

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

TICKETMASTER L.L.C., a limited liability company,

TICKETMASTER ENTERTAINMENT, L.L.C., a limited liability company,

TICKETSNOW.COM, INC., a corporation,

TNOW ENTERTAINMENT GROUP, INC., a corporation,

Defendants.

CASE NO. 1:10-cv-01093

**STIPULATED FINAL JUDGMENT AND ORDER FOR PERMANENT
INJUNCTION AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission ("Commission" or "FTC"), filed a Complaint for Permanent Injunction and Other Equitable Relief against Ticketmaster L.L.C., a limited liability company, Ticketmaster Entertainment, L.L.C., a limited liability company, TicketsNow.com, Inc., a corporation, and TNOW Entertainment Group, Inc., a corporation, pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), alleging deceptive and unfair practices in the sale of event tickets to consumers in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

The Commission and Defendants have stipulated to the entry of this Order in settlement of the Commission's allegations against Ticketmaster L.L.C., Ticketmaster Entertainment, L.L.C., TicketsNow.com, Inc., and TNOW Entertainment Group, Inc. The Court, having been

presented with this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief ("Order"), finds as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over all parties. Venue in the United States District Court for the Northern District of Illinois is proper.
2. The Complaint states a claim upon which relief can be granted, and the Commission has the authority to seek the relief it has requested.
3. The activities of Ticketmaster L.L.C., Ticketmaster Entertainment L.L.C., TicketsNow.com, Inc., and TNOW Entertainment Group, Inc. are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Commission and Defendants stipulate and agree to entry of this Order under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), without trial or final adjudication of any issue of fact or law. By entering into this stipulation, Defendants do not admit any of the allegations set forth in the Complaint, other than jurisdictional facts. This Order is being entered into for settlement purposes only and nothing herein shall be deemed to constitute an admission of liability or wrongdoing by Ticketmaster L.L.C., Ticketmaster Entertainment L.L.C., TicketsNow.com, Inc., or TNOW Entertainment Group, Inc.
5. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claim that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order.

6. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law.

7. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order are binding upon Defendants, and their officers, agents, servants, representatives, employees, and all other persons or entities in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise.

8. This Order reflects the negotiated agreement of the parties.

9. The parties shall jointly be deemed to be the drafters of this Order; the rule that any ambiguity in a contract shall be construed against the drafter of the contract shall not apply to this Order.

10. Nothing in this Order obviates the obligation of Defendants to comply with Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

11. The Commission's action against Ticketmaster L.L.C., Ticketmaster Entertainment L.L.C., TicketsNow.com, Inc., and TNOW Entertainment Group, Inc. is an exercise of the Commission's police or regulatory power as a governmental unit.

12. The paragraphs of this Order shall be read as the necessary requirements of compliance and not as alternatives for compliance, and no paragraph serves to modify another paragraph unless expressly so stated.

13. Each party shall bear its own costs and attorneys' fees.

14. Entry of this Order is in the public interest.

ORDER

DEFINITIONS

Unless otherwise specified,

1. **“Defendants”** means Ticketmaster L.L.C., Ticketmaster Entertainment L.L.C., TicketsNow.com, Inc., TNOW Entertainment Group, Inc., Live Nation Entertainment, Inc., and their successors and assigns.
2. **“Clearly and conspicuously”** means:
 - a. In print communications, the disclosure shall be presented in a manner that stands out from the accompanying text, so that it is sufficiently prominent, due to its type size, contrast, location, or other characteristics, for an ordinary consumer to notice, read, and comprehend it;
 - b. In communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services, and software), the disclosure shall be presented simultaneously in both the audio and visual portions of the communication. In any communication presented solely through visual or audio means, the disclosure shall be made through the same means through which the communication is presented. In any communication disseminated by means of an interactive electronic medium such as software, the Internet, or online services, the disclosure must be unavoidable. Any audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. Any visual disclosure shall be presented in a manner that stands out in the context in which it is

presented, so that it is sufficiently prominent, due to its size and shade, contrast to the background against which it appears, the length of time it appears on the screen, and its location, for an ordinary consumer to notice, read and comprehend it; and

c. Regardless of the medium used to disseminate it, the disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any communication.

