

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Action)

No.: 500-06-001066-204

(...)

TRACY PATTERSON,

Plaintiff

TICKETMASTER CANADA HOLDINGS ULC

-and-

TICKETMASTER CANADA ULC

-and-

TICKETMASTER CANADA LP

-and-

TICKETMASTER LLC

-and-

LIVE NATION CANADA INC.

-and-

LIVE NATION ENTERTAINMENT INC.

-and-

LIVE NATIONAL WORLDWIDE INC.

-and-

STUBHUB CANADA LTD.

-and-

STUBHUB INC.

-and-

VIVID SEATS LLC

-and-

SEATGEEK INC.

-and-

TICKETNETWORK INC.

-and-

INTERNET REFERRAL SERVICES

-and-

GAMETIME UNITED INC.

Defendants

APPLICATION OF THE DEFENDANTS STUBHUB INC. AND STUBHUB CANADA LTD. TO OBTAIN LEAVE TO PRODUCE RELEVANT EVIDENCE
(Arts. 574 & 575 CCP)

TO THE HONOURABLE PIERRE-C. GAGNON, J.C.S., SITTING IN AND FOR THE DISTRICT OF MONTREAL, AS DESIGNATED JUDGE FOR THIS INSTANCE, THE DEFENDANTS STUBHUB INC. AND STUBHUB CANADA LTD. RESPECTFULLY SUBMIT THE FOLLOWING:

A. CONTEXT

1. On or around May 12, 2020, Maurice Assor filed an *Application for authorization to institute a class action* against Ticketmaster Canada Holdings, Ticketmaster Canada ULC and Ticketmaster Canada LP.
2. On November 17, 2020, this Honourable Court authorized amendments to the *Application for authorization to institute a class action*, by virtue of which Mr. Tracy Patterson was substituted to Mr. Assor as Plaintiff, and the following thirteen (13) defendants were added to the proceedings: Ticketmaster LLC, Live Nation Canada Inc., Live Nation Entertainment Inc., Live Nation Worldwide Inc., AXS Group Canada Inc., AXS Group LLC, StubHub Canada Ltd., StubHub Inc., Vivid Seats LLC, SeatGeek Inc., TicketNetwork Inc., Internet Referral Services LLC and Gametime United Inc (the **Amended Application**).
3. On February 2, 2021, this Honourable Court authorized the discontinuance of the present proceedings as against AXS Group Canada Inc. and AXS Group LLC, notably on the basis of an affidavit sworn by the Vice-President, Account Management, of AXS Group LLC confirming that since March 1, 2020 and during the entire class period, AXS Group refunded 100% of its Canadian customers (for events that were cancelled, postponed or rescheduled, and that no customers opted to receive replacement tickets for events that were postponed or rescheduled to a later date).
4. On February 12, 2021, this Honourable Court denied the application by the Ticketmaster defendants to stay the proceedings.
5. The present application is made with respect the Amended Application, by virtue of which Mr. Patterson seeks to institute a class action – as at present - against Ticketmaster Canada Holdings, Ticketmaster Canada ULC, Ticket master Canada LP, Ticketmaster LLC, Live Nation Canada Inc., Live Nation Entertainment Inc., Live Nation Worldwide Inc., StubHub Canada Ltd., StubHub Inc., Vivid Seats LLC, SeatGeek Inc., TicketNetwork Inc., Internet Referral Services LLC and Gametime United Inc. (collectively referred to as the **Defendants**) on behalf of:

“All persons in Canada, who purchased before March 11, 2020 one or more tickets from one of the Defendants for an event scheduled to take place after March 11,2020, which event was subsequently either postponed, rescheduled or cancelled, without a full refund being timely provided by Defendants, or any other Group(s) or Sub- Group(s) to be determined by the Court.”¹

(the **Putative Class**)

6. Plaintiff claims that members of the Putative Class have the “right to be fully reimbursed for any products or services not provided on the dates scheduled at the time of purchase”.²

¹ Amended Application, para. 1.

² Amended Application, para. 28.

7. Plaintiff further alleges that the Defendants have been “unjustly enriched by their illegal conduct in refusing to immediately reimburse the Class members”³ and “had and have the means and the liquidity to offer refunds to the Class Members but they refused to do so for their own financial benefit, holding the Class Members and their money hostage.”⁴
8. On the basis of the foregoing, Plaintiff is seeking the following damages on behalf of the Putative Class:
- a) The full reimbursement of the purchase price for tickets or services concerning events paid before March 11, 2020 for events that were subsequently cancelled, postponed or rescheduled after March 11, 2020.⁵
 - b) Compensatory damages for any other damages, including disbursements, loss of time and inconvenience.⁶
 - c) Interest as a result of the delay in obtaining reimbursement of the purchase price of tickets.⁷
 - d) Punitive damages.⁸
9. As against StubHub Canada Ltd. and StubHub Inc. (jointly referred to as **StubHub**) more specifically, Plaintiff alleges “that on March 25, 2020, StubHub unilaterally and abusively modified its ‘Global User Agreement’, to only offer credits worth 120% of the amount paid for the cancelled event tickets (credits that have a December 31, 2021 expiry date), and therefore refused to offer refunds”.⁹

B. THE CRITERIA FOR AUTHORIZATION OF THE PROPOSED CLASS ACTION

10. At the authorization stage, the Court must be provided with sufficiently specific facts and evidence to adequately assess whether the four criteria of article 575 CCP are met.
11. StubHub hereby seeks permission of this Court to produce relevant evidence within the meaning of article 574 CCP, evidence that will assist the Court in determining whether the criteria of articles 575(1), (2) and (3) CCP are met in the present matter.

C. APPLICATION FOR LEAVE TO FILE RELEVANT EVIDENCE

12. As it concerns StubHub, Plaintiff alleges that :
- a) On March 25, 2020, StubHub unilaterally and abusively modified its terms and conditions to only offer 120% credits for cancelled events and refused to offer refunds.¹⁰
 - b) StubHub is not offering refunds when an event is postponed, rescheduled, suspended or pending cancellation.¹¹

³ Amended Application, para. 31.

⁴ Amended Application, para. 31.1.

⁵ Amended Application, paras. 32 and 48 b).

⁶ Amended Application, paras. 32 and 48 c).

⁷ Amended Application, paras. 32 and 48 e).

⁸ Amended Application, para. 48 d).

⁹ Amended Application, para. 17.14.

¹⁰ Amended Application, para. 17.14.

- c) StubHub's conduct is illegal and causes harm and damages to the members of the Putative Class.¹²
13. StubHub seeks leave to produce a current CIDREQ (*Registraire des entreprises*) report for StubHub Canada Ltd, which shows that StubHub Canada Ltd. does not have its head office in Quebec, as appears from copy of said report filed in support hereof as **Exhibit RSH-1**.
14. StubHub also seeks leave to produce the affidavit of Mary Hill sworn and dated May 20, 2021 (**Exhibit RSH-2**), and the exhibits filed in support of Mary Hill's affidavit (being exhibits MH-1 to MH-6, detailed below).
15. Mary Hill's affidavit (Exhibit RSH-2) and Exhibits MH-1 to MH-6 will provide the Court with a more accurate portrait of the facts alleged in the Amended Motion as it relates to: (i) StubHub's historical policy of providing refunds for cancelled events only, (ii) the communications made by StubHub to its customers in the days that followed the March 25, 2020 changes to StubHub's Global User Agreement and (iii) policies implemented by StubHub further to the March 25, 2020 changes to the Global User Agreement to provide customers meeting eligibility criteria with the option of obtaining a refund for cancelled events:
- a) **Exhibit RSH-2:** Affidavit of Mary Hill sworn and dated May 20, 2021 which provides a succinct overview StubHub's refund policy for cancelled events and communications to consumers.
 - b) **Exhibit MH-1 :** StubHub's Global User Agreement as updated on June 1, 2017.
 - c) **Exhibit MH-2:** StubHub's President Sukhinder Singh Cassidy's March 30, 2020 Coronavirus update.
 - d) **Exhibit MH-3 :** StubHub's May 3, 2021 announcement of a retroactive refund option for customers.
 - e) **Exhibit MH-4:** Article published May 3, 2021 on Radio-Canada's website titled "*StubHub remboursera finalement les billets d'événements annulés*".
 - f) **Exhibit MH-5:** Associated Press article published on the Halifax Today website on May 3, 2021 titled "*StubHub to refund canceled events after pandemic complaints*".
 - g) **Exhibit MH-6:** Article published May 5, 2021 on the TicketNews website titled "*StubHub Caves on Fan Refund Demands After 15 Months*".
16. The current CIDREQ report for StubHub Canada Ltd (Exhibit RSH-1), Mary Hill's affidavit (Exhibit RSH-2) and Exhibits MH-1 to MH-6 filed with Mary Hill's affidavit will allow StubHub to provide the Court, at the authorization hearing, with a more complete portrait of the facts relating to the appropriateness of Putative Class and allegations of the Amended Application as they relate to StubHub, and also situate in their context certain exhibits that have been filed by the Plaintiff in support of the Amended Application, notably exhibits R-1D), R-13, R-14 and R-15.
17. The elements outlined above are all key to the syllogism put forth by Plaintiff, as well as the scope and the definition of the Putative Class.

¹¹ Amended Application, para. 17.18.

¹² Amended Application, para. 17.22.

WHEREFORE THE DEFENDANTS PRAY THAT THIS HONOURABLE COURT:

- [1] **GRANT** the present *Application of the Defendants StubHub Inc. and StubHub Canada Ltd. for leave to produce relevant evidence.*
- [2] **AUTHORIZE** the production of the current CIDREQ (*Registraire des entreprises*) report for StubHub Canada Ltd. (Exhibit RSH-1).
- [3] **AUTHORIZE** the production of the affidavit of Mary Hill dated and sworn on May 20, 2021 (Exhibit RSH-2) and Exhibits MH-1 to MH-6.

THE WHOLE without costs except if this application is contested.

Montréal, May 21, 2021

Norton Rose Fulbright Canada S.É.N.C.R.L., s.r.l.

NORTON ROSE FULBRIGHT CANADA LLP
(Mtres. François-David Paré and Francesca Taddeo)
Attorneys for Defendant
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Our reference: 1001138858

CANADA
PROVINCE OF QUEBEC
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No.: 500-06-001066-204

(...)

TRACY PATTERSON,

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-and-

SEATGEEK INC.

-and-

TICKETNETWORK INC.

-and-

INTERNET REFERRAL SERVICES

-and-

GAMETIME UNITED INC.

Defendants

LIST OF EXHIBITS IN SUPPORT OF THE APPLICATION OF THE DEFENDANTS TO PRODUCE RELEVANT EVIDENCE

Exhibit RSH-1: Current CIDREQ (*Registraire des entreprises*) report for StubHub Canada Ltd. (Exhibit RSH-2).

Exhibit RSH-2: Affidavit of Mary Hill sworn and dated May 20, 2021

Exhibit MH-1 : StubHub's Global User Agreement as updated on June 1, 2017.

Exhibit MH-2: StubHub's President Sukhinder Singh Cassidy's March 30, 2020 Coronavirus update.

Exhibit MH-3 : StubHub's May 3, 2021 announcement of a retroactive refund option for customers.

Exhibit MH-4: Article published May 3, 2021 on Radio-Canada's website titled "*StubHub remboursera finalement les billets d'événements annulés*".

Exhibit MH-5: Associated Press article published on the Halifax Today website on May 3, 2021 titled "*StubHub to refund canceled events after pandemic complaints*".

Exhibit MH-6: Article published May 5, 2021 on the TicketNews website titled "*StubHub Caves on Fan Refund Demands After 15 Months*".

Montréal, May 21, 2021

Norton Rose Fulbright Canada S.É.N.C.R.L., s.r.l.

NORTON ROSE FULBRIGHT CANADA LLP
(Mtres. François-David Paré and Francesca Taddeo)
Attorneys for Defendant
STUBHUB INC. et STUBHUB CANADA LTD.

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Notification: Notifications-mtl@nortonrosefulbright.com
Our reference: 1001138858

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2021-05-21 11:56:59

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1172593957
Nom	STUBHUB CANADA LTD.

Adresse du domicile

Adresse	1500-151 Yonge St Toronto ON M5C2W7 Canada
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Adresse du domicile élu

Adresse	Aucune adresse
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Immatriculation

Date d'immatriculation	2017-03-08
Statut	Immatriculée
Date de mise à jour du statut	2017-03-08
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	2017-01-30 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16
Régime courant	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2021-05-10
Date de la dernière déclaration de mise à jour annuelle	2020-11-17 2020
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2021	2021-11-15
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2020-11-15

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	9999
Activité	Autres services
Précisions (facultatives)	Marché électronique de vente de billets / Online ticket exchange marketplace

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
Aucun

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir**Actionnaires****Premier actionnaire**

Le premier actionnaire est majoritaire.

Nom	STUBHUB, INC.
Adresse	500-121 2nd Street San Francisco California 94105-3611 U.S.A.

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom de famille	Harris
Prénom	Henry
Date du début de la charge	2020-12-14
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	1600-1 First Canadian Place, 100 King Street West Toronto ON M5X1G5 Canada

Nom de famille	Mira
Prénom	Marjorie
Date du début de la charge	2021-01-08
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	400-199 Fremont St San Francisco CA 94105 États- Unis

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Nom	Gowling WLG (Canada) S.E.N.C.R.L., s.r.l.
Adresse	3700-1 Place Ville-Marie Montréal (Québec) H3B3P4 Canada

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés****Type de document****Date de dépôt au registre**

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2021-05-10
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2020-11-17
Déclaration de mise à jour courante	2020-03-31
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-10-03
Déclaration de mise à jour courante	2019-01-31
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-05-15
Déclaration d'immatriculation	2017-03-08

Index des noms

Date de mise à jour de l'index des noms	2017-03-08
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Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
STUBHUB CANADA LTD.		2017-03-08		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
STUBHUB MC		2017-03-08		En vigueur



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AFFIDAVIT OF MARY HILL

I, the undersigned, Mary Hill, carrying out my professional duties at StubHub Inc. at 173 Election Rd Draper, UT 84020 solemnly affirm as follows:

A. Professional Qualifications and Experience

1. I am involved in customer care at StubHub Inc. including: customer care leadership, social media and operations.
2. I have been employed by StubHub Inc. since March 2012 and have moved from a Supervisor to Senior Manager in Customer Experience during that time. My current Title is Senior Manager of High risk and Frontline Customer Experience.
3. In my role as Senior Manager of High Risk and Frontline Customer Experience at StubHub Inc., I am responsible for all aspects related to StubHub's customer experience.
4. I am also involved in the design and implementation of StubHub Inc.'s refund policies.
5. I have read the *Amended Application for Authorization to Institute a Class Action* dated July 10, 2020 and Exhibits R-12 to R-16 filed in support thereof.

B. StubHub Inc. and StubHub Canada Ltd.'s Policies and Communications to Consumers

6. At the time of the events that are the object of the *Amended Application for Authorization to Institute a Class Action* and as at the date of the signing of the present affidavit, StubHub Inc. was – and is – the parent company of StubHub Canada Ltd. All of StubHub Canada Ltd.'s business is conducted online through StubHub Inc.
7. For the purposes of this affidavit, StubHub Inc. and StubHub Canada Ltd. will be jointly and interchangeably referred to as "StubHub".
8. StubHub's terms and conditions, internal policies, as well as its communications to customers, are implemented on a North-America wide basis.

C. StubHub's Refund Policy for Cancelled Events

9. As it concerns event cancellations, postponements or any other event changes, StubHub's terms and conditions have historically provided that customers could obtain refunds for cancelled events.
10. For the three (3) years preceding the filing of the *Amended Application for Authorization to Institute a Class Action*, StubHub's Global User Agreement provided that customers would receive a refund for cancelled events, as appears from Section 11 of StubHub's Global User Agreement as updated on June 1, 2017, a provision that was not changed until March 25, 2020, copy of which is filed with this affidavit as **Exhibit MH-1**.
11. StubHub's policy of providing customers with a refund for cancelled events remained unchanged until March 25, 2020, on which date StubHub modified its Global User Agreement to offer a credit worth 120% of the amount paid for a cancelled event's tickets, with refunds available in jurisdictions where they are required.

12. The March 25, 2020 change to StubHub's policy of providing refunds to customers for cancelled events was implemented as a result of the unprecedented impact that the Coronavirus pandemic had on the entertainment industry, as explained on March 30, 2020 by StubHub's President Sukhinder Singh Cassidy in a Coronavirus update to the attention of the StubHub community, copy of which is filed with this affidavit as **Exhibit MH-2**.
13. On May 3, 2021, StubHub announced that customers who purchased tickets to an event in the United States or Canada prior to March 25, 2020, and who were defaulted to a 120% credit when their event was canceled would be offered the choice to keep their credit or default to a cash refund, as appears from an extract of StubHub's website providing StubHub's customers with an update regarding Covid-19 credits (for purchases prior to March 25, 2020), copy of which is filed with this affidavit as **Exhibit MH-3**.
14. Consistent with the explanations provided to the StubHub community on May 3, 2021 (as outlined in Exhibit MH-3), on May 3, 2021 an email was sent to all eligible customers whose events were subsequently canceled and who met the eligibility criteria to obtain a cash refund.
15. StubHub's May 3, 2021, update was widely reported across North-American media, as appears, for example, from articles published on the websites of Radio-Canada, Halifax Today (via The Associated Press) and TicketNews, filed with this affidavit respectively as **Exhibit MH-4**, **Exhibit MH-5** and **Exhibit MH-6**.
16. I swear this affidavit on behalf of StubHub Inc. and StubHub Canada Ltd.
17. All facts contained in this Affidavit are true.

AND I HAVE SIGNED

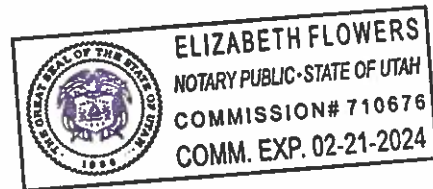


 MARY HILL

Solemnly affirmed before me
 This 19th day of May, 2021
 20th day



 NOTARY PUBLIC
 For the State of Utah (County of Salt Lake)



NO: 500-06-001066-204	
SUPERIOR COURT (Class Action) DISTRICT OF MONTRÉAL	
TRACY PATTERSON	Plaintiff
v.	
TICKETMASTER CANADA HOLDINGS ULC TICKETMASTER CANADA ULC ET ALS.	Defendants
AFFIDAVIT OF MARY HILL (Arts. 106 and 574 C.C.P.)	
ORIGINAL	
BO-0042	# 1001138858
Mtres. François-David Paré and Francesca Taddeo NORTON ROSE FULBRIGHT CANADA LLP BARRISTERS & SOLICITORS 1 Place Ville Marie, Suite 2500 Montreal, Quebec H3B 1R1 CANADA Telephone: 514.847.4948 Fax: 514.286.5474	
Notifications-mtl@nortonrosefulbright.com	

User agreement Privacy notice Mobile Privacy Notice Seller policies Payment Services Agreement for Sellers Cookie
notice Fanprotect guarantee

StubHub Marketplace Global User Agreement

Last Updated: June 1, 2017

Effective date for new users: June 1, 2017

Effective date for existing users: July 1, 2017

[See the previous User Agreement](#)

1. Global User Agreement

StubHub provides an online platform and related services (“**Services**”) that connects sellers and buyers seeking to respectively sell and buy tickets, related passes and merchandise or other related goods and/or services for events (“**Tickets**”) and we may make such Services available internationally via one or more of our websites, our mobile applications and/or associated services (collectively, the “**Site**”). By accessing or using our Site, You agree to be bound by this StubHub Marketplace Global User Agreement (“**User Agreement**”). Our Payment Services Agreement (applicable if you sell tickets via our Site to an event located within Europe), User Privacy Notice, Mobile Privacy Notice, Seller Policies, Cookies Policy, FanProtect Guarantee, Top Seller Handbook (if you qualify as a Top Seller and the top seller program is available in your territory) and all other policies applicable to your use of the Site (collectively, the “**Additional Policies**”) are incorporated by reference into this User Agreement. We may periodically make changes to this User Agreement and shall notify you by posting a revised version on our Site and emailing you at your registered email address or

otherwise notifying you via our Site. The revised User Agreement will become effective thirty (30) days following such notice and your continued use of our Site and Services will constitute acceptance of the revised User Agreement. Changes to the Additional Policies, except the User Privacy Notice and Payment Services Agreement, may be made from time to time without prior notice and your continued use of the Site or Service constitutes your acceptance of the modified terms of the Additional Policies.

