



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

No. S EC1 2024 07057
Case: S EC1 2024 07057
Filed on: 11/11/2025 12:49 PM

B E T W E E N

JEREMY BERGMAN

Plaintiff

-and-

SPORTSBET PTY LTD (ACN 088 326 612)

Defendant

FURTHER AMENDED STATEMENT OF CLAIM
(Filed pursuant to the Order of Justice Delany made 28 October 2025)

Date of Document: 28 October 2025 ~~24 February 2025~~ ~~24 December 2025~~

Filed on behalf of: The Plaintiff

Prepared by:

Maurice Blackburn Lawyers
380 LaTrobe Street
Melbourne VIC 3000

Solicitors Code: 564

Telephone: (03) 9605 2700

Ref: 3053171

Email: eoshea@mauriceblackburn.com.au

Table of contents

| | |
|--|-------------------------|
| A. Parties | 2 |
| A.1 The Defendant | 2 |
| A.2 The Plaintiff and Group Members | 2 |
| B. Sportsbet's conduct | 3 |
| B.1 The Fast Code Service | 3 |
| B.2 Relevant conduct | 5 |
| B.3 The Terms & Conditions | 6 |
| C. The Bet Contracts | 8 |
| D. Contraventions of the ACL | 9 |
| D.1 Contravening conduct – s 18 of the ACL | 9 |
| E. Contract claims | 10 |
| E.1 Breach of Bet Contract | 10 |
| E.2 Ground of rescission – illegality <u>E.2 Illegality</u> | 11 <u>11</u> |
| F. Loss or damage | 11 |
| F.1 ACL claims | 11 |
| F.2 Breach of Bet Contract | 12 |
| F.3 Rescission and restitution <u>F.3 Restitution</u> | 12 <u>12</u> |
| G. Orders sought by the Plaintiff | 13 |
| H. Common questions of law or fact | 14 |

A. Parties

A.1 The Defendant

1 The Defendant (**Sportsbet**) is:

- (a) incorporated under the *Corporations Act 2001* (Cth) and able to be sued;
- (b) licensed in the Northern Territory by the Northern Territory Racing and Wagering Commission (**NTRWC**) (and previously by the Northern Territory Racing Commission (**NTRC**)) to accept bets and wagers by electronic transmission, 24 hours per day;
- (c) offers its customers in Australia a service for the placing, making, receiving or acceptance of bets using an internet carriage service;
- (d) a person within the meaning of:
 - (i) the *Interactive Gambling Act 2001* (Cth) (**IGA**); and
 - (ii) the Australian Consumer Law (**ACL**), being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**CCA**).

A.2 The Plaintiff and Group Members

2 The Plaintiff:

- (a) is a natural person;
- (b) resident of Australia;
- (c) has held a betting account with Sportsbet since 12 June 2016;
- (d) was a customer of Sportsbet within the meaning of the IGA;
- (e) was and is a consumer within the meaning of section 3(3) of the ACL; and
- (f) placed one or more bets with Sportsbet using the Fast Code Service (defined in paragraph 8 below) from at least August 2019 to December 2021.

3 This proceeding is commenced as a group proceeding pursuant to Part 4A of the *Supreme Court Act 1986* (Vic) by the Plaintiff on his own behalf and on behalf of all persons who (**Group Members**):

- (a) have placed one or more bets with Sportsbet using the Fast Code Service (defined in paragraph 8 below) from 24 December 2018 to at least 24 December 2024 (**Relevant Period**);
 - (b) suffered loss or damage arising from their bets with Sportsbet using the Fast Code Service; and
 - (c) are not:
 - (i) a Minister of the Commonwealth, a State or Territory;
 - (ii) a judge, magistrate or other judicial officer of the Commonwealth, a State or Territory; or
 - (iii) an officer or employee of Sportsbet.
- 4 There are seven or more Group Members which are based in every state and territory in Australia.
- 5 Some of the Group Members were physically present in Australia at the time of engaging in the conduct in paragraph 3(a) above.

