

# NORTHERN TERRITORY RACING COMMISSION

## Reasons for Decision

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<b>Complainants:</b>	Complainant 1 - Mr J Complainant 2 - Ms F Complainant 3 - Mr S Complainant 4 - Mr N Complainant 5 - Mr W
<b>Licensee:</b>	BetEasy Pty Ltd
<b>Proceedings:</b>	Gambling Disputes for determination by the Northern Territory Racing Commission (pursuant to section 85(2) of the <i>Racing and Betting Act 1983</i> )
<b>Heard Before: (on papers)</b>	Mr Alastair Shields (Presiding Member) Ms Cindy Bravos Mr Kris Evans
<b>Date of Decision:</b>	25 February 2022

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### Background

1. Five gambling disputes were lodged with the Northern Territory Racing Commission (**the Commission**) pursuant to section 85(2) of the *Racing and Betting Act 1983* (**the Act**) between 9 December 2019 and 23 December 2019, with each gambling dispute relating to bets struck with the Northern Territory licensed sports bookmaker BetEasy Pty Ltd (**BetEasy**).
2. Each of the complainants, some of which sought legal representation to lodge their gambling disputes with the Commission (Complainants 3, 4 and 5), expressed dissatisfaction that a number of bets that had been struck between 6 - 8 December 2019 on betting markets offered by BetEasy for National Basketball Association (**NBA**) games were later cancelled and the stakes refunded by BetEasy, which advised the complainants that it relied on its palpable error rule to do so.
3. Had the bets not been cancelled by BetEasy, the payout for all bets the subject of the five complainants' gambling disputes that would have been resulted as winning bets would have amounted to over \$330,000.
4. In cancelling and refunding the bets, BetEasy has advised the Commission that it did so in accordance with its terms and conditions - specifically its palpable error rule; as BetEasy had identified that there was a technical error with how the prices were being calculated for NBA 'same game multi bets' (**SGM bets**) that caused NBA SGM bets which included any leg for a 'quarter line' market to be calculated on a different set of contingencies than the actual contingencies of the bet.
5. Given that it is the lawfulness of the bets that the Commission has been asked to adjudicate and that the only qualitative material difference between each of the gambling disputes is the actual dollar amount of each of the bets struck and the prices offered, in order to avoid obvious repetition that would result in preparing five individual decision notices, the Commission has determined to treat the matters raised as a class of complaints.

6. Information was gathered from each of 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 disputes on the papers.

## **Details of the Gambling Disputes**

### COMPLAINANT 1

7. Complainant 1 has submitted to the Commission that he placed a winning NBA SGM bet on 7 December 2019 with a stake of \$25 for a price of \$1506.02 that resulted in \$37,650.50 being paid into his betting account however, when he went to withdraw \$35,000 of those winnings, BetEasy cancelled the withdrawal and deducted the \$37,650.50 in winnings from his betting account balance. Complainant 1 also advised the Commission that he had also placed another winning NBA SGM bet with a stake of \$15 at a price of \$131.76 that resulted in a pay out of \$1976.40 and that these winnings were also deducted from his betting account.
8. Complainant 1 has further expressed his dissatisfaction to the Commission that it was only after the monies had already been deducted from his betting account balance that he received an email from BetEasy advising that the bets had been cancelled in accordance with BetEasy's error rule.

### COMPLAINANT 2

9. Complainant 2 has submitted to the Commission that she placed a winning NBA SGM bet on 8 December 2019 with a stake of \$20 for a price of \$1506.02 that resulted in \$30,120.40, being paid into her betting account however, when she went to withdraw \$30,000 of those winnings, she was locked out of her betting account.
10. After contacting BetEasy which she states was unable to explain to her why she was locked out of her betting account, she was again able to access her betting account however, she saw that her bet history had changed. Upon contacting BetEasy, she was advised that her bets had been cancelled in accordance with BetEasy's error rule.