3. “**Close Proximity**” means on the same web page, online service page, or other electronic page, and proximate to the triggering representation, and not accessed or displayed through hyperlinks, pop-ups, interstitials, or other similar means.
4. “**Commerce**” means as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. “**Eligible Consumer**” shall mean a consumer who purchased one or more Tickets to a Springsteen Concert within the first five (5) hours after the commencement of ticket sales for that Concert by Ticketmaster L.L.C. on February 2, 2009, and who purchased the Ticket(s) through www.ticketsnow.com after clicking on the “View All Tickets” button on the “No Tickets Found” page on www.ticketmaster.com; *provided* that Eligible Consumers shall not include any consumer who: (a) previously received restitution pursuant to paragraph 9 of the Assurance of Voluntary Compliance made and entered into on February 23, 2009, by and between Ticketmaster Entertainment, Inc., and Ticketmaster L.L.C. and Anne Milgrom, the Attorney General of New Jersey and David Szuchman, Director, New Jersey Division of Consumer Affairs; (b) previously received a refund

pursuant to Ticketmaster's CEO Irving Azoff's February 5, 2009 offer;

(c) previously received a refund of the Purchase Price, for any reason, including that TicketsNow.com, Inc., did not fulfill the Ticket order; or (d) purchased concert tickets through www.ticketsnow.com on or after February 27, 2008, and received such tickets prior to February 2, 2009.

6. **"No Tickets Found"** page means the web page used by Defendants from approximately October 2008 through approximately February 2009 to notify consumers that there were no Tickets available through www.ticketmaster.com that satisfied their search criteria, and which stated "Expand your search at TicketsNow" and contained a "View All Tickets" button that, when clicked, routed consumers to a ticket listing page on www.ticketsnow.com.
7. **"Original Price"** means the "face" value or original price of a Ticket.
8. **"Primary Sale Website"** means a website owned or maintained by a provider of primary ticketing services, or an agent thereof, through which consumers can purchase Tickets at Original Price.
9. **"Purchase Price"** shall mean the total cost of a Ticket order, including the price of the Ticket(s) and any and all attendant fees and charges.
10. **"Resale Website"** means an Internet website, or portion of a website, that facilitates the sale of Tickets by Resellers to consumers or on which Resellers offer tickets for sale to consumers.
11. **"Reseller"** means an individual who, or an entity, including any Defendant, that, sells Tickets to consumers on the secondary market.

12. **"Springsteen Concert"** shall mean any of the 16 concerts scheduled to be performed by Bruce Springsteen & The E Street Band between April 1, 2009, and May 23, 2009, at the following venues: HP Pavilion at San Jose (San Jose, California); Jobing.com Arena (Glendale, Arizona); Pepsi Center (Denver, Colorado); Los Angeles Memorial Sports Arena (Los Angeles, California); TD Banknorth Garden (Boston, Massachusetts); XL Center (Hartford, Connecticut); Philips Arena (Atlanta, Georgia); Nassau Veterans Memorial Coliseum (Uniondale, New York); Bryce Jordan Center (University Park, Pennsylvania); Xcel Energy Center (St. Paul, Minnesota); United Center (Chicago, Illinois); Verizon Center (Washington, D.C.); Mellon Arena (Pittsburgh, Pennsylvania); IZOD Center (East Rutherford, New Jersey).
13. **"Status of a Ticket"** means, with respect to any Ticket offered for sale on a Resale Website, whether the Ticket is: (1) "in-hand" and ready for immediate delivery to a consumer (*i.e.*, will be shipped no later than three (3) business days after purchase); (2) not "in-hand" but the Reseller has a contractual or other legal right to the Ticket and it will be delivered by a date certain; or (3) not currently available but the Reseller is making an offer to seek to procure it.
14. **"Ticket(s)"** means any paper ticket(s) or electronically transmitted communication(s) that entitles the bearer to admission to an event, including, but not limited to, concerts, sporting events or games, theater performances, or exhibits.
15. The term **"including"** in this Order means "including without limitation."

16. The terms “**and**” and “**or**” in this Order shall be construed conjunctively or disjunctively as necessary, to make the applicable phrase or sentence inclusive rather than exclusive.

I.

PROHIBITION AGAINST FAILING TO DISCLOSE MATERIAL INFORMATION REGARDING TICKET RESALE WEBSITES

IT IS HEREBY ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the advertising, promotion, offering for sale, sale, or distribution of Tickets are hereby permanently restrained and enjoined from:

- A. Failing to disclose, clearly and conspicuously, and within close proximity to any hyperlink or link, hypertext, or other similar web page device or tool that, when clicked, directs, redirects, or routes a consumer from a Primary Sale Website owned, operated, maintained, or under the control of any Defendant, to a Resale Website: (1) that the website to which the consumer is being directed is a Resale Website; and (2) that ticket prices on the Resale Website often exceed the Ticket’s Original Price; and
- B. Failing to disclose, clearly and conspicuously, on any Resale Website owned, operated, maintained, or under the control of any Defendant, and on any page of any such website to which a consumer may be directed, redirected, or routed from a Primary Sale Website owned, operated, maintained, or under the control of any Defendant:

1. That the website is a Resale Website and Ticket prices often exceed the Ticket's Original Price; and
2. In connection with any Ticket listing, that the list price displayed for the Ticket is the "Reseller Price" or "Resale Price."

