

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr A
Licensee:	PlayUp Interactive Pty Ltd
Proceedings:	Gambling Dispute for determination by 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) Ms Amy Corcoran Mr Allan McGill
Date of Decision:	18 August 2021

Background

1. On 20 January 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, PlayUp Interactive Pty Ltd (PlayUp).
2. The substance of the complainant's gambling dispute when initially lodged was that on 18 January 2020, when the complainant placed an in-play bet of \$14,000 with PlayUp on the outcome of Cricket Australia's Big Bash League Tournament match between the Sydney Sixers and Sydney Thunder, a wicket had already fallen and as such the complainant is of the view that the odds should have changed or the market should have been suspended. The complainant advised the Commission that he had made a complaint directly with PlayUp however, PlayUp had refused to refund the money that he had placed on the bet.
3. During the course of inquiries undertaken by a Licensing NT officer appointed as a betting inspector by the Commission, the complainant expanded on the substance of the gambling dispute (by way of over 200 emails) in that the complainant now submits that PlayUp should not have allowed him to open a betting account with it as it was aware that he suffers harm from his gambling behaviour as he had previously self-excluded from a number of betting platforms that had previously operated under the PlayUp sports bookmaker licence, namely ClassicBet and TopBetta. In this respect, the complainant is seeking a refund of the deposits he made into his PlayUp betting account over a four day period from the time it was opened on 17 January 2020 to when it was closed on 19 January 2020. The total of the deposits that the complainant made into the betting account during that period was \$36,500.
4. Information was gathered from both parties by the Commission's betting inspector and provided to the Commission which determined there was sufficient information before it, to consider the gambling dispute on the papers.

Consideration of the Issues

Cricket Australia's Big Bash League Tournament Wager

5. In submitting his gambling dispute, the complainant has advised the Commission that he was not watching the cricket match at the time that the bet was struck but submits that a wicket had fallen before he placed the bet and as such, the price offered by PlayUp should have changed or the betting market should have been suspended. In support of his submission, the complainant has provided the Commission with a screenshot showing that a telephone call was made to the PlayUp phone number used to place in-play bets at 7:12 pm (the Commission notes that the screenshot does not show the date of the telephone call). In addition, the complainant has provided a further screenshot of a Fox Sports image showing the fall of a Sydney Sixers wicket. At the top of this image, the complainant's mobile phone details are displayed along with a time of 7:11 pm.
6. The Commission has reviewed the complainant's betting records with PlayUp as well as listened to the telephone call during which the complainant placed the in-play bet of \$14,000 on 18 January 2020¹. Having done so, the Commission notes that the complainant contacted PlayUp by telephone on 18 January 2020 at 7:12 pm and placed a bet with a stake of \$14,000 for the Sydney Sixers to win Cricket Australia's Big Bash League Tournament match between the Sydney Sixers and Sydney Thunder. The price offered (the odds) for the bet by the PlayUp representative to the complainant at that time was \$2 for the Sydney Sixers to win. The complainant accepted the price and confirmed the bet, at which time the bet was then struck. The timing that the bet was struck as well as the stake and the price offered is also reflected in the complainant's PlayUp betting statement.
7. It is evident having listened to the telephone call during which the bet was struck that the complainant was not watching the match as during that telephone call he asked the PlayUp representative if the match had started yet and was advised that it had started and was two balls in. The complainant then asked who was batting and was advised that the Sydney Sixers were batting first. The complainant asked the PlayUp representative "*How much are they paying?*" and was advised \$2. The complainant then asked who the Sydney Sixers were playing against and how much they were paying and was advised that they were playing against Sydney Thunder with a price of \$1.80. Having been given this information, the complainant then requested to place a bet of \$14,000 on the Sydney Sixers to win. The PlayUp representative confirmed the bet with the complainant and then confirmed that the bet had been struck to which the complainant responded, "*Thank you*".
8. All sports bookmakers licensed in the Northern Territory are required by the Commission to promulgate a detailed set of terms and conditions for wagering which both parties are bound by when a betting account is opened and each time a bet is struck. By opening an account with a sports bookmaker, the person opening the account is accepting the sports bookmaker's terms and conditions as particularised on its betting platform website. Terms and conditions operate to ensure legislative

¹Licence conditions imposed by the Northern Territory Racing Commission on sports bookmakers licensed by it, as well as the *Interactive Gambling Act (Cwth)* prohibit in-play sports betting unless the bet is placed through a telephone conversation between the sports bookmaker and the person placing the bet.

compliance and the commercial efficacy of the business model of a sports bookmaker.

