

## **PART 8 OF THE ENTERPRISE ACT 2002 (EA02)**

### **STUBHUB (UK) LIMITED**

#### **UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (PURSUANT TO SECTION 219 OF THE EA02) RELATING TO:**

- **THE CONSUMER RIGHTS ACT 2015;**
- **THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008;**
- **THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013; AND**
- **THE E-COMMERCE (EC DIRECTIVE) REGULATIONS 2002.**

**StubHub (UK) Limited**, registered office **1 More London Place, London, SE1 2AF**, has agreed to provide an amended undertaking to the Competition and Markets Authority (**CMA**).

On 28 April 2018 StubHub (UK) Limited gave an undertaking to the CMA in response to an investigation by the CMA and alleged breaches of the Relevant Consumer Protection Legislation (the **Original Undertaking**). The Company was obliged to make any changes it was required to make pursuant to the Original Undertaking within nine (9) months of the date the CMA accepted the Original Undertaking.

StubHub (UK) Limited gives the following amended undertaking to the CMA under section 219 of the EA02 (this **Undertaking**).

This Undertaking will replace the Original Undertaking with effect from the date the CMA acknowledges acceptance.

## Undertaking

**Amendments to the Original Undertaking are underlined (the Amended Requirements).**

Unless otherwise stated, defined terms in this Undertaking have the meanings given to them in Annex C of this Undertaking.

In accordance with section 219(4) of the EA02, StubHub (UK) Limited undertakes:

- not to engage in any conduct which contravenes paragraph 1 below;
- not to engage in such conduct in the course of its business or another business; and
- not to consent to or connive in the carrying out of such conduct by a body corporate with which it has a special relationship (within the meaning of section 222(3) of the EA02).

1. With respect to the operation of the Website, StubHub (UK) Limited, StubHub (UK) Limited's subsidiaries and any third parties acting in StubHub (UK) Limited's name or on StubHub (UK) Limited's behalf (collectively **the Company**) will comply with the requirements set out in Annex A of this Undertaking.

**BY SIGNING THIS UNDERTAKING STUBHUB (UK) LIMITED IS AGREEING THAT IT WILL BE BOUND BY IT.**

**THIS UNDERTAKING REPRESENTS A COMMITMENT IN RELATION TO FUTURE COMPLIANCE BY STUBHUB (UK) LIMITED WITH CONSUMER PROTECTION REGULATION AND PRACTICE. THIS UNDERTAKING DOES NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.**

**IF HAVING SIGNED THIS DOCUMENT STUBHUB (UK) LIMITED BREACHES ANY OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.**

**THIS UNDERTAKING IS WITHOUT PREJUDICE TO THE CONTINUED APPLICATION OF ANY PREVIOUS UNDERTAKING GIVEN TO THE CMA BY STUBHUB (UK) LIMITED SAVE THAT IN THE EVENT OF A CONFLICT THIS UNDERTAKING WILL TAKE PRECEDENCE.**

**THE CMA WILL CONSIDER VARYING OR TERMINATING THE UNDERTAKING, EITHER UPON REQUEST FROM STUBHUB (UK) LIMITED OR UNDER THE CMA'S OWN INITIATIVE, WHERE THERE HAS BEEN A CHANGE OF CIRCUMSTANCES SUCH THAT THE UNDERTAKING IS NO LONGER APPROPRIATE IN DEALING WITH THE ISSUES IT WAS DESIGNED TO REMEDY (EG THE UNDERTAKING IS AFFECTED BY NEW LEGISLATION OR CHANGES IN MARKET CONDITIONS).**

**[SIGNATURE BLOCKS]**

## **List of Annexes**

Annex A: Requirements

Annex B1: Disclosure of Information on the Website

Annex B2: Mandatory Facility

Annex B3: Recording and Reviewing Compliance

Annex C: Definitions

# **Annex A**

## **Requirements**

Unless otherwise stated, defined terms in this Undertaking have the meanings given to them in Annex C of this Undertaking.

### ***Provision of Required Information to Consumers***

1. The Company will ensure that Required Information about which it is Aware is disclosed to consumers using the Website, prior to the purchase of a Ticket. The Required Information will be disclosed in accordance with the provisions of Annex B1 and satisfaction of the requirements of Annex B1 will constitute compliance with the disclosure requirements of this paragraph.
2. The Company will ensure that Required Information, as disclosed to consumers using the Website in accordance with paragraph 1 of this Annex, and Face Value are also Clearly and Prominently disclosed to consumers in a Durable Medium within a reasonable time after the purchase of a Ticket.

