

IN THE SMALL CLAIMS COURT FOR THE DISTRICT OF INANDA

HELD AT VERULAM

CASE NO.: 120/2020

In the matter between:-

[REDACTED]

PLAINTIFF

And

HOLLYWOOD SPORTSBOOK GAUTENG (PTY) LIMITED (HOLLYWOOD) DEFENDANT

AND

In the matter between:-

CASE NO.: 121/2020

J.M GOODMAN

PLAINTIFF

And

HOLLYWOOD SPORTSBOOK GAUTENG (PTY) LIMITED (HOLLYWOOD) DEFENDANT

JUDGEMENT

At the commencement of the matter, all of the parties in the matters in case number 120/2020 and 121/2020 had agreed to a joinder of both matters and they be heard together as it was expedient, as the facts and defences raised are identical and the claims were against the same Defendant. The difference of facts was in terms of the amount waged and the time when the bets were taken. The matters therefore proceeded accordingly.

Very briefly the facts appear as follows:

Mr Maharaj had 01 July 2020 at 13h36 placed a bet with the Defendant on its online betting site, wagering a sum of R200, 00 with the odds of 100/1 (to win R20 000,00) that that Wigan Athletic would be relegated from the English Championship Football League at the end of the season. Wigan Athletic was relegated and accordingly Mr Maharaj's claim is based on his bet as being a winning bet and the Defendant is liable to pay him the sum of R20 000,00. The Defendant had failed to do so, hence the claim before this court.

Mr Goodman had 01 July 2020 at 18h25 also placed a bet with the Defendant on its online betting site, wagering a sum of R50, 00 with the same odds of 100/1 (to win R5000,00) that Wigan Athletic would be relegated from the English Championship. Wigan Athletic was relegated. Mr Goodman claim is (like that of Mr Maharaj) based on his bet be a winning bet and the Defendant is liable to pay him the sum of R5 000,00.

The Defendant denies liability to the Plaintiffs. For purposes of convenience and this judgment, reference to the Plaintiffs shall mean to both of them. The Defendant's opposition and denial of liability is based on the provisions of 2.2.2 of its terms and conditions, which it alleges allows it to correct any error at any time. As an alternative the Defendant has pleaded that the Plaintiffs claims amounts to a snatching at a bargain and is not sustainable

There is no dispute as to the bets being taken by the Plaintiffs as set out by them. It is not disputed that Plaintiffs had prior to placing the bets had become aware that Wigan Athletic had been placed in administration. The Plaintiff checked the odds on Defendant's website, which remained unchanged, even though news had, broke of the administration. It is common cause that the newspaper report that Wigan Athletic was going to administration broke at 13h31 on 1 July 2020. The parties understood that this could mean that Wigan Athletic could be deducted between 12 to 15 league points at the end of the season. It is also common cause that Wigan Athletic was in fact relegated.

The Plaintiffs submits that the Defendant did not correct it's odds and continued to allow the bet to stand, even though Defendant had ample time to change it. The Plaintiffs further submits that the season/event ended on 23 July 2020, yet the bet was only canceled by the Defendant on 27 July 2020. The Plaintiffs submit that the Defendant cannot rely on its terms and conditions.

The Plaintiffs state that clause 2.2.2 allows for a system error and further are of the view that the Defendant by allowing the bet to continue for over 23 days, the Defendant as bookmakers, had accepted for the bet to stand at those odds of 100/1. The Plaintiff's state that there was only be in danger of relegation and there was no certainty of this. They found value in the odds of 100/1 when they took their bets. The Plaintiffs submit the relegation of the Wigan Athletic, only resulted after the loss of the team's last match. In other words, if they had won that last match and irrespective of the 12-point penalty deduction, they would not have been relegated

and their bets would have been losing bets. The Plaintiff are fortified in their belief, that the Defendant by allowing the bet to stand for over 23 days and given the uncertainty as to relegation, the Defendant was prepared to stand the bet at the odds of 100/1.

The Defendant admits that it made error, that there was a delay on its part, which it attributes to certain of its employees who had not timeously discovered the news of the administration of the football club concerned. It is clear that the Defendant was at fault and also attribute this to the volume of bets and events that are waged on. The Defendant submitted that it discovered the news of the administration on the 23 July 2020 and on the 27 July 2020 canceled the bets in respect of this event. The Defendant submitted that had it become timeously aware of the news of the administration of the Wigan Athletic, it most certainly would not had offered the odds of 100/1 (which it had offered prior to the news of administration) as the probability of relegation was now much higher. The Plaintiffs disputed this.

An interesting point is what odds would the Defendant have offered the Plaintiffs as of 2 July 2021 and assuming that it was at that point in time, aware of the administration, however this issue is not for determination by this court. As I understand the Defendant it cancelled the bet on 27 July 2021 and corrected the odds to 1/1, after the event.

I have carefully considered the evidence of the Plaintiffs and their submissions and also the evidence by the Defendant and its submissions. I accept that the issue to be

determined is whether clause 2.2.2. of Defendant's terms and conditions is a defence of the claim of the Plaintiffs

Clause 2.2 of the Defendant's terms and conditions deals with "Correction of Errors". Clause 2.1.1 allows the Defendant to correct human errors including incorrect odds. One of the issue raised by the Plaintiffs is that the Defendant had allowed the bet to prevail for a period of over 23 days and that this conduct meant that it could not rely on clause 2.2.2. However clause 2.2.2 goes further to read that Defendant has the right to correct any error in odds offered at any time, by substituting it with the corrected odds as determined by it. Clause 2.2.2 does not place any time limit as to when an error can be corrected, it in fact allows the Defendant to correct any error at any time. This is irrespective of the Defendant being at fault.

It is common cause that the Plaintiffs are experienced gamblers having opened their accounts with the Defendant for some time and having placed their bets on the 1 July 2020 and in order to do so, they had logged onto the Defendant's website and agreed to all of the Defendant's terms and conditions.

It is not disputed that the Plaintiffs are reasonably familiar with the Defendant's website. It follows that on (other) occasions that bets were taken by the Plaintiffs with the Defendant, their attention would have been drawn to the terms and conditions of the Defendant. They would have assented to such terms and conditions. In effect the Plaintiffs do not dispute that when placing their bet, they had agreed to the terms and conditions of the Defendant. The terms and conditions of the Defendant would appear to be easily available on the Defendant's website. To my mind, by agreeing

to the terms and conditions on the Defendant's website (as is the common practice in most websites, by placing an electronic tick in a box), this is equivalent to person signing a document. A person as such is bound to that document (regardless of whether the terms and conditions were actually read).

As to the issue of relegation or not, it clear that whist relegation was not guaranteed, the probabilities of it being relegated was however now greater, after news broke of its administration. It therefore would follow that the odds could not remain at 100/1. In my view there was an error in the odds remaining at 100/1. The reason for this is simply because the Defendant did not pick up this news.

In the circumstances, the Plaintiffs has failed to prove their case on a balance of probabilities. I am satisfied that the Defendant's General Terms and Conditions are applicable to the bets placed by the Plaintiffs, which entitled it to correct the odds.

In the result:

1. The Plaintiff's claim under case number: 120/2020 is dismissed.
2. The Plaintiff's claim under case number: 121/2020 is dismissed.



S. P. GOUNDEN

SMALL CLAIMS COMMISSIONER

11 August 2021