



Seller Handbook

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Introduction

This Seller Handbook outlines the terms and conditions, policies, rules and restrictions that apply to all Sellers who list and sell Tickets through the Company and/or use any of the Services.

As used in this Seller Handbook:

- “Company” means Victory Live, Inc. and its subsidiaries and affiliates. The Company is sometimes referred to in this Seller Handbook as “we,” “us,” etc.
- “Seller” means a professional ticket seller who has agreed to be bound by and comply with Company’s User Agreement and any applicable Supplemental Terms (each, a “Seller Agreement”) for the use of specified Services, and is otherwise authorized to list and sell Tickets via the Services. An individual Seller is sometimes referred to in this Seller Handbook as “you.”
- “Services” means any of the products or services offered or provided by the Company, including, without limitation, (i) the Victory Live One online platform, (ii) the Victory Live One Marketplace (also known as “CORE”), (iii) the Company’s affiliate and partner network, (iv) the Company’s consignment-based online ticket distribution platform (the “Consignment Platform”).
- “Tickets” means event Tickets or related products and services (such as parking passes, tailgate passes, hotel rooms, etc.).

This Seller Handbook includes the detailed policies, rules and restrictions set forth on Appendix A annexed hereto and incorporated herein by reference.

In addition, Sellers who use the Consignment Platform may be subject to additional policies, rules and restrictions that may be applicable from time to time (as provided by Member Services or as made available through Company’s client services and/or customer service tools).

By entering into one or more Seller Agreements, you have not only agreed to comply with all of the terms and conditions in the Seller Agreement(s), but you have also agreed to comply with all of the terms and conditions, policies, rules and restrictions in this Seller Handbook; and your ongoing compliance is an essential condition of your continuing ability to access and use the Services.

We reserve the right to update and otherwise modify any and all of the terms and conditions, policies, rules and/or restrictions in this Seller Handbook at any time, with or without notice. A copy of the most current version of this Seller Handbook is available [here](#).

1. How to Register as a Seller

To become a Seller on any of the Company’s distribution platforms, you must do all of the following: (i) enter into a Seller Agreement for the applicable Services, (ii) set up a password-protected account on the applicable platform that you wish to subscribe to, and (iii) provide the following information:

- Account Name (individual or legal entity)
 - If a legal entity, you must provide details re: type of entity and jurisdiction of formation (example: Florida LLC, Delaware corporation, etc.)

- Contact Person (name and title)
- Phone Number
- Email address
- Street Address
- Automation Provider (must be an established automator, approved by the Company)
- Complete and sign additional authorization documents as may be requested by the Company, including:
 - EvoPay Authorization
 - ACH Authorization
 - Credit Card Authorization
 - Background Check Authorization
 - Professional References Authorization

2. How to List and Sell Tickets

Here are the requirements to list and sell Tickets via the Services:

- You must be a registered seller
- Tickets to be listed must be valid and authentic, and owned by you on the date you list them
- Tickets must be in your possession on the date you list them or on a future date that you can specify
- Tickets must be available for sale, and have not been sold on another marketplace
- Tickets must be good for admission to a live event by the general public (and not restricted to students, minors, seniors, disabled, etc.)

3. Steps to Create Ticket Listings

- **Create The Listing:** To create a ticket listing, you must provide the following information (based on an accurate representation of the information listed by the issuer on the ticket):
 - Title / Name / Description of Event
 - Event Date
 - Venue
 - Seat Location (Section, Row and Seat Number)
 - Multiple Tickets in a single listing must be for same event/date/venue, and be for consecutive seats in a single row. No “piggyback seats” (i.e., two or more groups of seats in adjacent rows).
 - Special Circumstances / Restrictions / Limitations – A clear and concise note as to any special circumstances, restrictions or limitations applicable to the Tickets. For example: Obstructed View, Standing Room Only, Ages 18+ Only, Wheelchair Seating, etc.
- **Set a Price:** Every listing should clearly state the price at which you agree to sell the Tickets.
- **Confirm Ticket Ownership and Possession:** You must confirm that you own the listed Tickets. Also, you must either (i) confirm that you already have possession of the listed Tickets or (ii) specify the future date by which you will have possession of the listed Tickets. ***Note: Sellers are prohibited from listing Tickets that they do not own.***
- **Specify Delivery Date, Ticket Format and Delivery Method:** Every ticket listing must specify a “delivery date” (i.e., a “no later than” date by which Seller will deliver the ticket to the buyer), the ticket format (e.g., physical ticket, eTicket/PDF, TM Mobile, Flash Seats, mobile QR code, credit

card entry, etc.) and the method of delivery (e.g., FedEx, UPS, email, in-app, instant download, etc.).

