

NOTICE OF PROPOSED SETTLEMENT IN TICKETMASTER FEE DISPLAY CLASS ACTION
Crystal Watch v. Live Nation Entertainment Inc., et al., (Court File No. QBG-RG-00679-2018)

**To individuals residing in Canada who purchased
one or more Tickets between September 1, 2015 and June 30, 2018.**

**Where “Tickets” means any ticket for an event in Canada, outside of Québec,
purchased with the use of a computer through the www.ticketmaster.ca website
or with the use of a mobile phone or other mobile device using a browser and the
www.ticketmaster.ca website or using one of Ticketmaster’s mobile applications.**

Please read this notice carefully.

IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS.

The Court authorized this notice. This is not a solicitation from a lawyer.

You could be affected by the settlement of a class action lawsuit against Live Nation Entertainment, Inc., Live Nation Worldwide Inc., Ticketmaster Canada Holdings ULC, Ticketmaster Canada LP, Ticketmaster L.L.C., The V.I.P. Tour Company, Ticketsnow.com, Inc., and TNOW Entertainment Group, Inc. (collectively, “Ticketmaster”) regarding marketing practices with respect to price representations and non-optional fees for Tickets purchased from Ticketmaster.

The class action alleges that Ticketmaster’s previous marketing practices with respect to price representations and non-optional fee displays were contrary to *The Consumer Protection and Business Practices Act, SS 2014, c C-30.2* and similar legislation of various Canadian jurisdictions. The Court has made no determination regarding the merits of those allegations, which the Defendants deny.

The action *Crystal Watch v. Live Nation Entertainment Inc., et al., (Court File No. QBG-RG-00679-2018)* was certified as a class action on November 25, 2022 by the Court of King’s Bench for Saskatchewan (the “Court”). The certification decision was appealed by both parties, who agreed to a settlement before the appeal was heard.

Ticketmaster and the plaintiff, Crystal Watch, have agreed to a settlement of this class action lawsuit. The nationwide settlement agreement with Ticketmaster (“Settlement Agreement”) is available for review on the website stated below in this notice. The Settlement Agreement must be approved by the Court to become effective.

The Court has approved the following class definition for the Settlement Class for settlement purposes only:

All individuals residing in Canada, except for Excluded Persons, who purchased one or more Tickets between September 1, 2015 and June 30, 2018.

Where “Tickets” means any ticket for an event in Canada, outside of Québec, purchased with the use of a computer through the www.ticketmaster.ca website or with the use of a mobile phone or other mobile device using a browser and the www.ticketmaster.ca website or using one of the Settling Defendants’ mobile applications.

The Settlement Agreement, if approved, will settle, extinguish and bar all claims relating in any way to or arising out of the class action lawsuit against Ticketmaster.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

The total settlement amount is CA\$6,027,000.00 (“Settlement Amount”). Pursuant to the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff’s honoraria and applicable taxes as approved by the Court.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

On December 6, 2024 at 10:00 a.m., there will be a hearing before the Court of King’s Bench for Saskatchewan (the “Approval Hearing”) located at 2425 Victoria Avenue, Regina, Saskatchewan, S4P 4W6. At the Approval Hearing, Class Counsel will seek the Court’s approval of (i) the Settlement Agreement; and (ii) the fees and expense reimbursement of Class Counsel and Plaintiff’s honoraria.

If you do not want to be legally bound by the Settlement Agreement, you must opt out (i.e., remove yourself). To do so, you must complete and submit the designated Opt-Out Form found on the website stated below in this notice and **mail it** to the address listed below, postmarked no later than **December 2, 2024**.

If you choose not to opt out and to stay in the Class, you may object to the Settlement Agreement and may do so per the requirements stated below in this notice which includes providing certain information and setting out your grounds of objection in writing and **mailing it** to the address listed below, postmarked no later than **December 2, 2024**.

