

NORTHERN TERRITORY RACING COMMISSION

DECISION NOTICE AND REASONS FOR DECISION

MATTER: Gambling Dispute for determination by the Northern Territory Racing Commission (pursuant to section 85(2) of the *Racing and Betting Act 1983*)

COMPLAINANT: Mr Q

LICENSEE: BlueBet Pty Ltd

HEARD BEFORE: Ms Cindy Bravos (Presiding Member)
(on papers) Ms Susan Kirkman
Mr James Pratt

DATE OF DECISION: 7 March 2024

DECISION

1. For the reasons set out below, the Northern Territory Racing Commission (**the Commission**) is satisfied that BlueBet Pty Ltd (**the Licensee**) has acted in accordance with the *Racing and Betting Act 1983* (**the Act**), the licence conditions attached to its sports bookmaker licence and the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (**the 2019 Code**) during its dealings with the Complainant.
2. Further, the Commission has determined that all bets placed by the Complainant during the use of his betting account with the Licensee are lawful and that there is no reason to form a view that the Licensee should return any monies to the Complainant.

REASONS

Background

The Licensee

3. The Commission has granted a licence to the Licensee to conduct the business of a sports bookmaker pursuant to section 90 of the Act.
4. The Licensee's current sports bookmaker licence is due to expire on 20 December 2025.

The Complaint

5. On 12 November 2021, the Complainant lodged a complaint with the Commission via the Northern Territory Government's Licensing NT online portal in relation to his dealings with the Licensee (**BlueBet**).
6. In that complaint, the Complainant has primarily alleged that BlueBet allowed him to cancel a withdrawal request that resulted in funds being returned to his betting account that exceeded the deposit limit set on the account.
7. The Complainant is seeking:
 - a refund from BlueBet of \$12,446.48, being the amount of the cancelled withdrawal request, which he later lost due to placing an unsuccessful wager to the same value.

Commission Hearing

8. Pursuant to section 85(4) of the Act, the Commission determined to hear the dispute and make its determinations in the absence of the parties, based on the evidence before it.
9. That evidence includes written submissions to the Commission by both the Complainant and the Licensee, as well as additional evidence obtained on behalf of the Commission by Licensing NT officers appointed as betting inspectors by the Commission.
10. For clarity, while the Complainant has alleged that BlueBet has committed a variety of breaches under South Australian wagering laws and regulations, the Commission notes that the Complainant has provided a residential address in New South Wales. Considering this, and that BlueBet is licensed in the Northern Territory, the Commission has refrained from examining whether there has been a breach of another state's jurisdiction and/or whether any such breach if it had occurred, would constitute a violation of a licence condition under BlueBet's Northern Territory licence.

Consideration of the Issues

11. The Complainant has submitted to the Commission that:

- on 10 November 2021 at 7:11 a.m., he set a deposit limit on his betting account that limited the amount that he could deposit into his BlueBet betting account to \$1 every thirty days;
- later that same day, the Complainant requested to withdraw the full balance of his betting account, being \$12,446.48;
- as a result of the withdrawal request, the account balance of his BlueBet betting account showed zero;
- just after midnight (12:52 a.m. on 11 November 2021), the Complainant was able to cancel the withdrawal request through the BlueBet App which resulted in the \$12,446.48 again being available to him in his betting account; and
- he then placed a single wager for the same amount which resulted as a losing wager.

12. The Complainant has asserted that:

- by allowing the funds from the cancelled withdrawal to be returned to his betting account, BlueBet has not complied with the deposit limit that he had set on the betting account; and
- BlueBet manipulates the withdrawal request process by taking too long to process a withdrawal request so as "*...to encourage and facilitate problem gamblers to cancel their withdrawal request...*" and this "*...allows them to continue to bet and lose.*"

13. The Complainant has further alleged that when he had spoken to several BlueBet representatives during the days prior to his decision to set a deposit limit on his betting account, he was "*...displaying clear signs of problem gambling.*" Despite this, the Complainant asserts that no-one from BlueBet asked about or identified that he had an issue with his gambling behaviour.

Cancelled Withdrawal Request/Deposit Limit

14. The Commission notes that the ability to cancel a withdrawal request is currently a general feature of most online sports bookmakers wagering platforms and allows for customers to change their mind about withdrawing funds from their betting account before the transfer to their bank account is processed. At the time of issuance of this Decision Notice, the Commission is exploring the option to prohibit the reverse withdrawal function due to academic research and evidence from the Commission's past investigations that the reverse withdrawal function presents a risk to those people who may be at risk of experiencing harm from their wagering activities however, this has not yet been implemented.
15. BlueBet has submitted to the Commission that it does not dispute that the Complainant placed a deposit limit on his betting account or that the Complainant reversed a withdrawal request. However, BlueBet does dispute that the funds returned to the Complainant's betting account as a result of him cancelling the withdrawal request, can be considered to be a deposit.
16. BlueBet has submitted that at no time was the Complainant able to deposit funds into his betting account that exceeded his deposit limit. BlueBet has submitted that its terms and conditions in relation to deposits (which the Complainant agreed to when he registered his betting account) support this view. The relevant part of section 6.1 of BlueBet's terms and conditions is set out below:

Customers may deposit into their Account via Credit/Debit Card, BPay, Poli, direct deposit, EFT, telegraphic transfer or cheque.

