



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

No. S ECI 2024 07057
Case: S ECI 2024 07057
Filed on: 06/08/2026 02:49 PM

B E T W E E N

JEREMY BERGMAN

Plaintiff

-and-

SPORTSBET PTY LTD (ACN 088 326 612)

Defendant

THIRDSECND FURTHER AMENDED STATEMENT OF CLAIM
(Filed pursuant to the Order of Justice Craig made on 21 May5 August 2026)

Date of Document: 6 August 2026~~22 May 2026~~ ~~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	6
B.3 The Terms & Conditions	7
C. The Bet Contracts	10
D. Contraventions of the ACL	12
D.1 Contravening conduct – s 18 of the ACL	12
E. Contract claims	14
E.1 Breach of Bet Contract	14
E.2 Ground of rescission – illegality Illegality	14
F. Loss or damage	15
F.1 ACL claims	15
F.2 Breach of Bet Contract	16
F.3 Rescission and restitution Restitution	17
G. Orders sought by the Plaintiff	17
H. Common questions of law or fact	18

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) upon the customer inputting the Bet Information, the Sportsbet Website or Sportsbet App electronically transmitted the Bet Information to Sportsbet's backend system via an API call, which returned to the customer's device via the Sportsbet Website or Sportsbet App a code (Fast Code) retrieved from Sportsbet's backend system and associated with the Bet Information;~~

Particulars

From approximately mid-2017 to December 2023, the backend queried its cache for a Fast Code corresponding to the Bet Information on demand and allocated a new one if none existed.

From approximately December 2023, the backend pre-allocated Fast Codes to live bet selections by an automated periodic process operating independently of any customer interaction, such that a Fast Code was already stored in association with the relevant Bet Information before any customer queried for it.

- (iv) in the case of the Sportsbet Website:
 - (A) ~~the Sportsbet Website — the Fast Code and a telephone number for Sportsbet being displayed to the customer upon the customer pressing the button to obtain a telephone number, the Sportsbet Website~~

electronically transmitted to Sportsbet's backend system the customer's ID, account balance, and Bet Information;

~~(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~~Sportsbet's backend system stored at least the customer's ID and bet selection in association with a telephone number allocated to that customer and returned that telephone number to the Sportsbet Website, and

~~(C) the Fast Code and the allocated telephone number were then displayed to the customer;~~

~~(v)~~ in the case of the Sportsbet App the Fast Code and a button labelled “Call to Bet” were displayed to the customer which if pressed:

~~(A) the Sportsbet App electronically transmitted to Sportsbet's backend system the customer's ID, account balance, and Bet Information, and~~

~~(B) Sportsbet's backend system stored those details in association with a telephone number allocated to that customer based on the customer's account tier; and~~

~~(C) the telephone number was displayed to the customer and automatically initiated a telephone call to Sportsbet using the allocated telephone number;~~

~~(v)~~~~(vi)~~ the customer initiated the telephone call to Sportsbet, identifying themselves to Sportsbet's telephone operator and reciting the Fast Code;

~~(vii)~~ upon the telephone call connecting to Sportsbet's customer service system, the Telebet system automatically electronically retrieved from Sportsbet's backend system, and displayed to the Sportsbet telephone operator, the customer's account number, name, and account balance, by reference to the telephone number from which the call was received, without any oral communication from the customer;

~~(viii)~~ after connecting via telephone with a Sportsbet customer service operator, the customer recited the Fast Code to the operator;

~~(vi)~~~~(ix)~~ the Sportsbet telephone operator:

~~(A) entered the Fast Code into the Telebet system, whereupon the Telebet system electronically transmitted the Fast Code to Sportsbet's backend~~

system, which returned to the Telebet system and automatically displayed to the operator, without any further oral communication from the customer, the event, bet type, bet selection, and payout odds associated with that Fast Code;

~~(A)~~~~(B)~~ may recite to the person the Bet Information~~recited the Bet Information as displayed in the Telebet system;~~