Do note that the Settlement Agreement does not release claims asserted or certified in the Trade Desk Litigation (as defined in the Settlement Agreement) as of August 8, 2024. However, compensation you receive under the Settlement Agreement may be deducted from any amounts ordered or agreed to be paid to you in the Trade Desk Litigation, depending upon the outcome of that other litigation. "Trade Desk Litigation" means the cases captioned *Thompson-Marcial v. Ticketmaster Canada LP*, Ontario Superior Court File No. CV-18-00605906-00CP, and *Gomel v. Live Nation Entertainment, Inc.*, British Columbia Supreme Court File No. S1811318 (Vancouver Registry).

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Basic information

1. Why did I get this notice?

You got this notice because you may have purchased a ticket from Ticketmaster between September 1, 2015 and June 30, 2018 for an event in Canada, outside of Québec, through the use of a computer through the www.ticketmaster.ca website or with the use of a mobile phone or other mobile device using a browser and the www.ticketmaster.ca website or using one of Ticketmaster's mobile applications.

The Court certified this lawsuit and has now approved notice for the Approval Hearing with respect to the Settlement Agreement. If you are included in the Settlement Class, you may have legal rights and options that may be affected by the class action lawsuit.

This case is known as *Crystal Watch v. Live Nation Entertainment Inc., et al.*, (Court File No. QBG-RG-00679-2018). The person who started the lawsuit is called the Plaintiff and is Crystal Watch.

The Defendants are Live Nation Entertainment, Inc., Live Nation Worldwide Inc., Ticketmaster Canada Holdings ULC, Ticketmaster Canada LP, Ticketmaster L.L.C., The V.I.P. Tour Company, Ticketsnow.com, Inc., and TNOW Entertainment Group, Inc.

2. What is a class action?

In a class action, one or more people called "Representative Plaintiff(s)" sue on behalf of people who have similar claims. All of the people who have similar claims are called a "Class" or "Class Members." The Court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits by opting out.

3. What is this class action about?

The class action alleges that Ticketmaster's previous marketing practices with respect to price representations and non-optional fee displays were contrary to *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and similar legislation of various Canadian jurisdictions.

The action *Crystal Watch v. Live Nation Entertainment Inc., et al.*, (Court File No. QBG-RG-00679-2018) was certified as a class action on November 25, 2022 by the Court of King's Bench for Saskatchewan (the "Court").

Ticketmaster denies the allegations. The Ticketmaster Defendants have not admitted liability but have agreed to the Settlement Agreement. The Settlement Agreement is subject to approval by the Court.

4. What is happening in the case now?

The Plaintiff (also being the Representative Plaintiff) and the Defendants have reached the Settlement Agreement which is subject to approval by the Court.

While not admitting liability, and without the Court making any determinations, the Ticketmaster Defendants have agreed to the Settlement Agreement which has a total value of CA\$6,027,000.00.

Under the terms of the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff's honoraria and applicable taxes as approved by the Court.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

There will be an Approval Hearing on December 6, 2024 at 10:00 a.m., before the Court of King's Bench for Saskatchewan located at 2425 Victoria Avenue, Regina, Saskatchewan, S4P 4W6, at which time the Court will decide whether to approve the Settlement Agreement, as well as a hearing to approve Class Counsel's fees, disbursements, and request for an honorarium award.

5. Who is a member of the Class?

You are a member of the Settlement Class for settlement purposes only if you meet the following definition:

All individuals residing in Canada, except for Excluded Persons, who purchased one or more Tickets between September 1, 2015 and June 30, 2018.

Where "Tickets" means any ticket for an event in Canada, outside of Québec, purchased with the use of a computer through the www.ticketmaster.ca website or with the use of a mobile phone or other mobile device using a browser and the www.ticketmaster.ca website or using one of the Settling Defendants' mobile applications. The Class Definition excludes individuals who purchased tickets for events taking place in Québec.

Where “Excluded Persons” means all the Defendants, the past and present parents, subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, and the successors and assigns of the Defendants.

Settlement Information

6. What are the benefits of the settlement?

Ticketmaster has agreed to a claims process to compensate certain members of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

As defined in the Settlement Agreement, only a ‘Credit Eligible Class Member’ being an individual who purchased a Ticket from January 1, 2018 through June 30, 2018 will be eligible to claim a credit voucher if the Settlement Agreement is approved.

