## STUBHUB TICKET PURCHASES MADE IN QUEBEC BEFORE MARCH 11, 2020

## FOR EVENTS WHICH WERE CANCELLED, POSTPONED OR RESCHEDULED AFTER MARCH 11, 2020

## **CLASS ACTION SETTLEMENT APPROVED**

# NOTICE OF APPROVAL OF A CLASS ACTION SETTLEMENT WITH STUBHUB – TO CLAIM YOUR BENEFIT YOU MUST REPLY <u>ELECTRONICALLY</u> TO THIS NOTICE

We are contacting you once again in accordance with a Quebec Superior Court judgment dated July 26, 2022, (File No: 500-06-001066-204) which has approved the settlement of a class action against STUBHUB INC. and STUBHUB CANADA LTD. ("StubHub"). We are pleased to inform you that it is now time to make your claim!

**Note:** This Settlement is only with regards to StubHub clients in Quebec.

#### **CLAIMS PROCESS**

## How do I claim my compensation?

- 1. All you must do is respond electronically to this notice <u>no later than November 9, 2022</u> (the "Claims Deadline") at stubhubsettlement.ca.
- 2. You must choose and select one of these three (3) options, which allows you to either:
  - i. Retain your Ticket(s) ("Option 1" or "Retain of Ticket(s) Option");
  - ii. Receive a redeemable credit applicable to future purchase in an amount equal to one hundred and twenty percent (120%) of the value of the Ticket(s) you purchased, credited to your StubHub account (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) ("Option 2" or "Credit Option"); or
  - iii. Receive a cash refund in an amount corresponding to the value of the Ticket(s) you purchased to the original payment method you used to make your purchase (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) ("Option 3" or "Cash Option").

The Superior Court has ruled that this process of individual recovery of claims entitles the Fonds d'aide aux actions collectives to a percentage of the amount credited or refunded under the laws of Québec.

If you hold one or more digital Ticket(s), the Credit Option and the Cash Option above are conditional on the prior return of your digital Ticket(s) to StubHub. Please see detailed instructions below. **Physical tickets need not be returned**.

3. By responding electronically to this notice, you confirm that:

- i. You are a user of the StubHub Services that had a Quebec billing address associated with your Account at the time of purchase of the Ticket(s);
- ii. You have purchased before March 11, 2020 at least one or more Tickets from StubHub to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently either cancelled, postponed or rescheduled;
- iii. You have <u>not</u> already been granted a refund or <u>not</u> already used, in its entirety or in part, your credit that you have received previously for such Tickets; and
- iv. You have <u>not</u> already used the Tickets to attend the events to which the Tickets grant access.

## How can I return my Ticket(s)?

Should you choose the Cash Option or the Credit Option, and have duly submitted your claim, you will have to return your digital Ticket(s) to StubHub by **December 9**, **2022** (**physical tickets need not be returned**). To return your digital Tickets to StubHub, you must transfer the Tickets from your StubHub account to <a href="mailto:stubHubbclaims@gmail.com">stubHubbclaims@gmail.com</a> by following the following instructions that can also be found here.

The way to return tickets to <a href="mailto:stubhubclaims@gmail.com">stubhubclaims@gmail.com</a> depends on how they were delivered to you. Go to 'My tickets' then <a href="mailto:orders">Orders</a> and go to your order. If it says:

#### Mobile transfer

- See Getting your Mobile transfer tickets
- You need to accept the ticket transfer first and then transfer them to the recipient

## Mobile ticket

- MLB tickets: Use the Ballpark app. See <u>Getting your MLB tickets bought on StubHub</u>.
- **StubHub app:** If the tickets are ready, tap 'My tickets' then the order. Tap the 3 dots then 'Send ticket.' Choose to send by email to <u>stubhubclaims@gmail.com</u>

## Electronic or Instant download (PDF) tickets

- You need to download these tickets.
- **StubHub app:** If the tickets are ready, tap 'My tickets' then the order. Tap the 3 dots then 'Send ticket.' Choose to email it to <a href="mailto:stubhubclaims@gmail.com">stubhubclaims@gmail.com</a>.
- Computer: Click 'Get tickets' to download the PDF file. Then email it to stubhubclaims@gmail.com.

Keep in mind that due to venue policies, your Tickets may not be in your StubHub account, but rather in another ticketing app (i.e., Ticketmaster or AXS). If your tickets are in another app, you must still go into that app and transfer them to stubhubclaims@gmail.com following the transfer instructions provided by such app. If given the option to include a note with your return, please include your StubHub order ID/number. If you run into any issues with this process, you may StubHub service contact the customer team for assistance stubhubclaims@gmail.com. Once you have returned your Ticket, please email stubhubclaims@gmail.com with your order ID/number so that StubHub is able to verify your return and process your cash refund or credit, as applicable.