B. Sportsbet's conduct

B.1 The Fast Code Service

- 6 At all material times, Sportsbet has provided betting and wagering services including through each of the following:
- (a) the website Sportsbet.com.au (**Sportsbet Website**); and
 - (b) an application for smartphone devices (**Sportsbet App**).
- 7 During the Relevant Period, Sportsbet provided betting and wagering services to customers in Australia:
- (a) on the outcome of a sporting event where the bets are placed, made, received or accepted after the beginning of the event; and
 - (b) on a contingency that may or may not happen in the course of a sporting event where the bets are placed, made, received or accepted after the beginning of an event.

- 8 During the Relevant Period, Sportsbet provided a service (**Fast Code Service**) whereby:
- (a) customers can place a bet after an event has begun:
 - (i) relating to the outcome of the sporting event; or
 - (ii) on a contingency that may or may not happen in the course of the sporting event;
 - (b) the bet is placed by:
 - (i) the customer logging into their Sportsbet account on the Sportsbet Website or Sportsbet App;
 - (ii) the customer using the Sportsbet Website or Sportsbet App to provide the following information:
 - (A) selection of the event on which the bet is to be placed;
 - (B) selection of the bet; and
 - (C) selection of the bet type;
- (Bet Information)**
- (iii) the Sportsbet Website or Sportsbet App generating a short code encapsulating the Bet Information (**Fast Code**);
 - (iv) in the case of:
 - (A) the Sportsbet Website — the Fast Code and a telephone number for Sportsbet being displayed to the customer;
 - (B) the Sportsbet App — the Fast Code and a button labelled “Call to Bet” being displayed to the customer, which button if pressed initiates a telephone call to Sportsbet;
 - (v) the customer initiating the telephone call to Sportsbet, identifying themselves to Sportsbet’s telephone operator and reciting the Fast Code;
 - (vi) the Sportsbet telephone operator:
 - (A) may recite to the person the Bet Information;

- (B) asking the customer for the amount of the bet;
- (C) confirming the details of the bet (event, bet type, bet selection and bet amount);
- (D) placing the bet for the customer;
- (E) submitting the bet in the Sportsbet system; and
- (vii) the amount of the bet being deducted from the customer's Sportsbet account.

B.2 Relevant conduct

- 9 The Fast Code Service on each occasion it was offered to the Plaintiff or a Group Member during the Relevant Period was:
 - (a) a gambling service within the meaning of section 4 of the IGA;
 - (b) provided an in-play betting service within the meaning of section 10B of the IGA;
 - (c) provided in the course of carrying on a business within the meaning of section 5(1)(a) of the IGA;
 - (d) provided in trade or commerce within the meaning of section 2 of the ACL;
 - (e) provided to customers using:
 - (i) an internet carriage service;
 - (ii) alternatively, any other listed carriage service; and
 - (f) not an excluded wagering service under section 5(3) and section 8A(3) of the IGA.
- 10 By reason of the matters identified in paragraphs 8 and 9, the Fast Code Service:
 - (a) is provided on the basis of dealings with the customer within the meaning of section 8AA(1)(a) of the IGA;
 - (b) the dealings are not wholly by way of voice call using a carriage service; and
 - (c) therefore the Fast Code Service is not a telephone betting service within the meaning of section 8AA(1) of the IGA.

11 Further or in the alternative, the Bet Information encapsulated by the Fast Code, as pleaded at paragraph 8(b)(ii) above, includes the following information which can be provided not by way of voice call:

- (a) the selection of a bet within the meaning of section 8AA(8)(a) of the IGA;
- (b) the selection of a bet type within the meaning of section 8AA(8)(b) of the IGA; and
- (c) therefore the Fast Code Service is not a telephone betting service for the purposes of the Act.

12 By reason of the matters in:

- (a) paragraphs 6 to 10;
- (b) further or in the alternative, paragraphs 6 to 11;

the Fast Code Service is a prohibited interactive gambling service within the meaning of section 5(1) of the IGA

13 The Fast Code Service is offered by Sportsbet to, *inter alia*, its customers present in Australia, and is therefore a gambling service with an “Australian-customer link” within the meaning of section 8 of the IGA.