The Settlement Agreement has a total value of CA\$6,027,000.00. Under the terms of the Settlement Agreement, the Settlement Amount will be subject to deductions for administration expenses, Class Counsel fees and disbursements and Plaintiff’s honoraria and applicable taxes as approved by the Court.

Pursuant to the Settlement Agreement, if after the distribution process there remains any Settlement Amount undistributed, that amount will be paid in the form of cash or cheque, on a *cy pres* basis, to organization(s) selected by Ticketmaster and the Plaintiff and approved by the Court.

7. Who is a Credit Eligible Class Member?

A ‘Credit Eligible Class Member’ is an individual who purchased a Ticket from January 1, 2018 through June 30, 2018.

Where ‘Ticket’ means any ticket for an event in Canada, outside of Québec, purchased with the use of a computer through the www.ticketmaster.ca website or with the use of a mobile phone or other mobile device using a browser and the www.ticketmaster.ca website or using one of the Settling Defendants’ mobile applications.

8. What is the nature and value of the Credits?

Pursuant to the Settlement Agreement, a ‘Credit’ means a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of a value to be determined in accordance with the terms of the Settlement Agreement with no expiry date, subject to certain terms and conditions.

If the Settlement Agreement is approved, Ticketmaster has agreed to a claims process to compensate ‘Credit Eligible Class Members’ of the Settlement Class with a credit voucher that can be used to make a ticket purchase from Ticketmaster in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

‘Credit Eligible Class Members’ will be eligible to obtain a Credit through the claims process pursuant to the Settlement Agreement.

‘Credit Eligible Class Members’ will be entitled to only one Credit, regardless of the number of purchases made during the class period between September 1, 2015 and June 30, 2018.

If the Settlement Agreement is approved and you are a ‘Credit Eligible Class Member’, then you will have an opportunity to make a claim for a credit voucher that can be used to make a ticket purchase from the Ticketmaster platforms in the form of a single, transferable, non-refundable and non-cash convertible electronic gift-card of up to CA\$45.00, with the final value to be determined in accordance with the Settlement Agreement, with no expiry date, subject to certain terms and conditions.

The credit voucher may be used to purchase primary-sale tickets, parking, VIP packages, and certain merchandise on www.ticketmaster.com, www.ticketmaster.ca and www.livenation.com as well as Ticketmaster’s mobile applications in Canada and the United States. They can be used only for events in Canada and the United States, and may not be used for Major League Baseball tickets or any resale tickets. The gift cards shall have no expiry date.

If the gift cards are used for events in the United States, the amount available for use will be subject to the then-prevailing exchange rate between Canadian and United States dollars.

9. What happens if the Settlement Agreement is not approved?

If the Settlement Agreement is not approved, then the litigation of the action *Crystal Watch v. Live Nation Entertainment Inc., et al.* (Court File No. QBG-RG-00679-2018) will continue.

Your Rights

10. I am a Class Member. What are my options?

If you are a Class Member, you have three options:

1) Do nothing.

If you do nothing, you will automatically remain in the Class and will be bound by the terms of the Settlement Agreement.

2) Remove yourself by opting out from the Class.

If you do not want to participate in the Settlement Agreement or be bound by it, you must exclude yourself by opting out. If you opt out, you will not be eligible to receive any benefits under the Settlement Agreement and you will not be able to object to the Settlement Agreement but you will keep any right you have to separately sue Ticketmaster at your own cost.

To validly opt out, you must complete the Opt-Out Form found on the Claims Administrator's website listed below and mail it to the address listed below, postmarked no later than December 2, 2024.

3) Object to the Settlement.

If you do not opt out and choose to stay in the Class, you may object to the Settlement Agreement by mailing a valid written notice of objection to the address listed below, postmarked no later than December 2, 2024.

11. I am a Credit Eligible Class Member. What do I need to do to obtain my credit?

If you are a 'Credit Eligible Class Member' and you are not opting out, then you do not need to do anything right now.

