

SENT BY EMAIL

From: Jon Riley
Project Director

Direct line: 020 3738 6143

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Dear secondary ticketing website operator:

The Competition and Markets Authority's (CMA) investigation into secondary ticketing websites

Open letter to secondary ticketing website operators

1. The CMA is publishing this open letter to secondary ticketing website operators to inform them of the outcomes of the CMA's investigation into the secondary ticket sector and to remind them of their obligations under consumer law. For the avoidance of doubt, we consider you to be a secondary ticket website if you facilitate the resale of tickets, even if this is not the primary purpose of your website.
2. As you will likely be aware, on 27 November 2018, following enforcement Action, the CMA secured a court order against the secondary ticketing website viagogo, which requires it to overhaul its business practices. This followed legal proceedings launched by the CMA in August 2018, which related to concerns that viagogo was breaking consumer protection law.
3. The High Court agreed to make a legally binding order instructing viagogo to comply with the law by:
 - telling purchasers of tickets if there is a risk that they will be turned away at the door;
 - informing customers which seat in the venue they will get;
 - providing information about who is selling the ticket, so people can benefit from enhanced legal rights when buying from a business;

- not giving misleading information about the availability and popularity of tickets - which had the potential to lead to customers being rushed into making a buying decision or making the wrong choice;
 - making it easy for people to get their money back under viagogo's guarantee when things go wrong; and
 - preventing the sale of tickets a seller does not own and may not be able to supply.
4. It will also ensure that viagogo does not repeat historic failures to make its customers aware of the face value of tickets on sale through its site. A full copy of the Order is available on the [CMA's secondary ticketing websites case page](#)
 5. The court order against viagogo followed formal commitments from the three other largest secondary ticketing websites, StubHub, GETMEIN! and Seatwave.¹ Those websites formally committed in April 2018 to ensure that better information would be given about tickets being resold through their platforms to consumers.
 6. All websites subject to our investigation must make the changes required of them by, at the latest, 18 January 2019.

Compliance with consumer protection law

7. The CMA is committed to ensuring that the conduct which led to the order against viagogo, and the formal commitments from StubHub, GETMEIN! and Seatwave, is not repeated by other operators in the secondary ticketing sector.
8. As the operator of a secondary ticketing website, the CMA is writing to remind you of your obligations under consumer protection law, including what the CMA expects from you in order to help comply with those legal obligations. This is so that you can review your practices and make any necessary changes.
9. To assist you with this, in Annex A we set out the steps we expect secondary ticket websites to take to help ensure that they comply with consumer protection law.
10. In addition, the CMA would like to draw your attention to the following two pieces of helpful guidance:

¹ Seatwave and GETMEIN! are owned by Ticketmaster. Although Ticketmaster has now closed the Seatwave and GETMEIN! platforms, it has committed that all its secondary ticket sales going forward, including those through its primary ticketing site, will comply with the undertakings it agreed with the CMA.

- [The Department for Business, Energy & Industrial Strategy's \(BEIS\) guidance for secondary ticketing websites;](#)
- [The Business Companion's guide for businesses on the resale of tickets.](#)

11. If you have any questions about any of the above, or would like to discuss anything further, please feel free to contact me.

Yours sincerely

Jon Riley

Project Director

jon.riley@cma.gov.uk

Annex A

Compliance with consumer protection law

Secondary ticketing websites must comply with the:

- Consumer Rights Act 2015;
- Consumer Protection from Unfair Trading Regulations 2008;
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and
- Electronic Commerce (EC Directive) Regulations 2002.²

We set out below the steps we expect secondary ticket websites to take to help ensure that they comply with their obligations under the legislation set out above. You should review your practices and, if necessary, take steps to ensure that you comply with the law.

For the avoidance of doubt, the steps set out below are not intended to be exhaustive and are not a substitute for legal advice. You should regularly review your practices to ensure they comply with the law.

What the CMA expects you to do

Make checks before people can list tickets

Before letting people list tickets you should look at the primary ticket seller's website for information about any event-wide restrictions on use which apply to an event (including resale restrictions) and ensure that the details of any restrictions you find are disclosed to consumers before they buy tickets.

You should not let people list tickets for an event unless you have checked that they have been made officially available on the primary market.³

Require sellers to provide important information before they can list tickets

You should make it mandatory for sellers to disclose any applicable information about restrictions on use, seat number and face value (as well as any other important information). For example, you should ask sellers to confirm whether

² Other legislation may also apply to the activities of secondary ticketing websites.

³ Officially available can include the release of tickets to special groups before the tickets go on general sale to the public.

tickets are seated, and if so they should not be able to list the tickets unless they enter the seat number (or can demonstrate that a seat number has not been issued).

You should require sellers to confirm whether or not they are a business, and if so require them to provide their details. You should also regularly check your own records for sellers who have not disclosed that they are a business.

A business seller includes:⁴

- someone who confirms that they are a business;
- someone who confirms that they are a registered company and/or has a VAT registration number;
- an event organiser; and
- someone who has sold more than 100 tickets on your website in any 12-month period.

You should ensure that sellers can, as a minimum, disclose information about:

- whether they are a trader and, if so, their identity (which could be a trading name) and postal address;
- whether they have a connection⁵ to the event or your platform and, if so, how they are connected;
- the block/area, row and seat of a ticket;
- whether a ticket is subject to any restriction on use and, if so, what those restrictions are; and
- the face value of the ticket.