9. At the time the complainant's bet was struck, the following terms formed part of PlayUp's General Terms and Conditions:

Conditions Relating to Betting

Clause 6.1.7

If You make a bet on Your Account via the telephone, You are responsible for quoting the correct Account details (including Username and password). When a bet is made by You via the telephone, We will read this back to You. A bet is accepted when You either indicate agreement with a bet after it has been read-back to You or, if You do not disagree with the bet details, when read-back before the telephone call ends.

10. As detailed at paragraph 7 above, it is clear to the Commission that contrary to the complainant's submission, the complainant knew that the match had started when he placed the bet and that the price on offer for Sydney Sixers to win was \$2. Knowing this, the complainant then requested that a bet be placed with a stake of \$14,000 for the Sydney Sixers to win. The PlayUp representative confirmed the details of the bet with the complainant and then confirmed that the bet had been placed to which the complainant acknowledged by saying, "Thank you".
11. PlayUp has submitted to the Commission that the match started at 7:10 pm and that first wicket of the match fell five minutes later and as such, it submits that contrary to the complainant's submission, the first wicket fell after the complainant had placed his bet at 7:12 pm. In support of this proposition, PlayUp provided the Commission with information from [flashscore.com](https://www.flashscore.com) (an internet site which provides scores on sports worldwide) which records that the match started at 7:10 pm and that the first wicket of the match was Josh Philippe whose wicket fell at five minutes into the match.
12. However, the Commission notes that the Cricket Australia (the national governing body for cricket in Australia) website at <https://www.cricket.com.au/news/match-report/sydney-smash-thunder-sixers-bbl09-big-bash-league-report-live-scores-stream-kayo-video-highlights/2020-01-18> records that Sydney Thunder defeated the Sydney Sixers by four runs on 18 January 2020 in a rain affected match. Cricket Australia states that Sydney Sixers lost the toss and were sent into bat by Sydney Thunder and that the Sydney Sixers lost their first wicket of Daniel Hughes (not Josh Philippe) for a duck during the first over of the match.
13. Clearly the information provided by PlayUp to the Commission does not accord with the information contained on the Cricket Australia website with respect to the fall of the first wicket. According to the Cricbuzz website which features live coverage of cricket matches (<https://www.cricbuzz.com/cricket-full-commentary/23088/syt-vs-sys-42nd-match-big-bash-league-2019-20>), the first wicket of the match of Daniel Hughes fell on the fifth delivery of the match when Hughes was run out whereas Josh Philippe's wicket fell on the first ball of the second over.

14. Given that the telephone recording of the complainant placing the bet details that at the time the complainant contacted PlayUp and was provided the price on offer that two balls had been bowled, it is the Commission's view that on the balance of probabilities it is likely that the complainant's bet was struck prior to the fall of the first wicket and as such, is not surprised that the price on offer for the Sydney Sixers to win had not changed at the time that the complainant's bet was struck.

Opening of PlayUp Betting Account

PlayUp Interactive Pty and PlayUp Australia Sports Bookmaker Licences

15. The complainant has submitted to the Commission that PlayUp should not have allowed him to open a betting account with it as it was aware that he suffers harm from his gambling behaviour as he had previously self-excluded from a number of betting platforms that had previously operated under the PlayUp sports bookmaker licence, namely ClassicBet and TopBetta.
16. In this respect it is relevant to note that PlayUp Interactive Pty Ltd is currently licensed as a sports bookmaker by the Commission and previously had approval to operate a number of individual betting platforms under its licence being BestBet, ClassicBet, Mad Bookie, Betting Club, PlayUp and Draftstars. In December 2019, PlayUp Interactive Pty Ltd decommissioned a number of the betting platforms with the result that it is now authorised by the Commission to operate the Draftstars and PlayUp betting platforms under its licence only.
17. PlayUp Interactive Pty Ltd's parent company is PlayUp Australia Ltd which is also the parent company of a further sports bookmaker licence granted by the Commission, being TopBetta Pty Ltd which previously operated the TopBetta betting platform. The TopBetta betting platform was also decommissioned in December 2019 when all TopBetta betting accounts were migrated to the PlayUp betting platform, however the TopBetta Pty Ltd sports bookmaker licence remains current.

