

## **AGREEMENT BETWEEN TICKETMASTER IRELAND AND THE COMPETITION AND CONSUMER PROTECTION COMMISSION**

This Agreement and Undertakings is made by and between the Competition and Consumer Protection Commission (the "Commission") and Ticketline Unlimited Company trading as Ticketmaster Ireland ("TMI") on the date set forth below.

### **WHEREAS:**

- A. The Commission is a statutory body and one of its functions pursuant to the Competition and Consumer Protection Act 2014 is to enforce the Competition Act 2002, as amended (the "Act") and Articles 101 and 102 of the Treaty on the Functioning of the European Union ("TFEU"). Section 4 of the Act and Article 101 TFEU prohibit anti-competitive arrangements between undertakings, and section 5 of the Act and Article 102 TFEU prohibit the abuse of a dominant position by one or more undertakings.
- B. The Commission's role is to investigate suspected breaches of provisions of the Act and/or Articles 101 or 102 TFEU and to take appropriate enforcement action to deter such breaches and encourage on-going compliance with the provisions of the Act and/or Articles 101 and 102 TFEU.
- C. In January 2017 the Commission commenced an investigation into suspected anti-competitive practices in the provision of tickets and ticketing services in the State and on the island of Ireland contrary to: (i) section 5 of the Act and /or Article 102 TFEU; and/or section 4 of the Act and/or Article 101 TFEU. As part of its Investigation, the Commission has investigated whether TMI's ticketing agreements with live event organisers and venues have infringed (i) section 5 of the Act and/or Article 102 TFEU; and/or (ii) section 4 of the Act and/or Article 101 TFEU. Following its Investigation, the Commission made preliminary findings in respect of TMI's ticketing agreements with live event organisers and venues, and communicated its competition concerns to TMI accordingly.
- D. TMI denies that these agreements infringe section 5 of the Act and/or Article 102 TFEU, and/or section 4 of the Act and/or Article 101 TFEU.
- E. The Commission has informed TMI that this Agreement and Undertakings resolves the Commission's competition concerns arising from its Investigation.
- F. It is the intention of the Commission to apply to the High Court under section 14B of the Act for an order in the terms of this Agreement and Undertakings. TMI consents to the High Court making an order in the terms of this Agreement and Undertakings pursuant to section 14B of the Act and has obtained legal advice before so consenting.

**TMI AND THE COMMISSION HEREBY AGREE AS FOLLOWS:**

**Definitions**

1. In this Agreement and Undertakings, the following terms shall have the following meanings:

“**Act**” means the Competition Act 2002 (as amended);

“**Agreement**” means an agreement, or an extension of an agreement, concluded by TMI with a Customer regarding the supply of Outsourced Primary Ticketing Services in the State and covering more than one Live Event;

“**Automatic Renewal Clause**” means a clause in an Agreement that provides that the Agreement is automatically extended at the end of the Agreement unless it is terminated by one of the contracting parties;

“**Commencement Date**” means the relevant date as provided for under section 14B(4) of the Act;

“**Commission**” means the Competition and Consumer Protection Commission and its successors;

“**Competitor**” means an undertaking that supplies Outsourced Primary Ticketing Services in the State in competition with TMI;

“**Compliance Officer**” means a director of TMI or a senior member of the legal department of TMI provided that, where a senior member of the legal department of TMI is nominated by TMI to act as the Compliance Officer in accordance with this Agreement and Undertakings, such individual shall hold a sufficiently senior role within TMI;

“**Customer**” means a Live Event Organiser or a Venue in the State that is not controlled (within the meaning of section 16 of the Act) by Live Nation. For the avoidance of doubt, the definition of “Customer” for the purposes of this Agreement and Undertakings shall include MCD Productions Limited and its subsidiaries for so long as clause 7 of the proposals which formed part of the basis of the Commission’s determination of 5 July 2019 in case M/18/067 LN-GAIETY / MCD PRODUCTIONS remains in force;

“**Exceptional Circumstances**” are situations where the number of tickets sold by a Customer over the duration of the Agreement is at least 20% lower than the expected number of ticket sales set out in the Agreement due to acts, events, non-happenings, omissions or accidents beyond the reasonable control of TMI;