4. Selling Tickets

Every Seller is required to maintain an active account with an approved automation provider, and to ensure that sale automation and fulfillment is enabled for all orders. When a Seller receives an order request from a buyer who has selected Tickets listed by that Seller, the Seller's automation provider must immediately confirm or reject the order. Confirmed orders may not be modified or canceled.

5. Delivering Tickets

A Seller must deliver all Tickets to the buyer in conformity with the Tickets that were listed for sale, on or before the delivery date specified in the listing, and by the delivery method stated in the listing.

- **Non-Conforming Tickets:** If Seller confirms an order but delivers Tickets that do not conform to the specifications in the order and/or associated listing, then Seller must notify the Company immediately. For clarity, failure to deliver Tickets in conformity with the order and/or associated listing is a violation of this Seller Handbook.
- **Late Delivery:** If Seller confirms an order but cannot deliver the Tickets on or before the delivery date, then Seller must notify the Company immediately. For clarity, failure to deliver Tickets on a timely basis (i.e., on or before the delivery date) is a violation of this Seller Handbook.
- **Change in Delivery Method:** If Seller confirms an order but cannot deliver the Tickets by the original method stated in the listing, then Seller must notify the Company immediately, and propose an alternate delivery method that will ensure timely delivery of the Tickets – provided that the alternative delivery method must be approved in writing by the Company and the buyer. For clarity, failure to deliver Tickets via the method stated in the listing or an alternate method approved in writing by the Company or the buyer is a violation of this Seller Handbook. The only exception to this rule is if the Company provides technology tools in the applicable Company portal or system that enable a Seller to change the delivery method to an upgraded (i.e., faster) delivery method -- in which case the Seller may change the delivery method using those tools, without Company or buyer approval.

6. Speculative Tickets / Speculative Selling

Sellers are prohibited from listing Tickets that they do not own (so-called "speculative Tickets") or engaging in any attempt to list or sell Tickets that they do not own (so-called "spec selling"). The Company reserves the right to require any Seller to provide proof of ownership and/or possession of any and all Tickets listed via the Services.

7. High Risk Events

The Company reserves the right to restrict and/or establish special policies, rules and/or restrictions applicable to ticket listings for certain "high risk" events (as determined by the Company in its discretion). Among other things, we may prohibit certain Sellers from listing Tickets for such "high risk" events, limit the number and/or type of Tickets that certain Sellers may list via the Services for such events, or establish different payment terms for such events. Examples of "high risk" events may include the Super Bowl, The Masters, other unique professional sporting events, or certain "high profile" concert tours.

8. Postponed Events

If an event is postponed, all affected Sellers will work in good faith with the Company (and the affected buyers, if any) on a case-by-case basis to resolve any ticket-related issues (e.g., updating listings with changed dates and/or venue, delivering new Tickets to buyers where required by the issuer, etc.). As a general rule, refunds will not be issued for postponed events, unless and until a postponed event becomes a "canceled event," or unless otherwise required by applicable law.

However, the Company reserves the right to make exceptions to this general rule, in its discretion. Without limiting the foregoing, this may include circumstances relating to particular events (including special rules that may be established by the venue, ticket issuer or event presenter, which may include weather-related rules).

9. Canceled Events

If an event is canceled, we will remove the event and all associated listings from the applicable Services, and inform all affected Sellers and buyers of the cancellation. If the Seller received payment on a ticket sale for an event that has been canceled, the Seller is responsible for refunding all amounts previously paid; and the Company may recover those amounts from any and all available sources of Seller funds, including monies otherwise payable to the Seller by the Company, Seller's credit card on file and/or ACH debit against Seller's bank account on file.