II.

**PROHIBITION AGAINST MISREPRESENTATIONS REGARDING
STATUS OF TICKETS**

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the advertising, promotion, offering for sale, sale, or distribution of Tickets on a Resale Website owned, operated, maintained, or under the control of any Defendant, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, directly or by implication, the Status of any Ticket on the Resale Website.

III.

**PROHIBITION AGAINST FAILING TO DISCLOSE MATERIAL INFORMATION
REGARDING STATUS OF TICKETS**

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the advertising, promotion, offering for sale, sale, or distribution of Tickets on a Resale Website owned, operated, maintained, or under the control of any Defendant, are hereby

permanently restrained and enjoined from failing to disclose, clearly and conspicuously, and within close proximity to the listing for any Ticket for which the Status of the Ticket is other than "in-hand" and ready for delivery to the consumer no later than three (3) business days from the time of purchase, the following:

- A. If the Status of the Ticket is as defined in Definition 13(2), that the Ticket is not currently "in-hand" but will be delivered no later than [insert date certain]; or
- B. If the Status of the Ticket is as defined in Definition 13(3), that no Ticket is currently available but the Reseller is making an offer to seek to procure a Ticket; and
- C. Any other material information regarding the status of the Ticket if the Ticket is not in the physical possession of a Reseller.

Provided that, Defendants shall have one hundred twenty (120) days from the date of entry of this Order to comply with this Part III.

IV.

DUE DILIGENCE REQUIREMENT REGARDING STATUS OF TICKETS

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the advertising, promotion, offering for sale, sale, or distribution of Tickets on any Resale Website owned, operated, maintained, or under the control of any Defendant, shall, within one hundred twenty (120) days of service of this Order, establish and implement, and thereafter maintain policies, practices, and procedures that are reasonably designed to require any Reseller

to accurately identify the Status of Tickets listed on the Resale Website, including, but not limited to, whether the Ticket is accurately identified as "in-hand," contractually obligated to the Reseller, or an offer to seek to procure a Ticket. Such policies, practices, and procedures shall consist of:

- A. Designating appropriate personnel to coordinate and oversee the policies, practices, and procedures;
- B. Regularly conducting audits of Resellers' Ticket listings for compliance with Defendants' policies, practices, and procedures implemented pursuant to this Part;
- C. Actively and regularly monitoring Resellers' Ticket order fulfillment rates;
- D. Imposing meaningful disciplinary procedures on Resellers who provide inaccurate information regarding the status of Tickets they list on Defendants' Resale Websites;
- E. Having qualified persons conduct an annual written review within one hundred fifty (150) days of service of this Order and yearly thereafter, which shall: monitor and document compliance with the policies, practices, and procedures; evaluate the effectiveness of the policies, practices, and procedures; and, where necessary or appropriate, recommend changes to the policies, practices, and procedures; and
- F. Adjusting the policies, practices, and procedures in light of any findings and recommendations resulting from reviews or ongoing monitoring, and in light of any material changes to its operations that affect the policies, practices, and procedures.

The content and implementation of such policies, practices, and procedures shall be fully documented in writing.

V.

MONETARY RELIEF FOR CONSUMERS

A. Monetary Relief for Consumers Who Purchased Springsteen Tickets After Being Redirected From Ticketmaster to TicketsNow

IT IS FURTHER ORDERED that Defendants shall provide redress to Eligible Consumers in accordance with the following:

1. Within ten (10) days after entry of this Order, Defendants shall provide to the Commission a searchable electronic file (the "Consumer Database") containing the following information for each consumer who purchased, through www.ticketsnow.com, one or more Tickets to a Springsteen Concert within the first five (5) hours after the commencement of Ticket sales for that Concert by Ticketmaster: name; contact information; the date and venue of the Concert; the number of Tickets purchased; the Purchase Price paid by the consumer for the Ticket(s); the amount the Purchase Price would have been if the consumer had purchased the Ticket(s) through Ticketmaster; the amount of any refund previously provided to the consumer; information sufficient to indicate whether the consumer purchased the Ticket(s) after clicking on the "View All Tickets" button on the "No Tickets Found" page on www.ticketmaster.com; and information sufficient to indicate whether the consumer had purchased concert Tickets through www.ticketsnow.com on or after February 27, 2008, and received such tickets prior to February 2, 2009.

