

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: **500-06-001311-246**

SUPERIOR COURT
(Class Action)

DAVID HAZAN

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS ULC
*et al.***

Defendants

DEFENDANTS' APPLICATION FOR LEAVE TO ADDUCE EVIDENCE
(Art. 574 C.C.P.)

**TO THE HONOURABLE SHAUN E. FINN, J.S.C., AS CASE MANAGEMENT JUDGE,
THE DEFENDANTS SUBMIT THE FOLLOWING:**

I. INTRODUCTION

1. The Defendants seek leave from this Honourable Court to adduce evidence relevant to the analysis of the allegations of the *Application for Authorization to Institute a Class Action* (the “**Application for Authorization**”) in relation to the class action authorization criteria.

II. THE PROCEDURAL CONTEXT

2. On June 3, 2024, the Plaintiff filed his Application for Authorization.
3. On February 14, 2025, the Defendants filed their *Application for Leave to Examine the Representative Plaintiff* (the “**Application to Examine**”). Through this application, the Defendants sought the usernames/email addresses used by the Plaintiff to make purchases on the Defendants' websites, as well as the Plaintiff's knowledge of any fraud or identity theft against him.
4. As explained in the Application to Examine, the “basic information [being sought] will allow the Defendants to review their records to analyze whether they will seek leave to adduce additional relevant evidence in order to provide the Court

with a complete set of necessary facts when making its determination on the Application.”

5. On March 18, 2025, the Plaintiff confirmed, through his counsel, that he was unaware of any fraud or identity theft against him and undertook to update the Court on any future fraud alerts. As a result of this undertaking, the Application to Examine became partly moot.
6. On December 6, 2025, the parties reached an agreement regarding the remaining aspects of the Application to Examine and advised the Court shortly thereafter.

III. THE PUTATIVE CLASS ACTION

7. Through his Application for Authorization, the Plaintiff wishes to institute a class action on behalf of the following class:

All persons in Canada:

- (i) whose personal or financial information held by the Ticketmaster and/or Live Nation Defendants was compromised in a data breach which occurred on or before May 20, 2024, or
- (ii) who received an email or letter from Defendants informing them of such data breach;

or any other Group(s) or Sub-Group(s) to be determined by the Court;

(the “**Class Members**”)

8. The Plaintiff contends that on May 20, 2024, unauthorized third parties gained access to, compromised and stole customer data of Ticketmaster and Live Nation users.
9. The proposed class action is predicated on various provisions of the *Civil Code of Quebec*, the *Charter of Human Rights and Freedoms*, the *Act Respecting the Protection of Personal Information in the Private Sector* (CQLR, ch. P-39.1), the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, c. 5) and the *Consumer Protection Act* (CQLR, ch. P-40.1).
10. On behalf of the Class Members, the Plaintiff is seeking the condemnation in solidarity of the Defendants for unquantified compensatory damages resulting

from the alleged loss of their information, as well as unquantified punitive damages.

11. As regards his personal right of action, the Plaintiff alleges having purchased event tickets on the ticketmaster.ca website, most recently in June 2022. In the context of his purchases, the Plaintiff alleges having provided unspecified personal and financial information to the Defendants.
12. Arguing that the Defendants failed to notify and protect him from fraud and identity theft, the Plaintiff alleges that he had to sign up for a recurring monthly subscription of the Equifax Canada Complete Premier credit monitoring services.

IV. THE RIGHT TO ADDUCE RELEVANT EVIDENCE

13. At the authorization hearing, this Court will analyze the allegations found in the Application for Authorization in view of the criteria provided at Article 575 C.C.P. and developed by jurisprudence. The Plaintiff's individual claim and his adequacy as the proposed class representative are among the main issues to be analyzed by this Court.
14. This Court is entitled to a complete, actual and precise disclosure of the facts with regards to the Defendants, including the applicable contractual documentation, rather than general and vague allegations that are unsupported by relevant documentary evidence. Furthermore, allegations are no longer accepted as averred if they are implausible or if disproved by the evidence in the record.
15. This Court will need sufficient evidence to assess the existence of a class of which the Plaintiff is a member and an adequate representative, to determine whether there is an arguable case, and whether it raises issues common to the class as a whole.
16. At the authorization hearing, the Defendants are entitled to a full and complete defence in this regard.
17. Article 574 C.C.P. empowers this Court to authorize the presentation of appropriate evidence relevant to the analysis of the conditions set out in Articles 574 and 575 C.C.P., including the filing of relevant evidence.

V. THE EVIDENCE TO BE ADDUCED

18. In light of the foregoing, the Defendants hereby seek leave to adduce the following evidence:

- a) The Website Terms of Use, last updated on January 1, 2021, governing the Class Members' use of ticketmaster.ca, among other websites, communicated herewith as **Exhibit D-1**;
 - b) The Purchase Policy, last updated on January 1, 2021, applicable to any purchase made on ticketmaster.ca, among other websites, communicated herewith as **Exhibit D-2**;
 - c) The Privacy Policy, in its version in force in June 2022, applicable to any purchase made on ticketmaster.ca, among other websites, communicated herewith as **Exhibit D-3**.
19. These three documents contain the contractual terms pertaining to the purchases made by Class Members on ticketmaster.ca.
20. The Plaintiff has filed another version of the Privacy Policy as Exhibits P-5.1 and P-5.2. As appears from these exhibits, however, the version filed was in force in 2024, whereas the Plaintiff alleges having last made a purchase on ticketmaster.ca in June 2022 (Application for Authorization, par. 42).
21. The contractual documentation applicable to the putative claims of Class Members is among the types of evidence most commonly authorized pursuant to Article 574 C.P.C. It is also trite law that the filing of the correct version of the contractual documentation should be authorized.
22. This Application is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Application;

AUTHORIZE the Defendants to adduce the following evidence:

- a) The Website Terms of Use (Exhibit D-1);
- b) The Purchase Policy (Exhibit D-2); and
- c) The Privacy Policy (Exhibit D-3).

