

Action No.

**PROPOSED CLASS PROCEEDING
FEDERAL COURT**

BETWEEN:

KAMARIA KULING

PLAINTIFF

AND:

TICKETMASTER L.L.C.

TICKETMASTER CANADA LP

LIVE NATION ENTERTAINMENT, INC.

LIVE NATION WORLDWIDE, INC.

TICKETMASTER CANADA HOLDINGS ULC

TICKETMASTER CANADA ULC

LIVE NATION CANADA, INC.

DEFENDANTS

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: January 25, 2024

Issued by: _____
(Registry Officer)

Address of local office: 180 Queen Street West, Suite 200, Toronto, Ontario, M5V 3L6

TO:

TICKETMASTER L.L.C. 9348 CIVIC CENTER DR, BEVERLY HILLS, CA 90210 - 3624, USA	TICKETMASTER CANADA LP #1800 - 355 BURRARD STREET VANCOUVER BC CANADA V6C 2G8
LIVE NATION ENTERTAINMENT, INC. c/o CORPORATE CREATIONS NETWORK INC. 1521 CONCORD PIKE SUITE 201 WILMINGTON, NEW CASTLE DELAWARE 19803	LIVE NATION WORLDWIDE, INC. c/o CORPORATE CREATIONS NETWORK INC. 1521 CONCORD PIKE SUITE 201 WILMINGTON, NEW CASTLE DELAWARE 19803
TICKETMASTER CANADA HOLDINGS ULC 1100-123 ST FRONT W TORONTO ONTARIO CANADA M5J 2M2	TICKETMASTER CANADA ULC 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC CANADA V6E 3X1 ATTN: JONATHAN O'CONNOR
LIVE NATION CANADA, INC. 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC CANADA V6E 3X1 ATTN: JONATHAN O'CONNOR	

A. Overview of the Claims in this Class Proceeding

1. This proposed class proceeding concerns alleged price dripping by the largest event promotion and ticket sales platform under the banner “Ticketmaster,” which operates on www.ticketmaster.ca, and also accessible via mobile applications on Android or Apple devices. It is alleged that Ticketmaster’s conduct is contrary to section 52 of the federal *Competition Act*, or a Competition Tribunal Order (defined below) that some of the Defendants are subject to.
2. In 2022, Parliament amended the *Competition Act* such that any representation of a price that is unattainable due to additional fees would itself constitute a false or misleading representation that would be actionable.
3. The Plaintiff on behalf of all Canadian consumers, is bringing this civil action under section 36 to enforce section 52 of the *Competition Act* and the Competition Tribunal Order, to seek damages, investigation costs, legal costs on a full-indemnity basis and an interlocutory and/or permanent injunctive relief enjoining the Defendants from engaging in price dripping.

B. Claims of the Plaintiff and the Class Members

4. The Plaintiff claims, on her own behalf and on behalf of other Class Members:
 - a. an Order pursuant to Rules 334.16(1) and 334.17 of the *Federal Court Rules* (the “**Rules**”) certifying this action as a class proceeding and providing any ancillary directions, including appointing the Plaintiff as the representative plaintiff under Rules 334.12(3), 334.16(1)(e) and 334.17(b);
 - b. a declaration that:
 - i. the Defendants represented a price for their Tickets (defined below) to the Class Members, which was not attainable due to additional

fees charged, contrary to subsection 52(1.3) of the *Competition Act*, RSC 1985, c. C-34 (the "**Competition Act**"); and/or

- ii. the Defendants Ticketmaster LLC and Ticketmaster Canada LP, and their Affiliates as defined in subsection 2(2) of the *Competition Act* represented a price for their Tickets to the Class Members, which was not attainable due to additional fees charged, contrary to subsection 74.01(1.1) of the *Competition Act*, in breach of an Order of the Competition Tribunal dated June 27, 2019 in File CT-2018-005;
- c. damages, pursuant to section 36 of the *Competition Act*, for the Defendants' conduct in contravention of section 52 of the *Competition Act* and/or the Order of the Competition Tribunal dated June 27, 2019 in File CT-2018-005;
- d. an Order pursuant to Rule 334.28(1) and (2) for the aggregate assessment of monetary relief and its distribution to the Plaintiff and the Class Members;
- e. costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- f. an interim, interlocutory and/or permanent injunction under section 44 of the *Federal Courts Act*, RSC 1985, c. F-7 enjoining the Defendant from further violating section 52 of the *Competition Act* and/or the Order of the Competition Tribunal dated June 27, 2019 in File CT-2018-005;
- g. pre-judgment and post-judgment interest pursuant to sections 36 and 37 of the *Federal Courts Act*, RSC 1985, c. F-7; and
- h. such further and other relief as this Honourable Court deems just.

