

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 <i>Racing and Betting Act 1983</i>)
COMPLAINANT:	Mr R (the Complainant)
LICENSEE:	Bluebet Pty Ltd, trading as Bluebet
HEARD BEFORE: (on papers)	Mr Alastair Shields (Presiding Member) Ms Susan Kirkman Ms Cindy Bravos
DATE OF DECISION:	18 June 2024

DECISION

1. For the reasons set out below, the Northern Territory Racing Commission (**the Commission**) is satisfied that Bluebet Pty Ltd, trading as Bluebet (**Bluebet**) has, in relation to its dealings with the Complainant, acted in compliance with the regulatory environment imposed on it by the *Racing and Betting Act 1983* (**the Act**), its licence conditions, and the terms and conditions that were in effect at the time of the events the subject of this gambling dispute.
2. The Commission has further determined that the wagers the subject of this dispute have been appropriately determined by Bluebet in accordance with the relevant terms and conditions.

REASONS

Background

3. The Commission first granted a licence to Bluebet on 4 June 2021 to conduct the business of an online sports bookmaker pursuant to section 90 of the Act. Bluebet's current licence is due to expire on 20 December 2025.
4. As noted in quite a number of previous Commission decisions, all sports bookmakers licensed by the Commission are required to articulate 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.

The Complaint

5. On 19 April 2022, the Complainant lodged a complaint with the Commission in relation to his dealings with Bluebet on 2 April 2022.
6. The Complainant has sought compensation of \$45,000.00 which he says he is owed because of technical issues with Bluebet's app on 2 April 2022 and which resulted in a number of his losing bets being recorded twice, and a number of his winning bets not being recorded at all.

Consideration of the Issues

7. Pursuant to section 85(4) of the Act, the Commission determined to investigate the matter and hear the dispute in absence of the parties, and make its determinations based on the written material before it.
8. On 2 April 2022, the Complainant was a customer of Bluebet and had an active wagering account. His account statement shows that on 2 April 2022, he placed a total of 124 bets and made deposits totalling \$43,000.00, and one withdrawal of \$9,000.00 (which was cancelled on 3 April 2022). Of the 124 bets placed, 14 were cancelled by Bluebet after the Complainant complained to Bluebet, and his account balance was adjusted accordingly. His opening balance for the day was \$1,010.65, and his adjusted closing balance was \$29,952.15, which meant that the statement for his betting account records that he had an overall loss due to his betting activity on that day of \$14,058.50.
9. It is not disputed by Bluebet that Bluebet experienced technical issues with its betting app on 2 April 2022, however the Complainant stated that he experienced problems with the app from the time he commenced his wagering activity just after midnight, whereas Bluebet has stated that the technical issues did not start to occur until approximately 1.30 pm that day.
10. In any event, the Complainant has stated that the technical issues with the Bluebet app resulted in an overall loss to him for the day of \$67,495.00, but that if he was paid an amount of \$45,000.00 in compensation, he would not pursue the matter further. The Complainant stated that his losses are partly because the app duplicated a number of his losing bets, and partly because the app failed to record a number of bets that would have been winning bets.
11. In response, Bluebet has advised that it has acknowledged that there was a technical issue with the app on 2 April 2022, and that it has reversed a number of bets recorded on the Complainant's account because they may have been duplicated due to the system error, and allowed a number of potentially duplicated bets to stand where they resulted in a positive result for the Complainant.
12. Bluebet has allowed a number of bets placed on the same contingency to stand, where the later bet was placed for a different amount than the first bet, or where the Complainant was required to make a further deposit prior to placing the second bet, on the basis that those bets could not be said to be duplicated due to a system error, but rather required some positive action on the part of the Complainant to place the bet.
13. It is therefore Bluebet's position that it has resolved the Complainant's claims concerning alleged duplicated bets on terms favourable to the Complainant.
14. In respect of the bets that the Complainant claims were winning bets that were not recorded by the app, Bluebet has relied upon clause 9.8 of Bluebet's terms and conditions, which states: "When a customer is making a bet on their account via the Internet, it is only accepted once the Customer accepts the bet and a confirmation is received by the Customer. This will be accompanied by a ticket number."
15. The Commission has had the opportunity to review the independent audit log of bets made by the Complainant on 2 April 2022. This review confirms that the bets which the Complainant states were duplicated bets were bets recorded on the audit log, and the bets which the Complainant states were placed by him and were not recorded by Bluebet's app were not recorded on the audit log. The bets which are not recorded do not satisfy the requirement that a confirmation is received, accompanied by a ticket number.

16. The Commission has also listened to the recordings of a number of telephone calls made by the Complainant to Bluebet on 2 April 2022, and has noted that when the Complainant first raised the issue of his problems with the Bluebet app, the Bluebet representative recommended that he place his bets via telephone rather than via the app.
17. Having carefully considered all of the available evidence, the Commission is satisfied on the weight of evidence before it that:
- a) Although it is not possible to state with certainty whether some or all of the bets which the Complainant states were duplicated bets were in fact duplicated by the Complainant or duplicated due to a system error, Bluebet has appropriately adjusted the Complainant's account on terms favourable to the Complainant on the assumption that losing duplicated bets were due to system error; and
 - b) Because there is no record in the app or the independent audit log of any of the winning bets which the Complainant states he made, Bluebet has appropriately relied upon clause 9.8 of its terms and conditions to reject the Complainant's claims.
18. In making this determination, the Commission notes that it has no power to order compensation in respect of the Complainant's dealings with Bluebet, and the Commission's powers are limited to making a determination as to whether individual bets are lawful or otherwise.

NOTICE OF RIGHTS

19. 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.



Alastair Shields
Chairperson
Northern Territory Racing Commission

On behalf of Commissioners Shields, Kirkman and Bravos