

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
GROUP PROCEEDINGS LIST**



Case: S ECI 2024 07057

Filed on: 09/05/2025 02:03 PM

No. S ECI 2024 07057

B E T W E E N

Jeremy Bergman

Plaintiff

-and-

Sportsbet Pty Ltd (ACN 088 326 612)

Defendant

REPLY

Date of Document:	9 May 2025	Solicitors Code:	564
Filed on behalf of:	The Plaintiff		
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- 1 In response to the Defence filed on 17 April 2025 (**Defence**), the Plaintiff says as follows and otherwise joins issue with the Defence save for any admissions therein.

C. The Bet Contracts

- 2 In answer to paragraph 20 of the Defence, the Plaintiff:
- (a) repeats paragraphs 18 to 21 of the Amended Statement of Claim (**ASOC**);
 - (b) says that, at all material times since Sportsbet has provided the Fast Code Service, the Terms & Conditions have provided:
 - (i) when a Member is making a bet on their account via the internet, it is accepted once the member submits the bet and a betting receipt number is issued through the website;
 - (ii) when a member is making a bet on their account via the telephone, the member is responsible for providing the correct account details (including account number and password). When a bet is made by a member via the telephone, it will be repeated to the member. A bet is accepted when a member either indicates agreement with a bet after it has been read back to the member or, when speaking with a Sportsbet representative, if the member does not disagree with the bet details, when read back to the member before the telephone call ends; and
 - (iii) members are unable to change or cancel a bet once the bet has been accepted by Sportsbet unless the member can demonstrate to Sportsbet's satisfaction that the initial bet was made in error; in which case Sportsbet may, at its discretion, void the initial bet and request the initial bet must be replaced with another bet.

Particulars

The best particulars the Plaintiff can currently provide are that:

- (i) The statement in subparagraph (i):
 - 1. was made in clause 75 from at least 13 March 2018;
 - and
 - 2. has been in clause 1.11.6 from at least 25 February 2019;
- (ii) The statement in subparagraph (ii):

1. was made in clause 76 from at least 13 March 2018;
and
2. has been made in clause 1.11.7 from at least
25 February 2019;

(iii) The statement in subparagraph (iii):

1. was made in clause 79 from at least 13 March 2018;
and
2. has been made in clause 1.11.10 from at least
25 February 2019.

- (c) says further that, in the premises of paragraph 2(b) above, the Terms & Conditions provided for the offer and acceptance of a bet between the Plaintiff or Group Member and Sportsbet to form the Bet Contract; and
- (d) says that, for every Bet Contract that was formed between the Plaintiff or Group Member and Sportsbet, the Bet Contract was formed in accordance with the Terms & Conditions pleaded at paragraphs 15 and 16 of the ASOC and 2(b) above; and
- (e) otherwise denies paragraph 20.

3 As to paragraph 21 of the Defence, the Plaintiff:

- (a) repeats paragraph 2 above; and
- (b) otherwise denies paragraph 21.