THE WHOLE without costs, unless contested.

Montréal, April 1, 2026

Blake, Cassels & Graydon L.L.P.

BLAKE, CASSELS & GRAYDON LLP

Attorneys for Defendants

(Court Code: BB-8098)

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1414-6362-0635.2

EXHIBIT D-1

Navigate to...



Ticketmaster Help > My Account > Policy & Security

MY ACCOUNT

Profile, policy and security info

Terms of Use

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Last Updated: January 1, 2021

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We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

While some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old.

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An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. **You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness**—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against Ticketmaster, Live Nation, and the Event Organizer (as defined in our [Purchase Policy](#)) and against any companies affiliated with Ticketmaster, Live Nation, or the Event Organizer—relating to such risks, hazards, and dangers.

Account Registration

You may browse the Site without registering for an account. You will be required to register for an account to use certain features of the Site, such as purchasing a ticket. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the Site for any reason.

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You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;
- Order a number of tickets for an event that exceeds the stated limit for that event;
- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer; or
- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

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The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site, and all tickets obtained from the Site, (collectively, the "Content") are owned by us or our licensors. We own a copyright and, in many instances, patents and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

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- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of our site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
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- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, tm ticket cash™, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the Site in any 24-hour period, whether alone or with a group of individuals;
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We may host fan reviews, message boards, blog feeds, social media feeds and other forums found on the Site (collectively, "Forums"), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

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Statements, opinions and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site and these Terms or, if the person is a minor, the written permission of the minor's parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party, and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

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We cannot prohibit minors from visiting our Site, and must rely on parents and guardians to decide what materials are appropriate for children to view and purchase. There are parental control protections (such as computer hardware, software or filtering services) available that may assist you in limiting access to material that is harmful to minors.

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In addition to these Terms, sweepstakes, contests, games or other promotions (collectively, "Promotions") made available through the Site may have specific rules that are different from these Terms. By participating in a Promotion, you will become subject to those rules. We urge

you to review the rules before you participate in a Promotion. Promotion rules will control over any conflict with these Terms.

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We offer browsing and mobile messaging services which may include alerts, Promotions and offers for products. You may choose to receive mobile alerts by signing up or participating in a Promotion. If you do, you authorize us to use automated technology to send messages to the mobile phone number you supply when you sign up. Your consent to receive mobile communications is never required in order to purchase something from us. You may receive up to 8 messages per month.

Message and data rates may apply, according to your rate plan provided by your wireless carrier. We will not be responsible for any text messaging or other wireless charges incurred by you or by a person who has access to your wireless device or telephone number. You may not receive our alerts if your carrier does not permit text alerts. Your carrier may not allow you to use pre-paid phones or calling plans to receive alerts. We may send you a bounce back message for every message you send to us. Service may not be compatible with all wireless carriers or devices.

You may opt out of any alerts by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If you opt out by sending us a text message, we will send you a text to confirm your request. If you do not want to receive a confirmation text message, you may opt out by sending an email to texthelp@livenation.com with your request and mobile device number. It may take us up to 10 days to remove your mobile device number from our database. For additional help, text "HELP" to the shortcode provided or email texthelp@livenation.com.

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Mobile Device Application

If you install or use our mobile application, software and services, including any accompanying documentation (collectively, "App"), we grant you a limited right to install and use the App on a single authorized device located in Canada and its territories or in another country where we may offer the App. You may use the App for your personal, non-commercial and entertainment purposes only. We do not grant you any rights to any related documentation, support, upgrades, maintenance or other enhancements to the App. We will not provide you with any device, internet access or wireless connection to use the App. We are not responsible for any interaction

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We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and we will not be required to make the Site or your account or any related information available to you. We may also cancel any ticket or merchandise order, and tickets or merchandise acquired through your order. We may refuse to honor pending and future purchases made from all accounts we believe may be associated with you, or cancel a ticket or ticket order associated with any person we believe to be acting with you, or cancel your ticket postings, or exercise any other remedy available to us.

You agree that your abusive use of the Site may cause damage and harm to us, including impaired goodwill, lost sales and increased expenses. You also agree that monetary damages for your abusive use of the Site are difficult to determine and that if you, or others acting with you, request more than 1,000 pages of the Site or make more than 800 reserve requests on the Site in any 24-hour period, you, and those acting with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents (\$0.25) for each page request or reserve request made during that 24-hour period which exceeds those limits.

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If anyone brings a claim against us related to your use of the Site, the Content, your User Content or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, Event Organizers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;
- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a court located within Toronto, Ontario, and we both consent to the jurisdiction of that court for such purposes; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us may be commenced only in a court located within Ontario, Toronto, and we both consent to the jurisdiction of that court for such purposes.

The arbitration agreement in these Terms is governed by the Canada Commercial Arbitration Act (CAA), including its procedural provisions, in all respects. This means that the CAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below.

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Live Nation Entertainment, Inc., 1 Blue Jays Way, Gate 3, Level 100, Toronto, ON M5V 1J3, Attn: Legal. You may download the forms located at <http://www.jamsadr.com/rules-download-rules>. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com/rules-download-rules> or by calling (416) 861-1084. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

You agree that these Terms will be governed by and construed in accordance with Ontario law to the fullest extent possible. However, if your dispute is regarding the re-sale of a ticket for any event located in Illinois, then these Terms will be governed and construed in accordance with the laws of Illinois, without regard to conflict or choice of law rules, and you consent to personal jurisdiction, and agree to bring all actions, exclusively in Chicago, Illinois. If you have an inquiry regarding a ticket re-sale transaction made for any event located in Illinois, please contact us at 550 W. Van Buren Street, 13th Floor, Chicago, Illinois 60607 or (877) 446-9450.