### COMPLAINANT 3

11. Complainant 3 sought legal representation to lodge his gambling dispute with the Commission. That dispute sets out that Complainant 3 placed eight NBA SGM bets on 8 December 2019 with prices ranging from \$547.78 through to \$1,207.73. Of these bets, one bet with a stake of \$250 and a price of \$757.58 was a winning bet that resulted in a payout of \$189,395 being credited to Complainant 3's betting account.
12. At 6:27 pm on 8 December 2019, Complainant 3 received an email from BetEasy advising him that all the NBA SGM bets had been cancelled due to a pricing error and in accordance with BetEasy's error rule. As a result, Complainant 3's bets were cancelled and the stakes refunded to his betting account.
13. See paragraphs 20 and 21 for submissions made by Complainant 3's legal representative in relation to the gambling dispute.

#### COMPLAINANT 4

14. Complainant 4 sought legal representation to lodge his gambling dispute with the Commission. That dispute sets out that Complainant 4 placed 12 NBA SGM bets between 7 and 8 December 2019 with prices ranging from \$19.42 through to \$1,207.73. Of these bets, one bet with a stake of \$80 and a price of \$757.58 was a winning bet that resulted in a payout of \$60,606.40 being credited to Complainant 4's betting account.
15. At 6:25 pm on 8 December 2019, Complainant 4 received an email from BetEasy advising him that all the NBA SGM bets had been cancelled due to a pricing error and in accordance with BetEasy's error rule. As a result, Complainant 4's bets were cancelled and the stakes refunded to his betting account.
16. See paragraph 20 and 21 for submissions made by Complainant 4's legal representative in relation to the gambling dispute.

#### COMPLAINANT 5

17. Complainant 5 sought legal representation to lodge his gambling dispute with the Commission. That dispute sets out that Complainant 5 placed three NBA SGM bets on 8 December 2019 with prices ranging from \$506.07 through to \$1,008.06. Of these bets, one bet with a stake of \$40 and a price of \$506.07 was a winning bet that resulted in a payout of \$20,242.80 being credited to Complainant 5's betting account.
18. At 6:28 pm on 8 December 2019, Complainant 5 received an email from BetEasy advising him that all the NBA SGM bets had been cancelled due to a pricing error and in accordance with BetEasy's error rule. As a result, Complainant 5's bets were cancelled and the stakes refunded to his betting account.
19. See paragraph 20 and 21 for submissions made by Complainant 5's legal representative in relation to the gambling dispute.

#### COMPLAINANT 3, 4 and 5 LEGAL REPRESENTATIVE SUBMISSIONS

20. Complainant 3, 4 and 5's legal representative has submitted that:
  - a. BetEasy has contravened Australian Consumer Law by engaging in conduct that is unconscionable and that the error rule relied on by BetEasy is an unfair contract term;
  - b. there is no explanation as to how BetEasy calculates odds for an SGM;
  - c. any pricing error would not be discernible to a sports bookmaker customer with a reasonable knowledge of betting;
  - d. if it is accepted within the industry that some sports bookmakers rely on outsider third parties to price SGMs, then it is reasonable to conclude that even experienced sports bookmakers don't know how an SGM is priced and as such how could such errors be discernible to the ordinary 'punter';
  - e. given that of the three complainants represented, two received different prices for the same bet thus demonstrating that it would be "*...virtually impossible for an ordinary sports bookmaker customer to discern whether prices quoted by the Bookmaker contain pricing errors*";
  - f. BetEasy's internal audit processes (or lack thereof) failed to detect a malfunction in the BetEasy's system that determines SGM prices, demonstrating a lack of judgement and vigilance on the part of BetEasy;

- g. the Commission has previously found (*Various v Sportsbet*<sup>1</sup>) that it must focus on the individual prices offered for betting markets to determine if obvious errors exist and not on the multi-bet combined prices that resulted from the pricing errors.
21. The complainants' legal representative has also provided the Commission with evidence of five SGM bets placed by another customer of BetEasy in April 2019 that in his view, demonstrate a systematic offering of prices similar to those that were offered to his clients and that also show that BetEasy has not applied its error rule fairly. These bets were not cancelled although the prices that were offered for these SGM bets ranged from \$1563.97 through to \$3,573.98.