14 By reason of the matters in paragraphs 7 to 13, Sportsbet's provided provision of the Fast Code Service, which is a prohibited gambling service, that was and is contrary to section 15(2A) of the IGA.

B.3 The Terms & Conditions

15 At all material times that Sportsbet has provided the Fast Code Service, it has done so subject to written terms and conditions (**Terms & Conditions**).

16 At all material times since Sportsbet has provided the Fast Code Service, the Terms & Conditions have provided:

- (a) that Sportsbet is licensed in the Northern Territory by the NTRWC (previously NTRC) to accept bets and wagers by electronic transmission, 24 hours per day;
- (b) that the customer is deemed to have read and accepted the Terms & Conditions at the time of opening their account with Sportsbet; and

- (c) that Sportsbet may change, amend or add to the Terms & Conditions and the customer is deemed to have agreed to any changes, amendments or additions to those Terms & Conditions as published on the Sportsbet Website;
- (d) either:
 - (i) that in compliance with the IGA, Sportsbet does not accept live betting (placing a bet after an event has begun) over the internet but may accept live betting via the telephone; or
 - (ii) that in compliance with the IGA and Sportsbet's NTRWC (previously NTRC) licence conditions, Sportsbet does not accept live betting over the internet (other than on horse, greyhound and harness racing) but may accept live betting via the telephone,

(unless otherwise stated, the statements at subparagraphs (d)(i) and (d)(ii) are referred to in this statement of claim together as the **IGA Compliance Term**).

Particulars

The best particulars the Plaintiff can currently provide are that:

- (i) The statement in subparagraph (a):
 - (A) was made in clause 1 from at least 13 March 2018;
 - (B) has been made in clause 1.1.1 from at least 25 February 2019;
- (ii) The statement in subparagraph (b):
 - (A) was made in clause 4 from at least 13 March 2018; and
 - (B) has been made in clause 1.2.3 from at least 25 February 2019 to the present.
- (iii) The statement in subparagraph (c):
 - (A) was made in clause 5 from at least 13 March 2018; and
 - (B) has been made in clause 1.2.4 from at least 25 February 2019 to the present.
- (iv) The statements in subparagraph (d)(i):
 - (A) were made in clause 84 from at least 13 March 2018;

(B) were made in clause 1.11.15 from at least 25 February 2019.

(v) The statement in subparagraph (d)(ii) replaced the statement in subparagraph (d)(i) (still in clause 1.11.15) from at least 24 January 2024.

Further particulars may be provided after discovery and/or evidence.

17 At all material times, Sportsbet displayed the Terms & Conditions on the Sportsbet Website and in the Sportsbet App.

C. The Bet Contracts

18 The Plaintiff was deemed to have read and accepted the Terms & Conditions pleaded at paragraph 16 above as amended from time to time by Sportsbet and published on the Sportsbet Website.

19 During the period 25 August 2019 to 26 December 2021, the Plaintiff placed bets using the Fast Code Service as follows:

- (a) the Plaintiff logged onto his Sportsbet account on the Sportsbet Website or Sportsbet App;
- (b) the Plaintiff used the Sportsbet Website or Sportsbet App to provide the Bet Information to Sportsbet;
- (c) the Sportsbet Website or Sportsbet App generated a short code encapsulating the Fast Code;
- (d) in the case of:
 - (i) Bets placed by the Plaintiff via the Sportsbet Website — the Fast Code and a telephone number for Sportsbet being displayed to the Plaintiff;
 - (ii) Bets placed by the Plaintiff via the Sportsbet App — the Fast Code and a button labelled “Call to Bet” being displayed to the Plaintiff, which button if pressed initiates a telephone call to Sportsbet;
- (e) the Plaintiff initiated the telephone call to Sportsbet, identifying himself to Sportsbet’s telephone operator and reciting the Fast Code;
- (f) the Sportsbet telephone operator:
 - (i) may have recited the Bet Information to the Plaintiff;

- (ii) asked the Plaintiff for the amount of the bet;
- (iii) confirmed the details of the bet (event, bet type, bet selection and bet amount) with the Plaintiff;
- (iv) placed the bet for the Plaintiff; and
- (v) submitted the bet in the Sportsbet system; and
- (g) the amount of the bet was deducted from the Plaintiffs' Sportsbet account.