FOR ALL USERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED: CLAUSE 22 OF THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST STUBHUB ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

For all users residing outside of the United States, please refer to Clause 24 for country-specific additional provisions which may apply to you, based on your country of residence.

2. Contracting entity

2.1 If you purchase or sell on our Site Tickets to an event that is located:

(i) in the United States, you are contracting with StubHub, Inc. (including its affiliate Last Minute Transactions, Inc. (operator of Last Minute Services)), 199 Fremont Street, San Francisco, CA 94105;

(ii) in Canada, you are contracting with StubHub Canada Ltd, 500 King St West Suite 200 Toronto, Ontario, Canada M5V 1L9 with effect from October 1, 2017. Before October 1, 2017, you are contracting with StubHub, Inc. (including its affiliate Last Minute Transactions, Inc. (operator of Last Minute Services)), 199 Fremont Street, San Francisco, CA 94105;

(iii) in the United Kingdom, you are contracting with StubHub (UK) Limited, 5 New Street Square, London EC4A 3TW; or

(iv) anywhere else in the European Union, you are contracting with TicketBis S.L., Calle Uribitarte nº6, 48001 Bilbao, Vizcaya, Spain.

2.2 StubHub Inc., StubHub Canada Ltd, StubHub (UK) Limited and TicketBis S.L. are each hereinafter referred to as "**StubHub**", "**we**", "**us**", or "**our**").

2.3 Additionally, for events located in the European Union, StubHub Services S.à.r.l. ("**StubHub Services**") is the entity that handles any and all payments and payouts on our Site with regard to events located in the European Union. Accordingly, if you sell on our Site Tickets to an event located within the European Union, you are contracting with StubHub Services subject to the terms of the Payment Services Agreement, in addition to contracting with StubHub (UK) Limited or TicketBis S.L. (as applicable).

3. Ticket marketplace

3.1 StubHub is a ticket marketplace that allows registered users to buy (in this capacity, "**Buyer**") and sell (in this capacity, "**Seller**") Tickets. The Seller (and not StubHub) sets the prices for the Tickets. As a marketplace, StubHub does not own the Tickets sold on the Site. Ticket prices may exceed the face value of the Ticket.

3.2 While StubHub may provide pricing, shipping, listing and other guidance on the Site, such guidance is solely informational (without any warranty as to accuracy). Also, while we may help facilitate the resolution of disputes between Buyer and Seller and provide the FanProtect Guarantee, StubHub has no control over and does not guarantee the existence, quality, safety or legality of the Tickets; the truth or accuracy of the user's content or listings; the ability of Sellers to sell tickets or Buyers to pay for them; or that a Buyer or Seller will complete a transaction.

4. Your account

4.1 In order to list, sell or purchase Tickets you must register an account ("**Account**") with StubHub. You must be at least 18 years old and must be able to enter into legally binding contracts. If you are registering with StubHub for a business entity, you represent that you have the authority to legally bind that entity.

4.2 When opening an Account you must provide complete and accurate information and provide us with a valid credit card, debit card or PayPal account ("**Payment Method**"). If your registration or payment information changes at any time, you must promptly update your details in your Account. You acknowledge that StubHub may charge any one of your payment methods on file for amounts you owe us, costs we incur or other losses arising out of your violation of this Agreement (including the Additional Policies).

4.3 StubHub reserves the right to temporarily or permanently suspend Accounts with incomplete or inaccurate information.

4.4 You are solely responsible for maintaining the confidentiality of your Account information and password. You are solely responsible for any activity relating to your Account. Your Account is not transferable to another party.

5. Privacy and Communications

All communications between you and StubHub (including our service providers, our parent company, eBay Inc., members of the eBay corporate family or our affiliates) are subject to our User Privacy Notice.

In addition, if you reside in the United States, you understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. Not all telephone lines or calls may be recorded by StubHub so we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

6. Fees and other charges

6.1 StubHub may charge fees for selling and/or buying Tickets through our Site and/or otherwise using our Services, as well as delivery or fulfilment fees (collectively referred to as "**Service Fees**"). Service Fees may vary depending on event type, Ticket type and location. StubHub may in its sole and absolute discretion change its Service Fees at any time, including after you list your Tickets. Any applicable Service Fees including any taxes if applicable will be disclosed to you prior to listing or buying a Ticket. StubHub may charge and/or retain Service Fees if you do not fulfil your contractual obligations under this User Agreement.

6.2 If you as a Seller do not fulfil your contractual obligations under this User Agreement and the Seller Policies, StubHub may charge you certain fees and/or costs in accordance with the Seller Policies.

6.3 If you as a Buyer change your postal address after you have purchased your Ticket(s) and require StubHub to deliver your Ticket(s) to this new postal address, or if you have specified an incorrect postal address, StubHub may charge you for any **additional delivery costs** which arise out of re-arranging the delivery of your Ticket(s) to the new or correct postal address. Such additional delivery costs may be charged to your Payment Method.

6.4 We may collect amounts owed using a collection agency or other collection mechanism and you may be charged fees associated with collecting the delinquent payments. StubHub, or the collection agency it retains, may also report information about your account to credit bureaus, and as a result, defaults in your account may be reflected in your credit report. If you wish to dispute the information StubHub reported to a credit bureau, please contact StubHub. If you wish to dispute the information a collection agency reported, contact the collection agency directly.

7. Selling tickets

7.1 You must comply with all applicable laws and regulations and the terms of this User Agreement and the Seller Policies when listing, selling and delivering your Tickets.

7.2 When listing a Ticket you must set a price for which you are willing to sell your Ticket ("**Sales Price**"). You may modify (e.g. raise or lower the Sales Price) or delete your listing at any time until the Tickets have sold.

7.3 By listing a Ticket for sale, you are making a binding offer to sell that Ticket to a Buyer who purchases the Ticket at the Sales Price. When a Buyer accepts your offer by purchasing your Ticket through our Site, you are contractually bound to deliver that exact Ticket for Sales Price and within the required delivery timeframe. You are obligated to monitor your inventory and ensure all listings are accurate. Under no circumstances may Sellers cancel orders at one price and repost the same tickets for a higher price. Failure to fulfill your orders will lead to charges as stated in this User Agreement and Seller Policies.

7.4 StubHub does not guarantee that your tickets or related passes will sell or that your listing will appear on the Site within a certain time after it is posted or in a particular order on the event page or through search results. StubHub will not, for any reason, provide compensation for tickets that do not sell, even if it is due to Site unavailability from an outage or maintenance or listing delays.

8. Taxes

You as a Seller are responsible for determining whether any taxes are due on your sale of a Ticket, and for collecting and remitting such taxes. Any applicable taxes must be included in the Sales Price of your Ticket. You agree to provide StubHub with your Social Security Number or other tax identification number if necessary for StubHub to provide (without notice to You) information to the relevant tax authorities related to payments you receive from us and further authorize StubHub to release that information to the relevant tax authorities. The Service Fees include any applicable sales, use, excise, value added, service and other indirect taxes.

9. Buying tickets

You are responsible for reading the complete listing before making a commitment to buy Tickets. When placing an order, you are entering into a **binding contract** with the Seller to purchase those Tickets. Payment is remitted to StubHub and disbursed to the seller according to our Payment Services Agreement for Sellers.

All Sales are final. Except for cancelled events, you will not receive a refund for completed purchases. You cannot change or cancel any orders after the sale is complete.

10. Payments

10.1 Payments received from Buyers for Tickets purchased via the Site are processed by StubHub or StubHub Services (as applicable) on behalf of the Seller and credited to the Seller in accordance with the Seller Policies and Payment Services Agreement (as applicable).

10.2 Payments from Buyers are due and payable immediately. A Buyer can pay the full order amount which includes any applicable Service Fees and taxes using one of the accepted payment methods.

10.3 A Buyer's obligation to pay for a Ticket is satisfied when StubHub or StubHub Services (as applicable) has received the Payment in full.

11. Event cancellations, postponement and other event changes

11.1 **Cancellation:** If an event is cancelled and not rescheduled, we will remove the event and any listings related to the event from our Site and inform both Buyer and Seller about the cancellation with further instructions. If the Seller requires his Ticket(s) back to obtain a refund of the original purchase price from the promoter or organizer, he must contact [Customer Service](#) immediately after the cancellation. The Buyer is required to retain the Ticket(s) and upon request from StubHub to send them back to either the Seller or to StubHub (as instructed by StubHub). The Buyer will receive a full refund once he has sent back the Ticket(s) (if applicable) and the Seller will not be paid. If the Seller has already been paid, the payment for the sale may be recovered by charging the Seller's Payment Method or by setting off this amount against pending payments for other Tickets the Seller has sold or will sell in the future.

11.2 **Postponement:** If an event is postponed, StubHub will work with Buyers and Sellers on a case-by-case basis attempting to resolve any Ticket issues. Sellers are prohibited from reselling, invalidating or changing Tickets for postponed events. Refunds will not be issued for postponed events, unless they are ultimately cancelled as stated above.

11.3 **Other event changes:** StubHub is not responsible for partial performances, venue, line-up or time changes. No refunds will be issued in these instances.

12. International transactions

12.1 Many of our Services are accessible to international Sellers and Buyers. We may offer certain programs, tools, and site experiences of particular interest to international Sellers and Buyers, such as estimated local currency conversion.

12.2 Your Ticket listing may appear on one or more of StubHub's international Sites (including the original Site in which you listed your ticket). Sellers and Buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of Tickets. If you are a consumer seller and do not wish your Ticket listing to be visible internationally, you will need to remove your listing from our Site.

12.3 A Ticket to an event taking place in another location from the location of the Site that you listed or bought your Ticket on, or Site that you registered or accessed to sell or purchase your Ticket on (together "**Local Site**") is defined as an "**International Event**". You may be subject with respect to that particular sale or purchase to certain Additional Policies of the Site that relate to the location of the International Event.

12.4 As a Buyer, if you are purchasing a Ticket from your Local Site to an International Event, information relating to the Ticket and/or the event may differ to the information that you may receive on your Local Site, as information requirements may vary according to local laws.

12.5 As a Seller, if you are selling a Ticket from your Local Site to an International Event, (i) information required by StubHub relating to the Ticket and/or the International Event may differ from the information that you may provide on your Local Site, as information requirements may vary according to local laws, and (ii) you may be required to list the Ticket in the currency of the location of the International Event and your payment service provider may convert the Ticket price and apply additional charges.

12.6 To assist users who speak different languages, you authorize us to translate (or use tools to translate) your content related to your Ticket listing, in whole or in part, into local languages where such translation solutions are available. The accuracy and availability of any translation are not guaranteed.

12.7 Where as a Seller your Ticket listing appears on one or more of StubHub's international Sites, we may as part of our Services display the price of your Ticket in one or more currencies (we reserve the right not to display your Ticket Sales Price in the currency related to the Local Site in which you listed Your Ticket), such information will be provided for informational purposes only (without any warranty as to accuracy) and the Buyer will be required to pay for any such Ticket in the currency applicable to the event.

12.8 In order to promote Ticket listings and increase their exposure to potential Buyers, listings may also be displayed on other StubHub, eBay or third-party websites and mobile application and within emails and onsite advertisements.

13. Term and termination

13.1 This User Agreement shall commence on the date that you register an Account with StubHub and will continue for an indefinite period unless terminated in accordance with these provisions.

13.2 You may terminate this User Agreement at any time by contacting [Customer Service](#). In the event that you request that we close your Account, we will treat your request as termination of this User Agreement. Without limiting our rights according to Clause 17, we may terminate this User Agreement at any time by giving at least thirty (30) days' notice via email to your registered email address. We will then close your Account.

13.3 If you terminate this User Agreement as a Seller you are also terminating the Payment Services Agreement (to the extent applicable) as of the time of the termination of the User Agreement taking effect.

13.4 Termination of this User Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.

14. Site changes and availability

StubHub reserves the right at any time to modify or discontinue, temporarily or permanently, the Site, the Services or any part of the Site or Services with or without notice for any reason. StubHub performs regularly-scheduled maintenance. While we do our best to avoid customer impact, the Site or our Services may be temporarily unavailable during maintenance periods.

15. Abusing StubHub

When using our Site and Services, you agree that you will **not** do any of the following:

- contact or invite contact with other StubHub users for any reason other than the purpose for which you received the StubHub user's contact information or solicit sales outside of StubHub;
- use the Buyer's personal data for any reason other than the delivery of Tickets unless otherwise agreed to by the Buyer;
- behave in an abusive manner to any StubHub employee or other user;

- violate any venue or event promoter rules at events or violate any applicable third party terms of service (for instance, when using our mobile applications);
- breach or circumvent any laws (including, where Tickets are sold internationally, the laws of the destination country), third party rights or our Additional Policies;
- post false, inaccurate, misleading, defamatory or libelous content;
- fail to fulfil your contractual obligations regarding the sale or purchase of a Ticket;
- use StubHub's trademarks without our prior written permission;
- copy, reproduce, reverse engineer, modify, create derivative works from, distribute or publicly display any content (except for your information) or software from our Site or Services without the prior express written permission of StubHub and the appropriate third party, as applicable;
- use any robot, spider, scraper or other automated means to access our Site or Services for any purpose without our express written permission;
- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- interfere or attempt to interfere with the proper working of our Site or Services or any activities conducted on or with our Site or Services;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Site or Services;
- commercialize any StubHub application or any information or software associated with such application;
- export or re-export any StubHub application or tool except in compliance with the export control laws of any relevant jurisdiction and in accordance with posted rules and restrictions; or
- do anything else that StubHub determines, in its sole reasonable discretion, misuses the Site or Services or otherwise negatively impacts our marketplace.

In our effort to protect our Buyers and Sellers we may screen ticket sales or listings for signs of fraud using algorithms or automated systems, which may result in automatic cancellation of listings or sales and temporary or permanent suspension of accounts. If your transaction is cancelled in error, or your account suspended in error, please contact us and we may reinstate your Account or listing, in our sole discretion.

16. Mobile Device Terms

If you are accessing the Site or Services through a mobile application (“**App**”), the following additional terms apply:

16.1 App Use. StubHub grants you the right to use the App only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the App (e.g. your wireless data service agreement). The App may not contain the same functionality available on the applicable StubHub website.

16.2 Intellectual Property – Apps. StubHub owns, or is the licensee to, all right, title, and interest in and to its Apps, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any

and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any App and you will not remove, obscure, or alter StubHub's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by the App.

16.3 Prohibited Countries Policy and Foreign Trade Regulation - Applications. The App or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Burma (Myanmar), Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using the App, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties).

16.4 Device Specific Additional Terms

iOS – Apple

These Mobile Device Terms are an agreement between you and StubHub, and not with Apple. Apple is not responsible for the App and the content thereof.

StubHub grants you the right to use the App only on an iOS product that you own or control and as permitted by the App Store Terms of Service.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the App to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.

Apple and Apple's subsidiaries are third party beneficiaries of these Mobile Device Terms, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Mobile Device Terms against you.

Android – Google

These Mobile Device Terms are an agreement between you and StubHub, and not with Google. Google is not responsible for the App and the content thereof.

StubHub grants you the right to use the App only on an Android product that you own or control and as permitted by the Google Play Terms of Service.

Google has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Google is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.

Google is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any failure of the App to conform to any applicable warranty, you may notify Google, and Google will refund the purchase price, if applicable, for the App to you; and to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the App.

Google and Google's subsidiaries are third party beneficiaries of these Mobile Device Terms, and, upon your acceptance, Google as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Mobile Device Terms against you.

17. Content

17.1 You own and are solely responsible for any content including images, text, audio or other materials that you submit (“**User Content**”). By submitting User Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You grant StubHub the right to use your name or image in association with your User Content, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees.

17.2 You represent and warrant that the User Content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify StubHub for any and all claims resulting from your User Content. StubHub has the right but not the obligation to monitor, edit or remove your User Content. The User Content is non-confidential and StubHub will not be liable for its use or disclosure.

17.3 We may offer catalogues of stock images, descriptions and product specifications, which are provided by third-parties (including StubHub users). You may use catalogue content solely in connection with your StubHub listings during the time your listings are on our Site. While we try to offer reliable data, we cannot promise that the catalogues will always be accurate and up-to-date, and you agree that you will not hold our catalogue providers or us responsible for inaccuracies in their catalogues. The catalogue may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogues or create any derivative works based on catalogue content (other than by including them in your listings).

17.4 If you submit ideas, suggestions, documents, and/or proposals (“**Ideas**”) to StubHub, you do so voluntarily and with no expectation of confidentiality. By submitting Ideas, you grant us ownership of the Ideas to use for any purpose, in any way, in any media now known or in the future and throughout the universe without any obligation or payment. You understand that StubHub may have something similar to the Ideas under consideration or in development.

18. Protecting intellectual property rights

StubHub respects intellectual property rights and we respond to notices of alleged infringement.

If you reside in the United States, and you find material on our Site or Services that you believe infringes your copyright or other intellectual property rights, please notify us and we will investigate. Learn how to submit a notice to StubHub, see Appendix 1.

19. Violating the agreement

19.1 We may investigate any potential or suspected violations of the User Agreement, Additional Policies, security protocols or best practices, third-party rights or applicable law; any actions or any other misconduct or potential abuse on or through the Services or attempts. When assessing whether and which measure(s) to take against a user, we will take the legitimate interests of the user into account, and shall in particular consider if the user is responsible for the misconduct.

19.2 We may take any actions we deem appropriate in our reasonable discretion for the conduct described in 19.1. Without limiting other remedies, these actions may include: limit, or temporarily or permanently suspend, or terminate our services and Accounts, restrict or prohibit access to, and your activities on, our Site and/or Services, remove listings, require you to edit listings, cancel sales, require you to send Tickets to a Buyer within a specified time, delay or remove hosted content, remove any special status associated with an Account, reduce or eliminate any discounts, withhold payment, charge the Payment Method on file for amounts you owe or costs we incur due to your misconduct (including, without limitation, any costs associated with collection of delinquent Accounts or chargebacks and any replacement costs), and take technical and legal steps to keep you from using our Site and/or Services.

19.3 We reserve the right to report any activity that we believe to be illegal or otherwise in contravention of this User Agreement and we will respond to any verified requests relating to a criminal investigation (i.e. a subpoena, court order or substantially similar legal procedure) from local and foreign law enforcement or regulatory agencies, other government officials or authorized third-parties.

20. Disclaimer of Warranties; Limitation of Liability

20.1 YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF THE SITE AND SERVICES ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. STUBHUB MAKES NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, SITE, ANY TICKETS, ANY EVENT, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS USER AGREEMENT AND IN OUR FANPROTECT™ GUARANTEE, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

20.2 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, STUBHUB (INCLUSIVE OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) IS NOT LIABLE FOR: (A) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF PROFITS, GOODWILL OR REPUTATION, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE OR SERVICES; (III) ANY USER CONTENT OR CONTENT OF THIRD PARTIES, OR (IV) THE DURATION OR MANNER IN WHICH TICKETS YOU LIST APPEAR ON THE SITE OR SERVICES.

20.3 SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THIS USER AGREEMENT. THIS IS ESPECIALLY SO IF YOU ARE A CONSUMER.