10. Prohibited Conduct

The following is a non-exhaustive list of conduct by Sellers that is expressly prohibited:

- **Speculative Tickets / Speculative Selling** -- See 6. above.
- **Contacting Ticket Buyers Directly and Other Misuse of Ticket Buyer Information** – All communication from a Seller to a ticket buyer should go through the Company. For that reason, Sellers are prohibited from using buyer information (e.g., name, email address, phone number or other personally-identifiable information) to market directly to or communicate directly with any buyer, or for any other purpose – except to deliver Tickets to a ticket buyer.
- **Abusive Behavior** – Use of abusive, threatening, vulgar or aggressive language towards any Company personnel or any other user.
- **Unlawful Activity** – Engaging in any conduct that is prohibited under applicable law (including use of fraudulent or misleading information in any ticket listing or communications, or misuse or misappropriation of property or information owned by a third party).

11. Appendix A / Detailed Policies, Rules and Restrictions

The detailed policies, rules and restrictions set forth on [Appendix A](#) apply to all Sellers who list and sell Tickets through the Company and/or use any of the Services; and [Appendix A](#) is an integral part of this Seller Handbook. You are responsible for reviewing and complying with all of the rules and restrictions set forth on [Appendix A](#). We reserve the right to amend, modify and/or update [Appendix A](#) from time to time, in our discretion.

Without limiting anything in this Seller Handbook (including on [Appendix A](#)), we also reserve the right to establish additional and/or special policies, rules and restrictions regarding the listing, sale, processing and/or delivery of Tickets for particular types of events, ticket formats and/or delivery methods.

12. Consequences of Violation of Seller Handbook

A Seller's violation of this Seller Handbook is a serious matter – including any Seller failure to deliver Tickets in accordance with the specifications of a confirmed order and/or the associated listing (i.e., the exact Tickets, on or before the delivery date, and via the delivery method). Whenever a Seller violates this Seller Handbook, the Company reserves the right to take whatever actions may be appropriate or necessary to remedy the situation, in its discretion. This may include cancellation of order(s) (with refund to the buyer), procurement of substitute Tickets, removal or restriction of Seller's listings, suspension or cancellation of pending orders and/or payments to Seller, and/or suspension or termination of Seller's account. For clarity, multiple consequences may be imposed for any single violation. Furthermore, Seller will be responsible for all costs and damages incurred by the Company and/or the buyer as a result of Seller's violation, which may include the cost of issuing refunds, the cost of procuring and delivering substitute Tickets, administrative costs associated with the foregoing and/or

penalties. For clarity, the Company may recover any or all such costs and damages from any and all available sources of Seller funds, including monies otherwise payable to the Seller by the Company and/or Seller's EvoPay Account, Seller's credit card on file and/or ACH debit against Seller's bank account on file.

13. Seller Support

The Company offers Seller Support via email and phone to all Sellers who need help. Please note, however, that email is the best way to ensure that Seller concerns are logged, tracked and addressed promptly. (Our email support system will generate an automated response with a record locator, which enables Sellers to monitor the progress of their support tickets.).

Below are the current details (contact information and hours) regarding Seller Support:

- **Order Support / Non-Technical Support**

- **Email:** sellersupport@victorylive.com — Staffed 9:30 a.m.–10 p.m. (Eastern) every day, but you can email us anytime.
- **Phone:** (972) 468-9750 — Staffed 9:30 a.m.–10 p.m. (Eastern) every day.

- **Technical Support**

- **Email:** technicalsupport@victorylive.com — Staffed 9:00 a.m.–6 p.m. (Eastern) Mon–Saturday, but you can email us anytime.
- **Phone:** (972)-468-0750 Extension 2 — Staffed 9:00 a.m.–6 p.m. (Eastern) Mon–Friday

- **Catalog and Mapping Support**

- **Email:** catalog@victorylive.com — Staffed 9:00 a.m.–6 p.m. (Eastern) Mon–Saturday, but you can email us anytime.
- **Phone:** Inquiries will be handled by email primarily and requests made by phone will be converted into support Tickets, so we recommend emailing inquiries. You may call (972)-468-9750 x 5 with requests, but for fastest service, please send us an email.