Particulars

The bets placed by the Plaintiff using the Fast Code Service are listed at Annexure A to this Statement of Claim.

Further particulars may be provided after discovery and evidence.

- 20 On each occasion the Plaintiff placed a bet with Sportsbet using the Fast Code Service as pleaded in paragraph 19 above, the Plaintiff made that bet pursuant to a contract between himself and Sportsbet (**Bet Contract**).
- 21 On each occasion the Group Members placed a bet with Sportsbet using the Fast Code Service described above at paragraphs 6, 7, 8, 19 and 20, the Group Members made a bet pursuant to the Bet Contract.

D. Contraventions of the ACL

D.1 Contravening conduct – s 18 of the ACL

- 22 By the conduct pleaded in paragraphs 6 to 9, and 19 to 21 above, and the terms of the Terms & Conditions at paragraph 16 above, Sportsbet represented to the Plaintiff and Group Members that it was lawfully providing the Fast Code Service (**Fast Code Service Representation**).

Particulars

The representation was implied from the conduct identified in paragraphs 6 to 9, 18 to 21 and the terms identified at paragraph 16 above.

The representation was express in the IGA Compliance Term identified at paragraph 16 above.

The particulars to paragraph 16 are repeated.

- 23 To the extent the Fast Code Service Representation was a representation of opinion, Sportsbet did not, at any time that Sportsbet offered to or did provide the Fast Code Service, have reasonable grounds for that opinion.
- 24 Further, to the extent that the Fast Code Service Representation was a representation as to a future matter, Sportsbet did not at any time that it offered to or did provide the Fast Code Service, have reasonable grounds for making the representation, and the Plaintiff relies on section 4(1)-(2) of the ACL.
- 25 At all material times that Sportsbet provided the Fast Code Service, the Fast Code Service Representation was false because Sportsbet's provided provision of the Fast Code Service, which is a prohibited interactive gambling service that was and is contrary to section 15(2A) of the IGA.

Particulars

The Fast Code Service is not a telephone betting service within the meaning of section 8AA(1) of the IGA. For that reason, it is a prohibited interactive gambling service pursuant to section 5(1) of the IGA.

Refers to and repeats paragraphs 9 to 14 above.

- 26 By reason of the matters at paragraphs 10 to 14, the conduct of Sportsbet:
- (a) pleaded in paragraphs 6 to 10 and 16 above; and/or
 - (b) pleaded in paragraphs 22 and 25 above; and/or
 - (c) pleaded in paragraphs 22 to 25 above;
- was misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL.

E. Contract claims

E.1 Breach of Bet Contract

- 27 By reason of:
- (a) Sportsbet providing the Fast Code Service as pleaded at paragraph 8 and 9 above; and
 - (b) the fact that the Fast Code Service was a prohibited interactive gambling service within the meaning of section 5(1) of the IGA; and

- (c) the fact that ~~the provision of~~ Sportsbet provided the Fast Code Service contrary to section 15(2A) of the IGA,

Sportsbet has breached the IGA Compliance Term of the Bet Contract.

E.2 ~~Ground of rescission – illegality~~ Illegality

28 Each Bet Contract:

- (a) was contrary to section 15(2A) the IGA; and
- (b) further or alternatively, is a contract the making of which, or the performance of which, is contrary to section 15(2A) of the IGA.

29 By reason of the matters in paragraph 28, for each bet placed by the Plaintiff and the Group Members pursuant to the Bet Contract, which resulted in a loss to the Plaintiff and the Group Members (Losing Bet Contract), that Losing Bet Contract is void ~~voidable~~ for illegality, or alternatively ~~void~~ unenforceable for illegality.

F. Loss or damage

F.1 ACL claims

- 30 At all material times during the Relevant Period if Sportsbet had not provided gambling services prohibited by section 15(2A) of the IGA, the Plaintiff and the Group Members would not have placed bets using the Fast Code Service.
- 31 Further, or in the alternative, at all material times during the Relevant Period the Plaintiff and the Group Members placed bets using the Fast Code Services in reliance on the Fast Code Service Representation.
- 32 The Plaintiff and some or all Group Members have suffered loss or damage, within the meaning of section 236 of the ACL, because of Sportsbet's conduct referred to in paragraph 26 above.