No Reliance and Forward-Looking Statements

The information contained on the Site may not be current and should not be used or relied on for any investment decision regarding our securities or for any similar purpose. We file annual, quarterly and current reports, proxy statements and other information with the United States Securities and Exchange Commission ("SEC"). Copies of our filings are available at the Investor Relations section of this Site and also at the SEC's website at www.sec.gov.

Statements on the Site regarding our financial condition, results of operations and business and our expectations or beliefs concerning future events that are not historical facts are "Forward-Looking Statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Use of the words "believes," "expects," "anticipates," "plans," "estimates" or words of similar meaning is intended to identify Forward-Looking Statements but is not the exclusive means of identifying such statements. We caution you that there are some known and unknown factors that could cause actual results to differ materially from any future results, performance or achievements expressed or implied by such Forward-Looking Statements, including but not limited to economic, competitive, governmental and technological factors affecting our operations, markets, products, services and prices, as well as the risks and uncertainties set forth in the documents we file with the SEC, specifically the section titled "Item 1A. Risk Factors" of our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. We do not undertake any obligation to publicly update or revise any Forward-Looking Statements because of new information, future events or otherwise.

Questions

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Live Nation Entertainment, Inc.

123 Front Street West, Suite 1100 Toronto, ON M5J 2M2

+1 (855) 985-4357

[Email](#)

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Yes

No

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EXHIBIT D-2

Navigate to...



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MY ACCOUNT

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Purchase Policy

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Last updated: January 1, 2021

Our goal is to make your purchasing experience easy, efficient, and equitable, so we can get you on your way to live events as quickly as possible. The following policy is designed to ensure your satisfaction and understanding of the purchase process on our sites and mobile applications, including without limitation www.ticketmaster.com, www.livenation.com, www.ticketmaster.ca, and www.ticketexchangebyticketmaster.com (collectively, the "Site"). This Purchase Policy applies to any purchases on our Site made on or after January 1, 2021, including any primary ticket sales and ticket resale transactions, such as Fan-to-Fan. Please also review our [Terms of Use](#), which govern your use of our Site, and your purchase, possession, or use of any Live Nation or Ticketmaster tickets, products, or services. If you have any questions, please [contact us](#).

1. Currency

All ticket prices for events that occur in the United States are stated in U.S. Dollars. All ticket prices for events that occur in Canada are stated in Canadian Dollars.

2. Payment Methods

We accept several methods of payment to accommodate your needs, including (among others) American Express, Visa, MasterCard, Discover, and, for qualifying events, Ticketmaster and Live Nation gift cards and/or Ticketmaster Ticket Cash® and Live Nation Concert Cash®.

3. Who You Are Buying From

We act as the agent to those who provide events, such as artists, venues, teams, fan clubs, promoters, and leagues (the "Event Organizer"). We generally sell tickets on behalf of the Event Organizer, though, in some rare instances, we may own a small number of tickets as part of our services contract with the Event Organizer. When you purchase a ticket for an event that is located in the United States, Ticketmaster LLC will be handling the transaction and collecting payment for the Event Organizer. When you purchase a ticket for an event that is located in Canada, Ticketmaster Canada Ltd. will be handling the transaction and collecting payment for the Event Organizer.

If you purchase a resale ticket through our Site, you will be purchasing that ticket from either (a) a reseller who is not an Event Organizer, such as other fans, season ticket holders, or professional resellers, or (b) in limited circumstances, the Event Organizer. Tickets that are obtained from unauthorized sources, and not directly through our Site, may be lost, stolen, or counterfeit, and, if so, are void.

4. Pricing and Availability

We sell tickets on behalf of Event Organizers, which means we do not set the ticket prices or determine seating locations. Event Organizers typically set the face price of their tickets. Tickets are generally sold through several distribution points, including websites, apps, and box offices. Most distribution points generally access the same ticketing system and inventory; therefore, tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. However, we do not control this inventory or its availability. Check out our [FAQs](#) section for more information on ticket availability.

Similarly, we facilitate third party ticket resale transactions, but do not set the ticket prices or determine seating locations of those resale tickets. Please be aware that resale tickets are often posted for sale on our site at prices that are higher than their original prices. **THE PRICE THAT YOU PAY FOR RESALE TICKETS MAY THEREFORE BE SUBSTANTIALLY HIGHER THAN THE FACE VALUE PRINTED ON THE TICKETS.**

Further, with respect to resale tickets purchased from the Site: Market prices are subject to change at any time prior to Order Confirmation, and we do not guarantee that you will be able to purchase the tickets for the prices shown on our Site, or that such tickets will be available, until Order Confirmation. We are not responsible for any typographical or system errors within the inventory listed for sale. If an error is found while processing your order, you will be notified of the error and a substitution will be made when available, at no additional cost, or we will issue a refund. Please check your tickets carefully once they arrive, and please [contact us](#) if you have any questions regarding the tickets you received. We may charge fulfillment, shipping, service, or other fees for using our services. We may change such fees at any time, including after you post your tickets.

5. Order Confirmation and Processing

Your order is confirmed when we send you a confirmation, in the form of a confirmation page or email ("Order Confirmation").

If you do not receive an Order Confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is

your responsibility to confirm via your account whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

With respect to resale ticket purchases from TicketExchangebyTicketmaster.com: Immediately after you submit your request for tickets, we will send you an email notifying you that we have received your request. This does not confirm ticket availability or prices. It only indicates that we have received your request for those tickets, and have begun the process of seeking to secure the requested tickets. Once the requested tickets have been secured by us, your credit card or other method of payment used at time of purchase will be charged, and we will send an Order Confirmation confirming that your request has been finalized, and that we have purchased the tickets on your behalf. You should also receive a copy of your invoice. In some instances, where the electronic ticket is not yet available, the delivery update acts as your confirmation until the ticket is delivered. Your order may be finalized even if you do not receive an Order Confirmation, finalized invoice, or updated status email from us. If you have not heard from us, or have only received a confirmation that we received your ticket request, please [contact us](#) to check on your order. NEVER make an assumption about the status of your order because you have not been contacted by us. Orders cannot be canceled due to problems with receipt of emails.