## Consideration of the Issues

### Error Rule

22. 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. In furtherance of these 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.
23. 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 licences as well as reviewing the terms and conditions of agreements entered into between sports bookmakers and their customers. The terms and conditions (or rules) that both the sports bookmaker and the customer are bound by when a betting account is opened and each time a bet is struck usually contain a rule that allows the sports bookmaker to defend its entitlement to correct any prices (odds) which are inadvertently offered in obvious or manifest error, such as when two prices are transposed, a price is incorrectly input as a result of a typing error or when a delay in receiving live match information impacts on the prices being offered as the price offered failed to take into account some event that had already occurred.
24. The relevant BetEasy rule that was in place in December 2019 and is therefore applicable to the SGM bets subject of this decision notice was as follows :

#### 7. Errors

*We will endeavour to ensure that We do not make errors when pricing and accepting bets. However, we reserve the right to cancel any bets where a palpable error has occurred. If We cancel a bet because a palpable error has occurred, We will endeavour to contact You.*

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<sup>1</sup> Northern Territory Racing Commission Decision *Various v Sportsbet* dated 31 October 2019

25. As can be seen, this rule on errors outlines to the customers of BetEasy that when BetEasy detects that a palpable error (being an error that is clear and obvious) has occurred, BetEasy reserves the right to cancel the bet and return the stake to the customer who placed the bet, as an obvious mistake has been made in the price offered for the bet.
26. As has often been articulated in previous Commission decisions, it is the view of the Commission that the commercial efficacy of the sports bookmaker business model must have error limiting clauses such as these so as to avoid a sports bookmaker from unjustly suffering a loss where a legitimate error has occurred. However, it is also the view of the Commission that these error rules should not be used to protect sports bookmakers from errors of judgement, lack of vigilance or movements in the market that they have failed to detect and respond to.
27. The primary issue for consideration by the Commission therefore in determining the current gambling disputes before it, is whether this error rule has been implemented reasonably and fairly by BetEasy. In doing so, the Commission must necessarily look to the reasons provided by BetEasy for the claimed pricing errors and review the evidence from BetEasy that supports its claim. The Commission must also turn its mind to whether the claimed error would have been discernible to a sports bookmaker customer with a reasonable knowledge of betting; as well as a knowledge of the sport involved in the betting markets in question.
28. BetEasy has submitted to the Commission that at around 11:11am on Sunday, 8 December 2019, it identified that a pricing error appeared to be occurring in relation to its NBA SGM markets and as a result, an investigation was commenced which ultimately resulted in the affected markets being taken down at 4:01pm that same day. That investigation and subsequent inquiries revealed that:
  - a. a software bug was introduced during the deployment on 6 December 2019 of a performance improvement relating to the application programming interface for SGMs (the purpose of which was to rewrite how BetEasy generates parameters to retrieve SGM pricing from its then 'odds supplier' SportCast);
  - b. the software bug produced incorrect results as it caused the period parameter to default to 0 which was for the overall match instead of, for example to 6 for the 1<sup>st</sup> Quarter or 1 for the 1<sup>st</sup> Half; and
  - c. the flaw in the program resulted in SGM bets which included any quarter or half line market legs to calculate odds based on the selected outcome being in respect of the overall match market instead of the result for the relevant quarter.
29. As a result of the application not functioning as it should have, prices for NBA SGMs were being calculated at odds for a completely different and highly unlikely set of circumstances which resulted in odds being offered at up to 150 times greater than the correct odds.
30. BetEasy has advised the Commission that once the pricing errors were identified, it undertook a review of all SGM bets that had been placed on the affected markets and as a result and in reliance on its error rule, cancelled 98 bets and refunded each of those bets' stakes. Of those 98 bets, 71 bets were losing bets; 17 were winning bets and the remaining 10 bets were later determined not to be affected. Of these 10 bets, 4 bets were reinstated and paid out as winning bets and the remaining 6 bets, while losing bets were kept as cancelled bets with the stake remaining refunded to those customers who had placed those bets.
31. BetEasy has provided the Commission with the following information detailing the odds offered to each of the complainants compared with the odds that would have been on offer had there not been a flaw in the software program:

Customer	Required outcome	Correct Odds	Palpable error odds
[Complainant 1]	<u>Memphis 1<sup>st</sup> Qtr Line +2.5</u> Utah Overall Match Line-11.5	\$5.07	\$1506.02
[Complainant 2]	<u>Memphis 1<sup>st</sup> Qtr Line +2.5</u> Utah Overall Match Line-11.5	\$5.07	\$1506.02
[Complainant 3]	<u>Memphis to win 1<sup>st</sup> Qtr +3.5</u> Utah Overall Match Line-7.5 Memphis 1 <sup>st</sup> Qtr Winner (No Draw) Utah Win (Head to Head)	\$8.40	\$757.58
[Complainant 4]	<u>Memphis to win 1<sup>st</sup> Qtr +3.5</u> Utah Overall Match Line-7.5 Memphis 1 <sup>st</sup> Qtr Winner (No Draw) Utah Win (Head to Head)	\$8.40	\$757.58
[Complainant 5]	<u>Memphis to win 1<sup>st</sup> Qtr +3.5</u> Utah Overall Match Line-7.5 Memphis 1 <sup>st</sup> Qtr Winner (No Draw) Utah Win (Head to Head)	\$8.40	\$506.07
[Complainant 1]	<u>Cleveland to win 1<sup>st</sup> Qtr +0.5</u> Orlando Overall Match Line-3.5 Cleveland 1 <sup>st</sup> Qtr Winner (No Draw) Orlando Win (Head to Head)	\$7.96	\$131.76
[Complainant 1]	<u>Charlotte to win 1<sup>st</sup> Qtr +0.5</u> Brooklyn Overall Match Line-2.5 Charlotte 1 <sup>st</sup> Qtr Winner (No Draw) Brooklyn Win (Head to Head)	\$6.72	\$78.58

32. BetEasy has further advised the Commission that the five complainants placed a combined total of 62 NBA SGM bets (of which the above 7 bets were successful) that included a 'first quarter line' leg. Of the other 3,440 NBA SGM bets placed by other BetEasy customers, only 26 of these bets included a 'quarter line' market affected by the error (of which 17 of those bets were placed by a single customer).
33. BetEasy has submitted to the Commission that in its view, each of the complainants were aware that a pricing error existed when a 'quarter line' market was included in an NBA SGM given that:

- *[Complainant 1] placed 40 NBA SGMs, 36 of which included a market affected by the palpable error. Even with the spike of bets which included “quarter line” markets by the Complainants, such bets accounted for only 2.5% of all NBA SGM bets during this period, whilst they accounted for 90% of the 40 placed by [Complainant 1];*
  - *[Complainant 2] (who was linked to [Complainant 1] by IP address) created an account with BetEasy at 11:15am on 8 December 2019, and her first three bets with BetEasy were on the next three NBA Games all including a “first quarter line” leg to take advantage of the palpable error;*
  - *[Complainant 3] placed 7 NBA SGMs all with a “first quarter line” market to seek to benefit from the palpable pricing error. These are the only 7 NBA SGMs [Complainant 3] ha[s] ever placed with BetEasy;*
  - *[Complainant 4] placed 13 NBA SGMs all with a “first quarter line” market to seek to benefit from the palpable pricing error. These are the only 13 NBA SGMs [Complainant 4] ha[s] ever placed with BetEasy;*
  - *[Complainant 5] placed 3 NBA SGMs all with a “first quarter line” market to seek to benefit from the palpable pricing error. These are the only 3 NBA SGMs [Complainant 5] ha[s] ever placed with BetEasy; and*
  - *All 23 SGM bets placed by [Complainant 3, 4 and 5] included the outsider at “first quarter line” and “first quarter winner,” despite the first quarter line being irrelevant if the outsider won the first quarter (but for the palpable pricing error its inclusion created).*
34. In a number of previous Commission decisions that have involved sports bookmakers relying on their error rules to void bets struck, the Commission has found that it will be assisted in determining whether the prices offered were an obvious or manifest error by comparing the discrepancy in the odds with odds for the same or similar markets offered by the sports bookmaker or other sports bookmakers and also by historical odds for the same or similar markets offered by the sports bookmaker or other sports bookmakers (*Mr A v Sportsbet*<sup>2</sup>, *Various v Sportsbet*<sup>3</sup>).
35. Noting the above, BetEasy has provided the Commission with a number of examples of prices offered by BetEasy and a number of other sports bookmakers for similar bets as those currently in dispute. The 35 examples provided by BetEasy were based on five NBA matches played on 21 February 2020 and while the examples cannot be considered to be examples of the prices offered at the same time as those markets subject of the gambling disputes subject of this decision notice nor are they historical, the Commission is of the view that they provide the Commission with some assistance in determining how easily seen, perceived and recognised the claimed error was in order to meet the threshold required by BetEasy in the Commission’s view, to rely on its error rule. The examples provided by BetEasy show that the prices on offer ranged from \$4.22 to \$12.27 for scenarios where the outside team wins the first quarter, yet the favourite goes on to cover the line. These prices are clearly significantly less than the prices that the disputed bets were struck at, being a range between \$78.58 and \$1,506.02.

