

SCHEDULE "C"

**SEATGEEK TICKET PURCHASES MADE IN QUEBEC BEFORE MARCH 11, 2020
FOR EVENTS WHICH WERE POSTPONED OR RESCHEDULED AFTER MARCH 11, 2020
CLASS ACTION SETTLEMENT APPROVED**

**NOTICE OF APPROVAL OF A CLASS ACTION SETTLEMENT WITH SEATGEEK – TO
CLAIM YOUR BENEFIT YOU MUST REPLY ELECTRONICALLY 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 SEATGEEK, INC. ("**SeatGeek**"). **We are pleased to inform you that it is now time to make your claim!**

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

CLAIMS PROCESS

How do I claim my compensation?

1. All you must do is respond electronically to this notice **no later than November 9, 2022** (the "**Claims Deadline**") at seatgeeksettlement.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 ten percent (110%) of the value of the Ticket(s) you purchased, credited to your SeatGeek 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 SeatGeek. 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 SeatGeek 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 SeatGeek to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently either postponed or rescheduled;
- iii. You have **not** already been granted a refund or a credit for such Tickets; and
- iv. You have **not** 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 SeatGeek by **December 9, 2022 (physical tickets need not be returned)**. To return your digital Tickets to SeatGeek, you must transfer the Tickets from your SeatGeek account to returns@seatgeek.com by using the “send” function located near your Ticket. Please see detailed instructions on transferring Tickets using your SeatGeek account [here](#). Please do not charge for the Tickets; this will be an unpaid transfer. Keep in mind that due to venue policies, your Tickets may not be in your SeatGeek 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 returns@seatgeek.com following the transfer instructions provided by such app. If given the option to include a note with your return, please include your order ID/number. If you run into any issues with this process, you may contact the SeatGeek customer service team for assistance by emailing quebec-settlement@seatgeek.com. Once you have returned your Ticket, please email quebec-settlement@seatgeek.com with your order ID/number so that SeatGeek 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 SeatGeek.

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 ten percent (110%) of the value of the Ticket(s) you purchased (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.), less the percentage withheld by the *Fonds d'aide aux actions collectives*, withholding will be credited to your SeatGeek 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 ten percent (110%) 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.), less the percentage withheld by the *Fonds d'aide aux actions collectives*, (ie, you will not receive a separate credit for each ticket that was bought in the same transaction). The credit is for one-time use only, meaning that if you use the credit on a future purchase that is less than the value of the credit, you forfeit the remaining balance and may not use the credit again. 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.), less the percentage withheld by the *Fonds d'aide aux actions collectives*, refunded to the original payment method you used to make your purchase within sixty (60) days from the Claims Deadline. No cheques will be issued by SeatGeek.

How long do I have to make a claim?

Act now! The Claims Deadline is **November 9, 2022**. Click here to make a claim: seatgeeksettlement.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 SeatGeek. 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 **approved by the Court** on July 26, 2022, and if you purchased in Quebec before March 11, 2020 at least one or more Tickets from SeatGeek to at least one or more events scheduled to take place after March 11, 2020, which events were subsequently either postponed or rescheduled, and you have not been granted a refund or a credit for such Ticket, your rights are affected by the Settlement.

The Class Action has been authorized by the Court and the Settlement has been **approved** 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 SeatGeek clients in Quebec.

Please read this notice carefully.

What was the purpose of the Class Action?

According to the Plaintiff, SeatGeek allegedly engaged in illegal conduct by modifying its "Buyer Guarantee" and Terms of Use and 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 SeatGeek, whose position is that they have complied at all times with all applicable legislation, including with respect to the modifications to its "Buyer Guarantee" and Terms of Use.

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 Settlement Website: seatgeeksettlement.ca.

You may also contact the Claims administrator for more information:

Velvet Payments

5900, avenue Andover, suite 1
Montréal (Québec) H4T 1H5
reglementseatgeek@velvetpayments.com

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

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

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