~~(B)~~~~(C)~~ asked~~ing~~ the customer for the amount of the bet, with the customer's desired stake being the only element of the bet required to be communicated orally by the customer to the operator;

~~(G)~~~~(D)~~ confirmed~~ing~~ the details of the bet by reciting what was displayed in the Telebet system to the customer (event, bet type, bet selection and bet amount, odds);

~~(D)~~~~(E)~~ placed~~placing~~ the bet for the customer;

~~(E)~~~~(F)~~ submitted~~submitting~~ the bet in the Sportsbet system; and

~~(v)~~~~(x)~~ 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) and 8(b)(iii) 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 9 and 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**).

- (e) 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;
- (f) 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
- (g) 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 (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.
- (vi) The statement in subparagraph (e):
 - (A) was made in clause 75 from at least 13 March 2018; and
 - (B) has been in clause 1.11.6 from at least 25 February 2019;
- (vii) The statement in subparagraph (f):
 - (A) was made in clause 76 from at least 13 March 2018; and
 - (B) has been made in clause 1.11.7 from at least 25 February 2019;
- (viii) The statement in subparagraph (g):
 - (A) was made in clause 79 from at least 13 March 2018; and

(B) has been made in clause 1.11.10 from at least 25 February 2019.

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 input the Bet Information, whereupon the Sportsbet Website or Sportsbet App electronically transmitted the Bet Information to Sportsbet's backend system~~the Plaintiff used the Sportsbet Website or Sportsbet App to provide the Bet Information to Sportsbet;~~
- (c) Sportsbet's backend system returned to the customer's device via the Sportsbet Website or Sportsbet App a Fast Code, which had been stored in Sportsbet's backend system and allocated to the Bet Information prior to the Fast Code being displayed to the Plaintiff;~~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 — upon the Plaintiff pressing the button to obtain a telephone number, the Sportsbet Website electronically transmitted to Sportsbet's backend system the Plaintiff's ID, account balance, and Bet Information, and Sportsbet's backend system stored at least the Plaintiff's ID and bet selection in association with a telephone number allocated to the Plaintiff and returned that telephone number to the Sportsbet Website, whereupon the Fast Code and the allocated telephone number were

~~displayed to the Plaintiff the Fast Code and a telephone number for Sportsbet being displayed to the Plaintiff;~~

- (ii) ~~Bets placed by the Plaintiff via the Sportsbet App — a Fast Code and a button labelled “Call to Bet” were displayed to the Plaintiff which, if pressed, the Sportsbet App electronically transmitted to Sportsbet’s backend system the Plaintiff’s ID, account balance, and Bet Information, and Sportsbet’s backend system stored at least the Plaintiff’s ID and bet selection in association with a telephone number allocated to the Plaintiff based on the Plaintiff’s account tier; and the telephone number was displayed to the Plaintiff which automatically initiated a telephone call to Sportsbet using the allocated telephone number~~ 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, identified himself to the Sportsbet telephone operator ~~identifying himself to Sportsbet’s telephone operator and reciting the Fast Code;~~
- (f) upon the telephone call connecting to Sportsbet’s customer service system, the Telebet system automatically electronically retrieved from Sportsbet’s backend system and displayed to the Sportsbet telephone operator the Plaintiff’s account number, name, and account balance, by reference to the telephone number from which the call was received, without any oral communication from the Plaintiff being required for that purpose;
- (g) after connecting via telephone with a Sportsbet customer service operator, the Plaintiff recited the Fast Code to the operator;
- (g)(h) the Sportsbet telephone operator:
 - (i) entered the Fast Code into the Telebet system, whereupon the Telebet system electronically transmitted the Fast Code to Sportsbet’s backend system, which returned to the Telebet system and automatically displayed to the operator, without any further oral communication from the Plaintiff, the event, bet type, bet selection, and payout odds associated with that Fast Code;
 - (i)(ii) ~~may have~~ recited to the Plaintiff the Bet Information as retrieved and displayed by the Telebet system ~~to the Plaintiff;~~