20.4 REGARDLESS OF THE PREVIOUS CLAUSES, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) \$200.

21. Applicable laws and jurisdiction

21.1 Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed according to the **laws of the State of California. For consumers resident in the EU, please note that the mandatory consumer protection provisions of the law of the member state in which you reside will also apply.**

21.2 **If you reside in the United States**, you agree to resolve your disputes with StubHub as specified in Clause 22. **If you reside anywhere else in the world:** if you are registered as a business you agree to submit to the exclusive jurisdiction, and if you are a consumer you submit to the non-exclusive jurisdiction, of the courts of the State of California (according to the rules in clause 21.1 above). This means that you as a consumer have the right to bring an action either in the State of California (United States) or at your place of residence. StubHub may only initiate legal proceedings against consumers before the courts in their place of residence.

21.3 If you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any alternative dispute resolution (**ADR**) procedures or services, unless otherwise (i) specified in the country-specific additional provisions below, and/or (ii) provided by law.

22. Legal Disputes

22.1 If you reside in the United States, You and StubHub each agree that any and all disputes or claims that have arisen or may arise between you and StubHub relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to the Site or Services, or any tickets or related passes sold or purchased through the Site or Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

A. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND STUBHUB AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND STUBHUB AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER STUBHUB USERS.

B. Arbitration Procedures

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of the User Agreement, as a court would.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this

Agreement to Arbitrate, any part of it, or of the User Agreement including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the User Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("**Notice**"). You may download a form Notice. A Notice to StubHub should be sent to eBay Inc., Attn: Litigation Department, Re: StubHub Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. StubHub will send any Notice to you to the physical address we have on file associated with your StubHub account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and StubHub are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or StubHub may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to StubHub at the following address: StubHub, Inc. c/o National Registered Agents, Inc., 2875 Michelle Dr., Ste. 100, Irvine, CA 92606. In the event StubHub initiates arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your StubHub account. Any settlement offer made by you or StubHub shall not be disclosed to the arbitrator. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or StubHub may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and StubHub subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or StubHub may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different StubHub users, but is bound by rulings in prior arbitrations involving the same StubHub user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

C. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, StubHub will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by StubHub should be submitted by mail to the AAA along with your Demand for Arbitration and StubHub will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, StubHub will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse StubHub for all fees associated with the arbitration paid by StubHub on your behalf that you otherwise would be obligated to pay under the AAA's rules.

D. Severability

With the exception of any of the provisions in subsection (a) of this Agreement to Arbitrate ('Prohibition of Class and Representative Actions and Non-Individualized Relief'), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in subsection (a) of this Agreement to Arbitrate ('Prohibition of Class and Representative Actions and Non-Individualized Relief') is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the User Agreement, including all other provisions of Section 9 'Disputes with StubHub', will continue to apply.

E. Opt-Out Procedure

You can choose to reject this Agreement to Arbitrate ('opt out') by mailing us a written opt-out notice ('Opt-Out Notice'). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. You must mail the Opt-Out Notice to StubHub, Inc., Attn: Litigation Department, 2145 Hamilton Avenue, San Jose, CA 95125.

For your convenience, we are providing an Opt-Out Notice form you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the StubHub account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the User Agreement, including all other provisions of Section 9 'Disputes with StubHub', will continue to apply. Opting out of this

Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

F. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and StubHub prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and StubHub. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on <http://www.StubHub.com> at least thirty (30) days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

22.2 If you reside outside of the United States and a dispute arises between you and StubHub, we strongly encourage you to first contact us directly to seek a resolution by contacting [Customer Service](#). For the avoidance of doubt, if you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any ADR procedures or services, unless otherwise (i) specified in the country-specific additional provisions below, and/or (ii) provided by law.

23. Release and indemnification

23.1 To the fullest extent permitted by law, you release and covenant not to sue StubHub, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between users. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

23.2 You agree to indemnify and hold us and (if applicable) our parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the "**StubHub Indemnitees**") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by us and (if applicable) any StubHub Indemnitee resulting from or arising out of your breach of this User Agreement, your improper use of our Site or Services, and/or your violation of any law or the rights of a third party.

24. Country specific additional provisions

Applicable to US residents

24.1 If you are a Californian resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Applicable to events located in the state of Illinois (USA)

24.2 For any user that is selling a Ticket to an event located in the state of Illinois, the following applies: pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, Buyers and Sellers may elect to submit complaints against one another to the American Arbitration Association ('AAA') under its rules and procedures. The AAA's rules are available at www.adr.org. Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement and all incorporated Policies. Buyers and Sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

Applicable to consumers resident in Germany

24.3 For consumers resident in Germany (Sec. 13 of the German Civil Code), the provisions in the Appendix 2 - Germany will apply and take precedence over the provisions of this User Agreement and the Additional Policies, to the extent there is a conflict.

Applicable to consumers resident in France

24.4 For consumers resident in France, the provisions in Appendix 3 - France will apply and take precedence over the provisions of this User Agreement and the Additional Policies, to the extent there is a conflict.

25. General provisions

25.1 This User Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this User Agreement will be valid or effective unless made in accordance with the express terms of this User Agreement.

25.2 If any provision of this User Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this User Agreement shall not be affected.

25.3 We may assign or transfer our rights and obligations under this User Agreement at any time, provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you. You may not

assign or transfer this User Agreement, or any of its rights or obligations, without our prior written consent, which we can refuse in our sole discretion.

25.4 No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this User Agreement, your use of the Site, or the provision of our Services. A person who is not a party to this User Agreement has no right to enforce any term of this User Agreement.

25.5 Nothing in this User Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

25.6 The subject heading at the beginning of each paragraph of this User Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph. The following sections survive any termination of this User Agreement: Contracting entity, fees and other charges, taxes, payments, abusing StubHub, content, liability, applicable laws, release and indemnification, additional provisions applicable to US residents and events in the USA, general provisions.

25.7 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

25.8 Legal notices to us shall be served by registered mail to your relevant entity listed in Clause 2.1. We shall send notices to you by email to the email address you provide to us during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the postal address provided during registration. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Appendix 1

To report infringement of your intellectual property appearing on stubhub.com

Notice of Infringement: If you have a good faith belief that your intellectual property rights have been violated, you can submit a Notice of Claimed Infringement to StubHub's designated agent with the following information:

1. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification or description of the copyrighted work or other intellectual property you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the right at issue (for example, trademark or patent);

3. Identification or description of where the material that you claim is infringing is located on StubHub, with enough detail that we may find it on the Site including, whenever possible, the URL;
4. Brief description of how the challenged content infringes the owner's intellectual property rights;
5. Your address, telephone number, and email address;
6. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
7. A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the owner's behalf.

StubHub's designated agent can be contacted as follows: by mail to StubHub's Designated Agent, StubHub, Inc., 583 West eBay Way, Draper, Utah 84020; by email to copyright@StubHub.com; by phone at 1.866.322.9106; or by fax to 1.801.757.9521.

To challenge a DMCA takedown for content appearing on [stubhub.com](https://www.stubhub.com)

DMCA Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to the Designated Agent at the address(es) listed above:

1. Your physical or electronic signature;
2. Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by StubHub's Designated Agent, StubHub may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at StubHub's sole discretion.

To report infringement of your intellectual property appearing on any other Stubhub domain

Contact [Customer Service](#) and provide your name, contact details and sufficient details to enable us to review your complaint.

[Back to section 18 - Protecting intellectual property rights](#)

Appendix 2 - Germany

Applies to consumers resident in Germany

This Appendix to the StubHub Global User Agreement and Additional Policies ("**Appendix**") applies to consumers resident in Germany (§ 13 German Civil Code, Bürgerliches Gesetzbuch, BGB). Any and all provisions in this Appendix take precedence over the User Agreement and/or the Additional Policies.

1. Modifications to the User Agreement

This Appendix to the StubHub Global User Agreement and Additional Policies ("**Appendix**") applies to consumers resident in Germany (§ 13 German Civil Code, Bürgerliches Gesetzbuch, BGB). Any and all provisions in this Appendix take precedence over the User Agreement and/or the Additional Policies.

In addition to the provisions of Clause 1 of the User Agreement, modifications to the Global User Agreement will be suggested to you at the latest 30 days prior to their suggested date of effectiveness in text form (e.g. by email). Your acceptance shall be deemed as declared if you have not declared your rejection prior to the suggested date of effectiveness of the modifications. In the event that you do not agree to the modifications to the User Agreement (as notified to you), you have the right to cancel the agreement regarding the use of the StubHub Services prior to the suggested date of effectiveness of the modifications with immediate effect and free of any charges. In the notification, we will specifically point out your right of cancellation and the applicable period. In addition, we shall publish the modified User Agreement on our Site.

2. No Right of Revocation

2.1 In accordance with Clause 7 of the User Agreement, as a Seller you do not have a right of revocation after a Buyer accepts your offer by purchasing your Ticket through our Site.

2.2 In addition to the provisions in Clause 9 of the User Agreement, as a Buyer you do not have a right of revocation in respect of the purchase of Tickets as they are services in connection with leisure activities (§ 312g Abs. 2 Nr. 9 BGB) where the contract provides for the rendering of the service on a specific date or during a specific period of time.

3. Limitation of Liability

Clause 20 of the User Agreement does not apply and shall be replaced by the following provisions:

3.1 We shall be liable in accordance with the statutory provisions in the event of (i) intentional and grossly negligent behaviour by StubHub, its legal representatives, executive employees and other vicarious agents

(“Erfüllungsgehilfen”); (ii) the acceptance of guarantees or other liability independent from fault; (iii) claims under the Product Liability Act (“Produkthaftungsgesetz”); or (iv) a culpable injury to life, body or health. We shall be liable on the merits in respect of each violation of material contractual duties, i.e. such duties that you may in a justified manner regularly expect to be fulfilled in the course of the orderly performance of the User Agreement, caused by simple negligence by us, our representatives, our executive employees and vicarious agents, in this case however, limited as to the amount to typically occurring and foreseeable damage.

3.2 We exclude any further liability.

3.3 To the extent our liability is excluded or limited, the same shall apply for the personal liability of our legal representatives, executive employees and normal vicarious agents.

3.4 StubHub users are liable for information and other content listed by them. StubHub shall neither review the accuracy nor the completeness of the information listed and other contents, and does not give any warranty for accuracy or completeness.

4. Indemnity and Compensation

Clause 23 of the User Agreement does not apply and shall be replaced by the following provision:

You shall indemnify StubHub in respect of any and all claims asserted by third parties against StubHub based on a violation of their rights by your use of StubHub services. You shall in this respect also bear all costs for the necessary legal defence by StubHub including any and all court and lawyer fees in the statutory amount. This shall not apply if and to the extent you are not legally responsible for the violation. In the event of an assertion of rights by third parties, you are obliged to provide StubHub immediately with all accurate and complete information as required for a review of the claims and a defence against them.

5. Liability for Culpable Behaviour only / Lump-sum Claims for Damages

Clauses 6.2, 7.3 sentence 5 and 19.2 of the User Agreement shall apply subject to the provision that costs shall be borne by the user only if and to the extent the user culpably breached the contract. In respect of a lump-sum claim for damages, the user has the right to prove that in fact no or a lower damage has occurred.

6. Applicable Law / Place of Jurisdiction

6.1 Clause 21.1 of the User Agreement provides for the laws of the State of California (United States) to apply to the User Agreement with regard to consumers resident in the EU and for an additional application of the

mandatory provisions of the consumer protection law of the member state you reside in. **Note that your German consumer protection rights therefore remain unaffected.**

6.2 Under Clause 21.2 of the User Agreement, as a consumer resident in the EU you submit to the non-exclusive jurisdiction of the courts of the State of California (United States). It means that you have the right to initiate legal proceedings (i) in the State of California (United States); or (ii) before the courts at your place of residence in Germany or (iii) in Spain. StubHub is only allowed to initiate legal proceedings against consumers resident in Germany before the courts in Germany.

6.3 Please note that we do not (and are not legally obliged to) participate in any ADR procedures or services. Consumers (§ 13 BGB) have the right to revoke the User Agreement with StubHub as follows:

Information on the Right of Revocation

Right of Revocation

You have the right to revoke this contract within 14 days without having to state any reasons. The revocation period is 14 days from the date of conclusion of the contract. In order to assert your right of revocation, you must inform us of your decision to revoke the contract via mail, telephone or email by way of a clear declaration (e.g. a letter sent by post, telefax or email). You may make use of the attached template for revocation, although this is not mandatory. The time-limit for the right of revocation shall be deemed to be observed by the timely dispatch of the declaration of revocation prior to the expiry of the revocation period.

Consequences of Revocation

In the event that you revoke this contract, we are obliged to return to you any and all payments received by us, including delivery costs (with the exception of additional costs where you have chosen delivery other than the standard delivery at the lower price offered by us), immediately and at the latest within 14 days from the date we receive the notification of the revocation of this contract. For these return payments, we shall make use of the same payments methods you have used for the initial transaction, unless otherwise expressly agreed with you; in no event will we charge any fees for these return payments. In the event where you have requested that the services should commence during the revocation period, you are obliged to pay us an appropriate amount corresponding to the share of the services already rendered until the point in time you inform us of the revocation of the contract, compared to the total scope of services provided for in the contract.

[Back to section 24 - Country specific additional provisions](#)

Appendix 3 - France

Applies to consumers resident in France

Clause 17.1 of the User Agreement shall not apply and shall be replaced as follows:

17. Content

17.1 You own and are solely responsible for any content including images, text, audio or other materials that you submit (“**User Content**”). By submitting User Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future for uses in relation with StubHub activities.

The rights granted under the licence include, but are not limited to, the following:

- **Right to reproduce:** The right to reproduce all or part of the User Content on all media (including paper, digital, magnetic, known or not yet known) by any means (including printing, photographic, audiovisual and digital, known or not yet known) without restriction or limitation of number and whatever the type of intended use by StubHub, whether carried out with or without payment.
- **Right to distribute:** the right, for all or part of the User Content, to distribute it, disseminate it, in any manner whatsoever by any known or as yet unknown process, using any existing and future communication networks, such as digital, intranet, internet, mobile phone, etc. This right is given for all types of uses contemplated by StubHub, whether carried out with or without payment.
- **Right to adapt or modify:** right to adapt or modify all or part of the User Content, including without limitation the right to change, to make a new version, to translate, to assemble or incorporate it within a broader or different content, regardless of the type of use envisaged by StubHub, whether carried out or without payment.

You grant StubHub the right to use your name or image in association with your User Content for the authorized uses above, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees. The following clarification shall apply in addition to Clause 21 (**Applicable Law / Place of Jurisdiction**) of the User Agreement:

Under Clause 21.2 of the User Agreement consumers resident in the EU submit to the non-exclusive jurisdiction of the courts of the State of California (United States). It means that you have the right to bring legal proceedings (i) in the State of California (United States); or (ii) before the courts at your place of residence in France. StubHub is only allowed to initiate legal proceedings against consumers resident in France before the courts in France. In the event of a dispute between you and StubHub, we encourage you to contact our Customer Service in the first instance to find a solution. We will consider reasonable requests for dispute resolution through alternative procedures, such as mediation or arbitration, and alternatives to court proceedings.

Back to section 24 - Country specific additional provisions

User Privacy Notice

Posted and effective for new users: June 1, 2017

Effective for current users: July 1, 2017

[See the previous Privacy notice](#)



The StubHub websites are a licensee of the TRUSTe Web Privacy Program. In order to view our relationship with TRUSTe, please visit the validation page visible by clicking on the TRUSTe seal. If [Customer Service](#) cannot answer your privacy-related questions, please use the TRUSTe Watchdog Dispute Resolution Process. The TRUSTe certification applies only to information that is collected through a StubHub website.

User Privacy Notice Contents
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Collection
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Security
Other important information
Questions or complaints



Scope and Consent

This User Privacy Notice ("Privacy Notice") applies to your use of any StubHub sites where this Privacy Notice appears in the footer, and to any StubHub application, tool, or associated service (collectively the

"Marketplace Services") where this Privacy Notice is referenced, regardless of how you access or use them, including through mobile devices. If you use the Marketplace Services to list and sell tickets to events located in the European Economic Area (in this capacity "Seller") this Privacy Notice also applies to your use of the payment processing services ("Payment Services") provided to you by StubHub Services S.a.r.l. ("StubHub Services") in accordance with the Payment Services Agreement for Sellers ("Payment Services Agreement"). BY INSTALLING, USING, REGISTERING, OR OTHERWISE ACCESSING OUR MARKETPLACE SERVICES OR PAYMENT SERVICES (COLLECTIVELY, THE "SERVICES"), YOU GIVE EXPLICIT CONSENT TO OUR COLLECTION, USE, DISCLOSURE AND RETENTION OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY NOTICE AND ENFORCED THROUGH OUR USER AGREEMENT AND PAYMENT SERVICES AGREEMENT. IF YOU DO NOT AGREE TO OUR POLICIES AND PRACTICES AS SET FORTH IN OUR PRIVACY NOTICE, USER AGREEMENT OR PAYMENT SERVICES AGREEMENT, PLEASE DO NOT INSTALL, USE, REGISTER FOR OR OTHERWISE ACCESS OUR SERVICES.

This Privacy Notice describes:

- The personal information we collect and how we use that information;
- The choices you have about how we communicate with you and what personal information you share;
- When we might disclose your personal information; and
- How we retain and protect your personal information.

Your data controller for Marketplace Services is as follows:

- If you reside within the United States your data controller is StubHub, Inc. (including its affiliate Last Minute Transactions, Inc. (operator of Last Minute Services)), 199 Fremont Street, San Francisco, CA 94105.
- If you reside within Canada your data controller for Marketplace Services is StubHub Canada Ltd, 500 King St West Suite 200 Toronto, Ontario, Canada M5V 1L9 with effect from October 1, 2017. Before October 1, 2017, your data controller for Marketplace Services is StubHub, Inc. (including its affiliate Last Minute Transactions, Inc. (operator of Last Minute Services)), 199 Fremont Street, San Francisco, CA 94105
- If you reside elsewhere, your data controller is StubHub Europe S.a r.l., 22-24 Boulevard Royal, L-2449, Luxembourg.

Your data controller for Payment Services is as follows:

- Regardless of your domicile, the responsible authority for your use of the Payment Services in accordance with the Payment Services Agreement is StubHub Services S.à.r.l, 22-24 Boulevard Royal, L-2449 Luxembourg.

Your data controller is responsible for the collection, use, disclosure, retention and protection of your personal information in accordance with our global privacy standards as well as any applicable laws. Your data controller may transfer data to other members of the [eBay Inc. Corporate Family](#) ("the eBay Group") as described in this Privacy Notice. In addition, StubHub Services may transfer your personal information to StubHub Europe S.à.r.l, StubHub Inc., eBay International AG and other members of the eBay Group and the

recipients named in the Payment Services Agreement. We may process and retain your personal information on our servers in the United States, the European Union, and elsewhere in the world where our data centers are located.

Personal Information

"Personal information" is information that can be associated with a specific person and could be used to identify that specific person whether from that data alone or from that data in combination with other information that StubHub has or is likely to have access to. We do not consider personal information to include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to identify a specific person.

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Changes to this notice

We may amend this Privacy Notice by posting the amended terms to this site. All amended terms automatically take effect 30 days after they are posted. We will announce any material changes to this Privacy Notice through an alert on the site or via an email communication. Your continued use of the website and/or Services indicates your acceptance of the amended Privacy Notice.



Global Privacy Standards

Our parent company eBay Inc. has established global privacy standards for all eBay Inc. companies known as our Binding Corporate Rules (BCRs). They are our commitment to protect your personal information and honor our privacy obligations regardless of where your personal information is collected, processed or stored. Our BCRs have been approved by a number of European Union privacy regulators. More information about

our BCRs and our global privacy practices and principles, including information on how to contact us, is available at our [eBay Privacy Center](#).