If you do not return your digital Ticket(s) by December 9, 2022, you will not receive any cash refund pursuant to the Cash Option or any credit pursuant to the Credit Option.

Paper or physical tickets do **not** need to be returned to StubHub.

## How will I receive my credit if I choose the Credit Option?

A redeemable credit applicable to future purchase in an amount equal to one hundred and twenty percent (120%) of the value of the Ticket(s) you purchased (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) will be credited to your StubHub account within sixty (60) days from the Claims Deadline.

## Are there any conditions to use my credit?

Should you choose the Credit Option, you will be issued a redeemable credit equal to one hundred and twenty percent (120%) of the total value of the Ticket(s) you purchased per transaction (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) (ie, you will not receive a separate credit for each ticket that was bought in the same transaction). The credit cannot be combined with any other credits or promo codes. You will have three (3) years after its issuance to use your credit. After three (3) years of its issuance, your credit will be expired.

## How will I receive my cash refund if I choose the Cash Option?

Should you choose the Cash Option, you will get an amount equal to the value of the Ticket(s) you purchased (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) refunded to the original payment method you used to make your purchase within sixty (60) days from the Claims Deadline. If the refund to the Original Payment Method cannot be completed, a cheque will be sent by StubHub to the address associated with the Eligible Member's Account.

## How long do I have to make a claim?

**Act now!** The Claims Deadline is **November 9, 2022.** Click here to make a claim: stubhubsettlement.ca. No claims will be accepted and no cash or credit will be awarded for claims received after the Claims Deadline.

If you hold one or more digital Ticket(s), the Credit Option and the Cash Option above are conditional on the prior return of your digital Ticket(s) to StubHub. Please see detailed instructions above.

If you do not submit your claim, and if applicable, return your digital Tickets, in a timely manner, you will be deemed to have elected to hold on to your Ticket(s) and you will no longer be eligible to receive benefits pursuant to this Settlement, but you will be bound by the remaining terms thereof.

#### **ADDITIONAL INFORMATION**

A settlement ("**Settlement**") has been <u>approved by the Court</u> on July 26, 2022, and if you purchased in Quebec before March 11, 2020 at least one or more Tickets from StubHub to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently (a) cancelled and you have opted to keep the 120% credit instead of defaulting to a full refund; or (b) either postponed or rescheduled, and you have not been granted a refund for such Ticket, your rights are affected by the Settlement.

The Class Action has been authorized by the Court and the Settlement has been <u>approved</u> by the Court. This puts an end to the Class Action.

You may no longer opt-out of the Class Action or object to the Settlement. You are automatically included, and this is the only remedy and the only relief you now have in relation to this Class Action.

**Note:** This Settlement is only with regard to StubHub clients in Quebec.

Please read this notice carefully.

## What was the purpose of the Class Action?

According to the Plaintiff, StubHub allegedly engaged in illegal conduct by modifying its "StubHub Marketplace Global User Agreement" by imposing a 120% credit of the value of the tickets instead of a full reimbursement to Quebec residents, for all amounts paid before March 11, 2020 for event tickets, which events were subsequently cancelled after March 11, 2020.

Again, according to the Plaintiff, StubHub allegedly engaged in illegal conduct by failing to fully reimburse Quebec residents for all amounts paid before March 11, 2020 for event tickets, which events were subsequently either postponed or rescheduled after March 11, 2020.

These allegations have not been proven in Court and are contested by StubHub, whose position is that they have complied at all times with all applicable legislation, including with respect to the modifications to its "StubHub Marketplace Global User Agreement".

#### FOR MORE INFORMATION

## How can I obtain more information?

For more information and access to the text of the Settlement, the schedules, the judgments, and the various forms, please go to the following websites:

- Settlement Website: stubhubsettlement.ca
- Website of Class Counsel: www.lexgroup.ca

You may also contact the Claims administrator for more information:

## **Velvet Payments**

5900, avenue Andover, suite 1 Montréal (Québec) H4T 1H5 <u>stubhubsettlement@velvetpayments.com</u> <u>reglementstubhub@velvetpayments.com</u>

# THERE WILL BE NO FURTHER NOTICE IN RELATION TO THIS CLASS ACTION SETTLEMENT.

In case of discrepancies between this notice and the Settlement Agreement, the Settlement Agreement shall prevail.

The publication and dissemination of this notice has been approved and ordered by the Court.