

PART 8 OF THE ENTERPRISE ACT 2002 (EA02)

UNDERTAKINGS TO THE COMPETITION AND MARKETS AUTHORITY (CMA) UNDER SECTION 219 OF THE EA02 RELATING TO THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRs)

The CMA opened an investigation on 5 September 2024 under Part 8 of the EA02 in relation to the sale of Oasis tickets (the **Investigation**) by Ticketmaster UK Ltd (**Ticketmaster**).

The CMA wrote to Ticketmaster on 24 March 2025 setting out its concerns in connection with the Investigation to which Ticketmaster responded on 16 June 2025.

Ticketmaster voluntarily gives the following Undertakings to the CMA under sections 219 and 219B of the EA02.

These Undertakings relate to future conduct and do not amount to an admission that Ticketmaster, or any person, has infringed the law.

UNDERTAKINGS

(a) In accordance with section 219(4) and section 219B of the EA02, Ticketmaster undertakes:

- (i) not to engage in any conduct which contravenes paragraphs 1 to 16 below; and
- (ii) not to consent 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) EA02),

in each case in relation to the sale by Ticketmaster of Tickets on the primary market to the extent (and only applicable where) services are directed to Consumers.

(b) Where applicable, Ticketmaster shall procure that its subsidiaries (within the meaning of section 1159 of the Companies Act 2006) and any third party acting in Ticketmaster's name or on behalf of Ticketmaster comply with these Undertakings in each case in relation to the sale by those subsidiaries and third parties (as applicable) of Tickets on the primary market to the extent (and only applicable where) services are directed to Consumers.

(c) For the avoidance of doubt, the ticketing platforms operating under the brand names 'Universe' and 'TicketWeb' are outside the scope of these Undertakings to the extent that Ticketmaster does not itself sell Tickets

through those platforms (and where Ticketmaster acts only as a payment solutions provider and it is the Event host selling Tickets to the Consumer, such an Event shall not be in scope of these Undertakings).

- (d) The provisions of these Undertakings apply only to those parts of the Website specifically referenced below, and do not impose equivalent requirements in relation to other parts of the Website.
- (e) Ticketmaster undertakes to take or use such measures as are necessary to comply with the Undertakings within 4 weeks of the date on which these Undertakings are signed, where reasonably possible, and in any event no later than 6 weeks from that date.

A: Interpretation

‘Clear’ and **‘Clearly’** means information must be:

- a) in plain language;
- b) easily understandable;
- c) accurate; and
- d) not Misleading.

‘Consumer’ means an individual in the UK that falls within the meaning in Regulation 2(2) of the CPRs (as amended or replaced from time to time).

‘Event’ means any tour event, festival event or any other exhibition, music, theatre, sporting or entertainment event and in respect of which Ticketmaster itself sells Tickets (for the avoidance of doubt this includes events where a Fixed Tier Pricing Model is not used).

‘Fixed Tier Pricing Model’ means where:

- a) Tickets within the same Ticket Category are split into different price tiers in advance (e.g. by the promoter or artist team);
- b) the price of each tier is fixed in advance of an On-Sale Period;
- c) higher price tiers of Tickets within the same Ticket Category are only made available once lower price tiers of Tickets have sold out; and
- d) the only difference between the tiers of Tickets is their price and the time that they are released for sale.

‘Fixed Tier Price Range Information’ means Price Range Information for Tickets which are subject to a Fixed Tier Pricing Model.

‘Misleading’ means false, inaccurate, incomplete, untimely or otherwise deceptive, either by action or omission or both.

‘On-Sale Period’ means, for an Event, the time period during which Tickets for that Event are available on sale by Ticketmaster to be purchased by the general public or a section of the general public (e.g. an official fan club).

‘Price Range Information’ means:

- a) a range stating the lowest and highest price for Tickets for sale for an Event, excluding (i) VIP Tickets (or equivalent), (ii) Tickets which include additional benefits or services (such as including hotel, travel and/or other packages), and (iii) group Tickets and concession Tickets; and
- b) a statement as to what Tickets, if any, have been excluded from the price range described in (a).