C. The Defendants

5. The Defendant, Live Nation Entertainment, Inc. ("**Live Nation**"), is a company organized and existing under the laws of Delaware. Live Nation describes itself as the largest live entertainment company in the world and the world's leading live entertainment ticketing sales and marketing company. Live Nation's headquarters are in Beverly Hills, California, with an office address in the province of Ontario at 123 Front Street West, Suite 1100, Toronto, ON M5J 2M2. The Tickets and prices for the Tickets are made public to consumers in Canada through the website ticketmaster.ca and/or mobile applications on Android or Apple devices, all through a computer network under the control of Live Nation. Live Nation also owns the Canadian trademark for the word TICKETMASTER (TMA1002654) and has declared to the Canadian Intellectual Property Office that they have been providing various wares and services in Canada since as early as 2002.
6. The Defendant, Live Nation Worldwide, Inc. ("**Live Nation Worldwide**"), is a subsidiary of Live Nation organized and existing under the laws of Delaware. Live Nation Worldwide has an office in Toronto, Ontario. Live Nation Worldwide owns or otherwise controls the Canadian domain name ticketmaster.ca that targets Canadian consumers.
7. The Defendant, Ticketmaster Canada Holdings ULC ("**Ticketmaster Canada Holdings**") is a subsidiary of Live Nation organized and existing under the laws of Nova Scotia. Ticketmaster Canada Holdings' headquarters is located in Toronto, Ontario. Ticketmaster Canada Holdings is the company handling consumer transactions and collecting payments for events in Canada with respect to ticketmaster.ca.
8. The Defendant, Ticketmaster Canada LP ("**Ticketmaster Canada**"), is a limited partnership organized and existing under the laws of Ontario. Ticketmaster Canada is a subsidiary of Live Nation and its general partner is the Defendant, Ticketmaster Canada ULC. Ticketmaster Canada's headquarters is in Toronto, Ontario. Ticketmaster Canada has provided services enabling tickets to be sold to

consumers through ticketmaster.ca or the Android or Apple mobile applications.

9. The Defendant, Live Nation Canada Inc. ("**Live Nation Canada**"), is a subsidiary of Live Nation organized and existing under the laws of Ontario. Live Nation Canada's headquarters is in Vancouver, British Columbia. Live Nation Canada is the promoter of the events for the Tickets sold through ticketmaster.ca or the Android or Apple mobile applications.
10. The Defendant, Ticketmaster L.L.C. ("**Ticketmaster LLC**"), is a limited liability corporation organized and existing under the laws of Virginia. Ticketmaster LLC is a subsidiary of Live Nation with its head office in California. Ticketmaster LLC is involved in operating ticketmaster.ca and also handles consumer transactions and collecting payments for events in the United States with respect to ticketmaster.ca. Ticketmaster LLC also develops and makes available the Ticketmaster Android and Apple mobile applications to consumers in Canada for download and use.
11. The aforementioned defendants, collectively **Ticketmaster**, jointly and/or in concert with each other made or permit to be made representations and supplied Tickets to sports and entertainment events that are available to Canadian consumers via the ticket sales platform on ticketmaster.ca, or the Ticketmaster Android and Apple mobile applications (the "**Platform**").

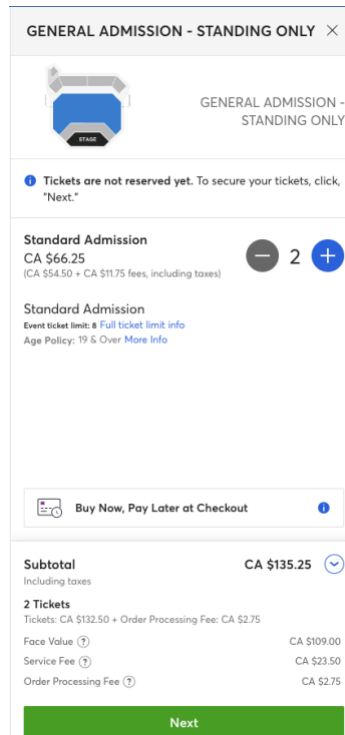
D. Ticketmaster's Tickets on the Platform