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Collection

We collect personal information from you and the devices (including mobile devices) you use to access or use our Services. This personal information we collect includes, but is not limited to, personal information of the kinds described below:

Personal information you give us when you use our services

- Information you provide us when registering with StubHub, which may include name, physical address, email address, telephone and/or mobile phone number, business seller information, tax identification number;
- Information you provide us when creating a profile on StubHub, which may include a profile picture and access to your camera and/or photo library (if you choose to enable this service on your computer or device); events you will be attending or have attended based on your purchases on StubHub (“My Activity”); your favorite artists, shows, teams, venues, genres or any other event-related interests based on your scanned music library(ies) (if you choose to enable this service on your computer or device) and anything you identify as a favorite on StubHub (collectively, your “Favorites”); your friends’ identity and contact information based on the contacts in your phone’s address book (if you choose to enable this service on your computer or device) and your friend list on any linked social media accounts;
- Financial information such as PayPal account information, credit card, or debit card or bank account information;
- Transactional information based on your activities on our sites and through our Services (such as information on your buying and selling activity, ticket information and other content you generate or that relates to your account);

- Shipping, billing and other information you provide to purchase or list a ticket, as well as, where shipping services are provided through one of our programs, additional relevant shipping information (such as tracking updates) provided by the chosen shipping partner;
- Information provided through user ratings and reviews, chats, dispute resolution, referral services, information added to a web form or when adding/updating your account information, correspondence through our sites and Services, correspondence with our customer service team or correspondence sent to us;
- Recordings of telephone communications, provided that consent has been obtained for recording in accordance with applicable laws;
- Additional information that may be necessary or required by applicable national laws to verify your or your business' identity, or other information pertaining to your account or listings, and comply with anti-money laundering regulations or similar laws. Such information may include the name and address of legal representatives and beneficial owners, date of birth, nationality, articles of association, and copies of your passport and/or other identification documents.

Personal information we collect automatically when you use our services

We also collect information about your interaction with our sites and Services, advertisements (Marketplace Services only), mobile notifications or e-mail communications. This is typically information we receive from your computer or other devices, including your mobile devices.

- Device ID or unique identifier, device type, ID for Advertising, unique device token;
- Geo-location information, including location information from your mobile device.
- Keep in mind that: Most mobile devices allow you to control or disable the use of location services in the device's settings' menu.
- You may also be presented with an additional notice when using our Services explaining any additional information we may collect from you that is not listed in this notice.
- Computer and connection information;
- Statistics on page views, traffic to and from the sites, referral URL, ad data, IP address, browsing history and web log information.

Personal information we collect using cookies, web beacons and similar technologies

We use cookies, web beacons, unique identifiers, and similar technologies to provide and improve our Services and personalized advertising and marketing (Marketplace Services only) and to provide a safer and personalized experience on our sites. We collect information about the pages you view, the links you click and other actions you take on our Services, or within our advertising or email content. For more information about our use of these technologies and how to control them, see our notice on Cookies, Web Beacons and Similar Technologies.

Personal information from other sources

- We may supplement the information we collect from you (including information we automatically collect from you when you use our Services) with information we obtain from third parties and add it to your account information. This may include publicly available demographic information; additional contact information, user information or account information (including third-party account information) and other information required to verify you or your business' identity or user information or to assess fraud; credit check information; and information from credit bureaus as permitted by law. We may combine information you give us with information we collect from other sources and use it for the purposes disclosed in this Privacy Notice.
- We may allow you to share information with third party social media sites, or use social media sites to create your account or to connect your account with the respective social media sites. Those social media sites may give us access to certain personal information stored by them (e.g. content viewed, content liked by you, and information about the advertisements within the content you have been shown or may have clicked on etc.). If you provide us with access to any site with video content, then you agree that we may share your video viewing with, or obtain information about your video viewing from, third-party social media sites for at least two years or until you withdraw consent. You control the personal information you allow us to have access to through the privacy settings on that third party site and the permissions you give us when you grant us access. By associating an account managed by a third party with your account and authorizing StubHub to have access to this information, you agree that StubHub may collect, use and store the information provided by these sites in accordance with this Privacy Notice.
- If you give us personal information about someone else, you must do so only with their consent. You agree to inform them that we have collected their personal information and tell them how we collect, use and disclose the personal information.

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Use and Retention

We use the personal information we collect to: operate, improve and personalize our Services, to contact you about your account or our Services, provide you customer service, customize our advertising and marketing, to detect, prevent and mitigate fraudulent or illegal activities and to comply with our legal obligations. You agree that we may use your personal information as follows:

Operate, improve, and personalize our services

- Provide you use of and access to our Services;
- Process payments for Sellers;
- Offer content on the site that includes articles and services you might like;
- Give you access to your purchase and sales history, payment transaction history, internal email and other features and functionalities;
- Customize, measure, personalize and improve our Services;
- Provide other services requested by you as described when we collect the information;
- Provide you with location-based services, such as advertising, search results, and other personalized content using geo-location information.

Contact you and provide you customer service

- Provide customer support you request for our Services or for the products offered by members of our corporate family;
- Contact you, either via postal mail, email, phone (including using auto-dialed or pre-recorded messages and text messages from StubHub at any telephone number that you have provided us or we have otherwise obtained) to (i) notify you regarding your Account; (ii) provide customer support; (iii) collect a debt; (iv) resolve a dispute; (v) poll your opinions through surveys or questionnaires; (vi) contact you with marketing or promotional material; or (vii) as otherwise necessary to service your Account, provide the Services, applications or tools, or enforce this User Agreement, our policies, applicable national law, or any other agreement we may have with you. Standard message and data rates may apply.

Customize our advertising and marketing communications with you

- Customize, measure, and improve our content and advertising based on your ad customization preferences;
- If you have given your consent to this, we will provide you with up-to-date offers, special offers, events and surveys about StubHub as well as the products and services of selected companies of the eBay group of companies. You only receive marketing communications from StubHub and only on the communication path (eg e-mail, telephone, SMS) and with the content (eg advertising for companies of the eBay group of companies mentioned in the agreement), which is covered by your consent. Without your consent, we will only send you marketing communications in the legally permissible cases (eg by mail, as long as you do not contradict).
- Contact you and deliver targeted marketing about our services and those of our corporate family, service updates and promotional offers either via email, telephone (including using auto-dialled or pre-recorded messages), SMS text, or postal mail, based on your communication preferences. Message and data rates may apply.

Detect, Prevent and Mitigate Fraudulent or Illegal Activities

- Prevent, detect, investigate and report fraud, security breaches, potentially prohibited or illegal activities;
- Protect the security or integrity of our sites and Services;
- Comply with anti-money laundering obligations;
- Sanctions list scanning;
- Enforce our User Agreement or other applicable policies;
- Compare the personal information you provide for accuracy, and verify it with information provided by third parties as necessary.

Other

- For accounting and litigation purposes
- To check your creditworthiness and solvency.

We retain your personal information as long as it is necessary and relevant for our operations. Upon request, personal information from closed accounts will be deleted or rendered anonymous as soon as reasonably

possibly after the account is closed or deactivated. Under certain circumstances we may retain personal information from closed accounts to comply with national laws, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce our User Agreement, and take other actions permitted or required by applicable national laws. After it is no longer necessary for us to retain your personal information, we will dispose of it in a secure manner according to our data retention and deletion policies.

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Choice

You have a choice about how we use your personal information to communicate with you, send you marketing information (Marketplace Services only), and provide you with customized and relevant advertising (Marketplace Services only), and whether you want to stay signed into your account.

Communication Preferences

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. If you do not wish to receive marketing communications from us, you can unsubscribe from the link in the email you received, change your Notifications preferences within My Account or indicate your preferences within the direct communication from us.

Similarly, you have the choice to opt into receiving push notifications on your device and within the application. You can opt out of receiving push notifications within your device settings. In some cases, you may opt into receiving SMS messages. You can opt out of receiving SMS anytime by changing your preferences or following the prompts within the SMS message.

You may not opt out of receiving administrative messages, customer services responses or other transactional communications. If you have agreed to receive marketing communications through check-out with our partners, you must change your communication preferences with them directly.

Advertising (marketplace services only)

We do not allow third parties to track or collect your personal information on our sites for their own advertising purposes without your explicit consent. If you do not wish to participate in our ad-customization programs, you can opt-out by following the directions provided within the applicable advertisement. The effect of an opt-out will be to stop targeted advertising, but it will still allow the collection of usage data for certain purposes (e.g. research, analytics and internal online services operation purposes).

Automatic friending (marketplace services only)

If you elect to sync your Facebook profile and/or your address book with your StubHub account, you will automatically see your friends' activities (e.g. if they attended or are attending an event) and their Favorites in your My Activity feed and vice versa. You can disable the automatic friending feature and your sharing preferences (including choosing to share or not share certain elements within your My Activity feed) in your account settings.

Withdraw consent

If you withdraw your consent for the use or disclosure of your personal information for the other purposes set out in this Privacy Notice you may not have access to all of our Services and we might not be able to provide you all of the Services and customer support offered to our users and authorized under this Privacy Notice and our User Agreement and Payment Services Agreement.

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Access

We take steps to ensure that the personal information we collect is accurate and up to date, and that you have the ability to access or correct it.

- You can see, review and change most of your personal information by signing on to your account. Please update your personal information immediately if it changes or is inaccurate.
- Once you make a public posting, you may not be able to change or remove it. Upon your request, we will close your account and remove your personal information from view as soon as reasonably possible, based on your account activity and in accordance with applicable law.
- We will honor any statutory right you might have to access, modify or erase your personal information. You can contact [Customer Service](#) to request access. Where you have a legal right to request access or request the modification or erasure of information, we can still withhold that access or decline to correct information in some cases in accordance with applicable law, but will give you reasons if we do so.

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Disclosure

We disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a listing or other content violates the rights of others, or protect the rights, property or safety of any member of the eBay Inc. corporate family, other users or third parties. Such information will be disclosed only in accordance with applicable laws and regulations (such as professional secrecy obligations). We minimize the amount of personal information we share to what is directly relevant and necessary to accomplish the specified purpose. As stated above, we do not disclose your personal information to third parties for their marketing purposes without your explicit consent.

We may share your personal information with:

- [Members of the eBay Inc. corporate family](#) to provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of our policies, to guide decisions about their products, sites, applications, tools, services and communications and to provide customized advertising. Members of our corporate family may use this information to send you marketing communications only if you have consented to their services and will use your personal information in compliance with their respective privacy policies and our global privacy standards.
- PayPal Inc. and its corporate family to prevent fraud or assess and manage risk (including to help protect your account from fraudulent activity or alert you if we detect such fraudulent activity on your account), to provide customer services (including to help service your account or resolve disputes, e.g., billing or transactional), and to comply with anti-money laundering and counter-terrorist financing verification requirements.
- Third party service providers, payment processors and financial institutions under contract who help with our business operations (such as, but not limited to, fraud detection and investigations, identity verification services, payment processing, bill collection, affiliate and rewards programs, website operations, fulfilment and delivery services or ticket cancellation and reissue services).
- Co-branded partners for certain sites, events or listings. When we identify a co-branded partner for a site, event or listing, you agree that we may share contact information and transaction data (excluding payment information) with that partner. Information shared with a co-branded partner is subject to their privacy policy. We do not control the privacy policies of co-branded partners and we encourage you to review their privacy policies.
- Marketing partners for certain sites, events or listings where you agree during checkout that you would like your information shared for their marketing purposes. We may share your contact information and transaction data (excluding payment information) with the marketing partner identified in checkout. Information shared with a marketing partner is subject to their privacy policy. We do not control the privacy policies of marketing partners and we encourage you to review their privacy policies.
- Other StubHub users, whether located in your country of residence or outside of your country of residence, as necessary or appropriate for the transaction or as authorized by your use of our Services. For example, when you purchase a ticket, a seller may receive your contact information and transaction data (excluding payment information) or other information that might be included on a ticket in order for the seller to complete the transaction or provide box office services. Such information is subject to the seller's privacy policy.
- Other third parties to whom you explicitly ask us to send your information (or about whom you are otherwise explicitly notified and consent to when using a specific service).
- Local and foreign law enforcement or regulatory agencies, other government officials or authorized third-parties, in response to a verified request relating to a criminal investigation (i.e. a subpoena, court order or substantially similar legal procedure) or alleged or suspected illegal activity or any other activity that may expose us, you, or any other StubHub user to legal liability, or if we believe in good faith that disclosure is necessary for the prevention or detection of crime, the capture or prosecution of offenders, or the assessment or collection of tax or duty. In such events, we will disclose information relevant and necessary to the investigation or inquiry, such as name, address, telephone number, email address, IP address, fraud complaints, sales and/or purchase history or payment transaction history.

- Credit bureaus to which we might report information about your account, including information on late fee payments, missed fee payments or other defaults on your account that may be reflected in your credit report, as allowed by applicable law. We may share information about you in order to check your creditworthiness and solvency.
- Third parties commencing, or involved in, a legal proceeding if they provide us with a subpoena, court order or similar legal document, or if such disclosure is necessary for the purpose of obtaining legal advice or is necessary for the purposes of establishing, exercising, or defending legal rights.

While we use contractual and other measures to ensure protection of personal information, the laws and regulations relating to privacy and personal information protection in other jurisdictions may not be the same as, or similar to, your local privacy laws. The governments, courts, law enforcement or regulatory agencies in these other jurisdictions may be able to request disclosure of personal information through the laws of these countries. In an effort to respect your privacy, we will not otherwise disclose your personal information to law enforcement, other government officials, or other third parties without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm, financial loss or to report potentially illegal or fraudulent activity.

If we were to merge with or be acquired by another company, we may share information with them in accordance with our Global Privacy Standards. Should such an event occur, we will require that the new combined entity follow this Privacy Notice with respect to your personal information. If your personal information will be used or disclosed for any purposes not covered in this Privacy Notice, you will receive prior notification of the use of your personal information for the new purposes.

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Security

We protect your information using technical and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

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Other important information

There are just a few more pieces of important privacy information related to your use of our Services that we need to cover:

Using information obtained on StubHub

Other users have access to the information you share on StubHub (e.g. listings, ratings and reviews, business seller information) and may have access to other users' contact, delivery and transaction data as necessary to facilitate ticket purchases, sales and payment transactions. You may only use the personal information that you have access to for transaction-related purposes, for using services offered through StubHub (such as delivery services) and for purposes expressly consented by the user to whom the information relates. Using personal information that you have access to for any other purpose, including marketing without appropriate consent, is a violation of our User Agreement and other policies.

Unwanted or threatening email

Sending unwanted or threatening email is against our policies and constitutes a violation of our User Agreement. To report StubHub-related spam or spoof emails please forward the email to safety@stubhub.com.

Children's Privacy

Our websites are general audience websites, and our Services are not intended for users under the age of 18. We do not knowingly collect personal information from users in this age group.

Third Party Privacy Practices

This Privacy Notice addresses only the use and disclosure of personal information we collect from you. If you disclose your information to others, their privacy notices and practices will apply. We cannot guarantee the privacy or security of your information once you provide it to a third party and we encourage you to evaluate the privacy and security policies of any third party before entering into a transaction and choosing to share your information.

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Questions or Complaints

If you have questions or concerns about this Privacy Notice or our global privacy processes, you can contact [Customer Service](#) or write to your data controller at the addresses listed in the Scope and consent section (and specifying Re: Privacy Notice).

You can also find more information on our global privacy processes and how to contact us at our [eBay Privacy Center](#).

If Customer Service cannot answer your privacy-related questions, please use the [TRUSTe Watchdog Dispute Resolution Process](#) (free of charge) or contact your local privacy regulator. For any other questions or complaints, please contact Customer Support.

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Mobile Privacy Notice

This Mobile Privacy Notice summarizes your privacy rights regarding our collection, use, sharing and protection of your personal information. It applies to any StubHub Mobile Application Service (App) where this Mobile Privacy Notice is referenced. BY INSTALLING AND USING THIS APP YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO OUR COLLECTION, USE, SHARING, AND PROTECTION OF YOUR PERSONAL INFORMATION AS SUMMARIZED BELOW AND AS FULLY DESCRIBED IN OUR USER PRIVACY NOTICE.

In order to maximize the benefits of this App, please opt-in or modify the collection settings in your phone's privacy settings (where applicable). If you have a question or complaint about this Privacy Notice, our global privacy standards or our information handling practices, then please [Contact Us](#).

Collection, Use, Sharing, and Protection of Your Personal Information

Collection



With your authorization, we may access precise location information from your mobile device to provide you a customized experience



With your authorization, we may access your mobile device contact information to help you manage your communication with others



With your authorization, we may access calendar information from your mobile device to help you schedule reminders



With your authorization, we may access the camera or photo library on your mobile device so that you can do things like list an item



When you connect your StubHub account with a third party social networking or sign-in service, we may create and authenticate your account or connect your account with other features and services. You control the personal information we have access to through (a) the privacy settings in the App and (b) the permissions you express on the device used to grant us access to your personal information retained within, and collected by, the App



With your authorization, we may access your mobile device's music library and music preference information to offer you a customized experience

Use



We may use your information to serve you customized advertising if you allow us. You can opt-out using your device's setting

Sharing



Only with your consent will we share your information with third-parties to use for their own marketing purposes



We share your information with [members of our corporate family](#) to improve content and services and to enhance your experience



We share your information with service providers under contract who help us operate our business and who process your information according to our instruction



We share your information with law enforcement or authorized third parties, to investigate illegal activity or violations of our user agreement

Protection



We protect your information using technical and administrative security measures designed to reduce the risks of loss or misuse

Seller Policies

We count on you to help us keep StubHub a safe, secure, and reliable place for fans to buy and sell tickets. We need you to understand and follow a few rules, including our User Agreement and User Privacy Notice, to make sure our marketplace continues to thrive.

In addition, your sales on StubHub are subject to the following Seller Policies. To the extent permissible by applicable law in your jurisdiction, StubHub reserves the right to modify these Seller Policies at any time without prior notice. If we modify these Seller Policies, we will post the modified Seller Policies (with date modified) on the StubHub Site (“Site”) or Application or will provide you notice by email. By continuing to list tickets after we have posted the modified Seller Policies (or, if applicable, provided you notice), you are indicating that you agree to be bound by the modified Seller Policies.

Seller Policies contents

Some of the things you're not allowed to list

The rules for listing tickets

The rules for getting tickets to buyers
How we handle cancelled events, playoff games, and postponed events
Getting paid, paying taxes, and tips on avoiding fees
Other stuff you're not allowed to do
What happens when you break the rules
Country Specific Additional Provisions
Contact Details

1. Some of the things you're not allowed to list

Here's a list of ticket types or ticket items that you're not allowed to list for sale on StubHub.

- **Listings without event access (Non-event ticket items)** - You may only list non-event ticket items as an add-on to your event ticket listings or as otherwise approved by StubHub. The most common forms of non-event items include:
 - Pit passes
 - Club passes
 - Party passes
 - Parking passes (may only be sold on their own as part of a "PARKING ONLY" event listing created by StubHub).
- **Tickets for non-consecutive seats** - All of the seats in your listing must be together (consecutive), unless they are piggyback seats (see below).
- **"Piggyback seats"** - If you're listing "piggyback" seats, you must select the "Piggyback" check box when listing your tickets for sale. To list piggyback seats, your seats must
 - Be directly behind one another (not staggered or off to the side)
 - Be in 2 consecutive rows, and
 - Have the same number of seats in each row
- **Speculative tickets** - You must only list tickets that you already have in your possession ('In Hand') or that have been allocated to you. Speculative tickets or 'spec tickets' are tickets that are listed for sale or sold before the seller actually owns the tickets or before the tickets have been allocated to the seller. Listing or selling speculative tickets on StubHub is not allowed and may result in account suspension, fees, charges or other consequences. Sellers who regularly list tickets that are not in their possession and who are known to have listed speculative tickets in the past, may be required to provide an earlier In Hand Date than is normally required (for In Hand Date, see Section 2 below).
- **Stolen property** - We probably don't need to tell you this, but selling stolen tickets or other stolen items on StubHub is against the rules and violates various laws.