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<sup>2</sup> Northern Territory Racing Commission Decision *Mr A v Sportsbet* dated 24 May 2019

<sup>3</sup> Northern Territory Racing Commission Decision *Various v Sportsbet* dated 31 October 2019

36. In contrast and as detailed at paragraph 21, the legal representative for Complainant 3, 4 and 5 has also provided the Commission with evidence of five SGM bets placed by another customer of BetEasy in April 2019 that in his view, demonstrate a systematic offering of prices similar to those that were offered to his clients. The prices offered by BetEasy for these bets ranged in price from \$1563.97 through to \$3,573.98.
37. The Commission notes however, that while the examples provided by the legal representative for Complainant 3, 4 and 5 are for SGM bets, they are not in the Commission's view for the same or a similar market as they contain legs involving more unlikely individual player performances such as a player attaining the statistical achievement of a 'triple double' or 'double double'. As none of the examples provided contain legs involving a quarter line market coupled with an overall line market, they cannot be relied upon to provide the Commission comparative assistance in determining whether the prices offered by BetEasy in relation to the bets subject of these gambling disputes were offered in obvious or manifest error.
38. As noted at paragraph 20(g) of this decision notice, the legal representative for Complainant 3, 4 and 5 has also submitted that the Commission must focus on the individual prices offered for betting markets to determine if obvious errors exist rather than on the multi-bet combined prices that resulted from the pricing errors. In support of this view and as articulated in a number of previous Commission decisions, the Commission has expressed its view that a multi-bet is a series of individually struck bets combined together with the combined price resulting from the placing of a multi-bet being made up of each of the prices offered for each individual betting market.
39. Contrastively, the gambling disputes subject of this decision notice involve SGM bets where each leg of the SGM bet is based on an interrelated contingency given the selections are made from a single match. Given this, when determining the price to be offered on an SGM bet, it is calculated differently to a multi-bet. Sports bookmakers take into account all of the selected contingencies within the full SGM bet as opposed to simply multiplying each of the individual leg prices from a various range of individual matches, sports or racing outcomes as it does when calculating the potential payout of a multi-bet.
40. Another point of difference between a SGM bet and a multi-bet is that if one of the legs of a SGM bet is voided, the full SGM bet is voided and the stake is returned to the customer whereas if one or more legs of a multi-bet is voided, it is the expectation of the Commission that the affected leg (or legs) will be voided and the price re-calculated on the remaining legs.
41. The above differences are explained to BetEasy customers through Rule 6 of its Sports Rules which state:

6. *Multiple Bets / Related Multi Bets*

*A Multi-Bet is a bet that selects 2 or more legs in a single bet. With the exception of same-game multis, the final dividend for a Multi-Bet is the product of all winning legs in the bet. For example, a winning bet for Selection 1 at \$4.00 and Selection 2 at \$5 results in a final dividend of \$20 (\$4 X \$5).*

*If a Selection is scratched, abandoned, or does not start for any reason, We may recalculate the final dividend excluding that leg if the leg is not for an "All In" betting event.*