‘Prominent’ and ‘Prominently’ means information must be presented so that it is:

- a) noticeable to Consumers;
- b) in respect of written communications, in a font, size, colour, position and location that enables the Consumer easily to identify, access, read, and understand the information;
- c) in respect of oral communications, delivered at a speed and in a manner that enables the Consumer easily to understand the information; and
- d) unless otherwise stated, is automatically displayed on the face of the Website without the need for any triggering action from the consumer.

‘Ticket’ means a ticket offered for sale or supply to Consumers by Ticketmaster for entry to Events.

‘Ticket Category’ means, for an Event, a category of Tickets for that Event where the Tickets in that category are the same (i.e. general admission, unreserved seating or similar, with no differentiated benefits and that offer access to the same area of the venue).

‘Ticket Queue’ means a virtual queue where Consumers are held directly before being given access to purchase Tickets for an Event. A Ticket Queue does not include circumstances where Ticketmaster holds consumers for a minimal period as

a security response to defend against bot attacks and other threats to the integrity of Ticketmaster's systems ('**Security Firewall Page**').

'**Website**' means www.Ticketmaster.co.uk and any other internet-based site, app or facility (including mobile) operated by or under the control of Ticketmaster in relation to the sale by Ticketmaster of Tickets on the primary market to the extent (and only applicable where) services are directed towards Consumers.

'**UK**' means the United Kingdom of Great Britain and Northern Ireland.

In these Undertakings:

- a) a reference to a month is to a calendar month;
- b) a working day refers to a day other than a Saturday, Sunday, or other public holiday in the UK;
- c) any deadline provided for in the Undertakings refers to 5pm Greenwich Mean Time or British Summer Time (as applicable) on the relevant day;
- d) where a deadline provided for in these Undertakings ends on a non-working day, the reference shall be taken to mean the deadline falling on the following working day; and
- e) words in the singular include the plural and words in the plural include the singular, unless the contrary intention appears.

B: Transparency – Fixed Tier Pricing Model

1. Ticketmaster will use its best endeavours to establish in advance of the Notice Period (as defined below) for an Event whether a Fixed Tier Pricing Model will be used for that Event where Tickets are to be sold on the Website.
2. Subject to paragraph 3, 24 hours prior to the release of Tickets for sale for an Event where a Fixed Tier Pricing Model will be used (the **Notice Period**), Ticketmaster will Clearly and Prominently disclose on the Website (including on any part of the Website which contains information specifically about the relevant Event, such as Event-specific FAQs or similar):
 - (a) that a Fixed Tier Pricing Model will be used for that Event;
 - (b) which Ticket Categories are to be subject to the Fixed Tier Pricing Model; and

- (c) a description of how the Fixed Tier Pricing Model operates, including an explanation that Tickets in the same Ticket Category will be sold at different prices with higher priced Tickets made available once lower priced Tickets have sold out (which description may be displayed by clicking on or hovering over a Prominently displayed icon or link).
- 3. Where Ticketmaster is unable to comply with the requirements of paragraph 2 due to circumstances outside Ticketmaster's control, it will disclose the information required in paragraph 2 in the manner prescribed in that paragraph as soon as reasonably practicable.

C: Ticket Queues & Pricing Information

- 4. For all Events, Ticketmaster will use its best endeavours to determine in advance whether it will use a Ticket Queue for the sale of Tickets for the Event.
- 5. Where Ticketmaster has determined in advance that a Ticket Queue will be used for the sale of Tickets for an Event, during any On-Sale Period, Ticketmaster will Clearly and Prominently display in the Ticket Queue:
 - (a) the Price Range Information (for all Events);
 - (b) the information required by paragraph 2 (where a Fixed Tier Pricing Model is being used for that Event); and
 - (c) the Fixed Tier Price Range Information (where a Fixed Tier Pricing Model is being used for that Event).
- 6. The Price Range Information and Fixed Tier Price Range Information disclosed in accordance with 5(a) and 5(c) will be refreshed by Ticketmaster to reflect the available Tickets as often as is reasonably practicable, and at least within 30 minutes from the start of an On-Sale Period and at 15-minute intervals thereafter.
- 7. Where a Ticket Queue was not anticipated in advance but is implemented:
 - (a) during UK operating hours Ticketmaster will provide the information required in paragraph 5 as soon as reasonably practicable and in any event no later than 30 minutes after the Ticket Queue is implemented (and which will be refreshed to reflect the available Tickets as often as is reasonably practicable, and at least at 15-minute intervals).