If the Settlement Agreement is approved, the Claims Administrator will notify 'Credit Eligible Class Members' using the email addresses they provided to Ticketmaster that the Settlement Agreement has been approved and will provide a hyperlink for 'Credit Eligible Class Members' to click on if they wish to make a claim for a Credit.

After the claims deadline pursuant to the Settlement Agreement and order of the Court, the Claims Administrator will deliver the Credit to the same email address.

12. I do not wish to participate in the class action. How do I opt out of the Class?

To remove yourself or opt out, you must complete the Opt-Out Form available at the Claims Administrator's Website here www.ticketfeesdisplaysettlement.ca. The Opt-Out Form must be mailed to the Claims Administrator at the address below, postmarked no later than **December 2, 2024**.

Mailing Address:

Ticket Fees Display Class Action
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3

Claim Administrator's Website:

www.ticketfeesdisplaysettlement.ca

Please note that after **December 2, 2024** no further right to opt out of this action will be provided.

13. I disagree with the proposed settlement. How do I object to the proposed settlement?

If you wish to object to the proposed Settlement Agreement, you must submit a written objection by mail to the address below, postmarked no later than **December 2, 2024**.

Mailing Address:

Ticket Fees Display Class Action
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3

Claim Administrator's Website:

www.ticketfeesdisplaysettlement.ca

At the Approval Hearing, the Court will consider objections to the proposed Settlement Agreement by Class Members if the objections were received in the manner and by the date set out pursuant to the Settlement Agreement and order of the Court.

The written notice of objection must contain the following information to be valid:

- (a) the potential Settlement Class Member's full name, current address, telephone number, and the email address associated with their Ticketmaster account;
- (b) the grounds for the objection; and
- (c) whether the potential Settlement Class Member intends to appear at the Approval Hearing himself/herself, or through his/her lawyer (at the potential Settlement Class Member's own expense).

Note: Objecting does not disqualify you from making a claim nor does it make you ineligible to receive benefits under the Settlement Agreement. You cannot opt out of and also object to the Settlement Agreement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn.

Class Counsel may request potential Settlement Class Members that submit an election to opt out or notice of objection to provide their proof of residency and/or other proof that they are a potential Settlement Class Member.

Who are the lawyers representing me?

14. Who are the lawyers for the Representative Plaintiff and Class Members?

The lawyers for the Representative Plaintiff and Class Members, also referred to as Class Counsel, are Merchant Law Group LLP.

MERCHANT LAW GROUP LLP
2401 Saskatchewan Drive, Suite 100
Regina, Saskatchewan, S4P 4H8
Attn: Ticketmaster Fee Display Class Action

Merchant Law Group LLP can be contacted by email at: feedisplay@merchantlaw.com

Or you can call Merchant Law Group LLP at: 306-910-6337

15. How will the lawyers be paid?

The lawyers who are representing the Representative Plaintiff took on this lawsuit on a contingency basis.

At the Approval Hearing, Class Counsel will be asking the Court to approve the Settlement Agreement and also will be asking the Court to approve deductions from the Settlement Amount for administration expenses, Class Counsel fees and disbursements, and Plaintiff's honoraria and applicable taxes.

Class Counsel will be seeking legal fees in the amount of CA\$1,725,000.00 plus applicable taxes, and disbursements in the amount of CAD\$83,829.04, plus applicable taxes. Class Counsel will also be seeking an honoraria award to the Representative Plaintiff of CA\$25,000.00. If approved, these amounts will be paid out of the Settlement Amount.

Getting more information

16. How do I get more information?

Further information about the proposed Settlement Agreement and the claim, including a copy of the Settlement Agreement, the Opt-Out Form and other related documents is available on the Claims Administrator's Website at: www.ticketfeesdisplaysettlement.ca.

Claims Administrator's Contact Information:

Ticket Fees Display Class Action
c/o Verita Global
P.O. Box 3355
London, ON N6A 4K3

ticketfeedisplay@veritaglobal.com

1-888-726-1635

In case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.