### ***Provision of Information by Sellers***

3. The Company will provide a Mandatory Facility which Sellers must complete before they are able to list a Ticket for sale on the Website.
4. The Mandatory Facility will comply with the provisions of Annex B2 of this Undertaking.

### ***Verifying and Updating Required Information***

#### **Event Set Up**

5. Unless the Company is an Official Seller for the Event, the Company will carry out the Pre-Setup Checks before setting up an Event Page.

#### **Notice of Missing Information**

6. If the Company is Notified that Required Information about the Seller may be missing or incorrect, the Company will notify the Seller within two (2) working days and the Seller may be given up to five (5) working days to demonstrate to

the Company that the information they have previously provided is complete and correct. If the Seller fails to do so, the Company will remedy this by following the steps set out in paragraph 10 of this Annex.

7. If the Company is Notified that Required Information about a Ticket, or the Face Value of a Ticket, is missing or incorrect, the Company will remedy this by following the steps set out in paragraph 10 of this Annex.

#### Database Verification

8. The Company will carry out Regular Checks to determine if:
  - a. two or more Sellers are Associates; and
  - b. any Sellers are Traders by reference to the Trader Criteria.
9. If, as a result of the Regular Checks, the Company determines that a Seller is a Trader by reference to the Trader Criteria, but the Required Information about the Seller and any Associates has not been disclosed on the Website or appears to be incorrect, the Company will notify the Seller within two (2) working days and the Seller may be given up to five (5) working days to demonstrate to the Company that the information they have previously provided is complete and correct. If the Seller fails to do so, the Company will remedy this by following the steps set out in paragraph 10 of this Annex.

#### Updating Required Information

10. Where the Company is required by paragraphs 6, 7 or 9 of this Annex to update Required Information on the Website, the Company will within two (2) working days:
  - a. either update the Website to display the relevant Required Information in accordance with the provisions of Annex B1 of this Undertaking or remove the affected Ticket listings from the Website; and
  - b. from that point onwards, be treated as being Aware of the relevant Required Information for the purposes of this Undertaking.

#### ***Measures to remedy the non-disclosure of Required Information***

11. If the Company receives a complaint or other communication from a consumer raising concerns about a Ticket that:

- was purchased on the Website from a Seller who should have been classed as a Trader at the time the Ticket was purchased; and
- Required Information about the Seller was not disclosed to the consumer (including for the avoidance of doubt in a Durable Medium post purchase) or was incorrect,

the Company will Clearly and Prominently notify the Required Information about the Trader to the consumer in a Durable Medium at the same time that it responds to the consumer's complaint or concern.

12. If the Company is Notified that a Restriction on Use applies to Tickets for an Event and this would include a Ticket which has been purchased on the Website for the Event where:

- the Seller listed the Ticket for sale on the Website after the date by which the changes required by the Original Undertaking were required to be implemented;
- the Company was or should have been Aware of the Restriction on Use in question prior to the time of purchase by the consumer;
- the Restriction on Use was not disclosed to the consumer prior to the consumer's purchase; and
- the Event has not yet taken place,

the Company will Clearly and Prominently notify the consumer in a Durable Medium about the restriction within two (2) working days, and Clearly and Prominently inform the consumer of the Company's Guarantee and how they may make a claim under the Company's Guarantee if applicable.

### ***Compliance Policies***

13. The Company will introduce internal Company policies and put in place training, monitoring and auditing procedures to ensure that this Undertaking is complied with.
14. The Company will apply appropriate disciplinary measures, up to and including suspending a Seller from listing Tickets on the Website for such period as the Company considers appropriate, if:

- a. the Seller is found by the Company to have repeatedly listed Tickets on the Website with incorrect or incomplete Required Information; or
- b. the Company is provided with a written statement from an Enforcement Authority notifying the Company that the Seller has repeatedly failed to disclose Required Information (including without limitation that they are a trader for the purposes of consumer protection law), on the Website.

### ***Recording and Reviewing Compliance with this Undertaking***

15. The Company will comply with the requirements of Annex B3 of this Undertaking.

### **The Company's Guarantee**

16. The Company will ensure that all statements about the Company's Guarantee that are presented on the Website to Consumers are consistent as to the substance of the Company's Guarantee and with each other.