- (b) outside UK operating hours Ticketmaster will provide the information required in paragraph 5 as soon as reasonably practicable (and which will be refreshed to reflect the available Tickets as often as is reasonably practicable, and at least at 15-minute intervals).

For the purposes of this paragraph references to UK operating hours mean Monday to Friday between 9:30am and 5:30pm Greenwich Mean Time or British Summer Time (as applicable).

- 8. Any Security Firewall Page will Clearly and Prominently explain why Consumers are being held temporarily (i.e. for security/site protection).

D: Labelling of Tickets

- 9. Ticketmaster will ensure that any Ticket labels or names (or similar), or descriptions, are Clear and not Misleading.
- 10. Without prejudice to the generality of paragraph 9, Ticketmaster will not represent (expressly or by implication) that a Ticket is a better Ticket when there is no material difference in the benefits associated with those Tickets and other Tickets sold without that description.

E: Reporting/monitoring

Implementation Report

- 11. At least 5 days before the requirements in sections B and C take effect Ticketmaster will produce and submit to the CMA an evidenced written report of the measures that Ticketmaster will take to comply with each of the requirements in those sections (the **Implementation Report**). This will include a copy of the text(s) which will be used to comply with Ticketmaster's obligations in paragraphs 2, 5, 6 and 7 of the Undertakings and an explanation of how the information will be provided to and accessed by Consumers, along with mock-ups showing the text and design format which will be used (by reference to an actual or hypothetical future Event).

Subsequent Reports

- 12. For every subsequent 6-month period from the date of these Undertakings for a total period of 2 years (the **Reporting Period**), Ticketmaster will produce and submit to the CMA a written report detailing the matters set out in paragraph 14 (**Subsequent Reports**).

13. Subsequent Reports will be submitted within 10 working days after the end of each 6-month period and will cover the preceding 6-month period.
14. Subsequent Reports will include:
 - (a) For three sample Events where a Fixed Tier Pricing Model was used (and provided that these are representative in format and content to how other Events using a Fixed Tier Pricing Model were presented to Consumers by Ticketmaster), details of the Event including: the date the Tickets went on sale, details of the Fixed Tier Pricing Model used, and screenshots showing the text and design format used to comply with Ticketmaster's obligations at paragraphs 1 to 8 of the Undertakings.
 - (b) A list of all Events where a Fixed Tier Pricing Model was used, which also indicates whether a Ticket Queue was implemented for the Event;
 - (c) A list of all Events where a Ticket Queue was in operation for 60 minutes or more;
 - (d) A description of any change to the labelling of Tickets within the scope of paragraph 9 made since the submission of the Implementation Report or any preceding Subsequent Report, with screenshots showing the text and design format (including all relevant labels or names and descriptions); and
 - (e) Information on the average time that Consumers were held at a Security Firewall Page, and the number of occasions on which this exceeded 60 seconds.
15. The information required in paragraph 14(a) can be provided once for multiple Events (eg the same Event held at different locations or on different dates) to the extent that the details are the same across the multiple Events save for the name of the venue and/or the date on which the Event takes place.

Compliance Contact

16. Ticketmaster will, on and from the date that these Undertakings are entered into, provide the CMA with the details of a named individual who will be responsible for the submission to the CMA of the Implementation Report, Subsequent Reports and any other reporting requirements pursuant to the Undertakings and acting as the main contact point for the CMA in relation to the Undertakings.

BY SIGNING THESE UNDERTAKINGS, TICKETMASTER AGREES TO BE BOUND BY THE TERMS OF THESE UNDERTAKINGS.

IF, HAVING SIGNED THIS DOCUMENT, TICKETMASTER BREACHES ANY PART OF THE ABOVE UNDERTAKINGS, 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.