



# Final Investigation Report – Interactive Gambling – MJ Trading Cards GINV-2025-00027

Summary	
Entities involved in the service / advertisement	Superhops Pty Ltd The Trustee for Superhops Trust
Name of service	MJ Trading Cards
Date service was accessed	30 May 2025
URL	<a href="https://mjtradingcards.com.au">https://mjtradingcards.com.au</a>
Relevant legislation	<i>Interactive Gambling Act 2001</i>
Date Finalised	12 March 2026
Final Finding	<ul style="list-style-type: none"> <li>&gt; No contravention of subsection 15(2A) of the <i>Interactive Gambling Act 2001</i> – the service is a prohibited interactive gambling service with an Australian-customer link</li> <li>&gt; Service internet content is not 'prohibited internet gambling content' under section 8F of the <i>Interactive Gambling Act 2001</i></li> </ul>

## Background

1. The Australian Communications and Media Authority (the ACMA) conducted an investigation under section 21 of the *Interactive Gambling Act 2001* (the IGA) into the MJ Trading Cards service available at the website <https://mjtradingcards.com.au>.
2. The investigation was commenced on 29 April 2025 in response to a written complaint received by the ACMA on 7 October 2024 made under section 16 of the IGA alleging a contravention of Part 2 of the IGA.
3. The ACMA investigated whether the MJ Trading Cards is a prohibited interactive gambling service with an Australian-customer link provided in contravention of subsection 15(2A) of the IGA.

## The Service

4. The MJ Trading Cards service was accessed via the URL <https://mjtradingcards.com.au>.
5. The service is a sports card business which exclusively runs 'sports card box breaks' (breaks) for soccer, basketball, and football player cards. The breaks occur on live video streams using a variety of platforms, including Facebook, Instagram, YouTube, Twitch, Whatnot, and WhatsApp.
6. ACMA staff observed multiple breaks throughout May 2025, where they functioned as follows:
  - > Customers purchased a slot in their chosen break for a set amount of money. ACMA staff observed this cost ranging from AUD\$29 to AUD\$699. The break occurred when a set number of slots had been sold (usually between 3 and 20 slots).
  - > At the beginning of the break, each customer who purchased a slot was allocated their chosen team/s or randomly allocated one or more teams of the relevant league sport.
  - > An unopened pack of player cards was 'broken' open during a livestream. The value of the cards varied greatly, with some cards being very common and others rare.
  - > The player cards were shipped to the customers. Each customer received all cards that were shown during the break that were from the team/s that the customer was randomly allocated. There was no guarantee that every customer would receive a card as not all packs contained a card for every team.

## The Provider

7. The ACMA is of the view that the MJ Trading Cards service is ultimately provided by Superhops Pty Ltd because they confirmed they are the provider of the service when responding to the ACMA's preliminary findings letter to MJ Trading Cards.

**Schedule A** sets out information relevant to identifying the provider, including outcome of digital forensic analysis, extracts of company information, and addresses for service.

## Provider's response to Preliminary Findings

8. On 8 August 2025, the ACMA wrote to the sole director of the provider of the MJ Trading Cards service, providing its preliminary findings that:
  - > The MJ Trading Cards service was provided in contravention of subsection 15(2A) of the IGA because it was a prohibited interactive gambling service with an Australian-customer link.
  - > The MJ Trading Cards internet content was 'prohibited internet gambling content' under section 8F of the IGA.

9. On 2 September 2025, the provider responded to the ACMA's preliminary findings by providing details of the service's business model and querying the reasons for the preliminary finding. On 8 September 2025 the ACMA responded with additional information to answer the provider's queries and provided until 22 September 2025 to make any further submissions in response to the ACMA's preliminary findings. At the request of the provider, an extension was given until 30 September 2025 to make these submissions.
10. On 30 September 2025, Superhops Pty Ltd, through its legal representative, responded to the ACMA, contending that the MJ Trading Cards service was not provided in contravention of the IGA. This response primarily relied upon two main factors: the guarantee that all participants would receive a prize and the definition of a 'game' under the IGA.