### **Ticket Selection and Purchase Messaging**

17. The Company will remove and not replace any Ticket Selection and Purchasing Messages that are Misleading.
18. Without prejudice to the generality of paragraph 17 above:
  - a. the Company will disclose Clearly and Prominently that the Tickets available on the Website represent the tickets available for sale on the Website and does not represent the totality of tickets available for the Event;
  - b. the Company will not suggest that Website traffic or demand for Tickets is affecting Website performance unless that is actually the case at the time the message is displayed;
  - c. the Company will not suggest to Consumers that Tickets that have been previously purchased are being sold in real time while the Consumer is using the Website;
  - d. the Company will not suggest to Consumers that the number of people who have previously viewed Tickets for the relevant Event that day are viewing Tickets for the relevant Event in real time; and



- e. the Company will not display any Website loading bar or slow down navigation of the Website, unless this is caused by technological constraints on the Website server's ability to load the page due to volume of traffic.

### **Identifying Tickets related to the Primary Market**

- 19. The Company will ensure that Tickets related to sales for or on behalf of the Primary Market that are listed on the Website are Clearly and Prominently identifiable as such, and are distinct from Tickets that are offered for resale, on:
  - a. the Event Page; and
  - b. at least one of the first individual Ticket listing page, the final check-out page (or their equivalents) or another location on the Website prior to the purchase of a Ticket.

### ***Supplemental***

- 20. Unless the CMA has agreed in writing otherwise, any changes that the Company has been required to make to comply with the Amended Requirements of this Undertaking were made by 18:00 hours (London time) on 14 February 2020.
  - 21. Nothing in this Undertaking:
    - a. limits or restricts consumers' existing statutory or contractual rights (or the company's obligations in respect of these rights) in any way;
    - b. constitutes approval or certification of the Website as complying with consumer protection laws; or
    - c. precludes the Company from making further changes to the Website:
      - i. if required by law;
      - ii. to provide a higher standard of consumer protection; or
      - iii. provided that such changes are consistent with the terms of this Undertaking,
- and the Company will not make any statement or claim, either

publicly or to any Person, which says, implies or could be taken to imply the opposite.

## Annex B1

### Disclosure of Information on the Website

1. From the time the Event Page is live, the existence and details of any Event Wide Restrictions of which the Company is Aware will be Clearly and Prominently displayed on at least the Event Page and the final check-out page (or equivalent) where the consumer clicks to confirm the purchase of the Ticket on the Website. This requirement may be satisfied by displaying the Event Wide Restrictions in a pop-up display provided that the pop-up display:
  - a. is presented in an appropriate font, size, colour and position to enable the consumer to easily identify, read and understand the information; and
  - b. requires that the consumer confirm they have read the information before they are able to proceed.
  
2. Where applicable, the following information of which the Company is Aware will be Clearly and Prominently displayed on each Ticket listing on an Event Page (either in writing or indicated through a suitable label or icon):
  - a. the block/area and row (where applicable) for that Ticket;
  - b. whether there is a Restriction on Use which applies to that Ticket (with the exception of an Event Wide Restriction displayed in accordance with paragraph 1 of this Annex);
  - c. whether the Seller of the Ticket is a Trader; and
  - d. whether the Seller of the Ticket is Connected,

provided that the information listed in b., c. and d. above need not be displayed on Ticket listings on an Event Page on 'mobile' and 'App' based formats, due to limitations of space.
  
3. If the Company is Aware that Required Information is applicable to a Ticket, all such Required Information (other than an Event Wide Restriction displayed in accordance with paragraph 1 of this Annex and the Trader's postal address) will be Clearly and Prominently displayed on at least the following pages of each Ticket listing on the Website:

- a. the first individual Ticket listing page (or equivalent) which shows the details of any specific Ticket listing(s) selected by the consumer; and
  - b. the final check-out page (or equivalent) where the consumer clicks to confirm the purchase of the Ticket on the Website.
4. A Trader's postal address (as provided by the Trader) will be displayed on the final checkout page where the consumer clicks to confirm the purchase of the Ticket on the Website, but may be displayed by clicking on a link or pop-up display (which will be Prominently displayed) to reveal the Trader's address.
5. Wherever a Restriction on Resale is displayed on the Website, a message stating:
- that the Ticket may be invalid for entry to the Event; and
  - whether the Company's Guarantee will cover such a situation,

will also be Clearly and Prominently displayed (where applicable on the same pop-up as the Restriction on Resale itself is displayed). The Company is not required to display this message if the Restriction on Resale does not purport to prevent resale on the Website (for example if an Event Organiser has approved the resale of tickets for an Event through the Website). For the avoidance of doubt, this does not affect the requirement to display the details of the Restriction on Resale itself in accordance with this Annex.