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2. The rules for listing tickets

Providing accurate and complete information about your tickets during the listing process is one of the keys to becoming a successful seller and is a requirement to list on the Site. If you do not follow all of the requirements in this section when listing your tickets, your listings may not appear on the Site, your sale may be cancelled, you may not get paid, you may incur fees (associated with us finding replacement tickets for, or refunding, the buyer and/or a fixed admin fee), or you may be subject to other consequences specified in these Seller Policies and Clause 19 of the User Agreement.

2.1 Accurately tell us when you'll be able to send the tickets to buyers (if your tickets aren't In Hand)

For tickets to events located in the US or CANADA (unless otherwise specifically noted)

It's OK to list tickets you own but don't have in your possession yet ('Not In Hand') as long as you're absolutely certain you will have them on the date you give us when listing the tickets (the 'In-Hand Date'). The In-Hand Date you select is the beginning of your shipping window to complete the sale. We'll show buyers a delivery estimate based on your In-Hand Date which sets their expectations of when they'll receive the tickets they purchased, so be accurate. If you're not sure when you will have the tickets in your possession, hold off on listing the tickets or select the latest date available on the calendar. If your tickets haven't sold and the In-Hand Date changes, you may change the In-Hand Date without incurring fees. If your tickets have sold and the In-Hand Date changes, you may incur additional fees.

For tickets to events located in the European Economic Area (and any countries besides US and Canada unless specifically noted)

It's OK to list tickets you own but don't have in your possession yet ('Not In Hand') as long as you're absolutely certain you will have them within 3 days to the event (In Hand). The In Hand Date is the beginning

of your shipping window to complete the sale to ensure buyers receive the tickets in time for the event. We'll show buyers a delivery estimate of one day prior to the event. If you're not sure when you will have the tickets in your possession, hold off on listing the tickets.

2.2 Select the right delivery method for your ticket type

Except for tickets sold through LMS, StubHub will show you the delivery methods available for the event during the listing process. Not all delivery methods are available for all events. The delivery method determines the last available date to send tickets that are Not In Hand and the date and time the listing will expire (i.e. no longer be visible to buyers). This allows you adequate time to get tickets to buyers before the event.

For some of our integrated partner teams and venues (such as most Major League Baseball teams in the US and some venues in the UK), you'll deliver your tickets by entering the barcodes printed on them. This type of delivery applies to all types of tickets and is not the same as electronic delivery of PDF files (see below).

For all other events, when you start listing your tickets on the 'Enter your ticket details' page, you'll select a delivery method based on the type of tickets you have - electronic tickets (e-tickets), paper printouts, or traditional 'hard' tickets (such as tickets printed on card stock). Once your tickets sell, you can't change the delivery method and you must deliver the tickets using the delivery method you selected.

Important: If you have 'hard' tickets, you must select the shipping option (such as UPS or the relevant third party carrier) or use Last Minute Services (LMS) where available. You must not select electronic delivery, as traditional 'hard' tickets cannot be delivered electronically. And you cannot scan, copy, or photograph them to convert them into PDF files.

For Instant Download and LMS tickets in all locations

Instant Download: If you have e-tickets that are in your possession (In Hand), using Instant Download has the following benefits:

- We'll highlight your listings as being ready for Instant Download (which is the delivery method buyers prefer)
- Your tickets can stay listed longer
- For events in the US and Canada, you'll get paid more quickly.

With Instant Download, you'll 'pre-deliver' your tickets when you list them for sale, instead of waiting to receive a buyer's order to deliver them. That way, within minutes of their sale they are delivered to the buyer. If you choose to list your tickets using Instant Download (for US/Canada based events only), you have agreed to list them for sale exclusively on StubHub.

Last Minute Services (LMS): Remember, if you choose to list your tickets for sale using LMS, you have agreed to list them for sale exclusively on StubHub (**for US/Canada based events only**) and you must send your tickets to LMS on or before the In-Hand Date (in the UK, you can also drop them off). This means that Buyers can purchase tickets for many events right up until the start of the event and pick them up at a StubHub LMS Centre near the venue. Keep in mind that LMS is not available for all events or sellers.

To learn more about LMS in the US: click here [LMS](#).

To learn more about LMS in the UK: click here [LMS](#).

2.3 Enter accurate ticket info

When you list your tickets on StubHub, you are responsible for providing full and accurate information about your tickets. Depending on the location of the event, this may include all or part of the following: the name of the event, date, section, row, seat and any other required ticket information. Where required, we may remove any listings, cancel any sales or take other actions if listings are vague, confusing, inaccurate or misleading about section, row and seat information.

2.4 Listing by zones

For some events, we divide sections of the venue into zones and allow you to list tickets by zone. In the case of zone listings, you aren't required to know the exact seat locations for your tickets. But to list tickets by zone, you must be absolutely certain that you'll be able to deliver tickets in that zone.

2.5 Select any required disclosures

You are responsible for noting any important required disclosures about your tickets, including:

- Limited or obstructed view
- Possible obstruction
- Wheelchair seating
- Wheelchair only
- Wheelchair accessible
- Alcohol-free section
- Behind stage (possible obstruction)
- Side stage (possible obstruction)
- 21 and over event

2.6 Select accurate ticket features and comments

If you have an aisle seat ticket, have a parking pass to include with the tickets you're selling, or want to highlight any other details about your tickets, select the appropriate check box on the 'Enter your ticket details' page when you're listing your tickets. Be sure to list exactly what you will deliver to the buyer and select only comments that accurately describe your tickets.

Don't see a comment you're looking for? Let us know at

- for events located in the US or Canada: CommentsRequests@stubHub.com
- for events located in all other countries: please contact customer service.

Please keep in mind that the comments should be about specific ticket features and disclosures, not subjective comments like 'Best value' and 'Great view' of the stage

2.7 List valid tickets

Only list tickets that you know are valid. It's your responsibility to make sure the tickets you list for sale on StubHub are valid. If you deliver incorrect, misrepresented, invalid, fraudulent or counterfeit tickets for any sale or portion of a sale you , you may incur additional fees or you may be subject to other consequences as set out in these Seller Policies and Clause 19 of the User Agreement.

2.8 Comply with applicable law

When setting the sale price of your tickets, it is your responsibility to comply with all applicable laws, statutes, and regulations.

2.9 Manage your listings and sales closely

You are free to modify or delete your listing at any time before a sale is completed between you and buyer. But keep in mind that by listing a ticket for sale on StubHub, you are making a binding offer to sell that ticket to a buyer who purchases the ticket for the price you have specified. When a buyer accepts your offer by purchasing your ticket, you are contractually bound to supply that exact ticket for the specified price and within the required delivery timeframe.

If you choose to list your tickets on StubHub and on other sites and you end up selling your tickets somewhere else or no longer have them in your possession, delete them from StubHub immediately. If your ticket sells on StubHub although it has sold somewhere else and you are not able to complete the sale, you will be subject to the consequences described in Section 3.3.

If you upload electronic tickets for sale and then remove the listing, StubHub is not responsible if you are unable to use those tickets due to technical or other reasons.

2.10. No guarantee

StubHub does not guarantee that your tickets or related passes will sell or that your listing will appear on the Site within a certain time after it is posted or in a particular order on the event page or through search results. StubHub will not, for any reason, provide compensation for tickets that do not sell, even if it is due to Site unavailability from an outage or maintenance or listing delays.

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3. The rules for getting tickets to buyers

3.1 Completing your sales

When your tickets sell, your sale is not complete until the buyer receives the tickets from you. Completing a sale means following all of the steps to deliver the tickets you sold, on time and as promised in your listing.

As soon as your tickets sell, we'll send you an email with a deadline to complete your sale, i.e. the date by which the buyer must receive the tickets. The deadline to complete your sale is based on whether you told us your tickets were in your possession ("In Hand") or not ("Not In hand") - and if not, the date you identified as your In Hand Date.

3.2 Deliver your tickets on time and as promised

When sellers deliver tickets late, worried buyers contact us wondering why they haven't received their tickets yet, when they should be looking forward to going to their event. And when a buyer gets tickets that don't match the information in the listing, we may need to take various remedial actions for that buyer including finding replacement tickets, providing refunds, etc. So if any of the information in your listing doesn't exactly

match the actual tickets you deliver to the buyer or if you don't complete your sale on time, we may cancel your sale, you may not get paid, you may incur additional fees or you may be subject to other consequences as set out in these Seller Policies and Clause 19 of the User Agreement. With electronic delivery, you will upload your ticket as a PDF file. To ship hard tickets, you need to use the correct shipping label and follow the directions in the confirmation email.

For tickets to events located in the US or CANADA (unless otherwise specifically noted)

The deadline for completing your sale depends on whether or not your tickets are In Hand and how you will deliver your tickets to the buyer. Refer to the table below to determine when you are required to ship (or send) your tickets. Your 'Sale Date' refers to the date you receive the sale notification email.

	In Hand	Not in Hand
UPS Delivery (for orders > 72 hours from event)	Sale Date + 1 business day	In-Hand Date + 1 business day
Electronic Delivery (for orders > 48 hours from event)	Sale Date + 1 calendar day	In-Hand Date + 1 calendar day

Except for tickets sold through LMS, StubHub will show you the delivery methods available for the event during the listing process. Not all delivery methods are available for all events. The delivery method determines the last available date to list tickets that are Not In Hand and the date and time the listing will expire (i.e. no longer be visible to buyers). This allows you adequate time to get tickets to buyers before the event.

For tickets to events located in the EUROPEAN ECONOMIC AREA (and any countries besides US or CANADA unless specifically noted)

For tickets In Hand (whether “hard” tickets or e-tickets), you are required to send the ticket to the buyer within five (5) working days or if the event is less than two (2) weeks away within 24 hours after you have received an order confirmation email from StubHub using the shipping label provided by StubHub in accordance with the third party carrier terms.

For tickets Not In Hand (“hard” tickets only), you are required to send a sold ticket to the buyer as soon as you have received it from the promoter or organizer, at the latest one (1) week before the event. Tickets must be

posted at a post office (or the approved drop-off location of the applicable third party carrier) by no later than the "Post by" date stated on the shipping label. If you do not post your tickets at such location or post them after the "Post by" date stated on the shipping label, the shipment could be lost, delayed or returned.

For tickets Not In Hand (e-tickets only), you must upload your e-tickets as soon as you receive them from the promoter or organizer, at the latest one (1) week before the event.

For Instant Download and LMS tickets in all locations

Instant download: With Instant Download, you'll upload your tickets when you list them for sale, instead of waiting to receive a sale notification email to deliver them. That way, within minutes of their sale the tickets are delivered to the buyer. As with any other tickets, you can always edit or remove your listing before the tickets sell.

LMS: With Last Minute Services (LMS), you drop off or send your tickets to StubHub when you list them for sale. This means that buyers can purchase tickets for many events right up until the start of the event and pick them up at a StubHub LMS Centre near the venue. Keep in mind that LMS is not available for all events or sellers.

To learn more about LMS in the US: click here [LMS](#).

To learn more about LMS in the UK: click here [LMS](#).

3.3 Reporting an issue and offering replacement tickets; Consequences for Dropped Sales and Invalid Tickets

We know things don't always go as planned. You need to report an issue right away if you:

- can't send the tickets based on your In Hand Date;

- can't deliver them at all; or
- need to offer replacement tickets.

You can report an issue by following the "Report an issue" link in the sales notification email or on the 'Open sales' tab in My Account.

What is a "dropped sale"?

A dropped sale means any one of the following:

- You cannot deliver the exact ticket and related passes in time and as specified in your listing
- You don't have replacement tickets (tickets that StubHub determines are comparable or better than the ones originally listed) that the buyer accepts
- The buyer or StubHub rejects your requested change and cancels the order
- Or, for any other reason, you fail to complete your sale. `

Remember, reporting an issue to request a change to your sale doesn't mean it has to be accepted. StubHub may in its sole discretion cancel the order without further notice or payment to you.

Here are a few things to keep in mind:

- It's always your responsibility to report an issue immediately, no matter how much time has passed since you received your sale notification email.
- If your tickets sell within 72 hours of the event or you have listed your tickets using Instant Download or Last Minute Services, you won't be able to report an issue online - but you still need to let us know immediately, so please call us.
- StubHub monitors the frequency and rate at which you drop sales as compared to your total sales (your 'dropped order rate') and we reserve the right, upon notice to you, to suspend your account if we determine that your dropped order rate has exceeded an acceptable level. Similarly, if you abuse the StubHub marketplace as determined by StubHub in its sole discretion including, without limitation, (i) dropping orders at one price and relisting the same tickets for higher prices; (ii) engaging in speculative listings or (iii) other similar abuses of your obligations as a seller, you may be subject to an investigation and any applicable consequences.

For tickets to events located in the US or CANADA (unless otherwise specifically noted)

Dropped Sales

If you dropped your sale, StubHub will charge your payment method an amount equal to the greater of (i) 40% of the price of the ticket(s) sold or (ii) the full amount incurred by StubHub to remedy the dropped sale. In addition, you may be subject to other consequences as specified in the User Agreement at Clause 19, including account suspension.

Invalid Tickets

If we receive a report that tickets you sold on StubHub were not valid for entry, we'll investigate to try to determine what caused the issue, and, if necessary, we'll reach out to you to request documentation.

In this situation, except in cases where the venue or organizer/primary ticketer is responsible for the invalid ticket (as determined by our investigation), StubHub will charge your payment method an amount equal to the greater of (i) 45% of the price of the ticket(s) sold or (ii) the full amount incurred by StubHub to remedy the issue for the buyer (the "Invalid Ticket Charge").

If you fail to respond to this email and or to take any other actions required by StubHub to investigate the invalid ticket claim, you may be charged an amount equal to 55% of the cost of the original tickets, in addition to the Invalid Ticket Charge described in the paragraph above. A response constitutes an acknowledgment of our request and a bona fide effort to investigate the claim and obtain documentation. However, failing to respond, and not being able to provide documentation are not the same. We understand that every team and venue is different, and there may be cases where you cannot obtain documentation to assist in the investigation. In these cases, we'll work with you and use your history with us, specifically your invalid ticket claim rate, to determine the resolution. You can view your invalid ticket claim rate in the Seller Data Portal any time.

For tickets to events located in the EUROPEAN ECONOMIC AREA (and any countries besides US or CANADA unless specifically noted)

If you dropped a sale (as defined above) or do not deliver tickets at all or deliver incorrect, misrepresented or invalid tickets (i.e. tickets that are invalid for entry to the venue) or if you make any changes in respect of your ticket listing after your ticket has been sold (i.e. the order has been made by the buyer) resulting in StubHub incurring additional costs, StubHub reserves the right to charge you the following additional fees and other charges to cover StubHub's costs for resolving the issue, including finding replacement Tickets or issuing a refund to the Buyer:

(a) StubHub may charge a **replacement fee** which consists of the price of a comparable or better replacement Ticket. The replacement fee can be higher than the original sales price of your Ticket.

(b) StubHub may also charge you for any **additional delivery costs** which arise out of resolving issues caused by orders that were not correctly fulfilled.

(c) If replacement Tickets cannot be found or cannot be made available in time for the event or if the buyer is otherwise entitled to a full or partial refund according to the terms of the FanProtect® Guarantee, because you delivered incorrect, misrepresented or invalid Tickets, StubHub may charge you for the cost of the refund.

(d) In addition to the fees and charges above StubHub may charge an administrative fee for the costs incurred by StubHub when resolving issues caused by any order that is not correctly fulfilled, such administrative fee shall be calculated by reference to the location of the event to which your ticket relates, as follows: £25 (per issue) for events located in the United Kingdom or 25 Euros (per issue) for events located in the European Economic Area or any other country besides the US or Canada unless otherwise specifically noted.

Additional fees and other charges may be charged to your Payment Method or deducted from pending or future payments received from buyers.

In addition, if you are unable to deliver the ticket at the latest one (1) week before the event, we reserve the right to cancel the sale and you will not be paid for the sale. If you were already paid, the payment for your sale may be recovered by charging your Payment Method or by setting off this amount against pending payments for other tickets you've sold or will sell in the future. In addition you may be subject to being charged additional fees or other consequences under the User Agreement at Clause 19.

If we receive a report that tickets you sold on StubHub were not valid for entry, we'll investigate to try to determine what caused the issue, and, if necessary, we'll reach out to you to request documentation.

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4. How we handle cancelled events, playoff games and postponed events

4.1 Cancelled events and playoff games

If you sold tickets to a cancelled event or a playoff game or contingency game that's not played, we'll email you to let you know and you won't be paid for the sale. If you were already paid, we'll recover the payment by charging your Payment Method on file with us or cancelling pending payments (for other tickets you've sold). If you prevent us from recovering a payment, we may suspend your selling permissions or withhold future payments until the amount owed is recovered.

If you need your tickets shipped back to you in order to get a refund of your original purchase, please contact us by replying to the cancellation email within two weeks of the event cancellation.

4.2 Postponed events policy

A 'postponed event' is an event where the time or date has changed because it was rescheduled by the team, venue, artist or organizer. We evaluate postponed events on a case-by-case basis to determine the appropriate course of action. Here are a few important things to keep in mind:

- **If a venue requires new tickets for the rescheduled event to be printed and you have already delivered the original tickets to the buyer**, we will notify you on how you need to fulfil the order. If you don't send the tickets for the rescheduled event as requested and the buyer is denied entry to the event, StubHub may charge you the full amount of the order, costs incurred to satisfy the buyer, and/or you may be subject to other consequences as detailed in Section 3 above (The rules for getting tickets to buyers).
- If an event is postponed and the new event ticket availability is limited and not guaranteed, we will deem the event cancelled and handle this as we do other cancelled events (please see above “Cancelled events and playoff games”).

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5. Getting paid, paying taxes, and tips on avoiding consequences

5.1 Getting paid for your ticket sale

Top Sellers will receive their payment as set forth in the Top Seller Handbook (as communicated by StubHub from time to time).

For tickets to events located in the US or CANADA (unless otherwise specifically noted)

If the event is located in the **US or Canada**, other sellers will usually be sent payments **within five (5) business days (sometimes longer) following StubHub's confirmation of the buyer's receipt of tickets or related passes**. In some cases, like for contingent events (meaning events that may not happen, including certain playoff games that only occur if a team wins) or other cases as determined in StubHub's reasonable discretion, sellers will be sent payment within five business days (sometimes longer) of the event itself.

Payment receipt times will vary depending on the payment method chosen by the seller. We'll also send you an email to let you know the buyer received the tickets and we have begun processing your payment.

For tickets to events located in the EUROPEAN ECONOMIC AREA (and any countries besides US or CANADA unless specifically noted)

Payments from buyers are processed by StubHub Services on behalf of sellers. When your tickets sell, your payment will be released within 5 to 8 business days after the event takes place. Please read the Payment Services Agreement for Sellers on the relevant StubHub Site for more details. If you haven't received your payment 8 business days after the event takes place, please contact us.

5.2 Paying taxes

StubHub is not responsible in any way for the accuracy or suitability of any payment of any applicable taxes on your behalf. We do not collect taxes on any sales. As a seller, you are responsible for collecting and remitting any and all applicable international, federal, state, or municipal taxes in connection with ticket sales (including, but not limited to VAT in the UK, TVA in France or MwSt. in Germany).

As of January 2011, we are required by the IRS to collect a Tax ID Number (TIN) for sellers who sell tickets to events located in the US with more than 200 transactions and \$20,000 USD paid to them by StubHub per year so we can create an annual 1099k form. If you're one of these sellers, we'll send you an email with instructions on how to add your TIN in My Account.

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6. Other things you're not allowed to do

6.1 Misusing buyer contact information or StubHub's Site and services

We provide you with the buyer's contact information so you can ship tickets to them. However, don't use this information to contact the buyer for anything other than delivering the tickets you sold to the buyer and do not tell a buyer that you are affiliated with or a representative of StubHub.

You are not allowed to use the StubHub Site or services to:

- contact other StubHub users
- ask other StubHub users to contact you
- buy, sell, or deliver tickets outside of StubHub

6.2 Don't place additional items in the envelope (like your contact information, promotional materials for your business etc.)