#### **Guarantee that all participants receive a prize**

11. Prior to making a preliminary finding, on 30 May 2025, ACMA staff entered a break hosted by MJ Trading Cards as a customer and did not receive a card or any alternate prize for participating in the break.
12. Contrary to evidence the ACMA had gathered at this time, the 30 September 2025 submission from the provider states that:

*'all participants in an MJ Break are guaranteed to receive a card. In the rare circumstance where a card pack or packs does not contain a card relevant to a participant's spot, MJ Trading Cards sends that participant a packet of miscellaneous trading cards. These trading cards correspond to the MJ Break which the participant entered...'*

*'We would request that further consideration be given by the ACMA to the statement in the ACMA's letter of 8 September which suggests that participants are not guaranteed to receive a card.'*

13. It therefore appears likely that subsequent to the ACMA gathering evidence, the business model of the MJ Trading Cards service has changed to guarantee all participants in a break receive a card irrespective of whether the participant 'won' cards during the break.

#### **Definition of a 'game' under the IGA**

14. The provider's 30 September 2025 submission argued that the service does not meet the definition of a 'gambling service' under section 4 of the IGA and therefore is not provided in contravention of subsection 15(2A) of the IGA.
15. In particular, the submission argued that the service is not a 'service for the conduct of a game' because of precedent set regarding the meaning of a 'game' in the *Lottoland Australia Pty Ltd v Australian Communications and Media Authority [2019] 100 NSWLR 328* (the **Lottoland case**) which established:
  - > to play a game requires positive action on the part of the participant, which, it was argued, is not required in MJ Trading Cards breaks
  - > a game involves some form of play against the 'house' or in competition with other participants, which, it was argued, is not the case in MJ Trading Cards breaks.
16. In the Lottoland case, the court outlined a narrow approach to the interpretation of what falls within the definition of a 'service for the conduct of a game' when considering select lotteries, stating:

*'A game must, in my view, be more than the simple process by which a person parts with his/her money with a chance of financial return.'*

*'To play a game, further indicates to me, a sense of positive action on the part of the participant. There must be a level of interaction in the sense that a participant's actions to some extent affect the outcome of the activity.'*

17. MJ Trading also put forward the following additional arguments for why it considers its service does not meet other aspects of paragraph (e) of the definition of gambling service in section 4 of the IGA:
- > The service is not a game 'played for money or anything else of value' as the transaction can be viewed as participants purchasing a portion of a card pack.
  - > The service is not a game 'of chance or of mixed chance and skill' as all participants are guaranteed to receive a trading card from any break they enter and so have no risk of 'losing'.
  - > The service does not require participants to 'give consideration' to play as they are guaranteed to receive a trading card from any break they enter, and therefore do not risk (or 'wager') any funds to play.
18. Further submissions were made regarding other services said to be analogous to MJ Trading Cards, as well as a comparison between box breaks and pooling money to share the cost of a box. The arguments made in the submissions are discussed in more detail below.

## Key provision/s of the IGA

19. Extracts of the key provisions of the IGA are provided at **Attachment A**.

## Final Findings

20. The MJ Trading Cards service is not provided in contravention of subsection 15(2A) of the IGA because it is not a prohibited interactive gambling service with an Australian-customer link.
21. The MJ Trading Cards internet content is not 'prohibited internet gambling content' under section 8F of the IGA.

## Reasons for decision

22. To assess whether the service is provided in contravention of subsection 15(2A) of the IGA, the ACMA considered the following questions:
- > Is the service a prohibited interactive gambling service as defined in section 5 of the IGA?
  - > Is the service an excluded service listed in subsection 5(3) of the IGA?
  - > Does the service have an Australian-customer link?
23. To answer these questions, staff accessed the service via <https://mjtradingcards.com.au> and attempted registration and gameplay using the service. This process was recorded, with the recording being kept on file. Relevant screenshots and detail from the registration and gameplay is provided in **Schedule B**.