## **Annex B2**

### **Mandatory Facility**

#### ***General***

1. Fields in the Mandatory Facility must require the Seller to actively make a selection or enter the information specified.

#### ***Trader Information***

2. Prior to listing a Ticket for sale on the Website, a Seller will be required to have confirmed:
  - a. whether or not they are a Trader and if so, their identity (which may for the avoidance of doubt be a trading name) and postal address; and
  - b. whether or not they are Connected in relation to the Event for which they are listing Tickets and, if so, the details of their connection(s).
3. Sellers will be able, but not required, to provide a VAT number and/or other company details such as a company registration number.
4. So long as the information required by paragraph 2 of this Annex is linked to each relevant Ticket listed for sale on the Website by a Seller, the Seller need only provide the information once.
5. An explanation about when a Seller is likely to be acting as a Trader will be Clearly and Prominently displayed to Sellers at the point at which the Seller is asked to confirm whether they are a Trader (provided that such explanation may be displayed in a pop-up or equivalent manner). This explanation will include the following indicators of when a Seller is likely to be acting for the purposes of their trade, business, craft or profession:
  - a. the Seller regularly sells Tickets with the intention of making a profit (the sales do not have to be on [www.stubhub.co.uk](http://www.stubhub.co.uk));

- b. the Seller sells Tickets through a registered company, is a sole trader, has a VAT number or pays people to sell Tickets on their behalf; or
  - c. the Seller is paid to sell Tickets.
6. An explanation of section 90(6) of the Consumer Rights Act 2015 (as in force at the time) will be Clearly and Prominently displayed to Sellers at the point at which the Seller is asked to confirm whether they are Connected (save that for 'mobile' and 'App' based formats the explanation may be displayed in a pop-up or equivalent manner).

### ***Restrictions on Use***

7. Prior to listing a Ticket for sale on the Website, a Seller will be required to confirm whether the Ticket is subject to any Restrictions on Use and, if so, be required to specify the Restrictions on Use applicable to the Ticket either by:
- a. selecting the applicable restriction(s) from a list of common Restrictions on Use which may apply to Tickets; or
  - b. if the Ticket is subject to a Restriction on Use which is not included in that list, submitting the applicable restriction(s) to the Company for disclosure, for example through a free text field or other contact method such as email.
8. The information required in paragraph 7 of this Annex can be provided for multiple Tickets at once so long as the same Restrictions on Use apply to all the Tickets (for the avoidance of doubt the information must still be displayed in relation to each of those Tickets).
9. The list of common Restrictions on Use referred to in paragraph 7.a. of this Annex will include but not be limited to the following:<sup>1</sup>
- a. a restriction or purported restriction on re-selling the Ticket;
  - b. the requirement to hold documentation to show that they are the original purchaser (for example ID or a booking confirmation);

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<sup>1</sup> Save that the Company will not be required to include a restriction in the list of common Restrictions on Use if the Company prohibits the listing of Tickets for Events which are subject to such a restriction or prohibits the use of such a restriction by Sellers, and the Company's operational processes prevent any ticket to which such a restriction applies from being listed on the Website.

- c. the requirement to meet or attend the Event with the Seller or any Person determined by the Seller;
  - d. the requirement that a Ticket holder be of a certain age;
  - e. the requirement that a Ticket holder below a certain age be accompanied by someone of a certain age; or
  - f. the requirement that a Ticket holder possess specific characteristics to be able to use the Ticket, and if so, what those characteristics are (such as student, disabled, membership). For the avoidance of doubt these may be presented as separate restrictions to be selected by the Seller.
10. So that it is clear to the Seller the types of restrictions they should be disclosing, sufficient explanation of what constitutes Restrictions on Use must be Clearly and Prominently provided to the Seller at the point at which the Seller is asked to confirm whether any Restrictions on Use apply (save that for 'mobile' and 'App' based formats such explanation may be displayed in a pop-up or equivalent manner). This explanation may take the form of either:
- a. appropriate guidance prepared by the Company; or
  - b. the list of common Restrictions on Use described in paragraph 9 of this Annex.