Give important information to buyers

All important information should be complete and correct, and clearly and prominently provided on the relevant pages of your website.

You should clearly display details of any event-wide restrictions on the event page (i.e. the page on your website which shows multiple ticket listings for an event) and the final check-out page.⁶

⁴ There may be other circumstances in which a seller qualifies as a business.

⁵ Within the meaning of section 90(6) of the Consumer Rights Act 2015.

⁶ This could be through a suitably clear pop-up, provided the buyer has to confirm they have read it before they can proceed.

Ticket listings on the event page should also include any of the following applicable information⁷ about each ticket:

- the block/area and row;
- whether there is a restriction on use;
- whether the seller is a business (or connected to the event or your platform);
- whether the seller is connected to the event or your platform; and
- the face value.⁸

As a minimum, the first individual ticket listing and the final check-out page should include the following information:

- whether the seller is a trader and, if so, their identity (which could be a trading name);
- whether the seller has a connection⁹ to the event or your platform and, if so, how they are connected;
- the block/area, row and seat of a ticket;
- whether a ticket is subject to any restriction on use and, if so, what those restrictions are; and
- the face value of the ticket.

If the seller is a business, then their postal address should be provided on the final check-out page.¹⁰

Wherever information about a restriction on resale (i.e. something which prohibits resale or restricts the use of a ticket to the original purchaser) is provided, you should state that the ticket may be invalid for entry to the event and whether any guarantee you offer will cover such a situation.

The information set out above should also be confirmed to consumers after they make a purchase, for example, within a confirmation of purchase email.

Take action when notified of a problem

If an event organiser notifies you in writing of problems with information set out above, which is relevant to tickets for their event, then you should take appropriate

⁷ This information can be provided in writing or through a suitable label or icon.

⁸ Information about restrictions on use and the seller does not need to appear on the event page on mobile and app-based formats, if it is not possible to include due to limitations of space.

⁹ Within the meaning of section 90(6) of the Consumer Rights Act 2015,

¹⁰ This could be through a link or pop-up.

action in response. You should also take action if the CMA or another enforcer notifies you of problems.

Before tickets go on sale, if an event organiser notifies you that restrictions on use (including restrictions on resale) will apply to an event, then you should ensure that this information is displayed to buyers if tickets are subsequently listed through your website. In addition, if an event organiser informs you that tickets for an event have not been made officially available then you should suspend sales on your website until they are.

Once tickets have gone on sale, if an event organiser notifies you about missing, incorrect or incomplete information, then you should update or correct the relevant ticket listings within 2 working days. For example, If the event organiser sees that a resale restriction is not being displayed, or that seated tickets are being listed without seat numbers (when those seat numbers have been issued), it can provide details to you, after which you should ensure that this information is provided.

If the CMA or another enforcer notifies you that information about a seller is missing or incorrect you should contact the seller within 2 working days and give them up to 5 working days to demonstrate that the information is complete and correct. If they do not do so then you should update or correct the relevant ticket listings within 2 working days.

Further information about what information event organisers should provide can be [found on GOV.UK](#).

Guarantees

If you have a guarantee or similar offer, promise or commitment in respect of a ticket purchased through your website, you should ensure that:

- all statements about the guarantee are consistent; and
- all exceptions or qualifications that apply to the guarantee are clearly and prominently displayed to a buyer prior to purchase.

Claims under a guarantee should not be refused if:

- the reason for the rejection was not clearly stated on your website at the time the ticket was purchased;
- the buyer has been refused entry to an event;
- the buyer was not informed by you about a restriction on use which applies to a ticket (and which should have been reasonably known by the seller of the

ticket); or

- the buyer had previously contacted the event organiser or venue to ask whether their ticket would be valid.

You should not require buyers to actually attend an event and be refused entry before a refund or replacement ticket is granted under the guarantee.

You should not require a buyer with a valid claim under your guarantee relist a ticket on your website instead of granting them a refund or replacement ticket.

Messages about the availability and popularity of tickets¹¹

You should ensure that any messages you display on your website about the availability and popularity of tickets are not misleading.¹²

In particular:

- when talking about the number of tickets available on your website you should make clear that this does not represent the totality of tickets available for an event (just those on your website);
- you should not suggest that website traffic or demand for tickets is affecting website performance, unless this is actually the case at the time the message is displayed;
- you should not suggest to buyers that tickets which have been previously purchased (and are therefore historical purchases) are being sold in real time while the buyer is using the website, when in fact they are not, thereby giving the false impression that demand for these tickets is higher than it in fact is; and
- you should not display any website loading bar or slow down navigation on your website, unless this reflects actual technological constraints on the website server's ability to load the page due to volume of traffic, and the message is therefore factually true.

¹¹ This includes any message on your website that provides information about the supply, demand, availability, price or value of tickets.

¹² 'Misleading messages' includes information that is (a) false; (b) unsubstantiated by data or information held; (c) based on assumptions, limitations or qualifications that are not disclosed in the text of the message and which contradict or change the meaning of the message; and (d) pre-set or pre-programmed information (including within a pop-up or animation) which is presented as representing the real time situation on a website when it does not.

You should not display any messages about the availability and popularity of tickets on the pages where the buyer enters their delivery details, their payment details and/or reviews all the details of the ticket(s) and confirms their purchase.¹³

¹³ For the avoidance of doubt, you may still display a timer setting out how long the buyer has to complete the transaction.