## Is the service a prohibited interactive gambling service?

24. MJ Trading Cards does not provide services that meet the definition of a prohibited interactive gambling service (at section 5 of the IGA).
25. The key elements of a prohibited interactive gambling service, at section 5 of the IGA are that:
- > it is a gambling service as defined in section 4 of the IGA
  - > it is provided in the course of carrying on a business (see paragraph 5(1)(a) of the IGA)
  - > it is provided to customers using certain services, including an internet carriage service (see subparagraph 5(1)(b)(i) of the IGA)

26. The MJ Trading Cards service satisfies the second and third elements of a prohibited interactive gambling service listed above as it:
- > is provided in the course of carrying on a business, as evidenced by the provision of the service to the public, with an apparent view to making a profit (evidenced by the requirement to deposit funds in order to enter the card break)
  - > is provided to customers using an internet carriage service as evidenced by the fact that the service was accessed using an internet connection.
27. However, on balance, the ACMA does not consider that the MJ Trading Cards service satisfies the definition of a gambling service as defined in section 4 of the IGA. This is discussed below.

### **Is the service a gambling service?**

28. Paragraph (e) of the definition of gambling service in section 4 of the IGA relevantly provides that a gambling service includes:

*a service for the conduct of a game, where:*

- (i) *the game is played for money or anything else of value; and*
- (ii) *the game is a game of chance or of mixed chance and skill; and*
- (iii) *a customer of the service gives or agrees to give consideration to play or enter the game*

29. There is some difficulty in applying this definition to novel services (such as the MJ Trading Cards service) which were not available when the legislation was enacted. As such, determining whether the MJ Trading Cards service falls within this definition is a finely balanced matter. A range of relevant considerations are discussed below.

### **Is the service a 'game'?**

30. Under the IGA a 'game' is broadly defined in section 4 as including an electronic game. In the Lottoland case the court's view was that, as there are no detailed or technical definitions in the IGA, it is appropriate to read the word 'game' to have its natural and ordinary meaning.
31. 'Game' is defined by the Macquarie Dictionary as, relevantly, 'a contest for amusement in the form of a trial of chance, skill, or endurance, according to set rules'. It can be argued that breaks provided by MJ Trading Cards have elements of entertainment, amusement and excitement for those participating. In particular, there are theatrical or participative elements as the breaks are livestreamed, such as guessing what cards or teams will be drawn during the livestream in order to win extra prizes. The 'About Us' section of the service also includes the following statements which indicate that viewing the breaks is a source of entertainment:

*'live stream our breaks so that you can see the excitement as it happens'*

*'Join us on this incredible card collecting adventure.'*

32. Therefore, on face value, there are arguments that the MJ Trading Cards service may be considered a 'game' according to the ordinary meaning of that term.
33. However, it is also important to consider the relevant factors impacting the definition of a 'service for the conduct of a game' under the IGA discussed by the court in the Lottoland case.

34. It is clear in the context of the court's ruling in the Lottoland case that the level of participation or interactivity is of high importance when considering whether a service falls within the definition of a 'game' under the IGA. This includes whether the participant's actions to some extent affect the outcome of the activity. In relation to the MJ Trading Cards service, there is a strong argument to be made that in comparison to some traditional games such as blackjack and poker, the participation level when entering a break is much lower. For example, participants in an MJ Trading Cards break are not competing against each other.
35. Casino-style games like roulette and poker machines, which are established games within historical context, also don't require players to be in direct competition with one another. Participants are instead playing against the house. However, unlike these games, MJ Trading Cards breaks do not have the 'lights, graphics, bells and whistles so to speak' referred to in the Lottoland case.
36. While there is an argument that the MJ Trading Cards livestreams have a somewhat higher level of participation (such as elements of entertainment, amusement, and theatre) in comparison to the service which was found not to be a game in the Lottoland case, these elements are not a necessary part of play to enter a break. A participant could theoretically pay for a spot in a break and be unaware of the outcome until they receive the delivery of physical cards. In this circumstance, the level of participation is low.

