.

Review of Decision

24. 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

9 June 2022