[APPENDIX A TO FOLLOW]

Appendix A to Seller Handbook

1. Basic Rules

- a. Seller must have a valid business entity (e.g., corporation, LLC, etc.) that is registered and/or qualified to do business in the applicable jurisdiction(s).
- b. Seller must provide Company with the relevant tax form required by the Internal Revenue Service (W-9 for US taxpayers, W-8 for non-US taxpayers).
- c. Seller must provide Company with a working business phone number and email address.
- d. Seller must have specified regular business hours during which Seller will have an employee available to answer phone calls and emails.
- e. Seller must have sufficient staff that are available to deliver Tickets (whether electronically or in hard stock format).
- f. Seller must maintain an active account with an approved sales automator, and ensure that sale automation and fulfillment is enabled for all orders.
- g. Seller must comply with all applicable laws. If and where required by law, Seller must have a valid ticket reseller's license.
- h. Upon Company's request, Seller must provide Company with three (3) professional references from established ticketing professionals who (i) are existing clients of the Company, and (ii) have bought Tickets from and/or sold Tickets to Seller within the last six (6) months.
- i. At all times, Seller must conduct business in a professional and respectful manner in relation to the Company and all others who use the Services.
- j. Seller should manage its accounts on a daily basis, and follow best practices in conducting business.
- k. Seller must comply with the National Association of Ticket Sellers (NATB) Code of Ethics, available at <https://www.natb.org/why-natb/>.

2. Prohibition on Direct Communication with Ticket Buyers. Sellers are prohibited from communicating directly with ticket buyers. If communication with a ticket buyer is necessary, then any such communication will be handled by Company personnel. For clarity, in any instance where a Seller is shipping Tickets directly to a buyer, the Seller is prohibited from inserting any marketing materials or contact information in or on the package or envelope.

3. Listing and Pricing Policies.

- a. Seller's Ownership of Tickets. Sellers are prohibited from listing Tickets that they do not own. Company reserves the right to require Sellers to provide documentation or other proof of ownership for all Tickets listed through Company.
- b. In Hand Date. All listings must specify the In Hand Date for the applicable Tickets. The "In Hand Date" means the date by which the Seller promises to deliver possession of the Tickets to the buyer. For clarity, the In Hand Date is set by the Seller.

- i. Except for approved local pickups and known 24-hour delivery delays, Company reserves the right to reject (i.e., to refuse to honor) any In Hand Date that is set for the day of the event (i.e., a so-called “day of” In Hand Date). For clarity, the Victory Live Marketplace will allow listings with a “day of” In Hand Date to be displayed; but a sale may be considered late and can be canceled with penalties if the Tickets are not delivered by the day prior to the event date. In the case of delivery delays, Sellers may provide Company with proof of ticket ownership and an explanation for the delivery delays; and Company may, in its discretion, honor a sale where Company approves Seller’s explanation for the delivery delay. However, Company has no obligation to do so. Sellers are expected to mark In Hand Dates according to known delivery delays, and a failure to do so may be treated as a cancellation by Company, in its discretion.
 - ii. If for any reason a Seller fails to set an In Hand Date in a listing, then Company reserves the right to set the In Hand Date based upon the event date.
 - iii. Prior to the In Hand Date, a Seller may request one change to the In Hand Date applicable to an existing confirmed order, provided that any such change is subject to Company’s approval, in its sole discretion.
- c. Data Accuracy in Listings. Seller must ensure that, for each Ticket listed by Seller, the listing shall accurately and precisely include all event data stated on the Ticket as first sold by the issuer. Without limiting this general principle, it is essential that all data entered by a Seller in text fields on the Victory Live Marketplace, and on all third party partner sites and POS systems correlate and match precisely to the information that is stated on the Ticket. A Seller’s failure to list its Tickets in a clear and accurate manner is a violation of this Seller Handbook.
 - i. Every Ticket listed must be available for purchase. Sold Tickets must be removed from listings immediately upon sale.
 - ii. Sellers must include the Section and Row in all listings. (It is not permissible to list “TBA” or “TBD” or a range of sections or rows.)
 - iii. Specifically with respect to Tickets for sporting events, concerts, or theater performances, if a Seller intends (A) to create a Ticket listing with a seat location within the first ten (10) rows of the field/playing surface/stage, and (B) the listed seat location is different than the location that the Seller intends to deliver to the buyer (so-called “masking”), then, prior to creating or posting any such listing, the Seller must notify Company and obtain Company’s specific written consent to do so (with any such notice and request for Company’s consent to be sent in writing through Seller Support). Failure to notify Company and/or obtain Company’s specific written consent in advance for any such “masking” in a listing is a violation of this Seller Handbook.
 - iv. For any venues where section numbers are used in more than one level or area (e.g. “Field 6” “Plaza 6”, “Club 6”, etc.), Sellers must provide all relevant information to describe the location accurately.
 - v. Listings for theater Tickets must include a specific section descriptor or designation (e.g., Orchestra Left, Mezzanine Right, Balcony Center, etc.). Abbreviations must follow customary standards (e.g., Orch L, Mezz R, Balc C, etc.). It is not acceptable to specify only the general section (e.g., Mezzanine), without also including the location descriptor (e.g., Left, Center, or Right).