12. At all material times, Ticketmaster supplied, or offered to supply, tickets to sports and entertainment events to Canadian consumers (hereafter "**Tickets**"), primarily via the Platform.
13. Ticketmaster promotes the sale of Tickets to Canadian consumers on the Platform at prices that are not in fact attainable, and/or charges a price higher than the face value of the Tickets, because Ticketmaster requires additional non-optional fees including some or all of the following fees:

- a. **Service Fees**, which Ticketmaster describes, in part, as “[i]n exchange for the rights to sell their tickets, venues and sports teams share a portion of the fees collected.”
- b. **Order Processing Fees**, which Ticketmaster describes as “[t]his fee is charged once per order and is shared between venues or teams and Ticketmaster. Order processing fees do not apply to in-person box office purchases.”
- c. **Facility Charges**, which Ticketmaster describes as “[v]enues use this fee to cover the costs of hosting live events, including staffing, insurance, and paying suppliers. Facility charges may vary by event and can be raised or lowered over time. Ticketmaster does not keep any portion of the facility charge.”
- d. **Delivery Fees**, which Ticketmaster describes as “[f]or most events, tickets are mobile and delivered directly to your Ticketmaster account for free — so your phone is your ticket. But delivery methods can vary from event to event, and you may have the option to choose physical delivery, which includes a fee.”

(the “**Non-Optional Fees**”).

14. The Non-Optional Fees are not obligatory charges or fees imposed by or under an Act of Parliament or the legislature of a province. Below is an example of the Non-Optional Fees for Tickets on the Platform for “The Gang’s All Here Tour with Skid Row and Buckcherry” on March 3, 2024:



E. The Plaintiff's Circumstances

15. The Plaintiff, Kamaria Kuling, is an individual residing in the province of British Columbia.
16. On November 21, 2023, the Plaintiff purchased Tickets from Ticketmaster for an entertainment event on March 15, 2024 for the price of \$74.50 each, for leisure or personal purposes, and was charged the following Non-Optional Fees, in addition to the face value of the Tickets:
 - a. \$2.50 (Order Processing Fee)
 - b. \$9.00 (Facility Charge)
 - c. \$29.50 (Service Fee)
17. Throughout the purchase process, Ticketmaster represented the price of the aforementioned Tickets at \$74.50 each, which were unattainable due to the Order Processing Fee, Facility Charge, and Service Fee.
18. The Plaintiff's Tickets were charged to her credit card by "TICKETMASTER CANADA."

F. The Plaintiff and the Class Members

19. The Plaintiff resides in the province of British Columbia, and this Action is brought on behalf of a class consisting of the Plaintiff and:

All individuals residing in Canada who, on or after June 23, 2022, used Ticketmaster's Platform (i.e., www.ticketmaster.ca, or the Ticketmaster Android or Apple mobile applications) to purchase a Ticket, and were charged any Non-Optional Fees including: service fees, order processing fees, facility charges, and/or delivery fees, except an Excluded Individual.

An **Excluded Individual** means the Defendants' officers, directors, and employees, and the lawyers for the Plaintiff and the Defendants, and the judicial officer(s) that have presided over this action

(collectively the "**Class**" or "**Class Member(s)**").

20. It is estimated that the Class consists of at least hundreds of thousands of Canadian residents. The Class Members' circumstances are similar or identical to the Plaintiff's circumstances.
21. The Class Members all experienced an identical or similar experience as the Plaintiff in that Ticketmaster has represented during the purchase process the price of the Tickets or face value of the tickets, a price that was not attainable due to additional Non-Optional Fees.

G. The Competition Tribunal Proceeding in 2018

22. All of the Defendants, except for Live Nation Canada, were named respondents or otherwise involved in a Competition Tribunal proceeding in or around 2018, *Commissioner of Competition v. Live Nation Entertainment, Inc., et al.* File No: CT-2018-005 (the "**Competition Tribunal Proceeding**").
23. The Competition Tribunal Proceeding also involved the charging of Non-Optional Fees, contrary to ss. 74.01 and 74.05 of the *Competition Act*.
24. On or about June 26, 2019, the Commissioner of Competition entered into a consent agreement with the named respondents Ticketmaster LLC, TNow Entertainment Group Inc., Ticketmaster Canada LP, and their affiliates, in relation to the Competition Tribunal Proceeding (the "**Consent Agreement**").
25. The Consent Agreement provides, in part, that:

II. COMPLIANCE WITH THE DECEPTIVE MARKETING PRACTICES PROVISIONS OF THE ACT

2. Within 30 days of the Execution Date [June 26, 2019], the Respondents shall comply with Part VII.1 of the Act.

...