“**Exclusivity Clause**” means one or several clauses included in an Agreement that provide that TMI is the only advertised source of tickets to a Live Event, and/or that require that TMI shall receive 80% or more of the tickets available for a Live Event, and/or that prohibit the Customer from allocating tickets to TMI’s Competitors;

“**Existing Agreement**” means an Agreement concluded by TMI with a Customer before the Commencement Date that is still in force on the Commencement Date;

“**Investigation**” means the investigation commenced by the Commission in January 2017 into suspected anti-competitive practices in the provision of tickets and ticketing services in the

State and on the island of Ireland contrary to: (i) section 5 of the Act and/or Article 102 TFEU; and/or section 4 of the Act and/or Article 101 TFEU;

“**Live Events**” means live performances of music, sports, comedy, art or theatre and other shows performed in front of an audience;

“**Live Event Organiser**” means an organiser of Live Events in the State that is not controlled (within the meaning of section 16 of the Act) by Live Nation. For the avoidance of doubt, the definition of “Live Event Organiser” for the purposes of this Agreement and Undertakings shall include MCD Productions Limited and its subsidiaries for so long as clause 7 of the proposals which formed part of the basis of the Commission’s determination of 5 July 2019 in case M/18/067 LN-GAIETY / MCD PRODUCTIONS remains in force. For the avoidance of doubt, a Venue will be considered to act as a Live Event Organiser for the purposes of this Agreement and Undertakings in circumstances where such Venue is the only organiser of the Live Event without the involvement of any other Live Event Organiser;

“**Live Nation**” means Live Nation Entertainment Inc. and all undertakings directly or indirectly controlled by Live Nation (excluding MCD Productions Limited and its subsidiaries for as long as clause 7 of the proposals which formed part of the basis of the Commission’s determination of 5 July 2019 in case M/18/067 LN-GAIETY / MCD PRODUCTIONS remains in force), whereby the notion of control shall be interpreted pursuant to section 16 of the Act;

“**New Agreement**” means an Agreement concluded by TMI with a Customer during the Term;

“**Outsourced Primary Ticketing Services**” means the sale and distribution of tickets for Live Events to consumers on behalf of Customers. Outsourced Primary Ticketing Services shall not include self-ticketing solutions (such as TicketWeb and Universe) or secondary ticket sales by consumers and professional resellers to other consumers;

“**Parties**” means the Commission and TMI;

“**State**” means the Republic of Ireland;

“**Term**” means a period of seven years beginning on the Commencement Date;

“**TMI**” means Ticketline Unlimited Company, a private unlimited company incorporated under the laws of Ireland (registration no. 135876), which has its registered office at 2nd Floor College Park House, 20 Nassau Street, Dublin 2, Ireland, its successors and assigns, and TMI Affiliates;

“**TMI Affiliates**” means all undertakings or persons which, directly or indirectly, control TMI, and all undertakings directly or indirectly controlled by TMI and/or by the ultimate parents of TMI, whereby the notion of control shall be interpreted pursuant to section 16 of the Act;

“**Upfront Payment**” means a lump-sum payment or any form of payment made by TMI to a Customer upon the signature of an Agreement with that Customer;

“**Venue**” means a venue hosting Live Events in the State that is not controlled (within the meaning of section 16 of the Act) by Live Nation.

### Contract duration and exclusivity

2. For all New Agreements concluded during the Term, TMI undertakes to:
  - (a) refrain from entering into any Agreement with a Venue that contains an Exclusivity Clause;
  - (b) refrain from entering into any Agreement with a Live Event Organiser that contains an Exclusivity Clause if the duration of that Agreement exceeds 3 years, even upon the request of the Live Event Organiser;
  - (c) refrain from entering into any Agreement that has a duration exceeding 5 years, even upon the request of the Customer; and
  - (d) refrain from entering into any Agreement that contains an Automatic Renewal Clause.
  