ClassicBet Betting Account

18. PlayUp has submitted to the Commission that well before its acquisition of ClassicBet, the complainant had opened a betting account with ClassicBet in June 2014 and that on 8 July 2014, the complainant made contact with ClassicBet and requested that his ClassicBet betting account be closed. A note was placed on the complainant's ClassicBet betting account stating, "*Client has asked for his account to be closed. 'problem gambling' he said.*" PlayUp has advised that at that time, the complainant's betting account was marked as closed but was not marked as closed due to self-exclusion.
19. Supporting the information provided by PlayUp are a number of emails provided by the complainant to the Commission that show that on 1 July 2014, the complainant requested to withdraw funds from his ClassicBet account however, was informed that this was not possible as the complainant's betting account had not yet been verified. Following the complainant providing identification documents to ClassicBet, the complainant received an email on 8 July 2014 from ClassicBet in which it states

that a withdrawal for \$2,000 was being processed and that the betting account was closed.

20. It is important to note that in 2014, ClassicBet did not fall under the regulatory regime of the Commission as at that time, ClassicBet was licensed to operate by the relevant New South Wales regulatory body. It was not until June 2018 when PlayUp acquired ClassicBet, that the ClassicBet betting platform began operating under the PlayUp licence and as a result then fell under the regulatory control of the Commission. At the time of the acquisition, PlayUp has advised the Commission that there was no migration of the ClassicBet customers to the PlayUp betting website, rather the ClassicBet betting platform was simply renamed to PlayUp and the status of each ClassicBet customer remained the same. As such, the complainant's ClassicBet account remained closed at the time that the ClassicBet platform was renamed to PlayUp. PlayUp advised the Commission that at the time it acquired ClassicBet, it "*...approached the accounts on the merits the previous operators would have applied a strict method of applying self exclusion to individuals that had requested self exclusion due to a gambling problem.*" PlayUp further advised the Commission that the complainant's ClassicBet betting account has not been re-opened at any time since its closure on 8 July 2014.
21. Despite the complainant's ClassicBet betting account remaining closed following the acquisition, the complainant has provided the Commission with a number of emails that he then started receiving after this date from a ClassicBet email address (update@news.classicbet.com.au) which appear to have been addressed to the email address he had used to open the ClassicBet account in 2014, namely emails on:
 - a. 17 May 2019 - Racing Sports Promotion;
 - b. 10 July 2019 - Racing Sports Promotion;
 - c. 23 July 2019 - Racing Sports Promotion;
 - d. 10 September 2019 - Racing Sports Promotion announcing PlayUp's arrival;
 - e. 13 September 2019 - Racing Sports Promotion;
 - f. 19 September 2019 - ClassicBet merging with PlayUp;
 - g. 25 October 2019 - Racing Sports Promotion;
 - h. 28 November 2019; Racing Sports Promotion; and
 - i. 15 January 2020 - PlayUp improved mobile experience.
22. The complainant has also provided the Commission with a number of mobile phone screenshots of promotions from ClassicBet to the complainant that indicate that they were sent to the same email address that he had used to open the ClassicBet account, being:
 - a. 28 August 2019 - Racing Sports Promotion; and
 - b. 20 September 2019 - Racing Sports Promotion.