- vi. Tickets that are not for a specific seat (e.g., “General Admission” or “Standing Room Only”) must note this limitation in both the location *and* public notes fields.
 - vii. Text descriptions should be limited to a concise and accurate description of the key information for the Ticket that is being sold (e.g., event name, date, time, seat location). Sellers are prohibited from including any vague, extraneous or misleading text, such as explanations, sales or marketing copy, calls to action, etc. Here are some examples of extraneous, prohibited text descriptions:
 - General Admission (GA) ticket listing that states: “Gets you access to the front row.”
 - Section 401, Row A Ticket listed as “FRONT ROW SEATS!!!”
 - Mid-Floor Section 6, Row 1, listed as “Front Row Floor.”
 - viii. Listings for “piggyback seating” are prohibited. (“Piggyback seating” means seats listed in a single group that are located in front of or behind each other, rather than contiguous in the same row.)
 - ix. For playoff Tickets where game dates and times may not be known at the time of sale, Sellers must be as specific as possible in the public notes field of all listings; and, at a minimum, must include the playoff round and game number (e.g., “Round 1, Home Game 3). (The rationale behind this policy is that the public notes field should be used to include information to enable reasonable ticket buyers to understand which game they are purchasing Tickets for.)
- d. Tickets with Locations that Require Specific Disclosure or Special Circumstance Tickets. It is in the interest of both Sellers and ticket buyers to have complete and accurate information about the Tickets that are the subject of each sale transaction. For this reason, Sellers should use the public notes field when creating listings to include all relevant additional information or disclosures. At a minimum, if Tickets have disclosures printed on them by the issuer, then those disclosures should also be included in the public notes field of the listing. Examples of typical disclosures include the following:
- Standing Room Only
 - Limited View / Obstructed View / Restricted View
 - Wheelchair / Handicapped / ADA Section
 - Alcohol-Free Section

When selling Tickets with wheelchair, obstructed, limited or restricted views, Sellers must include this information in clear and unqualified text in the public notes field of the listing. It is prohibited for Sellers to qualify any of these descriptions with any type of phrases such as “View is Limited, but seats are still good” or “View Obstructed, pole is slightly in the way.” Moreover, “Full View” is prohibited from being used as a description in the public notes field of the ticket, since this implies that Tickets that don’t have this description might not be “full view”. Below are the authorized descriptors for some of these types of limited or special seating:

- Wheelchair (“WC” is not acceptable)
- Standing Room Only (“SRO” is not acceptable)
- Limited View (“LV” is not acceptable)
- Obstructed View (“OV” is not acceptable)
- Side View (“SV” is not acceptable)
- Restricted View (“RV” is not acceptable)

→ *Note:* If, in any Ticket listing, a Seller changes the designation of the Section or Row name from the precise designation on the Ticket to facilitate mapping to the venue maps of online marketplaces, any such change is done at the Seller's risk and may result in cancellations and/or penalties, in Company's discretion. (For example: if a Wheelchair seat location is located in a row designated as Row X-WC on the Ticket, and the Seller changes the Row designation in the listing to read "Row X" to facilitate mapping on marketplace venue maps.)