Particulars

1. The Plaintiff and all Group Members relied on the Fast Code Service Representation in making one or more bets using the Fast Code Service.
2. The Group Members who made one or more bets using the Fast Code Service have lost at least the amount of those bets.

3. The Plaintiff has suffered loss and damage in the amount of \$2,307.83, being the amount of loss placing in-play bets using the Fast Code Service as identified in Annexure A to the [Further Amended](#) Statement of Claim.
 4. Further particulars of the Group Members' loss or damage will be provided at an appropriate stage in the proceeding.
- 33 Further or alternatively, some or all Group Members have suffered or are likely to suffer loss or damage, within the meaning of section 237 of the ACL, because of Sportsbet's conduct referred to in paragraph 26 above.

Particulars

The particulars to paragraph 32 above are repeated.

F.2 Breach of Bet Contract

- 34 By reason of the matters pleaded at paragraph 27 above, the Plaintiff and the Group Members have suffered loss or damage.

Particulars

1. If Sportsbet had not breached clause 84 (for the period 13 March 2018 to 24 February 2019) and clause 1.11.15 (for the period 25 February 2019 to present) and not provided gambling services prohibited by section 15(2A) of the IGA, the Plaintiff and the Group Members would not have made one or more bets using the Fast Code Service.
2. The Plaintiff and the Group Members who made one or more bets using the Fast Code Service have lost at least the amount of those bets.
3. The Plaintiff has suffered loss and damage in the amount of \$2,307.83, being the amount of loss placing in-play bets using the Fast Code Service as identified in Annexure A to the [Further Amended](#) Statement of Claim.
4. Further particulars of the Group Members' loss or damage will be provided at an appropriate stage in the proceeding.

F.3 ~~Rescission and restitution~~ [Restitution](#)

- 35 By reason of the matters in paragraphs 28 and 29 above:

~~(a) the Plaintiff and each Group Member is entitled to rescind each Bet Contract between them and Sportsbet; and~~

- (b) ~~alternatively, each Losing Bet Contract bet placed by the Plaintiff and each Group Member pursuant to the IGA Compliance Term in the Bet Contract with Sportsbet is void or unenforceable ~~voidable~~.~~

36 In the premises:

- (a) the payments made by the Plaintiff and Group Members to Sportsbet pursuant to the Losing Bet Contracts are monies had and received by Sportsbet to the use of the Plaintiff and Group Members;

Particulars

- a. The Plaintiff has suffered loss and damage in the amount of \$5,153.64, being the amount of loss placing in-play bets using the Fast Code Service as identified in Annexure B to the Further Amended Statement of Claim.
- b. Further particulars of the Group Members' loss or damage will be provided at an appropriate stage in the proceeding.
- (b) Sportsbet has been unjustly enriched by the receipt of those payments at the expense of the Plaintiff and Group Members;
- (c) it would be unconscionable for Sportsbet to retain those payments; and
- (d) Sportsbet is obliged to make restitution and repay those payments to the Plaintiff and each Group Member.

G. Orders sought by the Plaintiff

37 The Plaintiff claims on his own behalf and on behalf of Group Members:

- (a) damages for the Plaintiff and each Group Member under section 236 of the ACL;
- (b) compensation for the Plaintiff and each Group Member under section 237 of the ACL in the form of order under section 243(d) of the ACL that Sportsbet refund the money paid by the customer pursuant to the Bet Contract;
- (c) damages for breach of contract;
- ~~(d) a declaration that the Plaintiff and each Group Members is entitled, at their individual election, to an order for rescission of their Bet Contract(s);~~

- (e) ~~alternatively,~~ a declaration that the Plaintiff and each Group Member's Losing Bet Contract is void;
- (f) alternatively, a declaration that the Plaintiff and each Group Member's Losing Bet Contract is unenforceable;
- (g)(f) an order for restitution of all moneys paid by the Plaintiff and Group Members to Sportsbet pursuant to each ~~rescinded or~~ void or unenforceable Losing Bet Contract;
- (h)(g) until further order of the Court, an order pursuant to the inherent jurisdiction of the Court, further or alternatively, section 232 of the ACL, restraining the Defendant from engaging in the conduct defined as the Fast Code Service;
- (i)(h)(g) judgment pursuant to section 33Z(1) of the Supreme Court Act;
- (j)(i)(h) interest;
- (k)(j)(i) costs;
- (l)(k)(j) interest on costs.