It may be tempting and seem harmless to include materials in the UPS (or other third party carrier, as relevant) envelope when you ship tickets to buyers - but it's against these Seller Policies. Here are examples of promotional or commercial information that you aren't allowed to include in shipments:

- With the exception of StubHub merchandise or leaflets that we send you for this specific reason, don't place additional items in the envelope (like your contact information, promotional materials, etc.)
- Catalogs
- Business cards or business reply cards
- Bookmarks
- Coupons
- Flyers
- Solicitations
- Other marketing or advertising material
- Sticky notes with your contact information.

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7. What happens when you break the rules

When you violate these Seller Policies, you may face consequences, which could include the following (or any combination):

- The fees detailed in Section 3 above (The rules for getting tickets to buyers), including the cost of replacement tickets, reprinting fees, additional delivery costs, administrative fees and refunds to the buyer
- Warnings
- The removal of your listings
- Order cancellation
- Limits to your buying and selling privileges
- Withholding of payments
- Temporary or permanent suspension of your account
- Or any other consequences specified in Clause 19 of the User Agreement

Remember, it's your responsibility to consult StubHub's User Agreement and all StubHub policies (including these Seller Policies) for all of the detail.

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8. Country Specific Additional Provisions

For events listed on the stubhub.co.uk Site only:

In addition to the tickets listed in Section 1 above (Some of the things you're not allowed to list), the following types of tickets are not allowed to be listed for sale:

- **Tickets for designated football matches located in the UK:** You may not list tickets for a football match which is a designated football match for the purposes of section 166 of the Criminal Justice and Public Order Act 1994, as defined in the Ticket Touting (Designation of Football Matches) Order 2007 (<http://www.opsi.gov.uk/SI/si2007/20070790.htm>). This includes (i) matches involving one or more teams who are members of the Barclays Premier League (with the exception of any team that has a partnership with StubHub or has otherwise authorized StubHub to list its matches), the Football League, the Football Conference or the League of Wales, (ii) any match in England and Wales in which an international team or a club side outside of England and Wales will play, (iii) any match outside England and Wales in which a

national team representing England or Wales will play, (iv) every match in the UEFA Champions League and (v) FIFA World Cup Tournaments and UEFA European Championships.

- **Tickets to free events:** Sellers are not permitted to sell tickets to events where all tickets are free to the public.

For events in the European Economic Area:

- **In addition to the listing** requirements in Section 2 above (The rules for listing tickets), you must also include the face value of the ticket when you list your ticket – Face value is the price printed on the ticket not including service and delivery fees.

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9. Contact Details

9.1 Customer Services

- If your event is located in the US or Canada, here's how to [contact us](#).
- If your event is located in the UK , here's how to [contact us](#).
- If your event is located in Germany, Austria or Switzerland, here's how to [contact us](#).
- If your event is located in France , here's how to [contact us](#).

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Payment Services Agreement for Sellers

This Payment Services Agreement for Sellers ("**Payment Services Agreement**") is between you ("**you**" or "**Seller**") and **StubHub Services S.à.r.l.**, 22-24 Boulevard Royal, L-2449 Luxembourg ("**StubHub Services**") and applies to your use of the payment processing services ("**Payment Services**") provided by StubHub

Services to Sellers in connection with their use of the Site and Marketplace Services provided by StubHub Europe S.à r.l. ("**StubHub**") according to the StubHub.co.uk Marketplace Services User Agreement ("**User Agreement**").

The terminology used in this Payment Services Agreement has the same meaning as in the User Agreement unless otherwise defined in this Payment Services Agreement. In the event of a conflict between one or more of the terms of the User Agreement and this Payment Services Agreement, the terms in this agreement will prevail unless explicitly stated otherwise.

This Payment Services Agreement is effective on 22 September 2016 for all current Sellers and upon acceptance for new Sellers. StubHub Services may amend the terms of this Payment Services Agreement at any time in accordance with Clause 12.

1. Scope

1.1 StubHub Services is authorised by the Commission de Surveillance du Secteur Financier, 110 route d'Arlon, L-2991 Luxembourg as a payment institution under the Law of 10 November 2009 on payment services (licence number 48/13). The Payment Services provided by StubHub Services enable you to receive payments from Buyers for Ticket sales made through the Site and Marketplace Services ("Payments") and to transfer these funds to a specified payment account, once they have been released in accordance with the terms of this Payment Services Agreement.

1.2 StubHub Services does not in any way become a contractual partner to, or other participant in, the purchase contracts concluded between Buyers and Sellers. The Payment Services provided by StubHub Services are provided exclusively to Sellers. As a Seller you authorise StubHub Services to receive, hold and transfer funds in accordance with your payment instructions and the terms of this Payment Services Agreement.

1.3 The Payment Services provided by StubHub Services are only available in certain countries and territories. You can only receive and transfer funds in certain currencies. StubHub Services may modify the supported countries, territories and currencies at any time.

1.4 The Payment Services provided by StubHub Services are currently free of charge. StubHub Services reserves the right to introduce fees or other charges at its sole discretion with prior notice.

1.5 StubHub Services may use the services of one or more third parties, payment processors and financial institutions to provide the Payment Services according to this Payment Services Agreement.

1.6 If you are using the Payment Services as a business you agree that Articles 79 (1), 81 (3), 86, 88, 89, 90 and 93 of the Law of 10 November 2009 on payment services shall not apply to your use of the Payment Services.

2. Registration and verification

2.1 In order to use the Payment Services you must register an account ("**StubHub account**") with StubHub Services. To register you must be 18 years or older and completely and accurately provide the required information during the registration process. Only legal persons, partnerships and natural persons with unrestricted legal capacity which have their place of residence or establishment in one of the countries where StubHub Services provides the Payment Services are permitted to register. A legal person may only be registered by a natural person authorised to represent the legal person. You are not permitted to transfer or grant access to your StubHub account to a third party.

2.2 StubHub Services may require you to provide additional information and/or documentary evidence during registration or at a later stage necessary to verify your or your business' identity or that may be required by law as a condition of providing the Payment Services. In accordance with our Privacy Notice, StubHub Services may make, directly or through a third party, any inquiries it considers necessary to validate information provided by you, including without limitation checking commercial databases or credit reports.

2.3 In order to access your StubHub account you must use the email address and password specified during registration. You may be provided with additional credentials to enable access to your StubHub account and/or

to authorise payment transactions. You are responsible for maintaining the confidentiality and security of your credentials and must not disclose your credentials to any third party.

2.4 You are obliged to contact [Customer Service](#) without undue delay if you have any indication or suspicion that any of your credentials have been lost, stolen, misappropriated, used without permission or otherwise compromised. Failure to notify us may put the security of your StubHub account at risk and may result in you being liable for any losses that are incurred by an unauthorised access of your StubHub account.

2.5 You must update the information associated with your StubHub account promptly after any change to ensure it is always kept up to date and accurate. StubHub Services may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence. StubHub Services reserves the right to temporarily or permanently suspend your StubHub account and/or delay or refuse payment transactions if your information is outdated or incorrect.

2.6 You are required to specify a PayPal account to which funds can be transferred from your StubHub account ("**Associated Payment Account**"). You may change your Associated Payment Account at any time. If you change your Associated Payment Account pending payment transactions may be delayed for security reasons. StubHub Services reserves the right to modify the types of payment accounts a Seller may choose as an Associated Payment Account.

2.7 If you do not use or access your StubHub account for a period of three years it may be closed. After closure, and subject to any necessary money laundering, terrorism financing, fraud or other illegal activity checks, we will attempt to send any funds in your StubHub account to your Associated Payment Account. If we are unable to send you the funds (e.g. because the information we have on file is no longer correct), we may deposit the funds (at your expense) with the Luxembourg Caisse de Consignation at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg.

3. Using the payment services

3.1 You agree to only use the Payment Services for lawful purposes and to adhere at all times to all laws, rules and regulations applicable to the use of the Payment Services, including the terms of this Payment Services Agreement.

3.2 You may not use the Payment Services to receive or transfer any funds on behalf of any other natural person or legal entity. You cannot use the Payment Services to accept any payments that are not related to your Ticket sales made through the Site and Marketplace Services.

3.3 For the purpose of enabling StubHub Services to provide you with the Payment Services in connection with your use of the Site and Marketplace Services provided by StubHub, you instruct, authorise and empower StubHub Services to provide StubHub with information about your payment transactions on an ongoing basis for the duration of this Payment Services Agreement as required.

3.4 You acknowledge that StubHub Services is required, under national anti-money laundering legislation or similar legislation to provide certain information about its customers to the competent financial intelligence unit (FIU) in charge of the fight against money laundering and terrorism financing or to law enforcement authorities. Furthermore, you instruct, authorise and empower StubHub Services to provide information related to your StubHub account and your payment transactions, as required by law or pursuant to its duty of vigilance (notably to prevent the fraudulent use of the Payment Services), to the relevant law enforcement authorities.

3.5 You instruct, authorise and empower StubHub Services to share information about you with third party service providers to render its fraud detection procedures more efficient so that StubHub Services can provide a safe and reliable environment for your use of the Payment Services, as well as for identity verification, creditworthiness and solvency checking purposes. Please contact [Customer Service](#) to receive a current list of all third party service providers StubHub Services employs for the purposes described above.

3.6 In connection with the above, you understand, acknowledge and agree that StubHub Services, by making available the required information to StubHub, the competent FIU or the relevant authorities and third party service providers as described above, is not in violation of any professional secrecy, confidentiality or data protection laws of any jurisdiction it may be subject to.

4. Receiving payments

4.1 StubHub Services will credit the Payments received from Buyers, less any fees, charges, set-off and other amounts due to StubHub Services or StubHub pursuant to Clause 4.4, to your StubHub account no later than the business day on which the Payments are credited to StubHub Services' bank account.

4.2 Unless agreed otherwise and subject to Clause 4.5 below, all Payments credited to your StubHub account will be released within five (5) to eight (8) business days after the end of the event for which the respective Ticket(s) were sold.

4.3 You will not receive any interest or any other earnings on any funds held on your StubHub account. Claims due to default of StubHub Services remain unaffected.

4.4 You hereby authorise and instruct StubHub Services to pay any due Service Fees, additional fees and other charges pursuant to Clause 3.2 of the User Agreement or other amounts StubHub is entitled to directly to StubHub and to set them off against pending or future Payments received from Buyers before they are credited to your StubHub account.

4.5 StubHub Services is entitled to delay the release of one or more Payments temporarily if:

- (a) The Buyer files a claim pursuant to the FanProtect® Guarantee for the underlying transaction; or
- (b) There is a reversal or chargeback of the Payment by the Buyer or the Buyer's payment service provider.

A Payment will be released immediately after the case has been resolved and the Seller is entitled to receive the Payment.

4.6 Sellers may inform themselves at any time about all received Payments and their expected release date by logging in to their StubHub account.

5. Reversals and chargebacks

5.1 If a Payment is subject to a reversal or chargeback by the Buyer or the Buyer's payment service provider, you are obliged upon request to provide to StubHub Services all information and documents required for the investigation of the case within a reasonable timeframe set by StubHub Services.

5.2 A reversal or chargeback by the Buyer or the Buyer's payment service provider may occur in particular for the following reasons:

(a) A chargeback of the funding source of a PayPal payment (e.g. direct debit reversals or credit card chargebacks);

(b) A reversal or chargeback initiated by the holder of the e-money or bank account or of the credit card ("**Account Holder**") from which the Payment originated because of an unauthorised use of the Account Holder's account or credit card information;

(c) A reversal or chargeback based on a claim within the framework of a buyer protection or similar programme offered by the Buyer's payment service provider.

5.3 If a reversal or chargeback is based on the fact that the Buyer has communicated to his payment service provider that he has not received the Tickets or the Account Holder has reported an unauthorised use of his payment account or credit card information to his payment service provider, and StubHub Services cannot verify the delivery of the Tickets, you are obliged to prove that the Tickets were delivered within the required delivery timeframe to the address communicated to you by StubHub. If you are unable to prove that the Tickets have been delivered, StubHub Services shall not be liable for the losses incurred by the reversal or chargeback of the Payment. In the event that a Payment subject to a reversal or chargeback has already been released, StubHub Services reserves the right to set off this amount against other pending or future Payments received from Buyers before they are credited to your StubHub account.

5.4 If StubHub Services determines that you are incurring an excessive amount of reversals or chargebacks, StubHub Services reserves the right to take appropriate measures to mitigate the risk including but not limited to (a) introducing payment transaction volume limits or withdrawal limits on your StubHub account, (b) requiring you to maintain a reserve on your StubHub account or (c) terminating or blocking your StubHub account.

6. Payment instructions, manual and recurring payment order

6.1 Subject to Clause 9, Payments that have been released on your StubHub account in accordance with Clause 4.2 will be processed by StubHub Services in accordance with your payment instructions pursuant to this Clause 6.

6.2 You have the option to instruct StubHub Services to automatically transfer funds from released Payments on your StubHub Account to the specified Associated Payment Account on an ongoing basis ("**Recurring Payment Order**"). This Recurring Payment Order will remain in effect until revoked by you in your StubHub account.

6.3 In the absence of a Recurring Payment Order, you can manually instruct StubHub Services to transfer funds from released Payments to your Associated Payment Account by signing in to your StubHub account ("**Manual Payment Order**"). A Manual Payment Order is provided to StubHub Services once you click the "Send Payment" button. Once your Manual Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction.

6.4 StubHub Services reserves the right to automatically transfer any released Payments to your Associated Payment Account if they remain on your StubHub Account for longer than 6 months.

6.5 Payment transactions from your StubHub account will be executed at the latest by the end of the next business day after the corresponding payment instruction has been received by StubHub Services. A Manual Payment Order received before 16:00 on a business day is deemed to be received on that day. A Manual

Payment Order received after 16:00 or not on a business day is deemed to be received on the next business day.

6.6 You are obliged to notify StubHub Services without undue delay after becoming aware of any unauthorised or incorrectly executed payment transactions by contacting [Customer Service](#).

6.7 Key information relating to your payment transactions will be provided to you via email. In addition, information relating to your payment transaction history and any applicable fees or other charges is available in your StubHub account. You may access, download and print this information at any time by logging in to your StubHub account. Except as required by law you are solely responsible for retaining permanent records of your account history.

7. Unauthorised and incorrectly executed payment transactions

7.1 Subject to Clause 7.2 and 7.6 StubHub Services will reimburse you in full for all unauthorised payment transactions sent from your StubHub Account provided that you have informed StubHub Services of the unauthorised payment transaction without undue delay after becoming aware of the transaction and in any event, no later than 13 months after the transaction was executed, unless StubHub Services failed to make available the information related to the transaction in accordance with Clause 6.7.

7.2 You are liable for any losses incurred by an unauthorised payment transaction if you have acted fraudulently or failed either intentionally or through gross negligence, to use your StubHub account in accordance with the terms of this Payment Services Agreement or to keep your credentials confidential and secure.

7.3 You will not be liable for losses incurred by an unauthorised payment transaction which takes place after you have notified StubHub Services of a compromise of your credentials according to Clause 2.4, unless you have acted fraudulently.

7.4 Subject to Clause 7.5 and 7.6 StubHub Services will refund you in full and is liable for losses directly and reasonably foreseeably incurred by an incorrectly or non-executed payment transaction provided that you have informed StubHub Services of the incorrectly or non-executed payment transaction without undue delay after becoming aware of the defect and in any event, no later than 13 months after the transaction was executed, unless StubHub Services failed to make available the information related to the transaction in accordance with Clause 6.7.

7.5 StubHub Services is not liable for a refund or losses incurred by an incorrectly or non-executed payment transaction if the details of the Associated Payment Account provided by you were incorrect or StubHub Services can prove that the full amount of the payment transaction was duly received by the payment service provider of your Associated Payment Account.

7.6 StubHub Services is not liable for any unauthorised or incorrectly executed payment transactions in case the transaction was affected by abnormal and unforeseeable circumstances beyond StubHub Services' control, despite StubHub Services' reasonable precautions or where StubHub Services acted in accordance with a legal obligation.

8. Blocking of accounts, delay or refusal of payment transactions

8.1 StubHub Services reserves the right to temporarily or permanently suspend your StubHub account, to delay or refuse payment transactions to and from your StubHub account, or otherwise restrict its functionality if:

(a) Required by law or court order or if otherwise required by any regulatory or governmental authority, body or agency having jurisdiction over us;

(b) Required to fulfil our legal obligations in relation to the fight against money laundering and financing of terrorism;

(c) There is suspicion of unauthorised or fraudulent access to or use of your StubHub account or that any of its security features have been compromised;

(d) StubHub Services has reasonable grounds to believe you are carrying out a prohibited or illegal activity;

(e) StubHub Services is unable to verify your or your business' identity or any other information pertaining to you, your StubHub account or a payment transaction.

8.2 StubHub Services will notify you via email of the suspension or restriction and the reasons for it, where possible, before such measures take place and at the latest immediately thereafter, unless prevented from doing so for security reasons or by law.

8.3 StubHub Services will reinstate your StubHub account or execute the payment transaction as soon as practicable after the reasons pursuant to Clause 8.1 no longer apply.

9. Account limits and reserves

9.1 In order to comply with anti-money laundering obligations or to manage risk, StubHub Services reserves the right at its reasonable discretion to place payment transaction volume limits or withdrawal limits ("**Limits**") on your StubHub account. Such Limits are determined based on your verification status and performance and risk factors. StubHub Services will notify you of any Limits placed on your account and the steps required to remove them. This may involve providing additional information to StubHub Services or going through additional verification processes.

9.2 In order to manage risk or to secure your obligations under this Payment Services Agreement, StubHub Services reserves the right at its reasonable discretion to require you to maintain a minimum balance ("**Reserve**") on your StubHub account. StubHub Services will notify you of any Reserve placed on your account. A Reserve may be raised, lowered or removed at any time with prior notice to you depending on your performance and the risk associated with your StubHub account.

10. Term and termination

10.1 This Payment Services Agreement commences on the date that you register with StubHub Services and will continue for an indefinite period unless terminated in accordance with this Clause 10.

10.2 You may terminate this Payment Services Agreement at any time without charge by contacting [Customer Service](#). You may not close your StubHub account while StubHub Services is carrying out verifications of your or your business' identity or other information pertaining to you, your StubHub account or payment transactions.

10.3 Without limiting the rights of StubHub Services according to Clause 7, StubHub Services may terminate this Payment Services Agreement by giving two (2) months' prior notice via email to your registered email address.

10.4 If this Payment Services Agreement is terminated by either party, any use of the Site and Marketplace Services as a Seller will no longer be possible.

10.5 After termination by either party, and subject to any necessary money laundering, terrorism financing, fraud or other illegal activity checks, any remaining funds on your StubHub account will be automatically transferred to your Associated Payment Account.

10.6 Termination of this Payment Services Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry. If there are still pending payment transactions at the time the termination takes effect, they will still be processed pursuant to terms of this Payment Services Agreement.

11. Taxes

It is your responsibility to determine what, if any, taxes apply to the Payments you receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

12. Amendments to this payment services agreement

StubHub Services may periodically make changes to this Payment Services Agreement and shall notify you by posting a revised version of the agreement on the Site and emailing you at your registered email address or otherwise notifying you via our Site or Payment Services. The revised terms will become effective two (2) months following such notice and your continued use of the Payment Services will constitute acceptance of the revised terms. If you do not accept the revised terms you can immediately terminate the agreement before the revised agreement takes effect.

13. Liability

13.1 Subject to Clause 7 and to the fullest extent permitted by applicable law StubHub Services (including its parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- Your use of or your inability to use the Payment Services;
- Delays or disruptions in the Payment Services;
- Glitches, bugs, errors or inaccuracies of any kind in our Payment Services;
- Damage to your hardware device from the use of any of our Payment Services;
- The content, actions or inactions of third parties;
- A suspension or other action taken with respect to your StubHub account;
- Your need to modify practices behaviour or your loss of or inability to do business, as a result of changes to this Payment Services Agreement or our policies.