- (ii)(iii) asked the Plaintiff for the amount of the bet;
- (iii)(iv) confirmed the details of the bet (event, bet type, bet selection and bet amount, and odds as electronically retrieved and displayed by the Telebet system) with the Plaintiff;
- (iv)(v) placed the bet for the Plaintiff; and
- (v)(vi) submitted the bet in the Sportsbet system; and
- (f) 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 At all relevant times:

- (a) the Terms and Conditions provided for the offer and acceptance of a bet between the Plaintiff and Sportsbet to form a contract;
- (b) for each bet placed by the Plaintiff, a contract (**Bet Contract**) was formed between the Plaintiff and Sportsbet;
- (c) the Bet Contracts, and each Bet Contract, incorporated the Terms and Conditions pleaded at paragraphs 15 and 16 above.

~~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, and 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, 18 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:~~

(a) the Fast Code Service was a telephone betting service within the meaning of section 8AA(1) of the IGA and was not a prohibited interactive gambling service within the meaning of section 5(1) of the IGA;

(b) the Fast Code Service was a telephone betting service within the meaning of section 8AA(8) of the IGA and was not a prohibited interactive gambling service within the meaning of section 5(1) of the IGA.

(together or each the **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(a)-(d) above.

By offering and providing the Fast Code Service to customers in Australia in trade or commerce, including by representing in the IGA Compliance Term that live betting via telephone was permitted under the IGA, Sportsbet necessarily implied that the Fast Code Service was a lawful telephone betting service within the meaning of sections 8AA(1) and/or 8AA(8) of the IGA.

The representation was express in the IGA Compliance Term identified at paragraph 16(d) above, which stated that Sportsbet does not accept live betting over the internet but may accept live betting via the telephone, thereby expressly representing that the Fast Code Service (being telephone-based live betting) was a lawful service under the IGA.

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.

Further or alternatively, the Fast Code Service is not a telephone betting service within the meaning of section 8AA(8) 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 ~~40 to 44~~12 and 14, the conduct of Sportsbet:

- (a) pleaded in paragraphs 6 to ~~8-10~~ 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 disclosed that the Fast Code Service was a prohibited interactive gambling service and not a lawful telephone betting service, ~~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. Had the Fast Code Service Representation not been made, or had Sportsbet disclosed that the Fast Code Service was a prohibited interactive gambling service and not a lawful telephone betting service, the Plaintiff and some or all Group Members would not have placed bets using the Fast Code Service.

2.1. The Plaintiff and some or all Group Members:

a. relied on the Fast Code Service Representation in making one or more bets using the Fast Code Service in that by using the service they acted on the implied representation that the Fast Code Service was a telephone betting service within the meaning of section 8AA(1) and/or 8AA(8) of the IGA and was not a prohibited interactive gambling service; and

b. further or alternatively, relied on the express Fast Code Service Representation in the IGA Compliance Term in placing those bets.

~~3.2.~~ The Group Members who made one or more bets using the Fast Code Service have lost at least the amount of those bets. The losses of Group Members who made one or more bets using the Fast Code Service may be calculated on a net basis (total losses offset against winnings from Fast Code bets).

~~4.3.~~ 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 Second Further Amended Statement of Claim.

~~5.4.~~ 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. Further, for the purposes of section 237 and section 243(d) of the ACL, the loss or damage suffered or likely to be suffered by the Plaintiff and Group Members is the amounts paid by each of them to Sportsbet pursuant to each individual Bet Contract made using the Fast Code Service. The Plaintiff and Group Members seek compensation in the form of a refund of the amounts in Annexure A pursuant to section 243(d) of the ACL. Further particulars of the individual amounts paid by Group Members will be provided at an appropriate stage in the proceeding.