- e. Non-Consecutive Seating. Sellers are prohibited from listing non-consecutive seats in a single listing. Non-consecutive seats must be listed in separate ticket groups (i.e. in separate listings).
- f. Splits. The "general rule" (i.e., unless the Seller specifies otherwise) is that a listing for multiple Tickets may be "split" (i.e., a ticket buyer may purchase some but not all of the Tickets in the listing). However, a listing will not be split if it would leave only a single ticket remaining in the listing. Sellers may require a buyer to purchase the entire group of Tickets in a listing by including that restriction in the public notes field. However, Tickets that include a parking pass in the listing cannot be split. This ensures that the buyer receives the parking pass as part of the purchase. (Example: If you have 4 tickets that include a parking pass, you cannot sell 2 tickets and the parking pass to buyer A and 2 tickets to buyer B, because buyer B will not receive a parking pass – even though the listing says it included a parking pass.)
- g. Additional Fees. If a Seller intends to charge any additional fees to the buyer of any Ticket, then those fees must be clearly stated in the Ticket listing.
- h. Age Restrictions. If a Ticket has age restrictions, then those restrictions (including all relevant details) must be included in the listing, in the public notes field. Examples of these notes include the following:
 - "Must be 18 years of age or older"
 - "Must be 21 years of age or older"
 - "Youth ticket for 14 years of age and under"
- i. Other Restrictions. Any other restrictions that may affect the buyer or event attendees in general must also be disclosed in the public notes field.
- j. Aisle Seats. If a Seller has Tickets that include aisle seats, and the Seller chooses to disclose that the listing includes aisle seats, then the disclosure must be made in the public notes field. If a listing includes an "aisle seats" disclosure but the Seller fails to deliver aisle seats, then Company reserves the right to cancel the order and/or require a refund. For clarity, Sellers are not required to disclose aisle seats.
- k. Non-Event Access Items. Listings for items that do not gain a buyer access to the specific event (Non-Event Access Items) must clearly state that they do not include event admission in the public notes field. Such Non-Event Access items include:
 - Parking Passes
 - Access to restaurants and/or clubs
 - Pit Passes

- I. Suites - Shared and Private. Suites are often considered premium experiences but are not to be assumed as private suites, nor to be assumed as any particular type of seating. The section, row, and external notes of a listing will determine the type of seating being listed and purchased on an order. Pay attention to the following methods in order to safely list and purchase Tickets in suites.
- i. Individual Suite Tickets. Individual suite Tickets must be filled with actual (stadium) seats unless properly noted as barstool or Standing Room Only. Individual suite Tickets for barstool seating must include “BARSTOOL” as the row and denote the seat is a barstool in the public notes. Individual suite Tickets for Standing Room Only must include “SRO” as the row and denote the seat is Standing Room Only in the public notes. Individual Suite Tickets must be listed with a disclaimer that Tickets are located in a shared suite. You may list a disclaimer that advises buyers that suites are sold as open seating.
 - ii. Partial Suites. If you are selling a partial suite the public notes must include the number of actual (stadium) seats, barstool seats, and Standing Room Only Tickets that are included. Additionally, the public notes must denote that the suite is shared with other people and how many other people.
 - iii. Full Suites. If you are selling a full suite the public notes must include the term “Full Suite” or “Private Suite” and the number of actual (stadium) seats, barstool seats, and Standing Room Only Tickets that are included. The quantity should be one (1) and the price should be all-inclusive. An example of a suitable note for this type of listing is “20-person Suite, 14 seated, 6 SRO, Full Suite.”
- m. Parking Passes. Any parking passes that are sold must have “Parking” noted in the Section of the Ticket. This row must contain either the lot number or a lot description e.g.; “Orange Lot” or “Lot G”. Including an accurate description of the lot location in the Public Notes is encouraged.
- n. Pit/Garage Passes. When selling Pit or Garage Passes, any restrictions or requirements must be included in the description. Examples:
- Closed toed shoes required
 - Pre-Race Pit Pass. Does Not Include Race Admission.
 - Must be 18 years of age or older
- o. Hotel Rooms. When listing hotel rooms related to events they must be listed under an event with “Hotel Rooms” in the event name. e.g.; Super Bowl Hotel Rooms. Additional rules for listing hotel rooms include:
- The event date used must be the date of check in
 - The price listed must be the full price for all nights, NOT a per-night price
 - The description must include the hotel name, bed size/configuration and whether or not the room is smoking or non-smoking.