II. GENERAL

...

16. This Agreement shall be binding upon the Respondents for a period of 10 years following its registration.

17. The Parties consent to the immediate registration of this Agreement with the Tribunal pursuant to section 74.12 of the Act.

...

[emphasis added]

26. The Consent Agreement was registered with the Competition Tribunal on or about June 17, 2019, and has the force of effect of an order of the Competition Tribunal (hereafter the “**Competition Tribunal Order**”). The Competition Tribunal Order is included in this Statement of Claim as **Appendix A**.

27. The Consent Agreement and Competition Tribunal Order continues to be binding on the Defendants Ticketmaster LLC, Ticketmaster Canada LP, and the affiliates under their control.

H. Parliament Enacts the Price Dripping Provisions

28. In or around 2022, Parliament introduced amendments to the *Competition Act* including enactment of the “Drip pricing” provisions under both Part VI (Offences in Relation to Competition) and Part VII.1 (Deceptive Marketing Practices) as follows:

Drip pricing

52 (1.3) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed by or under an Act of Parliament or the

legislature of a province.

....

Drip pricing

74.01 (1.1) For greater certainty, the making of a representation of a price that is not attainable due to fixed obligatory charges or fees constitutes a false or misleading representation, unless the obligatory charges or fees represent only an amount imposed by or under an Act of Parliament or the legislature of a province.

29. Pursuant to the Consent Agreement, and Competition Tribunal Order, the Defendants Ticketmaster LLC, Ticketmaster Canada LP, and the affiliates under their control agreed to comply with Part VII.1 (Deceptive Marketing Practices) of the *Competition Act*, which necessarily includes the newly introduced amendments under ss. 74.01(1.1).

[*Interpretation Act*](#), RSC 1985, c. I-21, s. 2(1) – “regulation” includes an order; and s. 10 – Law is
Always Speaking

30. Both drip pricing provisions under s. 52(1.3) and 74.01(1.1) establish an absolute presumption that any representation of a price that cannot be attained due to additional fees, other than taxes, would *constitute* a “false or misleading representation” under ss. 52 or 74.01.

I. Ticketmaster’s Contraventions of the Competition Act

31. The Plaintiff seeks, on her own behalf and on behalf of the Class, a declaration that

- a. Ticketmaster made a representation of price(s) for Tickets on its Platform, which was not attainable due to some or all of the Non-Optional Fees, and

constitutes a false or misleading representation in contravention of section 52 of the *Competition Act*,

- b. The Defendants Ticketmaster LLC, Ticketmaster Canada LP, and the affiliates under their control, made a representation of price(s) for Tickets on its Platform, which was not attainable due to some or all of the Non-Optional Fees, and constitutes a false or misleading representation in contravention of section 74.01 of the *Competition Act*;
- c. Ticketmaster was only entitled to charge the face value of the Tickets, or alternatively the face value of the Tickets plus the Service Fees only, and the Plaintiff and all Class Members were entitled to pay the face value of the Tickets, or alternatively the face value of the Tickets plus the Service Fees;
- d. If Ticketmaster had complied with section 52 of the *Competition Act*, the Class Members would have paid the face value of the Tickets, or alternatively the face value of the Tickets plus the Service Fees only;
- e. If the Defendants Ticketmaster LLC, Ticketmaster Canada LP, and the affiliates under their control, had complied with section 74.01 of the *Competition Act*, the Class Members would have paid the face value of the Tickets, or alternatively the face value of the Tickets plus the Service Fees only;
- f. The Class Members, having been obliged to pay some or all of the Non-Optional Fees for their Tickets, when they were entitled to a lower price for their Tickets, suffered loss and/or damage equivalent to some or all of the Non-Optional Fees; and
- g. Further or alternatively, Ticketmaster's false or misleading representations caused the Class Members to acquire less value than they expected to acquire. Specifically, the Class Members would have expected that they

would only need to pay the face value of their Tickets, or alternatively the face value of their Tickets plus Service Fees only.