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 Second 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 Second 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, as ordered by Craig J on 3 August 27 February 2026, are:

The Fast Code Service

1. During what period, if any, did Sportsbet provide the Fast Code Service?
2. Is the Fast Code Service a prohibited interactive gambling service within the meaning of s 5(1) of the *Interactive Gambling Act 2001* (Cth) (IGA)?
3. In providing the Fast Code Service to the Plaintiff and each Group Member, did Sportsbet contravene s 15(2A) of the IGA?

Misleading or deceptive conduct

4. Did Sportsbet make the Fast Code Service Representation to the Plaintiff and each Group Member in the Relevant Period [whether \(a\) expressly, by the IGA Compliance Term; and/or \(b\) by implication, from its offering and provision of the Fast Code Service with the IGA Compliance Term?](#)
5. In making the Fast Code Service Representation to the Plaintiff and each Group Member, did Sportsbet engage in conduct in trade or commerce, within the meaning of s 2 of the ACL?
6. Was the Fast Code Service Representation a representation of fact and, if so, was it false?
7. Alternatively, was the Fast Code Service Representation a representation of opinion and, if so, was it genuinely held?
8. Was the Fast Code Service Representation a representation as to a future matter and, if so, did Sportsbet have reasonable grounds for making it to the Plaintiff and each Group Member?
9. In making the Fast Code Service Representation to the Plaintiff and each Group Member, did Sportsbet engage in conduct that was misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the Australian Consumer Law (ACL)?

Contract

10. Was a distinct Bet Contract formed each time the Plaintiff and each Group Member made a bet using the Fast Code Service?
11. [If so, did the Bet Contract incorporate Sportsbet's Rules, Terms & Conditions?](#)
12. [If so, did Sportsbet breach clause 84 \(for the period 24 December 2018 to 6 June 2020\) and clause 1.11.15 \(for the period 7 June 2020 to 19 October 2023\) of the Sportsbet "Rules, Terms and Conditions" by accepting bets from the Plaintiff and each Group Member using the Fast Code Service?](#)

[\(a\) Did the Bet Contract incorporate clause 84 \(for the period 24 December 2018 to 6 June 2020\) and clause 1.11.15 \(for the period 7 June 2020 to 19 October 2023\) of the Sportsbet "Rule, Terms and Conditions"?](#)

[\(b\) If yes, did Sportsbet breach those clauses by accepting bets from the Plaintiff and each Group Member using the Fast Code Service?](#)

Illegality Restitution

13. Is each Losing Bet Contract void or unenforceable for illegality?
14. If so, is the Plaintiff and each Group Member prima facie entitled to restitution of monies paid under Losing Bet Contracts?
15. Did Sportsbet provide good consideration for each bet placed by the Plaintiff and each Group Member using the Fast Code Service, by promising to pay winnings depending on the outcome or contingency in respect of which the bet was placed, such that restitution is unavailable or should be refused?
- ~~16. Did Sportsbet change its position to its detriment by incurring the risk of paying winnings, expending the amounts on winnings, and/or incurring tax liabilities when or as a result of receiving amounts from the Plaintiff and each Group Member wagered using the Fast Code Service, so that it would be inequitable for it to be required now to repay the amounts?~~
17. If restitution is ordered in respect of the Losing Bet Contracts, would it be inequitable not to bring into account (by way of counter-restitution or otherwise) winnings Sportsbet paid to the Plaintiff and each Group Member for bets they placed using the Fast Code Service during the Relevant Period?
18. Should any order for restitution to the Plaintiff or a Group Member be limited to no more than their net losses from bets placed using the Fast Code Service during the Relevant Period?

Loss and damage

19. Does the *Limitation Act 1981* (NT) apply to for the Plaintiff's and Group Members' pleaded restitution claims?

Counterclaim

- ~~20. Is each bet placed by each Group Member pursuant to a Winning Bet Contract void or alternatively unenforceable?~~
- ~~21. Is each Group Member obliged to make restitution and repay Net Winnings to Sportsbet?~~

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: ~~6 August~~22 May 2026

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>
Total losses from lost bets					-\$5,153.64