#### ***The Lottoland case***

37. As noted in the 30 September 2025 submissions and above, in the Lottoland case a narrow approach was adopted when interpreting the term 'game' in its statutory context. The participation element discussed above was found to be a key consideration. The court also noted that if a broader approach to the definition of a 'game' was taken, it could effectively capture any activity with rules and some limited participation as a 'game', including any type of bet or wager. This would remove any meaningful distinction between the terms 'game', 'bet' and 'wager' (in circumstances where these terms are used in the IGA).
38. The court in the Lottoland case also observed that section 15 of the IGA is a penal provision and it is arguably appropriate to give the section a restrictive interpretation.

#### ***Superhops Pty Ltd submissions***

39. Consideration was also given to Superhops Pty Ltd's submission to the ACMA that the MJ Trading Cards business model guarantees that all participants in a break receive some benefit in the form of miscellaneous cards, regardless of the outcome of the break.
40. However, in the ACMA's opinion, this does not detract from the 'game-like' quality of the service. Participants appear to be hoping to receive high-value cards won through the break at a lower cost in comparison to individually purchasing these same cards at market rate elsewhere. The element of excitement and 'risk' associated with a game is therefore not lost because of the guarantee that miscellaneous cards will be given to all participants. As such, the ACMA is not persuaded that this change in business model is a significant factor impacting the question of whether the service falls within the definition of a 'game' under the IGA.
41. Additionally, it is argued that MJ Trading Card breaks are analogous to services such as:

- > Trading card packs which can be purchased online from large conglomerates, such as AFL Football boxes from Woolworths.
  - > McDonald's happy meals, purchased via food delivery apps, which contain unknown toys
  - > 'Mystery Boxes' which contain items unknown to the buyer in advance, such as books or confectionary
  - > Kinder Surprises, available for purchase via click-and-collect, which contain unknown toys.
42. The ACMA does not consider that these services are analogous to MJ Trading Card breaks, as they lack the elements of participation which the MJ Trading Cards service provides, such as guessing what cards will be drawn during a livestream in order to win extra prizes. Additionally, in most cases the above items are not purchased by consumers with the goal of receiving a prize of higher value than the money which was spent. A Kinder Surprise is not purchased with the expectation of 'winning big'.
43. However, there may be some merit to the argument that the MJ Trading Cards service is more akin to a financial transaction than a gambling service. The provider submitted that:
- 'What the MJ Breaks do, in essence, is allow participants to split the cost of a box of trading cards. They allow consumers to avoid the need to spend money on a box of trading cards (which can often be prohibitively expensive) in circumstances where the consumer only desires cards relating to a specific player or team, for example. Participation in an MJ Break would be no different to, for instance, 10 individuals pooling their money and agreeing to split a box of trading cards 10 ways.'*
44. In light of the level of ambiguity surrounding the application of the definition of a 'game' or a 'service for the conduct of a game' under the IGA, this argument appears to have some merit. It could be said that the primary transaction taking place within an MJ Break is that each player pays for a share of a physical product, rather than paying to 'enter a game'. An MJ Break could therefore be considered a commercial sale rather than a 'game', and as such the surrounding 'game-like' elements discussed above could be justified as promotional tactics. This argument is strengthened by the fact that all participants are guaranteed to receive a card as a direct consequence of paying for their share of the box (though the card may not necessarily be from that specific box, and will be of variable value).

### **Finding**

45. Given the difficulty in applying this definition to the specific facts of the MJ Trading Cards service, and considering the additional factors outlined above, it is ultimately a finely balanced matter as to whether the service meets the definition of a 'game'.
46. On balance, the ACMA does not consider that the MJ Trading Cards service, as currently operating, is a 'service for the conduct of a game', or that it otherwise meets any of the elements set out in the definition of a 'gambling service' under section 4 of the IGA. The service, as currently operating, is therefore not a prohibited interactive gambling service under section 5 of the IGA. The ACMA may take a different view in future if any of the elements discussed were to change.