6. Service Fees, Order Processing Fees, Taxes, and Shipping Charges

Tickets purchased on our Site are typically subject to, among other possible fees, a per ticket service fee and a per order processing fee. In some instances, you may be able to purchase tickets directly from the venue box office without paying our service fee. We collect tax as required by state and local laws. We may display the tax separately or include it in the total service fee amount. In many cases, you may need to pay a shipping or delivery fee. Any shipping or delivery charges are calculated based on delivery location and shipping method. Please note that the delivery fee, as well as the order processing fee, may not reflect the actual cost to deliver or process your order, and in some cases, these fees may include a profit to Ticketmaster.

Resale tickets are also typically subject to a per ticket service fee and a per order processing fee. Per state and local laws, some resale tickets are subject to tax, which we either display separately or include in the total service fee amount. Service fees and order processing fees may be subject to change.

7. Number of Tickets or "Ticket Limits"

When purchasing tickets on our Site, you are limited to a specified number of tickets for each event (also known as a “ticket limit”). This ticket limit is posted during the purchase process and verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Each account must be linked to a unique individual, and must contain valid and verifiable information. Multiple accounts may not be used to circumvent or exceed published ticket limits. If you exceed or attempt to exceed the posted ticket limits, we reserve the right to cancel, without notice, any or all orders and tickets, in addition to prohibiting your ticket purchasing abilities. Any tickets canceled due to violating the posted ticket limit may be refunded at face value (excluding fees). This includes orders associated with the same name, e-mail address, billing address, credit card number, or other information.

8. Ticket Transfer

Ticket Transfer is a safe and easy way to transfer (send) tickets digitally to another person. If your tickets are eligible for transfer, you can send them to friend or family member from your online account. If you are a Ticket Transfer recipient, meaning someone you know and trust is transferring their tickets to you, you will be able to accept them in your online account. More information can be found in our [Ticket Transfer FAQ](#).

Once a recipient accepts a Ticket Transfer, a new barcode is issued and the sender’s tickets are invalid. If a ticket has been transferred multiple times, only the ticket from the last transfer will be valid for event entry. All previous ticket barcodes will be invalidated.

The sender can modify or cancel a Ticket Transfer before the recipient accepts the transfer, not after. Please note that we may cancel transferred tickets, at any time, if we determine that they were obtained fraudulently or otherwise in violation of our policies; therefore, it is important that you know and trust the individual transferring tickets to you before accepting them.

Recipients can choose only Mobile or Print-at-Home delivery (if the event offers it). All merchandise, VIP package elements, fan club memberships, and ticket insurance originally purchased or included with the ticket are not transferable. Ticket insurance will not apply to transferred tickets.

If an event is canceled, postponed, rescheduled or moved, and refunds are approved by the Event Organizer, only the original purchaser—i.e., the person who purchased the tickets at issue directly from our Site—will be eligible for any available refunds or credits.

For canceled events, the original purchaser will receive any available refund (or may take advantage of an optional credit offer, if available), and no additional action is needed from the recipient of the transferred tickets.

For postponed, rescheduled, or moved events, recipients of the transferred tickets will need to transfer the tickets back to the original purchaser in order for the original purchaser to take advantage of any available refund and/or credit options. Once the tickets have been transferred back to the original purchaser, the original purchaser will need to contact Fan Support to complete their request.

Please see the [Canceled, Postponed, Rescheduled and Moved Events section](#), below, for more information on when refunds and/or credits may be available.

Please note that recipients of any transferred tickets are not eligible for any available refunds or credits, because the transfer recipient did not purchase tickets directly from our Site. If you purchased a resale ticket from some other source (i.e., not through our Site), and that ticket was then transferred to you, you will need to reach out to your original point of purchase for any refund and/or credit options, if available.

9. Opening Acts / Festival Acts

Opening acts, guests, or undercards (each an "Opening Act") may sometimes tour with headlining performers. We are not always made aware of Opening Acts or the length of their performances. Opening Acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an Opening Act or festival performer is changed or canceled.

10. Canceled, Postponed, Rescheduled, and Moved Events

Occasionally, events are canceled, postponed, rescheduled to a different date or materially different time, or moved to a different venue:

If the event is canceled: no action is required to obtain a refund; we will issue a refund to the original method of payment used at time of purchase, once funds are received from the Event Organizer. In some cases, the Event Organizer may also give you the option to choose either a credit or a refund; if so, we will send you a notification explaining your options, and how to submit a request for a credit.

If you have sold your tickets for the canceled event through Ticketmaster.com, Ticketmaster.ca, or Livenation.com (i.e., you resold your tickets through one of those sites, and you've been paid for them), your credit card on file will be charged to refund the buyer of your tickets and, if successful, the tickets will be placed back on your account. Then, you'll receive a refund for your original purchase (to the original method of payment used at the time of that purchase) once funds are received from the Event Organizer. No action is required for you to receive the refund.

In some cases, the Event Organizer may also give you the option to choose either a credit or a refund; if so, we will send you a notification explaining your options, and how to submit a request for a credit.

If the event is postponed, rescheduled, or moved: your ticket(s) (including any additional add-ons or upgrades, such as parking) are still valid, and no further action is required. However, the Event Organizer may approve refunds, or the option to choose between a refund or a credit, for the event; any refund and/or credit policies are determined on an event-by-event basis by the Event Organizer, and may be subject to limitations set by the Event Organizer. If the Event Organizer approves refunds and/or credits, we will send you a notification explaining your options, and you may submit a request for a refund or credit. Alternatively, you may simply keep your ticket(s) to the postponed, rescheduled, or moved event.