### ***Seating and Related Details***

11. Prior to listing a Ticket for sale on the Website, a Seller will be required to confirm whether the Ticket is a standing or seated Ticket and, where applicable to the Ticket:
- a. the block/area that has been specified for the Ticket; or that no block/area has been specified for the Ticket; and
  - b. if the Ticket is seated:
    - i. the row that has been specified for the Ticket; and
    - ii. the seat that has been specified for the Ticket.
12. The information required in paragraph 11 of this Annex can be provided for multiple Tickets at once to the extent that the same information applies to all

the Tickets (for the avoidance of doubt the information must still be displayed in relation to each of those Tickets).

13. A Seller will only be able to enter alpha-numeric values for the seat details unless the Company determines that seat details in another format have been issued for that Event.
14. A Seller will not be able to list a seated Ticket without providing row and seat details. If the Company determines that seated tickets for an Event have been sold by an Official Seller without a specified row and/or seat (and the Company has not been Notified that this information has been provided) the Company may dispense with this requirement for that Event.
15. A Seller will not be able to list a Ticket with a block/area, row and seat that is the same:
  - a. as any other Ticket that has been listed by that Seller for that Event unless the Ticket has previously been returned to the Company; or
  - b. as any other Ticket currently listed by another Seller for that Event unless the Company has determined, based on evidence from a Ticket or booking confirmation issued by an Official Seller, that the details provided for the Ticket are correct. If the Company determines that the details for the Ticket are correct, all other Tickets listed with the same block/area, row and seat for that Event by other Sellers must be immediately removed from the Website.

### **Face Value**

16. Prior to listing a Ticket for sale on the Website, a Seller will be required to confirm the Face Value of the Ticket.
17. A Seller must only be able to enter monetary values for the Face Value of the Ticket and must not be able to enter a range of values or give a null value entry (for example £0.00) for the Face Value of the Ticket.



## Annex B3

### Recording and Reviewing Compliance

1. The Company will maintain sufficient records to allow it to demonstrate that it has complied with this Undertaking and the Original Undertaking. This will include but not be limited to maintaining a record of:
  - a. each consumer whom it has notified about a failure to disclose Required Information about a Trader in accordance with paragraph 11 of Annex A of this Undertaking and a copy of the notification sent to the consumer;
  - b. each consumer whom it has notified about a failure to disclose a Restriction on Use applicable to a purchased Ticket in accordance with paragraph 12 of Annex A of this Undertaking, a copy of the notification sent to the consumer, whether a claim was made under the Company's Guarantee, the action taken by the Company in response and the reasons for this;
  - c. when it is Notified, the information and evidence provided with the notification, the action the Company has taken in response to the notification and the reasons for this;
  - d. each Seller who is subject to disciplinary action in accordance with paragraph 14 of Annex A;
  - e. each of the following determinations made by the Company and the reasons for the Company's determination:
    - i. a determination in accordance with paragraphs 6 or 9 of Annex A of this Undertaking that the Required Information previously provided by a Seller is complete and correct;
    - ii. a determination in accordance with paragraph 13 of Annex B2 of this Undertaking that seat details in a non-alphanumeric format have been issued for that Event;
    - iii. a determination in accordance with paragraph 14 of Annex B2 of this Undertaking that seated tickets for an Event have been sold by an Official Seller without a specified row and/or seat; and

- iv. a determination in accordance with paragraph 15.b. of Annex B2 of this Undertaking that the details of a duplicate Ticket are correct.
2. All records created in accordance with paragraph 1 of this Annex will be maintained by the company for at least two (2) years from the date of entry into force of the Undertaking.
3. The Company will appoint a Reviewer to carry out an Annual Compliance Review.
4. The Annual Compliance Review should be carried out in accordance with the following requirements:
  - a. Each review should enable the Reviewer to determine whether:
    - i. the Company has complied with the Undertaking and followed any recommendations made in the Initial Compliance Review or a previous Annual Compliance Review; and
    - ii. the Company's relevant staff have been appropriately trained to ensure compliance with the Undertaking.
  - b. The Company will ensure that the Reviewer has access to all relevant sources of information which they require to carry out the review, including but not limited to:
    - i. records of all Events and Tickets listed on the Website in the preceding two (2) years from the date of each review or any subset of these records (such records to include all information submitted by the Seller about the Tickets or added to the relevant ticket listing by the Company);
    - ii. records of all Sellers who have listed Tickets on the Website in the preceding two (2) years from the date of each review (such records to include all information provided by the Seller and the values and volumes of Tickets listed and sold by the Seller);
    - iii. representative examples of the Website's seller registration process, ticket listing process and ticket purchase process;

- iv. the policies and procedures referred to in paragraph 13 of Annex A;  
and
- v. all records referred to in paragraph 1 of this Annex.