23. Additionally, the complainant has provided the Commission with a number of sms messages that indicate that he received further promotional messages from ClassicBet on:
- a. 20 September 2019;
 - b. 30 September 2019; and
 - c. 11 October 2019.
24. With respect to the complainant receiving promotional materials, when queried by the Commission's betting inspector PlayUp advised the Commission that it had sent promotional materials to the complainant via sms on 22 February 2019, 8 March 2019 and 22 March 2019 as at that time, the complainant's ClassicBet betting account status was marked as 'closed' rather than 'self-excluded' and it was not flagged not to be contacted. PlayUp has advised the Commission that it would not have sent any promotional materials to the complainant had the ClassicBet betting account been flagged as 'self-excluded' or flagged as a 'no contact' account.
25. PlayUp has further submitted that these promotional emails were sent prior to the commencement of the Northern Territory Code of Practice for Responsible Service of Online Gambling 2019 (the 2019 Code) and as such, it was not in breach of the earlier Code which the 2019 Code had replaced.
26. In this respect it is important to note that in order to minimise the harm that may be caused by online gambling, the Commission introduced the 2019 Code which came into effect on 26 May 2019, and which replaced the Northern Territory Code of Practice for Responsible Gambling 2016 (the 2016 Code). Both the 2016 Code and 2019 Code place a number of responsibilities on online gambling operators with respect to promotional material. These being:
- (i) 2016 Code**
- Clause 8.9 Direct marketing
- ...
- (c) Where a person either unsubscribes from receiving direct marketing material, self-excludes **or closes their account** (emphasis added), the online gambling provider must not send marketing material to that person at any time after 24 hours from the receipt of that request.
- (ii) 2019 Code**
- Clause 5.6 Account Closure
- ...
- (c) Online gambling providers **must not directly promote or market to a customer following an account closure** (emphasis added).
27. As can be seen, both the 2016 Code and the 2019 Code prohibit the sending of promotional material by an online gambling operator to a customer who has taken the action of closing their betting account with the provider of the online gambling service. From PlayUp's own admission that it sent promotional material to the complainant in February and March 2019 and relying on the authenticity of the

emails and screenshots provided to the Commission by the complainant dated 17 May 2019 through to 15 January 2020, it appears that breaches of both the 2016 Code and the 2019 Code have occurred.

TopBetta Betting Account

28. PlayUp has advised the Commission that the complainant opened a betting account with TopBetta in July 2015. This date is supported by the complainant's TopBetta betting account statement which shows that the TopBetta betting account was opened on 10 July 2015 and was used to place bets over two days, being 10 and 11 July 2015 where it then laid dormant until 19 January 2020.
29. The complainant has submitted to the Commission that he self-excluded from his Topbetta account on 10 July 2015 by way of sending an email to TopBetta. In support of this assertion, the complainant provided the Commission with a cut and paste of an email dated 10 July 2015 which contained the following text (replicated below including formatting, punctuation and grammar errors):

I request my account to be permanently self excluded due to problem gambling.
Thank you
username (deleted)
do not delay this want this done immediately.
30. Despite repeated requests from the Commission's betting inspector, the complainant did not provide the Commission with an original version (or screenshot) of the email that the complainant claims he sent to TopBetta on 10 July 2015 at 6:12 pm nor was he able to provide the Commission with any response received from TopBetta as a result of the email claimed to have been sent.
31. PlayUp had advised the Commission that it has not been able to locate any email sent by the complainant to TopBetta dated 10 July 2015 in which he requested to be self-excluded. However, PlayUp was able to provide the Commission with a screenshot of an email sent by the complainant to TopBetta on 4 February 2020 at 6:12 pm which contains the exact same text including the same formatting, punctuation and grammar errors as the email of 10 July 2015 allegedly sent coincidentally at 6:12 pm.
32. It is also relevant to note that the TopBetta betting records show that the complainant continued to use the TopBetta betting account to place bets until 7:55 pm on 11 July 2015, being the day after the complainant alleges that he requested that his TopBetta betting account be closed.
33. Given the above, there are strong grounds for the Commission to form the view that there was no email sent by the complainant to request to be self-excluded from his TopBetta account in 2015. The Commission is further of the view that the email that the complainant submitted to the Commission purporting to have been sent to Topbetta in 2015 is not able to be relied upon as to the events that occurred and as such, places no evidentiary weight on it.
34. The Commission also notes that an email dated 16 February 2016 provided to the Commission by the complainant shows that the complainant continued to receive promotional materials from TopBetta after 10 July 2015. As a result, the Commission is of the view that the complainant's TopBetta betting account remained open albeit, that he had stopped using the account following the betting activity of 11 July 2015.