32. The Plaintiff asserts that she, and the Class, have suffered damages as a result of Ticketmaster's breach of section 52 of the *Competition Act* and as a result seek damages pursuant to section 36 of the *Competition Act*, specifically:

- a. monetary equivalent to some or all of the Non-Optional Fees charged by Ticketmaster, or caused to be charged by Ticketmaster, to the Plaintiff and the Class Members; and
- b. the costs of investigation and prosecuting this action.

33. The Plaintiff also asserts that she, and the Class, have suffered damages as a result of the breach of section 74.01 of the *Competition Act* by the Defendants Ticketmaster LLC, Ticketmaster Canada LP, and the affiliates under their control, and as a result seek damages pursuant to section 36 of the *Competition Act*, specifically:

- a. monetary equivalent to some or all of the Non-Optional Fees charged by these Defendants, or caused to be charged by these Defendants, to the Plaintiff and the Class Members; and
- b. the costs of investigation and prosecuting this action.

34. The Defendants' relationship with the Class Members are governed under the laws of Ontario and the Class Members are "consumers" within the meaning of the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A.

J. Jurisdiction and Location of Trial

35. This Action concerns breaches of the *Competition Act* and section 36(3) of the *Competition Act* provides that the Federal Court is a court of competent jurisdiction

for recovery of damages due to contravention of Part VI, or the failure of any person to comply with an order of the Competition Tribunal.

36. The Class Members are residents in Canada and the *Competition Act* applies to transactions involving those individuals.
37. The use of Ticketmaster's Platform is subject to a website Terms of Use that references an arbitration and class action waiver provision, which is inapplicable to the circumstances here or otherwise incapable of being performed because the arbitration and class action waiver provision is governed by the "*Canada Commercial Arbitration Act*" which only applies to disputes involving His Majesty the King or a government department, and not private consumer disputes.

[Tylon Steepe Homes Ltd. v. Pont](#), 2009 BCSC 103 at paras. 23-24.

38. The Plaintiff proposes that this action be tried at Vancouver, British Columbia.

Date: January 25, 2024



Kevin McLaren
Hammerco Lawyers LLP
2233 Columbia St Suite 400,
Vancouver, BC V5Y 0M6
Tel: 604-269-8515
Email: kmclaren@hammerco.ca

Appendix A

FILED / PRODUIT

Date: June 27, 2019

CT-2018-005

Bianca Zamor for / pour
REGISTRAR / REGISTRARE

CT-2018-005

OTTAWA, ONT.

#96

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34;

AND IN THE MATTER of a Consent Agreement pursuant to section 74.12 of the *Competition Act* with respect to certain deceptive marketing practices of the Respondents under paragraph 74.01(1)(a) and section 74.05 of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

- and -

**TICKETMASTER L.L.C., TNOW ENTERTAINMENT GROUP, INC., and
TICKETMASTER CANADA LP**

Respondents

CONSENT AGREEMENT

WHEREAS the Commissioner is responsible for the administration and enforcement of the Act;

AND WHEREAS the Respondents supply or offer to supply Tickets to sports and entertainment events and have made Representations about the price at which consumers could purchase Tickets;

AND WHEREAS Representations were made to and target the public in Canada;

AND WHEREAS the Respondents controlled the domain names and associated Websites by which persons in Canada accessed the Representations;

AND WHEREAS the Respondents made the Representations to the public to promote the sale of Tickets and their business interests more generally;

AND WHEREAS the Commissioner has concluded that the Respondents advertised prices for Tickets that were not in fact attainable, because the Respondents charged consumers Non-Optional Fees in addition to the prices initially advertised;

AND WHEREAS the Commissioner has concluded that certain of the Respondents' Representations created the general impression that consumers could purchase Tickets for less than what the Respondents actually charge, because consumers were required to pay additional Non-Optional Fees that were added later in the purchasing process;

AND WHEREAS the Commissioner has concluded that disclosure of the amount of the Non-Optional Fees at later stages of the purchasing process was inadequate to prevent the Representations from being false or misleading in a material respect;

AND WHEREAS the Commissioner has concluded that the Respondents' Non-Optional Fees often increased the cost of Tickets by over 20%, and in some cases, by over 65%;

AND WHEREAS the Respondents' Non-Optional Fees consist of Per-Ticket Fees and Per-Order Fees, with the former charged on a per ticket basis and the latter charged on a per transaction basis;