**Is the service an excluded service listed in subsection 5(3) of the IGA?**

47. The ACMA has concluded that the service is not a gambling service, so it is not necessary to consider this question.

**Does the service have an Australian-customer link?**

48. ACMA staff physically present in Australia could become a customer of the service by providing details indicating the customer was physically present in Australia and subsequently participated in a break.
49. Additionally, the provider did not contest the ACMA's preliminary finding that the MJ Trading Cards service has an Australian-customer link. Therefore, the service appears to have an Australian-customer link.

## List of Attachments

**Attachment A**            Key provisions of the IGA

## List of Schedules

**Schedule A**            Digital forensic analysis and company information

**Schedule B**            Details of deposit and gameplay, Lottoland Case

## Attachment A

## Key provisions of the IGA

## 4 Definitions

**designated interactive gambling service** means:

- (a) a prohibited interactive gambling service; or
- (b) an unlicensed regulated interactive gambling service.

**gambling service** means:

- (a) a service for the placing, making, receiving or acceptance of bets; or
- (b) a service the sole or dominant purpose of which is to introduce individuals who wish to make or place bets to individuals who are willing to receive or accept those bets; or
- (c) a service for the conduct of a lottery; or
- (d) a service for the supply of lottery tickets; or
- (e) a service for the conduct of a game, where:
  - (i) the game is played for money or anything of value; and
  - (ii) the game is a game of chance or of mixed chance and skill; and
  - (iii) a customer of the service gives or agrees to give consideration to play or enter the game; or
- (f) a gambling service (within the ordinary meaning of that expression) that is not covered by any of the above paragraphs.

## 5 Prohibited interactive gambling services

(1) For the purposes of this Act, a **prohibited interactive gambling service** is a gambling service, where:

- (a) the service is provided in the course of carrying on a business; and
- (b) the service is provided to customers using any of the following:
  - (i) an internet carriage service;
  - (ii) any other listed carriage service;
  - (iii) a broadcasting service;
  - (iv) any other content service;
  - (v) a datacasting service

Note: This definition relates to the offence provisions and civil penalty provisions set out in section 15 and Part 7A.

(2) Subsection (1) has effect subject to subsection (3).

*Excluded services*

(3) For the purposes of this Act, none of the following services is a **prohibited interactive gambling service**:

- (a) a telephone betting service;
- (aa) an excluded wagering service (see section 8A);
- (ab) an excluded gaming service (see section 8B);
- (aba) a place-based betting service (see section 8BA);
- (ac) a service that has a designated broadcasting link (see section 8C);
- (ad) a service that has a designated datacasting link (see section 8C);
- (ae) an excluded lottery service (see section 8D);
- (b) a service to the extent to which it relates to the entering into of contracts that are financial products within the meaning of Chapter 7 of the *Corporations Act 2001*;
- (ba) a wholesale gambling service;
- (bb) a trade promotion gambling service (see section 8BB);
- (c) an exempt service (see section 10).

**8 Australian-customer link**

For the purposes of this Act, a gambling service has an Australian-customer link if, and only if, any or all of the customers of the service are physically present in Australia.

**8F Prohibited internet gambling content**

For the purposes of this Act, if:

(a) an ordinary reasonable person would conclude that the sole or primary purpose of particular internet content is to enable a person to enter into dealings in the capacity of customer of either or both of the following:

- (i) one or more illegal interactive gambling services;
- (ii) one or more unlicensed regulated interactive gambling services; and

(b) end-users in Australia can access the internet content;

the internet content is ***prohibited internet gambling content***.

**15 Prohibited interactive gambling services not to be provided to customers in Australia**

(2A) A person must not provide a prohibited interactive gambling service that has an Australian-customer link (see section 8).

Civil penalty: 7,500 penalty units.

(3) Subsections (1) and (2A) do not apply if the person:

- (a) did not know; and
- (b) could not, with reasonable diligence, have ascertained;

that the service had an Australian-customer link.

Note: In the case of proceedings for an offence against subsection (1), the defendant bears an evidential burden in relation to the matters in subsection (3) (see subsection 13.3(3) of the *Criminal Code*).