PlayUp Betting Account

35. It is again important to note that in 2015, TopBetta did not fall under the regulatory regime of the Commission as at that time, TopBetta was licensed to operate by the Norfolk Island Gaming Authority. It was not until August 2016 when TopBetta Pty Ltd were issued a sports bookmaker licence by the Commission that the TopBetta platform fell under the regulatory control of the Commission. The TopBetta betting platform continued to operate under the TopBetta Pty Ltd licence until December 2019 when all TopBetta betting accounts that were open were migrated to the PlayUp betting platform which operates under the PlayUp Interactive Pty Ltd sports bookmaker licence.
36. Given this, from December 2019 the complainant now had two separate betting accounts that fell under the PlayUp licence being the closed ClassicBet betting account and the dormant TopBetta betting account that had been migrated to PlayUp and had not been used since 11 July 2015.
37. PlayUp has advised the Commission that in order to prevent persons from opening a secondary betting account, it uses first name, last name and date of birth as its cross-matching reference as well as email addresses and mobile phone numbers. PlayUp advise that as the complainant used a different first name for each betting account (the ClassicBet account and the TopBetta account) as well as different email addresses and mobile phone numbers, the two betting accounts would not have been matched through its systems had a cross-referencing process been employed when the complainant's TopBetta betting account was migrated to the PlayUp licence.
38. When questioned about the opening of a new account with PlayUp by the Commission's betting inspector, the complainant advised that he received a number of promotional emails from PlayUp and that from one of these emails, he clicked on a link but as he had forgotten his password and had changed his mobile phone number, he created a new account with PlayUp.
39. In this respect, the Commission notes that the complainant has provided the Commission with a number of emails that he states he received from PlayUp which were addressed to the email address that he created the TopBetta account with. These email were:
 - a. 15 October 2019 - Welcome to PlayUp;
 - b. 18 October 2019 - Farewell Mad Bookie & ClassicBet... Say hello to PlayUp
40. Contrary to the complainant's assertions that he opened a new betting account with PlayUp, PlayUp advise that there are no records of the complainant creating a new PlayUp betting account. This submission is supported by an email provided to the Commission by the complainant which was sent from PlayUp on 17 January 2020 to the email address used by the complainant to open the TopBetta betting account in which PlayUp refers to a forgotten password and states that it has a new password for him. Additionally, when reviewing the complainant's betting records that show he opened a betting account with TopBetta on 10 July 2015 which he used to place bets on that day and the following day, the same account records detail that on 17 January 2020 (the same day as the password re-set email referred to above) the complainant made a credit card deposit of \$2,000 shortly after which he placed a losing bet on the outcome of a Chinese basketball Association game

on the same day. A number of credit card deposits and further bets were then placed over the next two days including the Cricket Australia's Big Bash League Tournament wager discussed earlier in this decision notice.

41. Given this and as stated earlier, the Commission is of the view that the complainant's TopBetta betting account remained open albeit, that he had stopped using the account following the betting activity of 11 July 2015. Following the receipt of a number of promotional emails in which the complainant was advised of the transition of the Topbetta betting platform to PlayUp, it appears to the Commission that the complainant re-activated his TopBetta betting account (which was now operating under the PlayUp betting platform) and used this betting account to deposit monies and place a number of predominantly losing bets between 17 January 2020 and 19 January 2020.

Draftstars Betting Account

42. As detailed earlier in this decision notice, PlayUp Interactive Pty Ltd is currently licensed by the Commission to operate two betting platforms under its sports bookmaker licence, being PlayUp and Draftstars.
43. The complainant has advised the Commission that he opened a betting account with Draftstars in January 2020.
44. PlayUp has submitted to the Commission that the complainant opened a betting account with Draftstars on 17 January 2020, however the betting account was suspended after a \$500 deposit was made into the betting account using a lost or stolen credit card.
45. Of note is that the opening of the Draftstars betting account occurred prior to PlayUp placing a self-exclusion closure on the complainant's PlayUp (TopBetta) betting account on 21 January 2020 following a request by the complainant to PlayUp through the Commission's betting inspector.
46. The opening of multiple betting accounts with a sports bookmaker is not regulated by the Commission, rather this is a business decision of the sports bookmaker and it often appears in a sports bookmaker's terms and conditions that a person will not operate multiple betting accounts with the same bookmaker. The Commission does however through the 2019 Code, prohibit a sports bookmaker from allowing a self-excluded customer to open a new account. As the complainant opened the Draftstars betting account on 17 January 2020 and prior to the self-exclusion being put in place by PlayUp on 21 January 2020, the Commission has determined that there has been no breach of the 2019 Code by PlayUp with respect to the opening of the complainant's Draftstar's betting account.
47. PlayUp has subsequently advised the Commission that it has now also applied a self-exclusion to the complainant's Draftstars betting account, in addition to the PlayUp (TopBetta & Classic Bet) betting accounts.