17. In the matter of *M v Sportsbet 2020*¹, the Commission considered the issue of whether the cancellation of a withdrawal request that results in funds being returned to a betting account can be considered to be a deposit. In that matter the Commission noted that Sportsbet's terms and conditions made no mention of withdrawal request cancellations releasing funds being considered a deposit. In determining the matter, the Commission found that the cancellation of a withdrawal request that results in funds being returned to a betting account, cannot be considered to be a deposit and that they had no effect on deposit limits.
18. The Commission notes that in BlueBet's terms and conditions in relation to deposits, there is no mention of withdrawal request cancellations releasing funds being considered as a deposit.
19. Given the similarity in the facts of this matter and that of *M v Sportsbet 2020*², there is no justification for the Commission to reach a different determination than that reached in the Commission's earlier decision.

Withdrawal Request Processing Times

20. The Complainant has asserted that BlueBet's withdrawal processing times are too lengthy and are designed to encourage and facilitate customers to cancel their withdrawal requests.
21. BlueBet has advised the Commission that withdrawal requests are processed by BlueBet daily at 11:00 a.m. on each business day. Given that the Complainant requested the withdrawal of funds at 4:24 p.m. on a Wednesday afternoon, the request was in line to be processed at 11:00 a.m. the following day, being less than 24 hours after the request was made.

¹ *M v Sportsbet*, Northern Territory Racing Commission, 16 June 2020
(https://industry.nt.gov.au/__data/assets/pdf_file/0004/907042/M-v-Sportsbet-2.pdf)

² *Ibid.*

22. While a 24-hour processing time for a withdrawal might be acceptable to some customers, others may expect faster turnaround times. Given this, the Commission is currently exploring the option to mandate that the processing of withdrawal requests should occur several times a day, seven days a week including public holidays and weekends, however, this is yet to be implemented.
23. Even with this possible regulatory change in mind, the Commission notes that the Complainant requested the withdrawal at 4:24 p.m. in the afternoon and less than nine hours later, during non-standard business hours, the Complainant himself, made the decision to reverse that withdrawal request.
24. There is no evidence before the Commission that the Complainant was influenced in any way to do so nor is there any evidence before the Commission that the current 24-hour processing time adopted by BlueBet is in anyway designed to facilitate customers to reverse their withdrawal requests.
25. Given this, the Commission is of the view that the Complainant's allegations in this respect are totally without foundation.

Red-Flag Behaviour

26. The Complainant has alleged that when he spoke to several BlueBet representatives during the days prior to his decision to set a deposit limit on his betting account, he was "...displaying clear signs of problem gambling." Despite this, the Complainant asserts that no-one from BlueBet asked about or identified that he had an issue with his gambling behaviour.
27. Specifically, the Complainant claims that when he contacted BlueBet on 10 November 2021 to query why a deposit for \$10,500 into his betting account was being blocked by his banking facility, he asked BlueBet:
 - "What should I do? How can I do this? I don't understand?"
 - "How can I deposit more, I need to win it back?"
28. Conversely, BlueBet has submitted that the Complainant did not exhibit any behaviours that indicated that he may be experiencing harm from his wagering activity. BlueBet has further submitted that:

While his deposits at one stage increased in value, his betting activity was not impulsive. The Complainant appeared 'price sensitive' and regularly placed bets which did not commence for several hours or days after. At no stage did he place an unreasonably high number of bets in a short space of time. In multiple phone calls with BlueBet, the Complainant did not exhibit any signs of problem gambling or indicate that he had any concerns with his gambling activity.
29. The Commission notes that the evidence before the Commission is that the Complainant contacted BlueBet by phone on three occasions on 9 November 2021 and not 10 November 2021 as submitted by the Complainant. The Commission has listened to a recording of each of these telephone calls and notes that the content of each of these calls related to difficulties in making a deposit into the Complainant's BlueBet betting account or to query why BlueBet was not accepting his bets.
30. At no time did the Complainant state or infer that he needed to deposit more money to win money back. In each of these calls, the Complainant's demeanour was calm, polite and rational. While he did query why BlueBet was not accepting bets with stakes to the level he wanted –

in the Commission's opinion, at no time did the Complainant give any indication that he was experiencing or potentially experiencing harms related to his wagering activity.

Loss Limit

31. The Commission also notes that the Complainant has made reference to a loss limit that he placed on his betting account.
32. While a loss limit in the online wagering environment refers to a predetermined threshold set by a gambling customer to restrict the amount of money they are willing to lose within a specific timeframe, the Commission notes that the Complainant did not set a loss limit on his BlueBet betting account until after he placed his final bet using the BlueBet betting account.
33. Given this, there is no reason for the Commission to explore this aspect of the Complainant's allegations further.

LAWFUL BETS

34. Given that there is no evidence before the Commission that BlueBet has acted contrary to the Act, its licence conditions or the 2019 Code during its dealings with the Complainant, the Commission has determined that all bets placed by the Complainant while using his BlueBet betting account are lawful and there is no reason to form a view that BlueBet should return any monies to the Complainant.

NOTICE OF RIGHTS

35. 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

On behalf of Commissioners Bravos, Kirkman and Pratt