3. For all Existing Agreements, TMI undertakes to send within three months of the Commencement Date a written notice to each Customer with whom TMI has an Existing Agreement in order to inform such Customer of the existence of this Agreement and Undertakings and, in particular, that, effective immediately:
  - (i) TMI releases the Venue from the contractual obligation to comply with any and all Exclusivity Clauses included in an Existing Agreement;
  - (ii) TMI releases the Live Event Organiser from the contractual obligation to comply with any and all Exclusivity Clauses from an Existing Agreement to the extent that such clauses apply beyond 3 years from the Commencement Date, even if such clauses have been included upon the request of the Live Event Organiser;
  - (iii) TMI grants the Customer the right to unilaterally terminate an Existing Agreement after a period of 5 years from the Commencement Date; and
  - (iv) TMI will terminate the Existing Agreement upon its term, such that any Automatic Renewal Clause will not apply.

### Upfront payment

4. For all New Agreements concluded during the Term (and in the case of all Existing Agreements), TMI undertakes to refrain from offering an Upfront Payment to any Customer with the object or effect of circumventing the requirements of Clause 2 or Clause 3 of this Agreement and Undertakings.
  
5. TMI reserves the right, in Exceptional Circumstances only, to agree a proportionate extension of the duration of an Agreement that provides for an Upfront Payment. Within one month of any such extension being agreed with a Customer, TMI shall submit a written submission to the Commission which details the length of the extension to the duration of the Agreement that has been agreed with the Customer and reasons as to why such extension is proportionate and justified in light of the Exceptional Circumstances. For the avoidance of doubt, the duration of an Agreement with a Live Event Organiser that contains an Exclusivity Clause cannot be extended beyond the period specified in Clause 2(b) or Clause 3(ii) of this Agreement and Undertakings, even in Exceptional Circumstances.

### Commission's undertaking

6. In consideration of TMI entering into this Agreement and Undertakings, the Commission undertakes that it shall conclude its Investigation and shall refrain from instituting proceedings pursuant to section 14A of the Act against TMI in respect of any matter to which the Investigation relates for so long as TMI remains in compliance with the Agreement and Undertakings.

### Compliance

7. TMI shall submit to the Commission within one month of the Commencement Date a list of the names and contact details of all Customers with which TMI has an Existing Agreement, and details of the date of expiry of each such Existing Agreement.
8. TMI shall submit to the Commission within three months of the Commencement Date:
  - (a) a written certificate in the form set out in Schedule A to this Agreement and Undertakings, signed by a director of TMI confirming that TMI has complied with its obligations set out in this Agreement and Undertakings in the preceding period;
  - (b) copies of all Agreements in force on the Commencement Date; and
  - (c) copies of the notices sent to Customers pursuant to Clause 3.
9. TMI shall submit to the Commission at intervals of one year after the Commencement Date for the duration of the Term:
  - (a) a written certificate in the form set out in Schedule B to this Agreement and Undertakings, signed by a director of TMI confirming that TMI has complied with its obligations set out in this Agreement and Undertakings in the preceding period;
  - (b) a list of all Agreements in force on the date of the written certificate; and
  - (c) copies of all New Agreements concluded in the preceding period.
10. The Commission reserves the right to require TMI to provide to the Commission, at any time, such additional information as the Commission considers necessary in order for the Commission to verify TMI's compliance with its obligations set out in this Agreement and Undertakings. TMI shall promptly provide to the Commission all such information in its possession or control.
11. The Commission may provide such written directions to TMI from time to time as needed to require compliance with this Agreement and Undertakings. TMI shall promptly comply with any written direction issued by the Commission pursuant to this Agreement and Undertakings.
12. TMI shall nominate a Compliance Officer who will have responsibility for monitoring compliance by it with this Agreement and Undertakings, for responding to any request(s) for information and for complying with any written direction(s) received from the Commission in connection with this Agreement and Undertakings. TMI shall provide the name and contact details of such Compliance Officer to the Commission within one month of the Commencement Date. TMI shall provide written notice to the Commission in advance of any changes of the Compliance Officer nominated pursuant to this paragraph and shall promptly

provide to the Commission the name and contact details of any proposed replacement Compliance Officer who is to replace the prior nominated Compliance Officer.