AND WHEREAS the Commissioner acknowledges that the Respondents made a number of changes to their Websites and Mobile Applications beginning in July 2018, including changing many of their representations regarding certain Non-Optional Fees and redesigning certain of their Websites and Mobile Applications so that consumers are shown a price inclusive of Per-Ticket Fees, and the maximum Per-Order Fee that could be charged on the entire ticket order, the first time they are shown a price;

AND WHEREAS the Respondents have advised the Commissioner that they have applied these changes voluntarily across Canada in circumstances where their competitors have not made similar changes;

AND WHEREAS the Commissioner has concluded that the Respondents made Representations to the public that were false or misleading in a material respect;

AND WHEREAS the Commissioner has concluded that the Respondents supplied Tickets to consumers at prices higher than those advertised;

AND WHEREAS the Commissioner has concluded that the Respondents engaged in conduct reviewable pursuant to paragraph 74.01(1)(a) and section 74.05 of the Act;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission of this Agreement, and subject to paragraph 20 of this Agreement, the Respondents do not contest the Commissioner's conclusions but nothing in this Agreement shall be taken as an admission or acceptance by the Respondents of any facts, wrongdoing, submissions, legal argument or conclusions for any other purpose nor shall it derogate from any rights or defences of the Respondents against third parties including any defences available under the Act;

AND WHEREAS the Parties are satisfied that this matter can be resolved with the registration of this Agreement which, upon registration, shall have the same force and effect as an order of the Tribunal;

NOW THEREFORE, in order to resolve the Commissioner's concerns, the Parties hereby agree as follows:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - a. "**Act**" means the *Competition Act*, R.S.C. 1985, c. C-34;
 - b. "**Affiliate**" means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;
 - c. "**Agreement**" means this Consent Agreement entered into by the Parties pursuant to section 74.12 of the Act, including Appendix "A" hereto;
 - d. "**Commissioner**" means the Commissioner of Competition appointed pursuant to section 7 of the Act, and his or her authorized representatives;
 - e. "**Execution Date**" means the date on which the Agreement has been signed by both Parties;
 - f. "**Headline Price**" means the price for a Ticket, exclusive of Non-Optional Fees;
 - g. "**Interpretation Act**", means the *Interpretation Act*, R.S.C. 1985, c. I-21;
 - h. "**Marketing Personnel**" means all current and future employees of the Respondents and Senior Management of the Respondents who are materially involved in or responsible for developing, implementing or overseeing the advertising, marketing or pricing for Tickets;
 - i. "**Mobile Applications**" means any mobile application owned, controlled or operated by the Respondents and used for the purposes of supplying Tickets to the public in Canada;
 - j. "**Non-Optional Fees**" means any charges, surcharges, fees, or other amounts that are charged in addition to Headline Prices and that consumers are required to pay to purchase Tickets. Non-Optional fees include, but are not limited to, fees identified by the Respondents as "service fees or charges", "facility charges", "order processing fees", "additional fees", "resale service fees", "TM+ resale service fees" and "fees";

- k. **“Parties”** means the Commissioner and the Respondents collectively, and **“Party”** means any one of them;
- l. **“Person”** means any individual, corporation, partnership, firm, association, trust, unincorporated organization, or other entity;
- m. **“Per-Order Fee”** means any Non-Optional Fee charged on a per transaction, rather than per Ticket, basis;
- n. **“Per-Ticket Fee”** means any Non-Optional Fee charged on a per Ticket, rather than per transaction, basis;
- o. **“Representations”** means any and all representations made, caused to be made, or permitted to be made by or on behalf of the Respondents, including any representation on the Websites and Mobile Applications;
- p. **“Respondents”** means Ticketmaster LLC, TNOW Entertainment, and Ticketmaster Canada LP;
- q. **“Senior Management”** means the Respondents’ current and future Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer, Chief Financial Officer, Chief Accounting Officer, President, Vice Presidents, Secretary, Controller, General Manager, Managing Directors, and any individual who performs their functions;
- r. **“Ticketmaster Canada LP”** means Ticketmaster Canada LP, a limited partnership existing under the laws of Ontario, its general and limited partners, their directors, officers, employees, agents, representatives, successors and assigns, and all joint ventures, subsidiaries, divisions and Affiliates controlled by it within the meaning of subsection 2(4) of the Act, and the respective directors, officers, employees, agents, representatives, successors and assigns of each;
- s. **“Ticketmaster LLC”** means Ticketmaster L.L.C., a limited liability company incorporated pursuant to the laws of the State of Virginia, its directors, officers, employees, agents, representatives, successors and assigns, and all joint ventures, subsidiaries, divisions and Affiliates controlled by it within the meaning of subsection 2(4) of the Act, and the respective directors, officers, employees, agents, representatives, successors and assigns of each;
- t. **“Tickets”** means tickets to live sports or entertainment events in Canada;
- u. **“TNOW Entertainment”** means TNOW Entertainment Group, Inc., a corporation incorporated pursuant to the laws of the State of Illinois, its directors, officers, employees, agents, representatives, successors and

