

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Action)

NO: 500-06-000754-156

STEVE ABIHSIRA
Plaintiff
-vs-
STUBHUB, INC.
and
EBAY, INC.
and
VIVID SEATS, LLC
and
SEATGEEK, INC.
and
FANXCHANGE LIMITED
and
TICKETNETWORK, INC.
and
RAZORGATOR, INC.
and
TICKETCITY, INC.
and
UBERSEAT
and
TICKETMASTER CANADA LTD.
and
TICKETMASTER CANADA ULC
and
TICKETMASTER CANADA HOLDINGS ULC
and
TICKETMASTER [...] LLC
and
TNOW ENTERTAINMENT GROUP, INC.
and
VIAGOGO AG
Defendants

TRANSACTION AGREEMENT
SCHEDULE "J" - QUESTIONS AND ANSWERS

Why was a notice sent by email?

The purpose of this notice is to inform the members of the class action group that the Plaintiff (Steve Abihisira) and STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC., FANXCHANGE LIMITED and UBERSEAT (the “**Defendants**”) agreed to an amicable settlement.

Who are the group members affected by this Settlement?

A person is a member of the group of this class action targeted by the Settlement if such person meets all of the following conditions:

1. If you are an individual;
2. If since August 28, 2012, you have purchased through any of **VIVID SEATS LLC, a Vivid Seats Subsidiary Client, TICKETNETWORK INC., SEATGEEK, INC., FANXCHANGE LIMITED and UBERSEAT** at least one Ticket either:
 - (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
 - (b) who paid a price higher than the price advertised by Defendants on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;
3. If from August 28, 2012, to January 17, 2014 and since September 1, 2015, you have purchased through **StubHub Inc.** at least one Ticket either:
 - (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
 - (b) who paid a price higher than the price advertised by Defendants on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;
4. If that Ticket purchase was not made in relation to the operation of a business;
5. If that Ticket purchase was made while you were physically located in the province of Quebec;

What does the Settlement provide for?

Without any admission of liability, in the purpose of avoiding a trial and the additional costs and expenses related thereto, the **Defendants** agree to:

1. implement a business practice change to their on-line transaction process pursuant to which a ticket price announced to a Quebec consumer for Quebec events at the first step of said process will be the total price that the consumer is required to pay except for taxes (GST, QST) and optional costs, including paper tickets, delivery, insurance, etc.;
2. remit to each eligible member a single, non-transferable and non cash-convertible \$37.08 Coupon less Class Counsel Fees, amounting to a net coupon value of \$24.29.

Does the Settlement have to be approved by the Court?

Yes. The Superior Court of Quebec will hold a hearing to decide whether to approve the Settlement on March 14, 2018 at 9:00 a.m. in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Is the Plaintiff satisfied with the Settlement?

Yes. Steve Abihira and his lawyers feel that the settlement is fair and reasonable and that it is in the interest of the members of the group. They will request that the Superior Court of Quebec approve it.

Who is eligible to receive a Coupon?

If you are a group member, you are automatically eligible to receive the Coupon or you must complete or submit an on-line claim form.

If you are a group member who purchased at least one ticket for an event in Quebec, no action is necessary, you will automatically receive one Coupon in your account or through the email address used to complete the purchase.

If you are a group member who did not purchase tickets for an event in Quebec, but you did purchase at least one ticket for an event outside Quebec, you must submit a claim in accordance with the claim process which must be approved by the Court and which is provided in the Transaction Agreement.

What actions must be taken to receive our Coupon?

If you are a group member who purchased at least one ticket for an event in Quebec, no action needs to be taken and you will automatically receive your Coupon.

If you are a group member who did not purchase tickets for an event in Quebec, but you purchased at least one ticket for an event outside Quebec, you must submit a claim in accordance with the claim process which must be approved by the Court and which is provided in the Transaction Agreement.

When will the Coupon be remitted?

Coupons will be remitted on the Reparation Date for events in Quebec and on the Reparation Date for events outside Quebec, respectively 35 days and 100 days following the date on which the Judgment Approving the Transaction becomes final.

What is the purpose of this class action?

Steve Abihira instituted a class action on August 28, 2015 in the Superior Court of Quebec against the Defendants. Mr. Abihira claims that the Defendants violated the *Consumer Protection Act* by selling tickets to events: (1) at a price higher than the price advertised on their websites (at the first step); and/or (2) at a price above that announced by the vendor authorized by the producer of the event.

The Defendants oppose the action; they claim not to be “sellers” within the meaning of the *Consumer Protection Act* and having complied at all times with the applicable laws in their business operations.