13.2 Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you and you may have rights in addition to those contained in this Payment Services Agreement. This is especially so if you are a consumer.

13.3 You accept sole responsibility for the legality of your actions under laws applying to you.

13.4 Nothing in this User Agreement shall limit or exclude our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

14. Release

If you have a dispute with one or more users, you release StubHub Services (and its affiliates and subsidiaries, and its and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

15. Indemnification

You agree to indemnify and hold StubHub Services and (if applicable) StubHub Services' parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the "StubHub Services Indemnitees") harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by StubHub Services and (if applicable) any StubHub Services Indemnitee resulting from or arising out of your breach of this Payment Services Agreement, your improper use of the Payment Services, and/or your violation of any law or the rights of a third party.

16. General provisions

16.1 This Payment Services Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this Payment Services Agreement will be valid or effective unless made in accordance with the express terms of this Payment Services Agreement.

16.2 Except as otherwise stated, this Payment Services Agreement shall be governed by the laws of the Grand Duchy of Luxembourg. If you are registered as a business you agree to submit to the exclusive jurisdiction of the Luxembourg courts. If you are not registered as a business you agree to submit to the non-exclusive jurisdiction of the Luxembourg courts.

16.3 If any provision of this Payment Services Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Payment Services Agreement shall not be affected.

16.4 StubHub Services may assign or transfer its rights and obligations under this Payment Services Agreement at any time, provided that StubHub Services assigns the Payment Services Agreement on the same terms or terms that are no less advantageous to you. You may not assign or transfer this Payment Services Agreement, or any of its rights or obligations, without the prior written consent of StubHub Services, which StubHub Services can refuse in its sole discretion.

16.5 No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Payment Services Agreement or the provision of the Payment Services.

16.6 Nothing in this Payment Services Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

16.7 The subject heading at the beginning of each paragraph of this Payment Services Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such

paragraph. The following sections survive any termination of this Payment Services Agreement: Unauthorized and incorrectly executed payment transactions, Liability and Release.

16.8 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Payment Services Agreement.

16.9 Any complaints about us or the services we provide should be addressed to us in the first instance by contacting [Customer Service](#). If a complaint is not resolved to your satisfaction, you may contact the Commission de Surveillance du Secteur Financier ("CSSF"), 110 Route d'Arlon, L-2991 Luxembourg, which is the competent authority to receive out-of-court complaints by customers of payment service providers authorised in Luxembourg. Further information and additional contact details can be found on the CSSF website at www.cssf.lu.

16.10 StubHub Services will communicate with you in the language(s) in which this Payment Services Agreement has been made available to you. You agree that StubHub Services may provide notice or other information to you by posting it in your StubHub Account, emailing it to your registered email address, mailing it to your registered physical address, calling you by phone or sending you mobile messages. Notices to you by email or mobile messages shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Notices sent by registered mail shall be deemed to have been received three days after the date of mailing. Legal notices to us shall be served by registered mail to: StubHub Services S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg.

16.11 You may request a copy of any legally required disclosures (including this Payment Services Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by email).

Cookies, Web Beacons and Similar Technologies

Summary

When you visit or interact with our sites, services, applications, tools or messaging, we or our authorised service providers may use cookies, web beacons and other similar technologies for storing information to help provide you with a better, faster and safer experience, and for advertising purposes.

This page is designed to help you understand more about these technologies and our use of them on our sites and in our services, applications and tools. Below is a summary of a few key things you should know about our use of such technologies. You can review the contents of our Full User Cookie Notice below.

Our cookies and similar technologies have different functions. They are either necessary for the functioning of our services, help us improve our performance, give you extra functionalities or help us to serve you relevant and targeted ads. We use cookies and similar technologies that only remain on your device for as long as you keep your browser active (session) and cookies and similar technologies that remain on your device for a longer period (persistent). You're free to block, delete or disable these technologies if your device allows this. You can manage your cookies and your cookie preferences in your browser or device settings.

Where possible, security measures are set in place to prevent unauthorised access to our cookies and similar technologies. A unique identifier ensures that only we and/or our authorised service providers have access to cookie data.

Service providers are companies that help us with various aspects of our business, such as site operations, services, applications, advertisements and tools. We use some authorised service providers to help us to serve you relevant ads on our services and other places on the internet. These service providers may also place

cookies on your device via our services (third party cookies). They may also collect information that helps them identify your device, such as IP-address, or other unique or device identifiers.

Full User Cookie Notice

What are cookies, web beacons, and similar technologies?

Like most sites, we use technologies that are essentially small data files placed on your computer, tablet, mobile phone or other devices (referred to collectively as a "device") that allow us to record certain pieces of information whenever you visit or interact with our sites, services, applications, messaging and tools.

The specific names and types of the cookies, web beacons and other similar technologies we use may change from time to time. In order to help you better understand this Policy and our use of such technologies we have provided the following limited terminology and definitions:

- **Cookies** - Small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognize a particular device or browser. There are several types of cookies:
 - Session cookies expire at the end of your browser session and allow us to link your actions during that particular browser session.
 - Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions across multiple sites.
 - First-party cookies are set by the site you are visiting.
 - Third-party cookies are set by a third party site separate from the site you are visiting.
 - Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options.
- **Web beacons** - Small graphic images (also known as "pixel tags" or "clear GIFs") that may be included on our sites, services, applications, messaging, and tools, that typically work in conjunction with cookies to identify our users and user behavior.
- **Similar technologies** - Technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers, and in some instances may not be fully managed

by your browser and may require management directly through your installed applications or device. We do not use these technologies for storing information to target advertising to you on or off our sites. We may use the terms "cookies" or "similar technologies" interchangeably in our policies to refer to all technologies that we may use to store data in your browser or device or that collect information or help us identify you in the manner described above.

Your choice and our use of cookies, web beacons, and similar technologies

We offer certain site features, services, applications, and tools that are available only through the use of these technologies. You are always free to block, delete, or disable these technologies if your browser, installed application, or device so permits. However, if you decline cookies or other similar technologies, you may not be able to take advantage of certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during your browsing session. For more information on how you can block, delete, or disable these technologies, please review your browser or device settings.

Generally, these technologies allow our sites, services, applications, and tools to store relevant information in your browser or device and later read that information in order to identify you to our servers or internal systems. Where applicable, we protect our cookies and other similar technologies to help ensure that only we and/or our authorized service providers can interpret them by assigning them a unique identifier that is designed for interpretation only by us. We do not store any of your personal information on any of our cookies or other similar technologies.

Any personal information that we collect and store through use of these technologies is first obtained through notice and consent: We obtain your consent by providing you with transparent notice of use of the technologies and providing you with the opportunity to make a choice to disable these technologies as set forth above.

Our uses of such technologies fall into the following general categories:

- **Operationally Necessary.** We may use cookies, web beacons, or other similar technologies that are necessary to the operation of our sites, services, applications, and tools. This includes technologies that allow you access to our sites, services, applications, and tools, that are required to identify irregular site behavior, prevent fraudulent activity and improve security, or that allow you to make use of our functions such as shopping carts, saved search, or similar functions;
- **Performance-Related.** We may use cookies, web beacons, or other similar technologies to assess the performance of our websites, applications, services, and tools, including as part of our analytic practices to help us understand how our visitors use our websites, determine if you have interacted with our messaging,

determine whether you have viewed an item or link, or to improve our website content, applications, services, or tools;

- **Functionality-Related.** We may use cookies, web beacons, or other similar technologies that allow us to offer you enhanced functionality when accessing or using our sites, services, applications, or tools. This may include identifying you when you sign into our sites or keeping track of your specified preferences, interests, or past items viewed so that we may enhance the presentation of content on our sites;
- **Advertising or Targeting-Related.** We may use first-party or third-party cookies and web beacons to deliver content, including ads relevant to your interests, on our sites or on third party sites. This includes using technologies to understand the usefulness to you of the advertisements and content that has been delivered to you, such as whether you have clicked on an advertisement.

We offer you the ability to opt-out of our use of first-party advertising-related cookies through the AdChoices program. AdChoices is a global program that lets you choose whether to receive customized advertising on StubHub and on the websites of our advertising partners. If you prefer not to see customized ads, you can tell us your preference, by clicking on the AdChoices icon located on all advertisements participating in the program. If you opt-out of receiving customized ads, you'll still see advertisements-they just won't be tailored to your interests.

To opt-out of the use of third-party advertising-related cookies and web beacons, see the section Ad Networks and Exchanges authorized by third-parties below. Opting out of our first-party advertising-related cookies, or out of third-party advertising-related cookies and web beacons as described below, does not necessarily mean that you will not see our advertising - only that this advertising will not be targeted to you through the use of first-party or third-party cookies, web beacons or related technologies.

If you would like to opt-out of all other types of technologies we employ on our sites, services, applications, or tools, you may do so by blocking, deleting, or disabling them as your browser or device permits.

Use of these technologies by authorized third-party service providers

We may work with third-party companies, commonly known as service providers, who are authorized to place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission. These service providers help us to provide you with a better, faster, and safer experience.

These service providers may use these technologies to help us deliver our own content and advertising, and compile anonymous site metrics and analytics. We do not permit any of these service providers to collect any of your personal information on our sites or in our services, applications, or tools for their own purposes. These service providers are subject to confidentiality agreements with us and other legal restrictions on their use or collection of any personal information. Third-party cookies are covered by the third parties' privacy policy.

With the exception of the use of such technologies by our service providers or other authorized third parties, we do not permit any third-party content on sites (such as item listings, member-to-member communications, classified listings, comments, reviews, etc.) to include or utilize any cookies, web beacons, local storage, or similar technologies for tracking purposes or to collect your personal information. If you believe a listing or other third-party content might be collecting personal information or using tracking technologies on one of our sites, please report it to safety@stubhub.com.

Ad networks and exchanges operated by authorized third parties

We may use third parties, such as advertising networks and exchanges, to allow us to serve you advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information. They may also collect your device identifier, IP address, or identifier for advertising (IDFA). The information that these third parties collect may be used to assist us in providing you with more relevant advertising that we serve on our sites or elsewhere on the web. Third-party cookies are covered by the third parties' privacy policy.

For more information on third-party advertising-related cookies and how to opt-out of them, please visit one of the following third party websites:

- [Your Online Choices](#)
- [The Self-Regulatory Program for Online Behavioral Advertising](#) (available in English only)
- [Network Advertising Initiative Consumer Opt-Out](#) (available in English only)

Do Not Track

California law requires us to let you know how we respond to web browser Do Not Track (DNT) signals. Because there currently isn't an industry or legal standard for recognizing or honoring DNT signals, we don't respond to them at this time. We await the result of work by the privacy community and industry to determine when such a response is appropriate and what form it should take.

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FanProtect Guarantee

StubHub backs every qualified order so you can buy and sell with 100% confidence.

If you have an issue with your order, please contact StubHub [Customer Service](#). Please provide your order number.

FanProtect Guarantee contents

FanProtect™ for Buyers

FanProtect™ for Sellers

FanProtect™ for buyers

Summary of StubHub guarantee to Buyers:

- You will get your tickets in time for the event
- Your tickets will be valid for entry
- Your tickets will be the same as those you ordered
- If any of these things do not occur and you comply with applicable policies and timelines, we will find you comparable or better tickets to the event, or offer you a refund or credit for use on a future purchase and
- If the event is cancelled and not rescheduled, you will get a refund

Getting tickets on time

If you don't receive the tickets you ordered by the date communicated to you when you placed your order or in subsequent communications, notify StubHub. StubHub will, in its sole discretion, attempt to locate and facilitate delivery of your tickets, provide you with comparable or better replacement tickets at no additional cost, issue you a full refund (including any fees and shipping/handling charges), or issue you a credit for use on a future purchase.

Getting valid tickets

If the tickets you ordered are invalid and not honored by the venue, StubHub may, in its sole discretion, attempt to locate replacement tickets for you or provide you with a full refund (including any fees and shipping/handling charges). StubHub may require information from you or the venue to confirm that the tickets were invalid. You are encouraged to call our [Customer Service](#) from the venue if you experience problems with your tickets. You must notify StubHub and complete any required forms no later than seven days (or such other time as communicated by StubHub to you) after the event.

Getting the tickets you ordered or better tickets

If you receive tickets that are not the same or better than the ones you ordered, notify StubHub immediately. Upon verification by StubHub and depending on when you notify us, StubHub may do any of the following in its sole discretion: provide you with comparable or better replacement tickets; issue you a full refund (including any fees and shipping/handling charges); issue you a partial or full credit for use on a future purchase. StubHub may require that you return the tickets you received.

If the event is cancelled or postponed

If an event is cancelled and not rescheduled, we will provide you with a full refund (including any fees and shipping/handling charges). We will notify you that the event was cancelled and provide instructions on how to obtain the refund.

If an event is postponed and rescheduled, you may use the tickets on the rescheduled date or, time permitting, list them for sale on StubHub. If replacement tickets are required for entry to the event on the rescheduled date, StubHub will work to obtain replacement tickets for you or provide you a full refund (including any fees and shipping/handling charges). If you cannot attend the event on the rescheduled date, you are encouraged to list

the tickets on StubHub. Except when replacement tickets are required, StubHub does not provide refunds for postponed or rescheduled events, partial performances, or venue, date, lineup, or time changes.

Other terms:

- "Comparable or better" replacement tickets are determined by StubHub in its sole discretion based on cost, quality, availability and other factors.
- Tickets may include event tickets, parking passes or other items offered for sale on StubHub (unless the listing explicitly exempts the order from the FanProtect Guarantee).
- To receive the benefits of the FanProtect Guarantee, you must comply with the StubHub User Agreement and all policies, guidance and emails we send you regarding your order, including any timelines or procedures to notify StubHub of issues.
- The FanProtect Guarantee does not apply in cases of buyer's remorse or any reason other than the reasons stated in this Guarantee.

[Back to FanProtect Guarantee contents](#)

FanProtect™ for sellers

Summary of StubHub guarantee to Sellers:

- In most cases, buyers or prospective buyers are not permitted to contact you
- You can adjust your ticket prices any time before they sell
- You will receive payment for all tickets you sell and deliver in accordance with the StubHub User Agreement and all policies

Buyer or prospective buyers won't contact you directly regarding a sale:

Buyers and prospective buyers are not permitted to contact you unless you consent or it is necessary for the specific transaction. If you are contacted and an exception does not apply, you are encouraged to refer the customer to StubHub [Customer Service](#) for assistance and let us know.

Setting and adjusting the ticket prices before your tickets sell:

You set ticket prices. You can adjust the ticket price as often as you desire before your tickets sell. If you cannot adjust pricing for a ticket listing before the tickets have sold, you should contact [Customer Service](#) for assistance.

Receiving payment:

If you sell your tickets and send them in accordance with the StubHub User Agreement, policies, and emails we send you but there is a problem with the delivery that was not caused by your actions or inaction, you will still get paid for the sale.

If you have not received payment for a ticket sale:

You will be paid for a ticket sale in accordance with the timeframes detailed in our Seller Policies but if you have not received payment for a ticket sale within such time, you should first make sure that the Seller Payment Information provided to StubHub is correct by logging in and going to My Account. If you opted to receive payment by PayPal, the same email address provided in your Seller Payment Contact must also be registered at PayPal. After making any necessary corrections, please allow 2-3 weeks for StubHub to issue payment. If the Seller Payment Information is already correct, you should contact [Customer Service](#) for assistance. StubHub will investigate the matter promptly and determine the status of the payment. If your payment has not already been properly processed by StubHub, we will make every effort to do so as quickly as possible. You can always contact Customer Service at any time throughout this process if you have any questions.

[Back to FanProtect Guarantee contents](#)

FanProtect™ for Buyers and Sellers

Abuse of the FanProtect Guarantee

StubHub will investigate all claims under the Guarantee and determine resolutions on a case-by-case basis. Such decisions are final. StubHub reserves the right to limit the amount a Buyer or Seller may be awarded and the number of claims a Buyer or Seller may file in a calendar year. StubHub may temporarily or permanently

suspend any Buyer or Seller who attempts to abuse the FanProtect Guarantee and may report any such abuse to the appropriate legal authorities.

Terms and Conditions

This FanProtect Guarantee is effective as of June 1, 2017. If we change this Guarantee, we will post a revised version of the Guarantee on the Site, which shall automatically replace the terms of this Guarantee. Your use of the Site and the Services following the effective date of the revised Guarantee will constitute your acceptance of the revised Guarantee. If you do not agree with the terms of this Guarantee or any revised version of this Guarantee, do not continue to use the Site or Services.

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StubHub Community > Welcome > Welcome to the StubHub Community > Coronavirus Update

Topic options



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Coronavirus Update

Updated March 30, 2020

Dear StubHub community -

The last few weeks have transformed all of our lives in ways we could never have imagined. I wanted to take a moment to share some of the actions we've taken as a company in support of our customers, our partners and employees. We've spent 20 years bringing the joy of live to buyers and sellers worldwide; we are now doing our best to navigate an unprecedented situation for all. Our commitment is to continue to communicate with you regularly on the actions we are taking during this very difficult period, until the live event industry can resume as normal. Thank you for the patience and trust you have shown so far.

Our updated buyer and seller policies

In the US alone, more than 23,000 events have been canceled, postponed or rescheduled in the past three weeks and we expect to see many more. Effectively overnight, the live event industry has come to a standstill – for fans, sellers, teams, leagues, artists, venues, and other supporting businesses.

We've worked hard to create a platform that serves both buyers and sellers as a trusted marketplace. As a convenience to buyers, acting as an intermediary, we've historically made the decision to refund them for canceled events before collecting money from the sellers. We've also historically offered sellers more convenience by paying them for ticket sales on our platform before events actually happen. Under normal circumstances, these processes are manageable.

Given the impact of the coronavirus, it is not possible to sustain this practice in the near-term. We are facing significant timing delays in recouping funds from the thousands of sellers on our platform, and expect these challenges to continue in the coming months. At the same time, buyers expect immediate refunds. As a result, we've enacted new policies in the US and Canada that we believe are clear and fan-first.

Buyer policies

We understand fans are disappointed and concerned by these large-scale event cancellations. We were the first in our industry to begin offering customers 120% credit for the canceled purchases as a thank you for remaining patient in a very challenging period. In the first two weeks of offering this option, approximately 70% of customers opted to receive this additional future value. Recently, we announced this as our standard policy for canceled events, with refunds available in jurisdictions where they are required. Coupons can be applied to one or multiple StubHub orders in the same currency. If your order is less than your coupon value, you can use the remainder on another event.

Seller policies

Meanwhile, sellers on our platform also face challenges. Music and sports fans, season ticket holders, and business sellers are unclear if teams and primary ticketing companies are providing credits or refunds for the tickets they had previously bought and subsequently sold on StubHub. We are working with the thousands of sellers across our platform to understand options and timing for repayment to us for tickets of canceled events. We've also updated our seller policies going forward to manage future risk.

Beyond our customer community, we are doing our best to keep our employees safe and manage business operations. Our first priority has been to make sure our employees are in a safe environment, with work-from-home enacted early and quickly across our multiple locations. We have also moved quickly to manage our business operations and spend in response to COVID-19. Despite these changes, our teams are continuing to serve our buyers and sellers, uninterrupted, and I'm extremely proud of their dedication and resilience.

As a leader in our industry for over 20 years, StubHub is committed to helping those in our industry most affected by the Coronavirus. We are happy to be able to use our previously allocated StubHub Foundation funds to provide assistance of up to \$125,000 to non-profit partners, including [Sweet Relief](#), [MusiCares](#), and [Broadway Cares](#), which are helping impacted workers in our industries.

We are so grateful to our community and hope that you and your loved ones are safe and healthy. We will continue to serve you as our customers and partners – today and in the future – and look forward to all being able to come together again and experience the joy of live entertainment when the time is right.