H. Common questions of law or fact

The questions of law or fact common to the claims of the Plaintiff and Group Members are:

The Fast Code Service

- 1 During what period, if any, has Sportsbet provided the Fast Code Service?
- 2 Is the Fast Code Service a prohibited interactive gambling service within the meaning of section 5 of the IGA?
- 3 In providing the Fast Code Service to each Group Member, did Sportsbet contravene section 15(2A) of the IGA?

Misleading or deceptive conduct

- 4 Did Sportsbet make the Fast Code Service Representation to each customer in the Relevant Period?
- 5 In making the Fast Code Service Representation, did Sportsbet engage in conduct in trade or commerce, within the meaning of section 2 of the ACL?
- 6 Was the Fast Code Service Representation false?

- 7 Alternatively, was the Fast Code Service Representation a representation as to a future matter?
- 8 Did Sportsbet have reasonable grounds for the Fast Code Service Representation when making it to the Plaintiff and each Group Member?
- 9 Did Sportsbet engage in conduct that was misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL?
- 10 Have the Plaintiff and Group Members suffered the loss or damage of each losing bet placed with Sportsbet using the Fast Code Service because of Sportsbet's contravening conduct?

Contract

- 11 Did each Group Member make each bet using the Fast Code Service pursuant to a Bet Contract?
- 12 Did Sportsbet breach clause 84 (for the period 13 March 2018 to 6 June 2020) and clause 1.11.15 (for the period 7 June 2020 to 19 October 2023) of the Bet Contract by accepting bets from the Plaintiff and Group Members using the Fast Code Service?
- 13 Have the Plaintiff and Group Members suffered the loss or damage of each losing bet placed with Sportsbet using the Fast Code Service because of Sportsbet's breach of clause 84 (for the period 13 March 2018 to 24 February 2019) and clause 1.11.15 (for the period 25 February 2019 to present) of the Bet Contract?

Illegality

~~14 — Is each Group Member entitled to rescind the Bet Contract?~~

15 ~~Alternatively, is each~~ Losing Bet Contract ~~Void or unenforceable?~~

- 16 If yes to ~~14 and/or~~ 15, is each Group Member entitled to restitution of all bets placed pursuant to a Losing Bet Contract?

Loss and damage

- 17 Are the Plaintiff and the Group Members entitled to an award of compensation for loss or damage by reason of any contraventions as alleged in the Statement of Claim:

(a) Under section 236 of the ACL?

- (b) Under section 237 of the ACL?
 - (c) At common law or equity?
- 18 Whether an award of damages in an aggregate amount pursuant to s33Z(1)(e) or s33Z(1)(f) of the Supreme Court Act 1986 (Vic) ought be made, and in what amount.

~~This pleading was settled by K Morgan SC and J Buncle of counsel.~~

~~1. Place of trial Melbourne~~

~~2. Mode of trial Judge~~

~~3. This writ was filed for the plaintiff by Maurice Blackburn Lawyers, of Level 21, 380 La Trobe Street, Melbourne VIC 3000, as solicitors for the plaintiff.~~

~~4. The address of the plaintiff is 34 Kullah Parade, Lane Cove North, Sydney 2066.~~

~~5. The address for service of the plaintiff is Level 21, 380 La Trobe Street, Melbourne VIC 3000.~~

~~6. The email address for service of the plaintiff is eoshea@mauriceblackburn.com.au.~~

~~7. The address of the defendant is Level 15, 367 Collins Street, MELBOURNE VIC 3000.~~