*A same game multi-bet is where all selections are part of the same event. The dividend for a same game multi-bet is calculated differently to account for the contingency between markets. The price will be clearly displayed and updated as you select/remove legs from your same game multi-bet.*



*If a selection of a same-game multi-bet does not start, the full same-game multi-bet will be voided and your stake returned.*

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42. Given this, the Commission cannot concur with the submissions of the legal representative for Complainant 3, 4 and 5 and as a result, in determining this matter has examined the price on offer for the total of each of the SGM bets rather than focusing on the individual prices offered for each leg.
43. The legal representative for Complainant 3, 4 and 5 has also submitted as detailed at paragraph 20(e) above, that one of his clients received a different price to that received by his other clients for the same bet which supports in his view, the argument that it would be virtually impossible for an ordinary sports bookmaker customer to discern whether the prices offered, contained pricing errors. The submission details that Complainant 3 and 4 were given a price of \$757.57 for a SGM bet however, Complainant 5 was given a price of \$506.07 for the exact same SGM bet.
44. The Commission notes however, that each of the SGM bets referred to above were placed at different times on the same day with Complainant 3 and 4 placing their bets within one minute of each other at 1:14pm and 1:15pm respectively whereas Complainant 5 placed his bet some 40 minutes later at 1:57pm. As is the case with all betting markets, prices for betting markets fluctuate particularly as the start of the event on which the market has been set nears and as such, the Commission does not concur with the legal representative for Complainant 3, 4 and 5 that the differing prices offered supports a view that the error in prices on offer would not be easily discernible to an ordinary sports bookmaker customer.
45. Sports bookmakers naturally offer a wide variety of betting markets at any given moment and from time to time errors in price are made, either through human or system error, which results in bets being accepted at a price that is materially different from what it should have been.
46. In determining whether BetEasy is able to rely on voiding the bets subject of these gambling disputes due to its claims that it inadvertently offered prices that were in error as a result of a technical fault, the Commission has reviewed the comparative data provided by BetEasy and notes that the prices offered by other sports bookmakers licensed by the Commission on similar betting markets (albeit after the dates the bets subject of these gambling disputes were struck), were significantly lower than those offered by BetEasy at the times the SGM bets were taken.
47. Notably, this price difference in the Commission's view was not simply a case of one sports bookmaker offering better or superior odds compared to another, but rather supports the submissions by BetEasy that the error in price was an obvious and/or material one.

#### Australian Consumer Law

48. The legal representative for Complainant 3, 4 and 5 has made a variety of submissions to the Commission putting forward the position that BetEasy is in contravention of Australian Consumer Law with regard to the gambling disputes the subject of this decision notice as in his view, it has engaged in conduct that is unconscionable and that BetEasy's error rule is an unfair contract term.

49. In this respect, the Commission has previously determined that its jurisdiction does not extend to matters involving consumer law complaints such as misleading and deceptive conduct or those issues raised as detailed in paragraph 48 above. Given this, the Commission does not intend to explore the legal representative for Complainant 3, 4 and 5 submissions in relation to whether BetEasy has or has not contravened Australian Consumer Law.

## 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. When determining matters involving the use by a sports bookmaker of the error rule, the Commission must determine whether the error rule has been implemented reasonably and fairly.
51. In examining the evidence before it, the Commission is satisfied that prices offered by BetEasy at the time that the SGM bets subject of this decision notice were struck on the NBA were offered in error and can be linked to a specific system failure in relation to the legs of the SGM bets that involved a first quarter line market.
52. In the Commission's view, the error in prices were significant, easily perceived and would have been discernible to a sports bookmaker customer with a reasonable knowledge of betting; as well as a knowledge of the sport involved in the betting markets in question.
53. Given this, the Commission has determined that all bets struck that are subject of this decision notice are lawful bets pursuant to section 85(1A) of the Act and that while it was unfortunate that the bets were accepted at an obviously incorrect price, the Commission considers that it is not unreasonable that BetEasy invoked its error rule and voided the bets.

## Review of Decision

54. 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

25 February 2022