Notwithstanding paragraphs 4.b(i) and 4.b(ii), prior to the first Annual Compliance Review, the Reviewer shall have access to such records dating from the date of entry into force of this Undertaking and the Original Undertaking.

5. Upon completion of each review, the Reviewer will provide a Compliance Report to the Company and the Primary Authority.
6. Each Compliance Report will state:
  - a. the information inspected by the Reviewer;
  - b. whether the Company has complied with the Undertaking;
  - c. whether any recommendations made in the Initial Compliance Review or a previous Annual Compliance Review have been followed;
  - d. if the review finds that the Company has failed to comply with any requirement of the Undertaking or any previous recommendation, why this has occurred;
  - e. the recommendations required to remedy breaches of the Undertaking (if any);
  - f. the actions taken to implement the Reviewer's recommendations (if any), any outstanding actions still to be taken and the date when these actions will be taken; and
  - g. whether the Company's relevant staff have been appropriately trained to ensure compliance with the Undertaking.
7. The Company will, subject to all applicable laws, provide the Primary Authority with any further information the Primary Authority requires to approve the Compliance Report, including but not limited to the:
  - a. analysis of Sellers, broken down by Seller category (including but not limited to Traders, Associates and any commercial partnerships in force). Such analysis should include:
    - i. the number of active Sellers in each category;
    - ii. listings volumes, listings values, sales volumes and sales values by category and/or histograms mapping the distribution of such variables

by Seller volumes; and

- iii. analysis of the criteria by which each Seller classified as a Trader or Associate in the period as a result of Regular Checks was classified as such;
  - b. analysis of the proportion of events, listings, Tickets, sales volumes and/or sales values for which Required Information was disclosed, by Seller or Seller category;
  - c. details (and supporting documentation) of the Seller registration process, ticket listing process and ticket purchase process on the Website, including details of changes to such processes where these changes are relevant to the Undertaking, the rationale for such changes and any available analysis of their effect;
  - d. details of any policies and procedures established to ensure compliance with this Undertaking or with each Compliance Report; and
  - e. details of any amendments to agreements with buyers or Sellers for the purposes of complying with the Undertaking or for each Compliance Report.
8. Within one (1) month of the Compliance Report being approved by the Primary Authority, the Company will:
  - a. implement all changes recommended in the Compliance Report, or if the changes cannot be implemented within one month, explain to the Primary Authority why this is the case, and when these changes will be implemented; and
  - b. subject to paragraph 8.a, obtain the approval of the Primary Authority, confirming that the Primary Authority is satisfied with the Company's compliance with the Undertaking.
9. Upon approval from the Primary Authority, the Company will provide the Compliance Report to the CMA.

## Annex C

### Definitions

Defined terms in this Undertaking have the following meanings. Where applicable, the singular includes the plural and vice versa.

1. **Annual Compliance Review** means a review to be undertaken in accordance with this Undertaking completed by 1 April 2020 and thereafter by 1 March each year for a period of four (4) years from the signing of the Undertaking to determine whether the Company has complied with the Undertaking and followed any recommendations made in the Initial Compliance Review or a previous Annual Compliance Review.
2. **Associate** means any Person who:
  - a. uses the same postal address or contact details as the Seller;
  - b. uses the same banking or payment details as the Seller; or
  - c. the Company has been notified in writing by an Enforcement Authority, that the Enforcement Authority has reasonable grounds to believe, is, or is likely to be, co-operating with, assisting or being assisted by the Seller with the listing of Tickets for sale on the Website.
3. **Aware** means Required Information:
  - a. which a Seller has provided to the Company;
  - b. which was identified by Pre-Setup Checks;
  - c. about which the Company has been Notified;
  - d. which was identified by Regular Checks; or
  - e. which is applicable to the sale of tickets for the Event on the Primary Market and has been provided to the Company because the Company:
    - i. is an Official Seller for the Event;
    - ii. has entered into an official partnership for the Event; or