If you have sold your tickets for the postponed, rescheduled, or moved event through Ticketmaster.com, Ticketmaster.ca or Livenation.com (i.e., you resold your tickets through one of those sites, and you've been paid for them), your tickets will be returned to your account if: (1) the Event Organizer has authorized refunds, and (2) the buyer has requested a refund. Should this occur, your credit card will be charged to refund the fan who purchased your tickets. If successful, the tickets will be placed back on your account, and you may have the option to request a refund or credit, keep your tickets for the event, or, if available, repost your tickets for sale. Please note that any refund and/or credit policies are determined on an event-by-event basis by the Event Organizer, and may be subject to limitations set by the Event Organizer.

If your event is canceled, postponed, rescheduled, or moved, we will attempt to contact you to update you on the status of the event, and inform you of any refund, credit, or exchange procedures. For exact instructions on any particular canceled, postponed, rescheduled, or moved event, please check the event information online and in your account (which will include the most current information on the status of the event), or [contact us](#).

We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled, postponed, rescheduled, or moved event.

Special note about tickets purchased from TicketExchangebyTicketmaster.com: As we are not able to recover our costs on the tickets that we acquired for you, we are unable to offer customers refunds on postponed, rescheduled, or moved events (with limited exceptions, to be determined by the Event Organizer on an event-by event basis).

Special note about tickets purchased for Major League Baseball games and the US Open: All event refund, credit, and/or exchange policies for MLB games and the US Open—including for

canceled, postponed, rescheduled, or moved events—are subject to policies set for by the Event Organizer, and are determined on an event-by-event basis by the Event Organizer.

Special note about hard stock, third-party resale tickets: If you purchased hard stock, third-party resale tickets from our Site, and those tickets were sent to you via [expedited](#) delivery, they must be returned to us (at the address below) before we can process your refund. We recommend that you send the tickets via certified mail or any carrier that provides proof of delivery. Once we receive the tickets, we'll reroute them to the seller so they can be refunded by the original ticket provider. Please send your printed tickets to:

Third-Party Resale Fan Support
[Event Name] Refund
707 Virginia Street E
Suite #170
Charleston, WV 25301

11. Refunds, Credits, and Exchanges

All sales are final and refunds are only allowed in limited circumstances, as explained in this section and the [Canceled, Postponed, Rescheduled and Moved Events section](#) above. Before purchasing tickets, carefully review your event and seat selection. Policies set forth by Event Organizers generally prohibit us from issuing exchanges or refunds after a ticket has been purchased, or for lost, stolen, damaged, or destroyed tickets. Tickets therefore cannot be replaced if they are lost, stolen, or damaged.

Refunds. If your event is eligible for refunds and funds have been received from the Event Organizer, we will issue a refund of the ticket price you paid (or, for a discounted ticket, then instead the discounted ticket price paid), any service fees, and any additional add-ons or upgrades (such as parking). In no event will expedited shipping charges, merchandise purchases, Fan Club membership fees, or any other amounts be refunded.

If a refund is issued, it will be processed to the original method of payment used at time of purchase. We cannot issue a refund to a different credit or debit card (this includes refund requests made through the self-service option). If your credit card or debit card number has changed, but is for the same account (e.g., a new card has been issued for the same account), the refund will be processed to that account.

For any ticket insurance refunds, please contact the [insurance provider](#).

Please note that seating maps are representative of a venue's layout; however, they are subject to change at any time, and refunds are not allowed if the seating map is updated, if additional seats / rows are added, or if seats change as a result of a venue change after purchase.

We may occasionally offer tickets at a discount after the original on-sale date, and will not refund the difference between the original price and the sale price. In addition, there are no refunds, returns, or exchanges for digital downloads or hotel / festival packages.

If there is an account, or accounts, that have outstanding balances owed to Ticketmaster, Ticketmaster reserves the right to hold any and all refunds for said accounts until such time as no outstanding balances remain.

Credits. The Event Organizer may provide the option to request a credit for canceled, postponed, rescheduled, or moved events; if so, we will send you a notification, and you can submit a request for credit in your account. Credits are provided by the Event Organizer, and not by Ticketmaster. Credits may be applied toward the purchase of eligible event tickets and ancillary purchases (such as parking) at the same venue (or, in some cases, at one of a number of venues designated by the Event Organizer) during the timeframe specified by the Event Organizer. Credits cannot be used for resale tickets, third-party tickets, ticket insurance, or gift cards. The Event Organizer will determine which future events, venues, and ancillary purchases are eligible, as well as the amount of the credit (including any potential promotional amount). The amount of the credit will always include at least 100% of the price of the original ticket(s), plus fees and taxes. The amount of the credit will not include any additional add-ons or upgrades included in your original purchase (such as parking), which will be refunded to your original method of payment used at time of purchase. Once you've requested to receive credit and we've verified your order is eligible for credit, we'll send you a credit code which you can use for eligible purchases, along with instructions for redeeming that credit. Please note that credits typically have an expiration date, and must be used before that date. The email that you received with your credit code will contain the expiration date for your credit; you can also find the expiration date in your online account, under "Gift Cards & Codes."

Credits are non-transferable, may not be sold, are not redeemable for cash, and may not be combined with other promotions. Credits may not be applied to previously placed orders and may not be redeemed to purchase tickets for the same event as the tickets in your original purchase for which you accepted the credit.