- assigns, and all joint ventures, subsidiaries, divisions and Affiliates controlled by it within the meaning of subsection 2(4) of the Act, and the respective directors, officers, employees, agents, representatives, successors and assigns of each;
- v. “**Tribunal**” means the Competition Tribunal established by subsection 3(1) of *Competition Tribunal Act*, R.S.C., 1985, c. 19 (2nd Supp.), as amended; and
- w. “**Websites**” means each website accessible from Ticketmaster.ca, Ticketweb.ca, TicketExchangebyTicketmaster.com, TicketsNow.com and any other website owned, controlled or operated by the Respondents and used for the purposes of supplying Tickets to the public in Canada. For greater certainty, Websites shall include websites accessed via desktop computers and via mobile devices such as phones and tablets.

II. COMPLIANCE WITH THE DECEPTIVE MARKETING PRACTICES PROVISIONS OF THE ACT

2. Within 30 days of the Execution Date, the Respondents shall comply with Part VII.1 of the Act.
3. Without limiting the generality of the foregoing, within 30 days of the Execution Date, the Respondents shall not make, cause to be made, or permit to be made on their behalf any Representation to the public in Canada that creates the materially false or misleading general impression that consumers can buy Tickets at prices that are not in fact attainable because of the existence of Non-Optional Fees.
4. If any of the Respondents becomes aware that there has been a breach or possible breach of any terms of this Agreement, the Respondents shall, within ten (10) days after becoming aware of the breach or possible breach, notify the Commissioner thereof, and shall provide details sufficient to describe the nature, date and effect (actual and anticipated) of the breach or possible breach, and the steps the Respondents have taken to correct the breach or possible breach.

III. PAYMENTS

ADMINISTRATIVE MONETARY PENALTY

5. The Respondents shall pay an administrative monetary penalty in the amount of \$4,000,000.

COSTS

6. The Respondents shall pay \$500,000 for costs incurred by the Commissioner during the course of his investigation into this matter.

FORM AND TIME OF PAYMENT

7. The payments referred to in paragraphs 5 and 6 above shall be made within 30 days after the Execution Date by certified cheque or by wire transfer payable to the Receiver General for Canada.

IV. CORPORATE COMPLIANCE PROGRAM

8. Within 90 days after the Execution Date, the Respondents shall establish, and thereafter maintain, a corporate compliance program, the goal of which will be to promote the compliance of the Respondents with the Act generally, and Part VII.1 of the Act specifically. The compliance program shall be framed and implemented in a manner consistent with the Commissioner's bulletin titled "Corporate Compliance Programs", as published (as of the Execution Date of this Agreement) on the Competition Bureau's website at www.competitionbureau.gc.ca.
9. The Respondents' Senior Management shall fully support and enforce the compliance program and shall take an active and visible role in its establishment and maintenance.
10. Within 21 days after the establishment of the compliance program, each current member of Senior Management shall acknowledge his or her commitment to the compliance program by signing and delivering to the Commissioner a commitment letter in the form set out in Appendix "A" of this Agreement. Any individual that becomes a member of Senior Management during the term of this Agreement shall sign and deliver to the Commissioner a commitment letter in the form set out in Appendix "A" of this Agreement, within 21 days of becoming a member of Senior Management.

V. COMPLIANCE REPORTING AND MONITORING

11. During the term of this Agreement, (i) the Respondents shall provide a copy of this Agreement to all Marketing Personnel within 14 days after the date of registration of this Agreement, and (ii) all future Marketing Personnel will be provided with a copy of this Agreement within 14 days after his or her commencement of employment. Within 14 days after being provided with a copy of this Agreement, the Respondents shall secure from each such person a signed and dated statement acknowledging that he or she read and understood this Agreement and Part VII.1 of the Act.