- iii. is otherwise a Seller.
4. **Clearly** means information must be displayed in plain English and, so far as the Company can determine from the information of which it is Aware, be:
    - a. complete;
    - b. correct; and
    - c. not misleading.
  5. **Company's Guarantee** means any guarantee, offer, promise or other commitment made by the Company in respect of a Ticket purchased on the Website.
  6. **Compliance Report** means a report prepared by the Reviewer in accordance with this Undertaking and provided to the Company and the Primary Authority and, following approval from the Primary Authority, to the CMA, in order to determine whether the Company has complied with the Undertaking.
  7. **Connected** means that the Seller is a person that falls within section 90(6) of the Consumer Rights Act 2015 in relation to an Event.
  8. **Durable Medium** has the same meaning as in Regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
  9. **Enforcement Authority** means any trading standards body or other government body (including the CMA) responsible for enforcing any UK or European Union law in respect of a consumer law matter affecting UK consumers.
  10. **Event** means a specific performance, sporting fixture or equivalent scheduled for a specific venue on a specific date and time.
  11. **Event Organiser** has the same meaning as "Organiser" in section 95(1) of the Consumer Rights Act 2015.
  12. **Event Page** means any page on the Website which displays multiple Ticket listings for an Event.
  13. **Event Wide Restriction** means a Restriction on Use that applies or appears to apply to all tickets for an Event.

13A. **Face Value** means the amount stated on the ticket as its price.

14. **Initial Compliance Review** means the review required by the Original Undertaking to determine whether the Company had made the changes required in the Original Undertaking to comply with the Original Undertaking.

15. **Mandatory Facility** means a facility that requires a Seller to disclose information before they can list a Ticket for sale on the Website. A Seller must use the facility to either: (a) disclose the Required Information; or (b) confirm that the Required Information is not applicable. For the avoidance of doubt, this applies whenever a Ticket is listed, irrespective of whether the seller uses the Website or other software applications or tools to do so.

15A. **Misleading** means information that:

- a. is false;
- b. is unsubstantiated by data or information held by the Company;
- c. is 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 (for the avoidance of doubt, this does not prevent the Company from providing further explanation via hover-text on the same page, as long as the hover-text does not contradict or change the meaning of the message it relates to); or
- d. is pre-set or pre-programmed (including within a pop-up or animation) which is presented as representing the real time situation on the Website when it does not.

16. **Notified** means:

- a. if tickets for the Event have not yet gone on sale to the general public on the Primary Market, that the Company is provided by the Event Organiser with one of the following:

- i. A written statement:

- 1. confirming that a Restriction on Use will apply to all tickets for the Event, to an identifiable category of tickets for the Event (for example general admission), or to a specific identifiable ticket for the Event;

2. confirming (with an appropriate copy of, or link to, the relevant terms and conditions) the terms of that Restriction on Use; and
  3. confirming that the Restriction on Use will be publicised by all Official Sellers from the date on which tickets for the Event first go on sale.
- ii. A written statement confirming that the block/area, row and seat details (as applicable) will be issued for all tickets or for all tickets within an identifiable category of ticket for an Event from the date on which tickets for the Event first go on sale.
- b. if tickets for the Event have gone on sale to the general public on the Primary Market, that the Company is provided by the Event Organiser with one of the following:
- i. A written statement:
    1. confirming that a Restriction on Use applies to all tickets for the Event, to an identifiable category of tickets for the Event (for example general admission), or a specific identifiable ticket for the Event;
    2. confirming (with an appropriate copy of, or link to, the relevant terms and conditions) the terms of that Restriction on Use;
    3. confirming that the Restriction on Use was publicised by all Official Sellers from the date on which tickets for the Event first went on sale; and
    4. accompanied by a copy of, or a link to an Official Seller's website which discloses that the Restriction on Use applies to the Event, ticket or category of ticket.
  - ii. A written statement confirming that block/area, row and seat details (as applicable) have been issued for all tickets or for all tickets within an identifiable category of ticket for an Event.
  - iii. A written statement, supported by appropriate evidence, confirming that incorrect block/area, row or seat details for an Event are being disclosed on the Website (for example that seat numbers have been provided which do not exist).