2. The redress program shall be administered by a Redress Administrator selected by the FTC. Defendants shall have no right to contest the FTC's selection of the Redress Administrator. The Consumer Database will be provided by the FTC to the Redress Administrator, who will determine which consumers are Eligible Consumers, as defined in this Order.
3. The parameters of the redress program are as follows:
 - a. Redress Eligibility Notices in the form set forth in Appendix A, containing the Claim Form set forth in Appendix B, shall be issued to the Eligible Consumers as identified by the Redress Administrator. Eligible Consumers who return signed Claim Forms within fifteen (15) days after the time set forth on the Redress Eligibility Notice are Participating Consumers.
 - b. The Redress Administrator will provide Participating Consumers redress consisting of the difference between the Purchase Price paid by the consumer to TicketsNow and the amount the Purchase Price would have been if the consumer had purchased the Ticket(s) through Ticketmaster.
4. Defendants shall fund the redress program as follows:
 - a. Within five (5) days after entry of this Order, Defendants, jointly and severally, shall pay to the FTC by electronic funds transfer the sum of One Hundred Thousand Dollars (\$100,000) to be used for the initial costs for administration of the redress program.
 - b. Within ten (10) days of receiving notice from the FTC of the amount of funds required for complete redress payments to Participating Consumers,

and any additional amount necessary to cover actual or estimated costs of redress administration, Defendants, jointly and severally, shall pay to the FTC by electronic funds transfer the total amount specified in the notice. The notice shall include a list of the Participating Consumers and the amount of redress payments to each.

- c. If, after the completion of the distribution of redress payments, the amount of complete redress payments to Participating Consumers plus the costs of administration of the redress program is less than the funds paid by Defendants, then any remaining funds shall be returned to Defendants.
- d. Defendants relinquish all dominion, control, and title to the payments made pursuant to this Part. Defendants shall make no claim to or demand for return of the payments, directly or indirectly, through counsel or otherwise, except as provided in subpart 4(c) of this Part; and in the event of bankruptcy of one or more Defendants, Defendants acknowledge that the payment is not part of the debtor's estate, nor does the estate have any claim or interest.

B. Monetary Relief for Consumers Who Purchased Verizon Center Concert Tickets

IT IS FURTHER ORDERED that, within thirty (30) days after entry of this Order, Defendants shall provide, to the extent not previously provided, to each consumer who paid for Tickets through www.ticketsnow.com for the May 18, 2009 Bruce Springsteen & The E Street Band concert held at the Verizon Center in Washington, D.C., and who did not ultimately receive Tickets that were equivalent or better than the specific Tickets that s/he ordered, as

determined in the Commission's sole discretion, a refund of the Purchase Price for the Ticket order.

Provided that, Defendants shall not be required to provide monetary relief under this subpart to any consumer who agreed to accept, and received, Tickets to a Bruce Springsteen & The E Street Band concert at another venue as a substitute for the Tickets the consumer originally ordered.

C. IT IS FURTHER ORDERED THAT the payments made pursuant to this Part represent redress and are intended to be compensatory in nature, and no portion of such payment shall be deemed a payment of any fine, penalty, or punitive assessment.

VI.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of three (3) years from the date of entry of this Order, Defendants shall notify the Commission in writing of any changes in the corporate structure of any Defendant or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change about which a Defendant learns less than thirty (30)

days prior to the date such action is to take place, the Commission shall be notified as soon as is practicable after obtaining such knowledge.

B. One hundred fifty (150) days after the date of entry of this Order and annually thereafter for a period of three (3) years, Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Part titled "Distribution of Order";
2. Any other changes required to be reported under subpart A of this Part; and
3. Documentation sufficient to demonstrate that, in compliance with subpart B of Part V above, relevant consumers were either provided a refund in accordance with that subpart or were not entitled to monetary relief.

C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W., Room NJ-2122
Washington, D.C. 20580
RE: *FTC v. Ticketmaster L.L.C., et al.*, Civil Action No. _____

Provided that, in lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Commission at: DLBrief@ftc.gov.

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Defendant.