Date: 28 October 2025

Philip Solomon

Jane Buncle

ANNEXURE A

| Date | Bet code | Stake | Won (or returned) |
|-------------------|---------------------|---------------------------------|--|
| 31 January 2020 | O/2721854D0001179/D | \$150.00 | |
| 8 February 2020 | O/2721854D0001192/D | \$100.00 | |
| 24 February 2020 | O/2721854D0001224/D | \$149.00 | |
| 29 May 2020 | O/2721854D0001337/D | \$50.00 | |
| 30 May 2020 | O/2721854D0001341/D | \$30.00 | |
| 19 July 2020 | O/2721854D0001384/D | \$50.00 | |
| 19 July 2020 | O/2721854D0001385/D | \$120.00 | \$3.43 |
| 23 July 2020 | O/2721854D0001389/D | \$100.00 | |
| 26 July 2020 | O/2721854D0001398/D | \$300.00 | |
| 29 August 2020 | O/2721854D0001579/D | \$400.00 | \$740.00 |
| 6 September 2020 | O/2721854D0001642/D | \$75.00 | |
| 13 September 2020 | O/2721854D0001690/D | \$500.00 | |
| 20 September 2020 | O/2721854D0001723/D | \$300.00 | |
| 26 September 2020 | O/2721854D0001771/D | \$70.00 | |
| 23 December 2020 | O/2721854D0001893/D | \$400.00 | \$800.00 |
| 2 January 2021 | O/2721854D0001944/D | \$300.00 | \$570.00 |
| 6 January 2021 | O/2721854D0001962/D | \$150.00 | |
| 12 January 2021 | O/2721854D0001998/D | \$750.00 | \$1,500.00 |
| 12 January 2021 | O/2721854D0002002/D | \$275.00 | \$322.66 |
| 13 January 2021 | O/2721854D0002007/D | \$200.00 | |
| 19 January 2021 | O/2721854D0002051/D | \$263.00 | |
| 19 January 2021 | O/2721854D0002052/D | \$270.00 | \$486.00 |
| 22 January 2021 | O/2721854D0002085/D | \$250.00 | \$65.55 |
| 5 February 2021 | O/2721854D0002299/D | \$350.00 | \$700.00 |
| 21 February 2021 | O/2721854D0002445/D | \$200.00 | \$39.38 |
| 26 February 2021 | O/2721854D0002515/D | \$200.00 | |
| 19 March 2021 | O/2721854D0002648/D | \$235.00 | |
| 21 March 2021 | O/2721854D0002669/D | \$215.00 | \$367.65 |
| 10 April 2021 | O/2721854D0002813/D | \$300.00 | |
| 12 April 2021 | O/2721854D0002839/D | \$300.00 | |
| 17 April 2021 | O/2721854D0002868/D | \$220.00 | |
| 25 April 2021 | O/2721854D0002951/D | \$150.00 | \$394.50 |
| 15 May 2021 | O/2721854D0003082/D | \$400.00 | |
| 12 July 2021 | O/2721854D0003733/D | \$75.00 | \$150.00 |
| 24 October 2021 | O/2721854D0004562/D | \$500.00 | |
| 26 December 2021 | O/2721854D0006100/D | \$50.00 | |
| | | Total stakes \$8,447 | Total wins/returns \$6,139.17 |