12. The Respondents shall provide the Commissioner written confirmation that all Marketing Personnel have received a copy of this Agreement, as required by paragraph 11, within 21 days after the registration of this Agreement.
13. For the purposes of monitoring compliance with this Agreement, the Respondents shall provide to the Commissioner information relating to any matters referred to in Parts II, IV and V of this Agreement that the Commissioner requests, within 30 days following receipt of a written request from the Commissioner.
14. No later than 120 days after the Execution Date, the President or Chief Operating Officer of the Respondents shall provide to the Commissioner a statement under oath or solemn affirmation that the compliance program required by Part IV of this Agreement has been implemented.

VI. GENERAL

15. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties at the following addresses:

(a) Commissioner of Competition

Competition Bureau
Place du Portage, 21st Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9
Attention: Senior Deputy Commissioner of Competition, Cartels and
Deceptive Marketing Practices Branch

Facsimile: (819) 956-2836

With a copy to:

Executive Director and Senior General Counsel
Competition Bureau Legal Services
Department of Justice
Place du Portage, 22nd Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9

Facsimile: (819) 953-9267

(b) The Respondents:

With a copy to:

Linda Plumpton
Torys LLP
3000 79 Wellington Street West
Box 270, TD South Tower
Toronto, ON M5K 1N2

Facsimile: (416) 865-7380

Mark Opashinov
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Facsimile: (416) 865-7048

16. This Agreement shall be binding upon the Respondents for a period of 10 years following its registration.
17. The Parties consent to the immediate registration of this Agreement with the Tribunal pursuant to section 74.12 of the Act.
18. The Commissioner may, in his sole discretion and after informing the Respondents in writing, extend any of the time frames in Parts IV and V of this Agreement.
19. The Commissioner may, with the consent of the Respondents, extend any of the time frames in Part VI of this Agreement.
20. Nothing in this Agreement precludes a Respondent or the Commissioner from bringing an application under section 74.13 of the Act where circumstances that led to the making of this Agreement have changed. Subject to this paragraph, the Respondents will not, for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission, contest the Commissioner's conclusions as stated herein.
21. The Respondents shall not make any public statements that contradict the terms of this Agreement.

22. The Respondents attorn to the jurisdiction of the Tribunal for the purposes of this Agreement and any proceeding initiated by the Commissioner relating to this Agreement for variation or rescission.
23. In the event of a dispute regarding the interpretation, implementation or application of this Agreement, any of the Parties shall be at liberty to apply to the Tribunal for an order or directions. In no event shall any dispute suspend any time period under the Agreement. The Parties agree that the Tribunal has jurisdiction to make such order as is required to give effect to this Agreement.
24. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.
25. The Agreement constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference herein. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained herein.
26. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*. For the purpose of this Agreement, the definition of “holiday” in the *Interpretation Act* shall include Saturday. For the purposes of determining time periods, the date of this Agreement is the last date on which it is executed by a Party.
27. The Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein, without applying any otherwise applicable conflict of law rules.

[The remainder of this page is intentionally left blank]

The undersigned hereby agree to the filing of the Agreement with the Tribunal for registration.

DATED at Beverly Hills, California this 26th day of June, 2019.

for: Ticketmaster

"Original signed by Michael Rowles"

Michael Rowles
Executive Vice President and
General Counsel
I have authority to bind the corporation.

DATED at Gatineau, in the Province of Quebec this 26th day of June, 2019.

"Original signed by Matthew Boswell"

Matthew Boswell
Commissioner of Competition

“APPENDIX A”

ACKNOWLEDGEMENT BY SENIOR MANAGEMENT

[Corporate Company Letterhead]

[date], 2019

CONFIDENTIAL

Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1
50 Victoria Street, 21st Floor
Gatineau (QC) K1A 0C9

RE: Commitment to Establishment and Maintenance of Compliance Program

Further to paragraph 10 of this Agreement between the Commissioner of Competition (the “Commissioner”) and [Respondents], dated _____, 2019, I hereby commit to the successful implementation of the corporate compliance described in Part IV of this Agreement program for the purpose of promoting compliance with the *Competition Act*, R.S.C. 1985, c. C-34, as amended (the “Act”), including the deceptive marketing practices provisions in Part VII.1 of the Act. I will take an active and visible role in the establishment and maintenance of the corporate compliance program.

Sincerely,

(Name and title)

cc: Executive Director and Senior General Counsel, Competition Bureau Legal Services

Deputy Commissioner of Competition, Deceptive Marketing Practices Directorate, Cartels and Deceptive Marketing Practices Branch