VII

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including, but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69; and
2. having its representatives pose as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by any Defendant, without the necessity of identification or prior notice; and

C. Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

Provided however, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

VIII.

RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of six (6) years from the date of entry of this Order, Defendants and any business of which any Defendant is a majority owner or otherwise directly or indirectly manages or controls, and that engages in the sale or resale of Tickets, and their agents, employees, officers, corporations, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

A. Copies, on a monthly basis, of all ticket listings on any Resale website owned, operated, maintained, or under the control of any Defendant;

B. Copies of all web pages containing any hyperlink or link, hypertext, or other similar web page device or tool that, when clicked, directs, redirects, or routes a consumer from

a Primary Sale Website to a Resale Website owned, operated, maintained, or under the control of any Defendant;

C. Documents comprising or relating to consumer complaints, whether received directly, indirectly, or through any third party, concerning any of the conduct addressed in this Order, including but not limited to requests for refunds, and any responses to those complaints or requests;

D. Copies of all contracts concerning the listing, offering for sale, sale, or distribution of Tickets on any Resale website owned, operated, maintained, or under the control of any Defendant, including, but not limited to, agreements and contracts with Ticket Resellers and other Ticket suppliers; and

E. Data on the number of consumers who click through any hyperlink or link, hypertext, or other similar web page device or tool that, when clicked, directs, redirects, or routes a consumer from a Primary Sale Website to a Resale Website, and data on the number the consumers who ultimately purchase tickets after such click-through;

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order required by the Parts titled "Distribution of Order" and "Acknowledgment of Receipt of Order," copies of documents relating to the content, implementation, and review of policies, practices, and procedures required by the Part titled "Due Diligence Requirement Regarding Status of Tickets," and all reports submitted to the FTC pursuant to the Part titled "Compliance Reporting"; and

G. Documents that contradict, qualify, or call into question Defendants' compliance with this Order.

IX.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of three (3) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

A. Defendants shall deliver a copy of this Order to: (1) each of their principals, officers, directors, and each of their managers who engage in conduct related to the subject matter of the Order; (2) all of their employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in subpart A of the Part titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Defendants. For new personnel, delivery shall occur prior to their assuming their responsibilities. For any business entity resulting from any change in structure set forth in subpart A of the Part titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

B. Defendants shall secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Part.

X.

ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that each Defendant, within five (5) business days of receipt of this Order as entered by the Court, shall submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

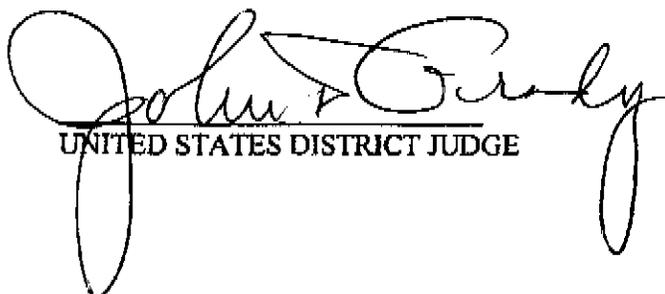
XI.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED:

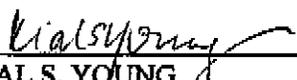
Dated: 2/18/2010


UNITED STATES DISTRICT JUDGE

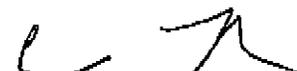
SO STIPULATED AND AGREED:

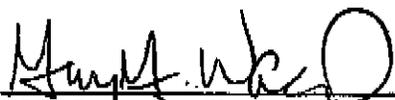
FOR THE FEDERAL TRADE COMMISSION:

FOR THE DEFENDANTS:

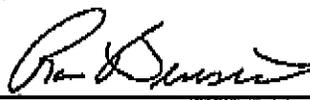

KIAL S. YOUNG
DEVIN W. DOMOND
Federal Trade Commission
600 Pennsylvania Avenue
Room NJ-3212
Washington, DC 20580
Tel: (202) 326-3525 (Young)
 -2610 (Domond)
Fax: (202) 326-3259


TICKETMASTER L.L.C.
By: CHRIS RILEY, Senior Vice President
and General Counsel


TICKETMASTER ENTERTAINMENT,
L.L.C.
By: CHRIS RILEY, Senior Vice President
and General Counsel



GUY G. WARD, III, Bar No. 6217011
Federal Trade Commission
55 West Monroe Street
Suite 1825
Chicago, IL 60603
(T) 312-960-5612
(F) 312-960-5600