Please note that, if the Event Organizer offers you a choice of either a refund or a credit, you cannot get a partial refund; whatever selection you make (i.e., refund or credit) will apply to your entire order, and cannot be split between refund and credit. **Any and all requests for a refund or credit are final and cannot be changed once initiated.**

For more information on refunds or credits for events that were canceled, postponed, rescheduled, or moved due to the COVID-19 pandemic, please see the [Terms Regarding Certain Canceled, Rescheduled and Postponed Events \(COVID-19\)](#).

Exchanges. For many events, certain tickets may be exchanged for tickets from us of equal or higher price. A per ticket exchange fee may apply. Exchanges are not available for: (a) tickets purchased through resale, (b) VIP and other premium tickets, or (c) tickets purchased with additional related items and/or bundled products, or (d) tickets for events that are less than 24 hours away.

Merchandise. All merchandise purchases are final, and in no event will there be refunds, exchanges, or credits for merchandise purchases.

Chargebacks and Other Refund Prohibitions. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one by the Event Organizer, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card or other method of payment you used to purchase tickets from the Site. Should you do so, your tickets are subject to immediate cancellation, and we may, in our sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit future purchases from all persons in whose name the credit card accounts exist, and from any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

Special note about resale tickets purchased from TicketExchangebyTicketmaster.com: except for canceled events (as explained in [Canceled, Postponed, Rescheduled and Moved Events](#), above), there are no refunds, exchanges, or cancellations once a request is submitted to us. This policy is in place because, when you place your ticket request on TicketExchangebyTicketmaster.com, we attempt to secure and acquire those tickets for you from a ticket seller and are not able to recover our costs. To be clear: if we have provided you with an Order Confirmation email for your TicketExchange purchase, even though you may have not received your requested tickets, we have already committed to acquiring and securing those tickets for you. **Please order tickets only after you are certain you want them.**

12. Special Refund Provisions Applying to Resale Ticket Purchases for Events in Illinois or New York

The following applies only to resale tickets to Illinois events: If you purchase resale tickets to an event located in Illinois, you will receive a refund of the amount you paid for that resale ticket if: (a) the ticketed event is canceled (in which case you will not receive a refund of any shipping or delivery fees); (b) that ticket does not allow you to enter the ticketed event for reasons that may include, without limitation, that the ticket is counterfeit or has been canceled by the issuer due to non-payment, unless the ticket is canceled due to an act or omission by you; (c) the ticket fails to conform to its listing description; or (d) you failed to receive that ticket.

The following applies only to resale tickets to New York events: If you purchase a resale ticket to an event located in New York, you will receive a refund of the amount you paid for that resale ticket if: (a) the ticketed event is canceled (in which case you will not receive a refund of any shipping or delivery fees); (b) that ticket does not allow you to enter the ticketed event for reasons that may include, without limitation, that the ticket is counterfeit or has been canceled by the issuer due to non-payment, or that the event described on the ticket was canceled for any reason prior to purchase of the resold ticket, unless the ticket is canceled due to an act or omission by you; or (c) that ticket fails to conform to its listing description, unless you have pre-approved a substitution of tickets.

13. Account, Order, and Billing Information Verification

All information on accounts and orders must be valid and are subject to verification. Orders are subject to credit card approval, and are processed only after the billing address associated with your credit card and other billing information have been verified. Orders that are placed, or attempted to be placed, using an account with any information that is found to be false, misleading, incorrect, or incomplete, or that cannot be verified as belonging to the account holder—such as name, address, email address, phone number, IP address, or other account or billing information—are subject to cancelation, at any time. Furthermore, if your order is canceled for any of the foregoing reasons, we may sell your tickets to another customer without further notice.

14. Delivery Options

Different combinations of delivery methods may be offered, depending on a number of factors—including (but not limited to) the venue or country where the event is to be held, the country in which you live, whether the event is in person or virtual, how much time is left before the event starts, whether it is a holiday season, and the nature of the demand for the event. Delivery options are determined by the Event Provider and can vary from event to event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, we

can only ship tickets to the billing address on file with the method of payment that is used for your purchase.

Generally, some of the following delivery methods may be offered:

- [Mobile](#) - for events that occur in the United States or Canada.
- [US Mail](#) - for events that occur in the United States or Canada, but only if you place your ticket order such that there is enough time for you to receive the tickets (which will be shipped via USPS First Class Mail) prior to the date of the event. For this reason, we don't offer US Mail delivery within 10 days of an event date. If the event is in the United States, then you will only be able to use this delivery method if you have a United States or Canadian billing address.
- [Print-at-Home](#) - for events that occur in the United States or Canada.
- [Will Call](#) - for events that occur in the United States or Canada.
- [Courier Delivery](#) - for events that occur in Canada, but only for purchasers who use a Canadian billing address.
- [Expedited Delivery](#) - for events that occur in the United States, but only for purchasers who use a United States billing address.
- [Shipping to APO/FPO Addresses](#) - for events that occur in the United States, tickets can be delivered to an Armed Forces billing address via US mail. You may also choose other delivery options available for your event. Orders shipped via [expedited](#) delivery cannot be delivered to a P.O. Box or APO/FPO address.

Special note about delivery of tickets purchased from TicketExchangebyTicketmaster.com:

TicketExchange offer two types of ticket listings: (a) tickets that are marked as available for instant delivery (typically emailed within minutes of placing your order); and (b) tickets that are owned by the reseller, but that are not available for immediate delivery (a specific delivery date is noted in the listing).

15. Pricing and Other Errors

If the amount you pay for a ticket is incorrect (regardless of whether it is incorrect because of an error in a price posted on the Site or otherwise communicated to you), if you are able to order a ticket before its scheduled on-sale or presale date, or if you are able to order a ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or

the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether the error occurred because of human error or a transactional malfunction of the Site or other Ticketmaster operated system. We will not be liable for travel or any other expenses that you, or anyone else, incurs in connection with errors of this nature. If a refund is processed in error, or a refund exceeds the original amount paid, we reserve the right to recharge the original method of payment used at time of purchase.