ANNEXURE B

| <u>Date</u> | <u>Bet code</u> | <u>Stake</u> | <u>Result</u> | <u>Cash out</u> | <u>Loss</u> |
|---|--|---------------------------------|-----------------------------|--------------------------------|----------------------------------|
| <u>31 January 2020</u> | <u>O/2721854D0001179/D</u> | <u>\$150.00</u> | <u>lost</u> | | <u>-\$150.00</u> |
| <u>8 February 2020</u> | <u>O/2721854D0001192/D</u> | <u>\$100.00</u> | <u>lost</u> | | <u>-\$100.00</u> |
| <u>24 February 2020</u> | <u>O/2721854D0001224/D</u> | <u>\$149.00</u> | <u>lost</u> | | <u>-\$149.00</u> |
| <u>29 May 2020</u> | <u>O/2721854D0001337/D</u> | <u>\$50.00</u> | <u>lost</u> | | <u>-\$50.00</u> |
| <u>30 May 2020</u> | <u>O/2721854D0001341/D</u> | <u>\$30.00</u> | <u>lost</u> | | <u>-\$30.00</u> |
| <u>19 July 2020</u> | <u>O/2721854D0001384/D</u> | <u>\$50.00</u> | <u>lost</u> | | <u>-\$50.00</u> |
| <u>19 July 2020</u> | <u>O/2721854D0001385/D</u> | <u>\$120.00</u> | <u>C/O</u> | <u>\$3.43</u> | <u>-\$116.57</u> |
| <u>23 July 2020</u> | <u>O/2721854D0001389/D</u> | <u>\$100.00</u> | <u>lost</u> | | <u>-\$100.00</u> |
| <u>26 July 2020</u> | <u>O/2721854D0001398/D</u> | <u>\$300.00</u> | <u>lost</u> | | <u>-\$300.00</u> |
| <u>6 September 2020</u> | <u>O/2721854D0001642/D</u> | <u>\$75.00</u> | <u>lost</u> | | <u>-\$75.00</u> |
| <u>13 September 2020</u> | <u>O/2721854D0001690/D</u> | <u>\$500.00</u> | <u>lost</u> | | <u>-\$500.00</u> |
| <u>20 September 2020</u> | <u>O/2721854D0001723/D</u> | <u>\$300.00</u> | <u>lost</u> | | <u>-\$300.00</u> |
| <u>26 September 2020</u> | <u>O/2721854D0001771/D</u> | <u>\$70.00</u> | <u>lost</u> | | <u>-\$70.00</u> |
| <u>6 January 2021</u> | <u>O/2721854D0001962/D</u> | <u>\$150.00</u> | <u>lost</u> | | <u>-\$150.00</u> |
| <u>13 January 2021</u> | <u>O/2721854D0002007/D</u> | <u>\$200.00</u> | <u>lost</u> | | <u>-\$200.00</u> |
| <u>19 January 2021</u> | <u>O/2721854D0002051/D</u> | <u>\$263.00</u> | <u>lost</u> | | <u>-\$263.00</u> |
| <u>22 January 2021</u> | <u>O/2721854D0002085/D</u> | <u>\$250.00</u> | <u>C/O</u> | <u>\$65.55</u> | <u>-\$184.45</u> |
| <u>21 February 2021</u> | <u>O/2721854D0002445/D</u> | <u>\$200.00</u> | <u>C/O</u> | <u>\$39.38</u> | <u>-\$160.62</u> |
| <u>26 February 2021</u> | <u>O/2721854D0002515/D</u> | <u>\$200.00</u> | <u>lost</u> | | <u>-\$200.00</u> |
| <u>19 March 2021</u> | <u>O/2721854D0002648/D</u> | <u>\$235.00</u> | <u>lost</u> | | <u>-\$235.00</u> |
| <u>10 April 2021</u> | <u>O/2721854D0002813/D</u> | <u>\$300.00</u> | <u>lost</u> | | <u>-\$300.00</u> |
| <u>12 April 2021</u> | <u>O/2721854D0002839/D</u> | <u>\$300.00</u> | <u>lost</u> | | <u>-\$300.00</u> |
| <u>17 April 2021</u> | <u>O/2721854D0002868/D</u> | <u>\$220.00</u> | <u>lost</u> | | <u>-\$220.00</u> |
| <u>15 May 2021</u> | <u>O/2721854D0003082/D</u> | <u>\$400.00</u> | <u>lost</u> | | <u>-\$400.00</u> |
| <u>24 October 2021</u> | <u>O/2721854D0004562/D</u> | <u>\$500.00</u> | <u>lost</u> | | <u>-\$500.00</u> |
| <u>26 December 2021</u> | <u>O/2721854D0006100/D</u> | <u>\$50.00</u> | <u>lost</u> | | <u>-\$50.00</u> |
| <u>Total losses from lost bets</u> | | | | | <u>-\$5,153.64</u> |