- c. at any time, that the Company is provided with:
- i. A written statement from an Enforcement Authority confirming that the Enforcement Authority has determined, based on evidence that would at least meet the information requirements set out at paragraphs 16.a. and 16.b., that Required Information about an Event or Ticket on the Website is missing or incorrect;
  - ii. A written statement from an Enforcement Authority confirming that the Enforcement Authority had reasonable grounds to believe that information about a Ticket's Face Value on the Website is missing or incorrect;
  - iii. A written statement from an Enforcement Authority confirming that the Enforcement Authority has reasonable grounds to believe that Required Information about a Seller on the Website is missing or incorrect (where applicable, such a notification will not amount to a waiver of the Company's obligations under this Undertaking and is without prejudice to the ability of the CMA or any trading standards body to enforce a breach of this Undertaking).
17. **Official Seller** means a Person who is authorised by the Event Organiser to sell at least one ticket for that Event on the Primary Market (for the avoidance of doubt, this may include the Event Organiser themselves if they are selling tickets for the Event). Where the venue for that Event is allocated tickets for sale, the venue and/or any Person authorised by the venue to sell at least one ticket for that Event will also be an Official Seller.
18. **Person** includes a body of persons corporate or unincorporated.
19. **Pre-Setup Checks** means reviewing the event page and the first page of the purchase process, on the website of at least one Official Seller for information which is clearly visible about any Event Wide Restrictions that apply to tickets for that Event.
20. **Primary Authority** means City of Westminster Trading Standards or such other trading standards body as the Company may enter into a primary authority relationship with.
21. **Primary Market** means the sale of tickets for an Event by Official Sellers.
22. **Prominently** means the information must be displayed so that it:

- a. is clearly visible in each location as required by this Undertaking;
  - b. is presented in an appropriate font, size, colour and position to enable the consumer to easily identify, read and understand the information; and
  - c. except as permitted by this Undertaking, does not require the user to take any action to access the information.
23. **Regular Checks** means checks carried out at least monthly against the information held by the Company, without the need for regular human intervention.
24. **Required Information** means the following information:
- a. if the Seller of the Ticket is a Trader, the identity of that Seller (which may for the avoidance of doubt be a trading name), their postal address and a clear indicator that a Seller is acting as a business (for example by labelling Required Information about the Seller as “Trader Information” or stating that the Seller is “Registered as a Business Seller”);
  - b. if the Seller of the Ticket is Connected, the details of that Seller’s connection(s);
  - c. if the Ticket is for a specific block/area, row and/or seat, the details of the block/area, row and seat (as applicable) for that Ticket; and
  - d. if the Ticket is subject to a Restriction on Use, a description of that restriction.
25. **Relevant Consumer Protection Legislation** means:
- a. the Consumer Rights Act 2015;
  - b. the Consumer Protection from Unfair Trading Regulations 2008;
  - c. the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and
  - d. the E-Commerce (EC Directive) Regulations 2002.
26. **Restriction on Resale** means any restriction or requirement that:
- a. prohibits or purports to prohibit the resale of a ticket; or

- b. restricts or purports to restrict the use of the ticket to the original purchaser.
27. **Restriction on Use** means a Restriction on Resale or any other restriction or requirement (other than the requirement to produce a valid ticket) on the ability of a consumer to use a Ticket.
28. **Reviewer** means an individual:
- a. approved in writing by the CMA;
  - b. who is not employed by, or an officer of, the Company (but, subject to these conditions, may be an employee of an eBay group company);
  - c. appointed by the Company to carry out the Annual Compliance Review;  
and
  - d. suitably qualified to carry out the Annual Compliance Review.
29. **Secondary Ticketing Facility** has the meaning given to it in section 95(1) of the Consumer Rights Act 2015.
30. **Seller** means any Person who lists or purports to list at least one Ticket for resale on the Website.
31. **Ticket** means a ticket listed by a Seller for admission to an Event.
- 31A. **Ticket Selection and Purchasing Message** means any message provided by the Company to Consumers on the Website that provides information about the supply, demand, availability, price or value of tickets.
32. **Trader** means a Seller that falls within the definition of a “trader” for the purposes of the Relevant Consumer Protection Legislation. This generally means a person acting for the purposes of their trade, business, craft or profession. For the purposes of this Undertaking, a Seller will be presumed to be a Trader if the Seller or any Associate of that Seller, either alone or together, satisfies one or more of the Trader Criteria.
33. **Trader Criteria** means the following criteria:
- a. The Seller has confirmed to the Company that it is a business seller or trader when registering.
  - b. The Seller has confirmed to the Company that it is a registered company

- and/or has a VAT registration number.
- c. The Company is Aware the Seller is an Event Organiser.
  - d. The Seller has sold more than 100 Tickets through the Website in any 12 month period.
34. **UK** means the United Kingdom of Great Britain and Northern Ireland.
35. **Website** means [www.stubhub.co.uk](http://www.stubhub.co.uk) and any other internet based site, platform or facility (in any form, including but not limited to 'mobile' and 'App' based formats) operated by the Company as a Secondary Ticketing Facility and which is directed to UK consumers. For the avoidance of doubt, and without prejudice to the Company's wider obligations under consumer protection law, any listings or other activity which is clearly in respect of the primary market via the Website shall not be subject to this Undertaking.