Best,



Sukhinder Singh Cassidy
President of StubHub

Buyer FAQs

Coupon for canceled events

How can I use my coupon?

We will give you a coupon worth 120% of your original order. It will be available in your account immediately after StubHub announces the cancellation (see list of major canceled events [here](#)). You can apply this coupon to one or multiple StubHub orders in the same currency within the next 12 months. Simply select the coupon at checkout when you place an order.

Can I use my StubHub coupon for an event in another country?

You can use your coupon for events in the same currency it was issued in. It isn't valid for events in a different currency.

Can I get a coupon if I decide not to go to an event due to the Coronavirus?

If the event is not canceled, unfortunately we cannot give you a coupon or refund. If you do not want to go to an event, you can easily [resell your ticket on StubHub](#).

If the event is not canceled but the team, venue, or ticket company is offering refunds, can I get a coupon?

Unfortunately, we cannot give you a coupon or refund if the event is not canceled. You can easily [resell your ticket on StubHub](#) if you do not want to go to an event.

What if a sporting event is not canceled but it is played without spectators?

If an event is played without public, the tickets will be canceled by the event organizer and StubHub will treat this event as a canceled event.

Events and travel

What are my other options if I don't go to an event due to the Coronavirus?

You can easily [resell your ticket on StubHub](#).

What if I have tickets to multiple canceled events?

We will email you about each event that is canceled, and will add a coupon to your account for each order that is canceled.

Will StubHub reimburse my travel expenses?

StubHub will not reimburse you for travel expenses. However, many airlines, car rental companies, and hotels are helping customers due to the Coronavirus. Contact your travel company for more info.

What is the difference between a canceled and a postponed/rescheduled event?

When events are officially postponed or rescheduled, they still happen but on a different day than originally planned.

If the event is postponed to a future, undetermined date, we will email you as soon as the details are announced.

A canceled event is not rescheduled and doesn't happen.

Seller FAQs**What if I sold tickets for a canceled event?**

If you were paid for the tickets, we will charge your credit card on file to reverse the transaction. Contact the original ticket company for a ticket refund.

What if I sold tickets to an event postponed due to the Coronavirus?

You don't need to do anything. The original ticket company will contact us with event details. We'll then email the buyer. They can either attend the event or resell the ticket.

Why did the payment terms for sellers change from 5-8 days after tickets are delivered to 5-8 days after the event?

Our user agreement accounts for unusual circumstances such as the one we are currently facing (with the Coronavirus). The agreement provides that in certain cases, sellers will receive payment after the event has taken place.

Given the number of event cancellations resulting from the Coronavirus, we are working together with our sellers and buyers to provide solutions for our community. At this time we will be holding final payouts to sellers until after the event to protect sellers from the frustration of last-minute cancellations and refunds to StubHub.

03-06-2020 04:59 PM

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Updated May 3

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Important Update regarding COVID-19 Credits (for purchases prior to March 25, 2020)

StubHub is happy to announce that customers who purchased tickets for events in the U.S. and Canada prior to **March 25, 2020** and were defaulted to a 120% credit when their event was canceled now have the choice to keep their credit or default to a cash refund.

How do I know if I am eligible?

An email was sent to eligible customers on May 3, 2021.

Who is eligible?

Customers who purchased tickets for events in the U.S. and Canada prior to March 25, 2020, whose events were subsequently canceled, and who meet the following requirements:

- The customer was defaulted to the credit option (i.e. they did not select to receive the credit);
- The customer has not already received a cash refund or have one that is being processed; AND
- The customer has not already redeemed a portion of their credit equal to or greater than the total amount they originally paid for the impacted event.

What if I want a cash refund?

If your preference is for a cash refund, no action is required. Your cash refund will be issued by May 31, 2021. Please note, your refund will be paid to the original payment method and may take 3-5 business days to appear.

How do I keep my credit?

If you want to keep your credit, you can elect to do so in the [StubHub Wallet](#), found under your Profile, on desktop or mobile web browser by May 16, 2021 (not available in the StubHub app). Simply click on the button 'Keep 120% Credit' and then confirm your action.

If you have already used part of your credit but want to keep the remainder, contact Customer Service at 1-833-678-1180.

If you purchased your tickets through guest checkout you will need to create a StubHub account using the email address you used to purchase the tickets to the event that was canceled. Once you have an account, you can elect to keep your credit in the [StubHub Wallet](#).

I want to keep my credit but don't see the option in the StubHub app.

The option to keep your credit is not available in the app. Please go to [Stubhub.com](#) on desktop or mobile, select Profile and then click StubHub Wallet. If you have an eligible purchase, you will see the option to 'Keep 120% Credit'.

When does my 120% credit expire?

The 120% credits are set to expire on December 31, 2022.

How much will my cash refund be?

If you haven't used any portion of your 120% credit, your cash refund will be the total original amount you paid for the impacted event.

Example: You paid \$100 for tickets to an event. You received a \$120 credit when the event was canceled. Your cash refund will be \$100.

If you have used a portion of your 120% credit, your cash refund will be for the remaining value up to the total original amount you paid for the impacted event.

Example: You paid \$100 for tickets to an event. You received a \$120 credit when the event was canceled. You've already used \$60 of your credit. Your cash refund will be \$40.

How long do I have to decide?

You have until May 16, 2021 to elect to keep your credit. If you take no action, we will automatically issue you a cash refund by May 31, 2021.

I want a cash refund but the credit/debit card that I used to purchase the tickets that were canceled has since expired. What should I do?

You don't need to do anything. Your cash refund will be automatically refunded to your new card.

I've used my coupon/credit to purchase tickets. Will these now be canceled?

No, if you've used your coupon/credit to purchase tickets, these will not be canceled and you will not be automatically defaulted to a cash refund. If you have only partially used your credit with remaining balance and you are eligible, you can elect to keep the remainder of your coupon/credit by calling Customer Service on 1-833-678-1180.

I have multiple credits. Can I choose to keep my credit for one order and request a cash refund for another?

Yes. You will be able to make a decision for each credit within your account for purchases made prior to March 25, 2020.

What if my event was rescheduled or postponed?

If your event was rescheduled or postponed, your ticket will be good for the new date.

Is your current impacted event policy still in place?

Yes. Details on our current policy can be found below.

Why are you offering this now?

As vaccinations accelerate and stadium capacities increase, the live events industry is beginning to reemerge after a long and difficult year. The return of live events, the input of customers, partners, and regulators, and the opportunity to finally consult with our new parent company all contributed to StubHub's decision to make this move now.

COVID-19 Impacted Event Policy

As the COVID-19 situation evolves, we understand you might have questions about events, venue and team safety procedures, cancellations and postponements. **Are there rules to follow when attending an event?**

- **Buyers who attend events during the pandemic must comply with social distancing and health policies as the venue requires.** This may include wearing a mask, washing hands frequently, and not having an elevated temperature. [Check out our policy for both buyers and sellers.](#)

What is your event cancellation policy?

If an event is canceled, we'll give you a StubHub credit for 120% of the amount you paid. [Read more about our event cancellation policy.](#)

What is your rescheduled or postponed event policy?

If an event is rescheduled or postponed, your ticket will be good for the new date. If you can no longer go, you can [relist your tickets for free.](#)

How do I know if my event was impacted or see the event status?

Check the **My Tickets** page in your account. [Read more about event statuses.](#)

What does "pod integrity" mean?

In some cases, StubHub requires sellers to list tickets in the same quantity they originally bought and buyers must also purchase those tickets in that same quantity. This ensures fans can attend events while maintaining CDC-recommended social distancing guidelines. Pod Integrity restrictions are set at the discretion of the venue/league/team. When applicable, we will notify buyers and sellers accordingly.

When will I be paid if I sold tickets to an event?

We'll pay you after the event takes place. [Read more about our seller policy.](#)

How do I know which teams are allowing fans and their venue rules?

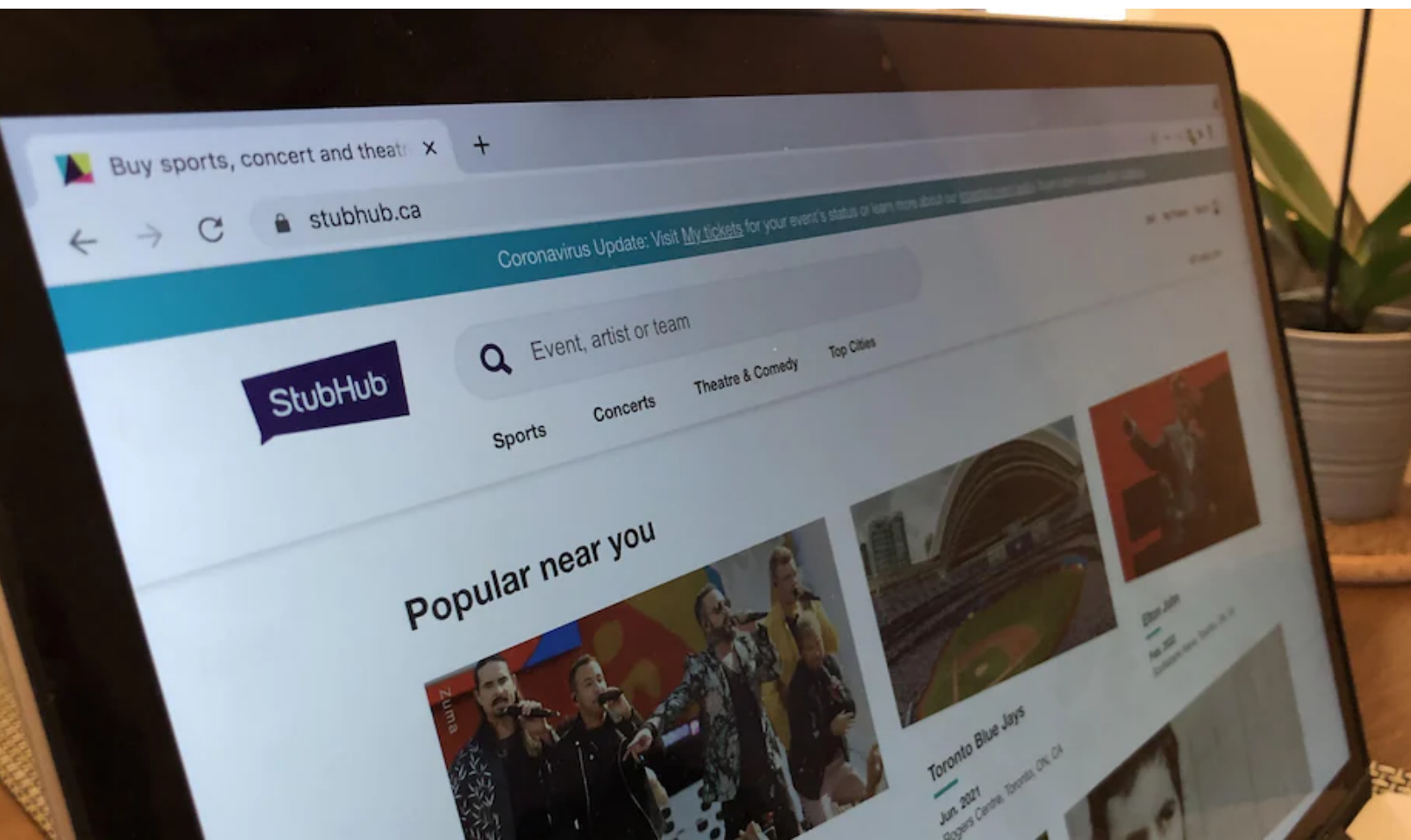
We recommend checking with the team or venue website for the most accurate information.

Read [StubHub's first update on our event cancellation policy.](#)



ICI Toronto

StubHub remboursera finalement les billets d'événements annulés



Le site de revente de billets StubHub offrira finalement des remboursements.

PHOTO : RADIO-CANADA / PHILIPPE DE MONTIGNY



Philippe de Montigny

le 3 mai 2021

StubHub offrira finalement des remboursements pour les billets d'événements annulés en raison de la pandémie, une volte-face accueillie favorablement par les clients.

Le populaire site de revente de billets leur offrait jusqu'ici un crédit de 120 % du prix déboursé à utiliser avant le 31 décembre 2021, plutôt qu'un remboursement. Les deux options sont maintenant offertes. Le crédit peut désormais être réclamé jusqu'à la fin de l'année 2022.

« L'an dernier, nous avons pris la décision difficile d'ajuster notre politique de remboursement pour les événements annulés dans la foulée de la pandémie de COVID-19 », a écrit StubHub dans un message envoyé lundi à ses clients admissibles au remboursement.

« Nous vous avons entendus haut et fort quand vous avez dit vouloir l'option d'un remboursement ou d'un crédit. »

— StubHub

Seuls les clients qui ont acheté des billets avant le 25 mars 2020 peuvent être remboursés, précise l'entreprise. Les clients qui préfèrent garder leur crédit doivent sélectionner cette option par l'entremise du StubHub Wallet d'ici au 16 mai prochain, sinon un remboursement des billets achetés sera automatiquement effectué à la fin du mois.

« Alors que la vaccination s'accélère et que la capacité des stades augmente, l'industrie des événements commence à réémerger après une année longue et difficile », affirme l'entreprise dans un communiqué.

D'autres sites comme Ticketmaster et evenko ont aussi ajusté leurs politiques de remboursement face à la grogne des clients. Le géant de l'événementiel AEG, plus grand rival de Live Nation (qui détient Ticketmaster), a aussi offert de rembourser les billets de concerts reportés.

Philippe de Montigny



The latest on Coronavirus (COVID-19)

[Go to full coverage](#)

(<https://www.halifaxtoday.ca/coronavirus-covid-19-information>)

StubHub to refund cancelled events after pandemic complaints

by TALI ARBEL, THE ASSOCIATED PRESS

Posted May 3, 2021 1:01 pm ADT Last Updated May 3, 2021 at 1:09 pm ADT

StubHub is offering some customers cash refunds for tickets to events that were cancelled during the pandemic, creating an exception to a no-refunds policy it adopted in March 2020 to the dismay of many customers, the company told The Associated Press.

The ticket service changed its refunds policy just as the COVID-19 pandemic was picking up steam in the U.S., announcing that it would only give customers credit rather than cash when concerts, sports games and other events were cancelled.

Customers complained to the press and filed lawsuits. In an interview, StubHub customer experience vice-president Daron Fowlks declined to comment on litigation but said that customers who bought tickets to events in the U.S. or Canada on or before March 25, 2020, and were issued credits for cancellations, will now get refunds. Those will be paid out by the end of May.

Customers can choose to keep their credits if they like. StubHub, however, won't offer refunds to anyone who bought a ticket after March 25 of last year if an event is cancelled — only credits. The credits are valid through the end of 2022.

Annonce supprimée. [Détails](#)

In 14 states including California, Florida, New Jersey and New York, local laws already allowed customers to get cash refunds if they contacted customer service.

Events that were postponed or rescheduled won't be refunded, Fowlks said. If a ticketholder can't attend, they can resell their tickets on StubHub with no selling fee.

StubHub is offering the retroactive refunds now because the live events industry is opening back up. "The return of live events, the input of customers, partners, and regulators, and the opportunity to finally consult with our new parent company, viagogo, all contributed to StubHub's decision to make this move now," the company said in a statement. Viagogo, a tickets marketplace, bought StubHub in February 2020.

Ticketmaster and its owner, Live Nation, whose pandemic ticketing policies were also subject to complaints and lawsuits, offers refunds or credits if an event is cancelled once it gets funds from the event organizer. Postponed events may not be eligible for refunds.

Tali Arbel, The Associated Press



(https://www.megaseats.com/?utm_source=ticketnews)



(https://www.ticketsmarter.com?)

utm_source=ticketnews&utm_medium=logo&utm_campaign=partners)

(https://www.ticketnews.com/)



Report: StubHub Caves on Fan Refund Demands After 15 Months (https://www.ticketnews.com/2021/05/report-stubhub-caves-on-fan-refund-demands-after-15-months/)

INDUSTRY (HTTPS://WWW.TICKETNEWS.COM/CATEGORY/INDUSTRY/) LEGAL (HTTPS://WWW.TICKETNEWS.COM/CATEGORY/LEGAL/) May 5, 2021 Dave Clark
(https://www.ticketnews.com) 0 (https://www.ticketnews.com/2021/05/report-stubhub-caves-on-fan-refund-demands-after-15-months/#respond)

Covid 14 (https://www.ticketnews.com/tag/covid/) Refunds 39 (https://www.ticketnews.com/tag/refunds/) StubHub 196 (https://www.ticketnews.com/tag/stubhub/)

Customers who bought tickets to events through StubHub on or before March 25, 2020 will now be able to obtain a cash refund from the company (https://fortune.com/2021/05/03/stubhub-refund-tickets-canceled-events-customers-covid/). StubHub had drawn intense scrutiny and several lawsuits after an abrupt policy shift last spring, issuing only credits towards future ticket purchases on events that were cancelled due to the pandemic rather than cash refunds – with the exception of purchases made in states where law required cash refunds in such an event.

“The return of live events, the input of customers, partners, and regulators, and the opportunity to finally consult with our new parent company, viagogo, all contributed to StubHub’s decision to make this move now,” the company said in a statement. Tickets to events purchased after March 25, 2020 will still only be eligible for a future purchase credit from StubHub.

As the pandemic clamped down on live events across the globe, most ticketing outfits had to make rapid changes to keep from being overwhelmed by the sudden stop to cash flow coupled with the cancellation of events. Most quickly instituted policies of issuing account credits good towards future purchase greater than the value of the cancelled event tickets as a first option for customers, with the option for a cash refund remaining at the customer’s request. StubHub went a step further and simply halted cash refunds altogether (https://www.ticketnews.com/2020/03/stubhub-voucher-cancelled-events-covid-19/).

(https://www.ticketSMARTER.com?utm_source=ticketnews&utm_medium=bannerads&utm_campaign=partners)

The reaction was quick and decisive – sports business reporter Darren Rovell referred to the policy as “not only absurd (fans deserve their \$ back), [but that] it’s unethical and likely illegal,” in a tweet. StubHub countered that criticism with its contention that it was simply impossible to provide cash refunds due to the volume of money involved, and the need to claw back payments from ticket sellers on their platform who had already been paid out for the events that were subsequently cancelled.

“With the coronavirus impacting 28,000 events and the associated magnitude of challenge in recouping monies owed by sellers over the coming months, it is currently impossible for us to offer immediate cash to buyers,” StubHub said at the time. [StubHub was sued in a class action over the policy change](#) ([http://“With the coronavirus impacting 28,000 events and the associated magnitude of challenge in recouping monies owed by sellers over the coming months, it is currently impossible for us to offer immediate cash to buyers,” StubHub said at the time.](#)), and saw its public image battered, all while its [purchase by viagogo was being picked apart by regulators in the UK before being approved with contingencies](#) (<https://www.ticketnews.com/2021/03/uk-regulator-greenlights-plan-for-viagogo-stubhub-merger/>), further hindering its ability to take action to survive the pandemic. While predictions of the company going bankrupt appear to have been overblown, the damage to the pre-pandemic leader in ticket resale marketplaces in the U.S. has been substantial.

Customers who are due refunds for pre-March 25 2020 events will be paid out by the end of May according to StubHub. They also have the option of keeping their credit for future event ticket purchase on the marketplace if they would prefer. The credits issued by the company are valid through the end of 2022.

NO: 500-06-001066-204

**SUPERIOR COURT
(Class Action)
DISTRICT OF MONTRÉAL**

TRACY PATTERSON

Plaintiff

v.

**TICKETMASTER CANADA HOLDINGS ULC
TICKETMASTER CANADA ULC
ET ALS.**

Defendants

**MOTION FOR LEAVE TO ADDUCE EVIDENCE
LIST OF EXHIBITS AND EXHIBITS RSH-1, RSH-2,
MH-1 TO MH-6**

ORIGINAL

BO-0042

1001138858

Mtres. François-David Paré and Francesca Taddeo

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