**Application under Section 14B of the Act**

13. TMI consents to the Commission making an application to the High Court pursuant to section 14B of the Act for an order in the terms of this Agreement and Undertakings and further consents to the High Court making an order in the terms of this Agreement and Undertakings. TMI hereby acknowledges that it is aware that failure to comply with any order so made would constitute contempt of court.

**Review clause**

14. The Commission may, at the latest after 5 years from the Commencement Date, review to what extent the undertakings provided for in Clauses 2 and 3 of this Agreement and Undertakings remain warranted to address the competition concerns identified by the Commission in the Investigation.

**Final provisions**

15. This Agreement and Undertakings shall be and is intended by the Parties to be a binding and enforceable agreement which may be enforced by the Parties by an action in any court of competent jurisdiction in the State.
16. This Agreement and Undertakings shall be binding on TMI and on the successors and assigns of TMI and on its employees, servants and agents.
17. This Agreement and Undertakings shall take effect upon its execution by both Parties and shall remain in force for the duration of the Term.

SIGNED for and on behalf of the Competition and Consumer Protection Commission by:



Name: ISOLDE COGGAN

Title: CHAIRPERSON

Date: 20/11/2020

SIGNED for and on behalf of Ticketline Unlimited Company trading as Ticketmaster Ireland by:



Name: KEITH ENGLISH

Title: Managing Director

Date: 18/11/20

## SCHEDULE A TO THE AGREEMENT AND UNDERTAKINGS

[On Ticketline Unlimited Company Headed Paper]

[date]

Mr Ibrahim Bah  
Director  
Competition Enforcement and Mergers Division  
Competition and Consumer Protection Commission  
Bloom House  
Railway Street  
Dublin 1

**Re: Investigation into suspected anti-competitive practices in the provision of tickets and ticketing services in the State and on the island of Ireland**

Dear Mr Bah,

I refer to the Agreement and Undertakings entered into by the Competition and Consumer Protection Commission (the “Commission”) and Ticketline Unlimited Company trading as Ticketmaster Ireland (“TMI”) on [•] 2020 (the “Agreement and Undertakings”). The definitions of terms contained in the Agreement and Undertakings shall also apply to the terms used herein, unless otherwise stated.

In accordance with Clause 8 of the Agreement and Undertakings, I hereby confirm compliance by TMI with the terms of the Agreement and Undertakings during the period commencing on the Commencement Date and ending on the date hereof, and enclose the following information in respect of TMI’s Agreements during that same period:

- Copies of all Agreements in force on the Commencement Date; and
- Copies of the notices sent to Customers pursuant to Clause 3 of the Agreement and Undertakings.

Yours sincerely,

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[Name]  
[Duly authorised representative]



## SCHEDULE B TO THE AGREEMENT AND UNDERTAKINGS

[On Ticketline Unlimited Company Headed Paper]

[date]

Mr Ibrahim Bah  
Director  
Competition Enforcement and Mergers Division  
Competition and Consumer Protection Commission  
Bloom House  
Railway Street  
Dublin 1

**Re: Investigation into suspected anti-competitive practices in the provision of tickets and ticketing services in the State and on the island of Ireland**

Dear Mr Bah,

I refer to the Agreement and Undertakings entered into by the Competition and Consumer Protection Commission (the "Commission") and Ticketline Unlimited Company trading as Ticketmaster Ireland ("TMI") on [•] 2020 (the "Agreement and Undertakings"). The definitions of terms contained in the Agreement and Undertakings shall also apply to the terms used herein, unless otherwise stated.

In accordance with Clause 9 of the Agreement and Undertakings, I hereby confirm compliance by TMI with the terms of the Agreement and Undertakings during the period commencing on [the Commencement Date]/[date of the previous certificate issued by TMI] and ending on the date hereof, and enclose the following information in respect of TMI's Agreements during that same period:

- A list of all Agreements in force on the date hereof; and
- Copies of all New Agreements concluded during the period commencing on [the Commencement Date]/[date of the previous certificate issued by TMI] and ending on the date hereof.

Yours sincerely,

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[Name]  
[Duly authorised representative]