16. Multiple Browser Windows

When ordering tickets online with us, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets, errors occurring during the purchase process, or timer expiration.

17. Limitation of Liability

Balls, pucks, and other objects may fly into the spectator area during an event. Despite spectator shielding, injury can occur. Stay alert at all times before, during, and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners, and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change. Please see the Limitation of Liability section in the [Terms of Use](#) for additional limits on our liability.

You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against Ticketmaster, Live Nation, and the Event Organizer—and against any companies affiliated with Ticketmaster, Live Nation, or the Event Organizer—relating to such risks, hazards, and dangers.

18. License; Ejection and Cancellation; No Redemption Value

You agree to comply with all of the Event Organizer's applicable rules, policies, terms, and conditions ("Event Organizer Rules"). The Event Organizer reserves the right, without refund of

any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language, or who fails to comply with Event Organizer Rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused. A ticket is not redeemable for cash.

19. Recording, Transmission and Exhibition

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us, the Event Organizer(s), our partners, licensees and assigns, including but not limited to our brand and media partners, to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf. In the case of virtual events, you may view the virtual event solely for your own personal purpose. You may not record, copy, publicly exhibit, transmit, or distribute any virtual event through any means, resell views of any virtual event, or allow others to log into your account for the purpose of watching a virtual event.

20. You Are Subject to Search

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation: firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

21. Unlawful Resale of Tickets; Promotions

Unlawful resale (or attempted unlawful resale) of tickets, including but not limited to counterfeit or copy of tickets, is grounds for seizure and cancelation without compensation. Certain maximum resale premiums and restrictions may apply in some states, and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or

deny ticket purchasing privileges to anyone that we determine to be, or to have been, in violation of our policies. Because we do not guarantee the authenticity of tickets purchased from any non-authorized third party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through us, through authorized partners, or from the venue box office to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.

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EXHIBIT D-3

[POLICY & SECURITY](#)
[/S/TOPIC/0T00A00000KWTFG...](#)

Ticketmaster Privacy Policy

Article

Ticketmaster Privacy Policy

Effective October 23, 2013 (last updated April 19, 2022)

Privacy. Your Data. Your Trust.

This Privacy Policy applies to the sites and apps where it appears.

This Policy describes how we treat personal information we collect both online and offline. This includes on our websites or in our apps. It also includes at our box offices or in phone or email interactions you have with us.

Our Privacy Notice has been designed with you in mind. How the notice applies to you will depend on the way in which you interact with us. For example, if you:

1. purchase a ticket from us, we will use the information you provide us to fulfill our obligations to you in delivering that service, and, where permitted, keep you up to date about other events that may be of interest to you; and
2. when you browse our sites, we use cookies to tailor your experience and hopefully provide you with a seamless experience.

Your choices and rights under each scenario are explained in more detail below. Click on "Learn More" under each icon for more information or scroll down to read the full policy.



What Information We Have & Where We Get It

We collect and store different types of information about you when you create an account, buy tickets, contact us, and use our websites, apps and social media.
[Learn More](#)



How We Use Your Information & Why

We collect and use your information for lots of reasons such as helping you get into the shows you love, sharing news, for marketing and as otherwise required by law.

[Learn More](#)



Who We Share Your Data With & Why

We may share your information with the event providers as well as other third parties associated with the service provided.

[Learn More](#)



Your Choices & Rights

Among other rights, you can choose whether to receive marketing from us. You also have the right to access the information we have about you.

[Learn More](#)



Looking After Your Information

We take steps to try to make sure your information is protected and to delete it securely when we no longer need it.

[Learn More](#)



Contact Us

If you have any questions or feedback about this notice, or how we handle your information, get in touch with us.

[Learn More](#)

What Information We Have & Where We Get It

We collect information from and about you.

Contact and billing information. When you create an account, buy a ticket or have a ticket transferred to you by a friend, we will collect your contact and billing information, such as your name, street address, zip code, email, phone number and credit card number.

Information you post. We collect information you post in a public space on our website or on a third-party social media site.

Demographic information. We might collect information like your age range, race, or gender, or information about events you like or products you buy. We might collect this as part of a survey, for example.

Accessibility Information. We may collect details of your health requirements if you have accessibility requirements when attending events.

Other information. If you use our website or apps, we may collect information about the browser and device you're using, your IP address, your location, the site you came from, the site you visit when you leave us, and how you used or didn't use our site or app. We may collect this using technology such as GPS and Wi-Fi.

We collect information in different ways.

We collect information directly from you. For example, if you buy tickets or register for a promotion. We also collect information if you post a comment on our websites or ask us a question.

We collect information from you passively. We use tracking tools like browser cookies and web beacons. To learn more about these tools and to control them, please click [here \(https://help.ticketmaster.ca/s/article/AdChoices?language=en_US\)](https://help.ticketmaster.ca/s/article/AdChoices?language=en_US).

We get information about you from third parties. For example, if you use a social media feature within our websites or apps or post to a social media platform, the social media site will give us some information about you.

How We Use Your Information & Why

We use information as disclosed and described here.

We use information to provide you with products and services. We use your information to process your order and provide you with customer support. This includes sending you emails about your account or a ticket purchase. We might also contact you about this policy or our website terms.

We use information to respond to your requests or questions. For example, we might use your information to confirm your registration for an event or contest. You may give us your friend's information, for example via our referral service to tell a friend about our website or to purchase a gift card. We will only use your friend's information to provide services you requested. Your friend may contact us at privacy@livenation.com (<mailto:privacy@livenation.com>) to ask us to delete their information.

We use information to improve our products and services. We might use your information to customize your experience with us. This could include displaying content based upon your preferences. We may use your information to conduct market research and analysis to make our website and products better. We may combine information we get from you with information about you we get from third parties.