Bank Chargebacks

48. The Commission is aware through information provided by both the complainant and PlayUp that a number of disputed credit card transactions submitted by the complainant to his banking providers in relation to deposits made into his PlayUp

betting account have resulted in several forced transaction reversals being initiated by the complainant's banking providers.

49. The Commission understands that these transactions are matters that are the subject of ongoing disputes between the complainant, PlayUp and the relevant banking providers. Given that these credit card transaction disputes do not fall within the jurisdiction of the Commission and do not have any evidentiary impact on the determinations of the Commission, the Commission does not intend to comment on the validity of these transactions.

Decision

50. 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. In deciding whether a bet is lawful, the Commission must look to the substance of the transaction and whether it should be enforced or not.

Cricket Australia's Big Bash League Tournament Wager

51. In examining the evidence before it, the Commission is satisfied that the complainant was fully aware of and accepted the price on offer when he placed an in-play bet over the telephone with PlayUp on the outcome of the Cricket Australia's Big Bash League Tournament match played between the Sydney Sixers and Sydney Thunder on 18 January 2020.
52. As a result, the Commission is satisfied that the disputed bet is a lawful bet and that PlayUp has settled the bet correctly.

ClassicBet Betting Account

53. On the weight of the evidence before it, the Commission is satisfied that the complainant's betting account with ClassicBet was closed on 8 July 2014 as a result of the complainant advising ClassicBet that he was suffering harms from his gambling. While the ClassicBet betting account was not marked as a self-excluded betting account, the Commission is satisfied that the complainant's betting account remained closed following the acquisition of ClassicBet by PlayUp.
54. The Commission is also satisfied however, that the complainant received promotional materials to the email address that he had used to open the ClassicBet betting account with following ClassicBet's acquisition by PlayUp, contrary to the 2016 and 2019 Codes.
55. The Commission is therefore satisfied that pursuant to section 80(1)(d) of the *Racing and Betting Act*, PlayUp has failed to comply with a condition of its licence through the sending of promotional materials to the holder of a betting account which had been closed, which was in breach of clause 8.9 of the 2016 Code and clause 5.6 of the 2019 Code.
56. Disciplinary action available to be taken by the Commission in these circumstances range from the issuing of a reprimand, imposing a fine not exceeding 170 penalty units or suspending or cancelling the sports bookmakers licence.

57. While the complainant took no action to re-open his betting account with ClassicBet following the receipt of the promotional materials, the Commission views the sending of promotional materials to a person who has actively closed their betting account with a sports bookmaker as not according with the principles of promoting a responsible gambling environment. As such, the Commission has determined to impose a fine of 34 penalty units, being 20% of the maximum penalty available. The value of a penalty unit is currently \$157 and as such, the fine imposed equates to \$5,338.

TopBetta and PlayUp Betting Account

58. As discussed in this decision notice, there are strong grounds for the Commission to form the view that contrary to the complainant's submissions, there was no email sent by the complainant to request that he be self-excluded from his TopBetta account in 2015.
59. Given this, the Commission has determined that the complainant's TopBetta betting account remained open, albeit dormant when TopBetta were issued a sports bookmaker licence by the Commission in August 2016. The complainant's betting account continued to remain open through the 2019 transitioning of TopBetta betting accounts to the PlayUp betting platform that operates under the PlayUp Interactive Pty Ltd sports bookmaker licence.
60. The evidence before the Commission indicates that the complainant re-activated his TopBetta betting account which was now on the PlayUp betting platform on 17 January 2020, after which he deposited monies and used the betting account to strike bets up until 19 January 2020.
61. There is no evidence before the Commission that PlayUp is in breach of the Act or its licence conditions and as such, the Commission has determined that all bets placed by the complainant from 17 January 2020 through to 19 January 2020 through his PlayUp (TopBetta) betting account were lawful bets.

Review of Decision

62. 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 August 2021