



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

Case: S ECI 2024 07057
No. S ECI 2024 07057
Filed on: 03/07/2026 03:18 PM

B E T W E E N

JEREMY BERGMAN

Plaintiff

-and-

SPORTSBET PTY LTD (ACN 088 326 612)

Defendant

AMENDED REPLY TO DEFENCE AND DEFENCE TO COUNTERCLAIM
(pursuant to the Order of Craig J made 21 May 2026)

Date of Document: ~~24 November 2025~~ 3 July 2026

Filed on behalf of: The Plaintiff

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REPLY

- 1 In response to the Further Amended Defence filed on 19 June 2026 ~~17 April 2025~~ (**Further Amended Defence**), the Plaintiff says as follows and otherwise joins issue with the Further Amended Defence save for any admissions therein.

The Bet Contracts

- 2 In answer to paragraph 20 of the Further Amended Defence, the Plaintiff:
- (a) repeats paragraphs 18 to 21 of the Second Further Amended Statement of Claim (**2FASOC**);
 - ~~(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 incorporated was formed in accordance with the Terms & Conditions pleaded at paragraphs 15 and 16 of the FASOC and 2(b) above; and~~

(e) otherwise denies paragraph 20.

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

(a) repeats paragraph 2 above; and

(b) otherwise denies paragraph 21.

4 As to paragraph 29A of the Further Amended Defence, the Plaintiff:

(a) says that the law which has the closest connection to Sportsbet's obligation to make restitution to the Plaintiff is not the law of the Northern Territory;

(b) says that if (which is denied) any claim for breach of contract and restitution is statute barred by the operation of section 12(1)(a) of the Limitation Act 1981 (NT) (**NT Limitation Act**) then:

(i) this proceeding is, for the purpose of section 43 of the NT Limitation Act, for relief from the consequences of a mistake;

(ii) the time at which:

(A) the Plaintiff in fact discovered the mistake was in or about July 2024;

(B) the time at which the Plaintiff could, with reasonable diligence, have discovered the mistake was in or about July 2024;

(iii) accordingly:

(A) the period of limitation was postponed until in or about July 2024; and

(B) no part of the claim is statute barred.

- (c) further or in the alternative to (b), says that if (which is denied) any claim for breach of contract and restitution is statute barred by the operation of section 12(1)(a) of the NT Limitation Act then:
 - (i) the time at which the plaintiff discovered the facts material to this case in or about July 2024;
 - (ii) the Plaintiff commenced proceedings within 12 months after the ascertainment of those facts;
 - (iii) the period of limitation was postponed until in, or about, July 2024; and
 - (iv) accordingly, the limitation period is extended pursuant to section 44 of the NT Limitation Act.
- (d) otherwise denies paragraph 29A.

5 As to paragraph 36 of the Further Amended Defence, the Plaintiff:

- (a) says that if, which is denied, the Court finds that there has been good consideration provided by Sportsbet, or further or alternatively, there has been a change of position to Sportsbet's detriment, allowing the defence pleaded at paragraph 36 of the Defence would:
 - (i) be contrary to the proper construction of section 15(2A) of the IGA; and
 - (ii) undermine the coherence of the law;
- (b) otherwise denies paragraph 36.

6 As to paragraph 36A of the Further Amended Defence, the Plaintiff:

- (a) repeats paragraph 5(a) above; and
- (b) otherwise denies paragraph 36A.

DEFENCE TO COUNTERCLAIM

7 As to paragraph 41 of the Counterclaim, the Plaintiff:

- (a) repeats paragraph 5(a) above; and
- (b) otherwise denies paragraph 41.

Dated: ~~24 November 2025~~ 3 July 2026

Philip Solomon

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