We use information for security purposes. We use information to protect our company, our customers, or our websites. This includes to detect or prevent unlawful behavior.

We use information for marketing purposes. For example, we might send you information about special promotions or offers. We might also tell you about new features or products. These might be our own offers or products, or third-party offers or products we think you might find interesting. Or, for example, if you buy tickets from us we'll enroll you in our newsletter. To learn about your choices for these communications, read the [choices section](#) below.

We may also use push notifications on our mobile apps. We may use push notifications and your location information in our apps to send you alerts regarding local events.

We use information as otherwise permitted by law or as we may notify you. We keep your information as long as it is necessary or relevant for our business. We also keep information to resolve disputes, enforce our agreements and otherwise required by law.

Who We Share Your Data With & Why

We may share information with third parties.

We will share information within the Live Nation family of companies. This may include Ticketmaster and Live Nation-owned or operated venues, for example.

We will share information with third parties who perform services on our behalf. For example, we share information with vendors who help us manage our IT infrastructure or who fulfill your purchases. Some vendors may be located outside of the United States.

We will share information with our business partners. This includes a third party who provides an event such as the artist, promoter or team, or sponsors an event, or who operates a venue where we hold events. Our partners use the information we give them as described in their privacy policies, which may include sending you marketing communications. You should read those policies to learn how they treat your information.

We will share information with third parties who sell products or services to you. We will disclose your information to a ticket buyer or seller for order fulfillment purposes if you buy or sell tickets via our resale platform, or with a third party who provides you with ticket insurance or merchandise, for example.

We may share information if we think we have to in order to comply with the law or to protect ourselves. For example, we will share information to respond to a court order or subpoena. We may also share information if a government agency or investigatory body requests it. Or, we might also share information when we are investigating potential fraud.

We may share information with any successor to all or part of our business. For example, if part of our business is sold we may give our customer list as part of that transaction.

We may share your information for reasons not described in this policy. We will tell you before we do this.

Your Choices & Rights

You have certain choices about how we use your information.

You can opt out of receiving our marketing emails. To stop receiving our promotional emails, click [here \(https://www.ticketmaster.ca/member/edit_subscriptions?tm_link=mytm_myacct_EmailPref\)](https://www.ticketmaster.ca/member/edit_subscriptions?tm_link=mytm_myacct_EmailPref) or follow the instructions in any marketing email you get from us. You can also change your preferences in your account. It may take about ten days to process your request. Even if you opt out of getting marketing emails, we will still be sure to send you transactional messages. For example, we may still contact you about your orders.

You can modify information you have given us. To correct or delete information or update account settings, log into your account and follow the instructions. We make changes as soon as we can. This information may stay in our backup files. If we cannot make the changes you want, we will let you know and explain why. If you contact us requesting access to your information, we will respond within 30 days.

You can control cookies and tracking tools. To learn how to manage how we - and our vendors - use cookies and other tracking tools, please click [here \(https://help.ticketmaster.ca/s/article/AdChoices?language=en_US\)](https://help.ticketmaster.ca/s/article/AdChoices?language=en_US).

You can control tools on your mobile devices. For example, you can turn off the GPS locator or push notifications on your device.

Our sites and apps are not intended for children.

Our sites and apps are meant for adults. We do not knowingly collect personally identifiable information from children under 13. If you are a parent or legal guardian and think your child under 13 has given us information, you can email us [here \(mailto:privacy@livenation.com\)](mailto:privacy@livenation.com). You can also write to us at the address listed at the end of this policy.

Looking After Your Information

We use standard security measures.

We have security measures in place to protect your information. The standard security measures we use will depend on the type of information collected. However, the Internet is not 100% secure. We cannot promise that your use of our sites will be completely safe. If you think that an unauthorized account has been created using your name, contact us at the address below.

We store information both in and outside of the United States.

You understand and agree that we may transfer your information to the United States. This site is subject to Canadian laws, which may not afford the same level of protection of those in your country.

We may link to third party sites or services we don't control.

If you click on one of those links, you will be taken to websites we do not control. This policy does not apply to the privacy practices of those websites. Read the privacy policy of other websites carefully. We are not responsible for these third party sites. Our site may also serve third-party content that contains their own cookies or tracking technologies. To learn more, click [here \(https://help.ticketmaster.ca/s/article/AdChoices?language=en_US\)](https://help.ticketmaster.ca/s/article/AdChoices?language=en_US). We do not control the use of those technologies.

Contact Us

Feel free to contact us if you have more questions.

If you have any questions about this Policy or other privacy concerns, you can email us at [privacy@livenation.com \(mailto:privacy@livenation.com\)](mailto:privacy@livenation.com). Please do not include your credit card number or other sensitive information in your email. You can also write us at:

Live Nation Entertainment, Inc.
1 Blue Jays Way, Gate 3, Level 100
Toronto, ON (Ontario) M5V 1J3
Attention: Privacy Officer, Legal

What we will do if there is an update to this policy.

From time to time we may change our privacy practices. We will notify you of any material changes to this policy as may be required by law. We will also post an updated copy on our website. Please check our site periodically for updates.

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Policy & Security

/s/topic/0TO0a000000kWTfGA...

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By continuing past this page, you agree to our Terms of Use. (<https://www.ticketmaster.ca/h/terms.html>)

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Nº: 500-06-001311-246

SUPERIOR COURT
(Civil Division)
DISTRICT OF MONTRÉAL

DAVID HAZAN

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS ULC ET
AL.**

Defendants

**DEFENDANTS' APPLICATION FOR LEAVE TO
ADDUCE EVIDENCE AND
EXHIBITS D-1 TO D-3**

ORIGINAL

The logo for the law firm Blakes, featuring the word "Blakes" in a stylized, cursive script.

M^{re}. Simon J. Seida

M^{re}. Anthony Cayer

BB-8098

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Our File: 66582-01