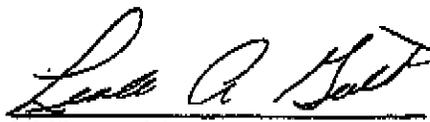
TICKETSNOW.COM, INC.
By: RON BENSON, CEO



TNOW ENTERTAINMENT GROUP,
INC.
By: RON BENSON, CEO



LIVE NATION ENTERTAINMENT, INC.
By: MICHAEL RAPINO, President and
CEO



LINDA A. GOLDSTEIN
Manatt, Phelps & Phillips, LLP
7 Times Square
New York, NY 10036
Tel: (212) 790-4544
Fax: (212) 790-4545

Attorney for Defendants

Appendix A

IMPORTANT REFUND INFORMATION

Federal Trade Commission
Claims Administrator Center

[address]

[city, state zip]

[date]

[Customer Name
Control number
Mailing address
City, State Zip]

Dear TicketsNow Customer:

The Federal Trade Commission (FTC), the nation's consumer protection agency, has settled an action against Ticketmaster and TicketsNow for alleged deceptive practices. You may be eligible for a refund.

On **[add date]**, the FTC filed a complaint against Ticketmaster, TicketsNow, and related companies in the Northern District of Illinois alleging deceptive practices in connection with the sale of concert tickets. Specifically, the complaint is about customers who went to Ticketmaster's website on February 2, 2009, to buy tickets for a Bruce Springsteen concert and were re-routed to www.ticketsnow.com after they clicked on a "View All Tickets" button on the Ticketmaster site. TicketsNow is a resale website owned by Ticketmaster that sells tickets for higher prices. You can find additional information about this complaint at **[ftc website link]**.

To settle this lawsuit, the companies have agreed to give partial refunds to unsatisfied customers who purchased tickets on TicketsNow, within the first five hours of the public onsale, after clicking on the "View All Tickets" button. Some customers are not eligible, including anyone who previously received a refund from the companies. Eligible customers such as yourself can get back the extra money they paid to buy the higher-priced tickets from TicketsNow. For example, if a dissatisfied customer paid \$400 for two tickets from TicketsNow, and those same two tickets would have cost \$200 from Ticketmaster, the customer will get a refund of \$200.

To claim your refund, please complete the enclosed form and return it by [insert date 30 days from anticipated receipt by consumer]. The amount of your refund will be calculated automatically based on purchase information in TicketsNow's database.

Questions? Call 1-800-[number] or visit [URL].

Sincerely,
[Add a real name]
Claims Administration Center

We are the only Claims Administration Center authorized by the FTC to mail notices and claims forms and process and refund claims in this settlement. You are not required to pay anything to receive a refund. If any other company or individual contacts you and requests that you send them money or information in return for a refund from TicketsNow, please call the Claims Administration Center immediately at the phone number above.

PRIVACY ACT NOTICE

This information is being collected in order to make a distribution of funds in connection with a stipulated judgement entered by the U.S. District Court for the Northern District of Illinois pursuant to 15 U.S.C. 53(b). In addition, this information may be disclosed for other purposes authorized by the Privacy Act, 15 U.S.C. 552a and 47 Fed. Reg. 32, 622, including disclosure to other government agencies. Failure to provide the requested information could delay processing or, in some cases, make it impossible for us to process your claim.

Appendix B

CLAIM FORM

[Customer Name
Control number
Mailing address
City, State Zip]

Instructions: To claim your refund, complete this form and send it **by insert date 30 days from anticipated receipt by consumer** to:

[Address]

Questions? Call 1-800-[number] or visit [URL].

I hereby declare, under penalty of perjury, that on February 2, 2009, I bought one or more Bruce Springsteen concert tickets through www.ticketnow.com within the first five hours of the tickets going on sale on www.ticketmaster.com, and that I was dissatisfied with my purchase.

I have not already received a refund for the tickets I bought.

Please send me my refund.

Signed: _____

Print Name: _____

Date: _____

Daytime phone: _____

If you have moved, please give us your new address:

Address: _____

City, State, Zip: _____

PRIVACY ACT NOTICE

This information is being collected in order to make a distribution of funds in connection with a stipulated judgement entered by the U.S. District Court for the Northern District of Illinois pursuant to 15 U.S.C. 53(b). In addition, this information may be disclosed for other purposes authorized by the Privacy Act, 15 U.S.C. 552a and 47 Fed. Reg. 32, 622, including disclosure to other government agencies. Failure to provide the requested information could delay processing or, in some cases, make it impossible for us to process your claim.