While we recognize that it is difficult to fully describe everything regarding hotel rooms in a listing designed for Tickets, we ask that you think of your listing from the view of a potential purchaser. Do they have everything they would need in order to make an informed purchase?

In addition to these rules, it is suggested that you prepare a sheet of information regarding the hotel/rooms that you may send to potential purchasers with the full details and requirements of the hotel stay.

- p. Wheelchair/Accessible Seats. Tickets that are designated as Wheelchair or Handicapped-Accessible may be listed provided it is properly disclosed. You may designate a ticket group as Wheelchair or Accessible by including the any of the following words in the public notes:

- wheelchair
- wheel chair
- handicapped
- Handicap

If an issue arises with any order for Wheelchair or Handicapped-Accessible seats where the listing does not include the verbiage on the approved list above, then the Company reserves the right, in its discretion, to decide whether or not the order will be maintained or canceled and/or whether the Seller will be subject to penalties or other consequences.

- q. Gift Cards and Airline Miles. Listings for gift cards, airline miles, vouchers, upgrades, etc. are prohibited.

- r. Ticket Formats. Tickets come in many different formats that often also indicate the method by which they will be delivered. Sellers must specify (or ensure that its automation provider specifies) the ticket format for every Ticket listing. *Note: Failure to designate a ticket format may result in cancellation of the order, and may also result in penalties to the Seller.*

- Physical Tickets** -- By default, Tickets are assumed to be a physical or “hard” Tickets unless you indicate otherwise.
- eTickets** -- These are Tickets that were issued by the primary Seller in PDF format. It is not acceptable to use scans or photographs of eTickets or to create your own eTickets, and this could result in cancellation of the order. All Tickets that are designated as eTickets must be able to be delivered electronically. If the only copy of the eTicket that you have is a printed copy it is prohibited to sell the Ticket as an eTicket. If a Ticket is incorrectly listed as an eTicket when it is actually a physical Ticket, the order may be subject to cancellation and refund including penalties. If the buyer agrees to change the delivery method the Seller will be fully responsible for paying any and all shipping fees for any delivery method that needs to be used in order to ensure that Tickets are delivered on time to the buyer. In the event that there is not a shipping method available that will get the Tickets to the buyer on time, Company reserves the right to substitute other Tickets in full accordance with our Substitution Policy or require a refund.

Sellers may indicate a ticket group is eTicket by including the “eTicket” (or “PDFAvail” or “Edelivery_ind”) column in their file or by including any of the following words in the public notes:

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

eticket
emailable
emailed
e-mailed
instant download
e-ticket
electronic
ticketfast
ticket fast

ticket-fast
email
edelivery
e-delivery
e ticket

- iii. **Flash Seats (AXS Official Resale)** -- When listing Tickets that will be transferred using the Flash Seats format, "Flash Seats" must be indicated.

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

flash
flashseats
flash seats
flash seat
flashseat
fls

- iv. **TM Mobile Transfers** -- When listing Tickets that will be transferred using the TM Mobile Entry system, the format "TM Mobile" must be indicated.

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

tm mobile
tm_mobile
mobile ticket
mobile ticketing
mobile ticketmaster
mobile transfer
xfer mobile entry
xfer

- v. **TM Mobile Screenshot/QR Codes** -- When listing Tickets that will be delivered as PDF screenshots that must be displayed on a mobile device, the format "eTicket" must be indicated.

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

do not print
mobile qr
mobileqr

- vi. **Credit Card Entry (Paperless)** -- When listing Tickets where a credit card or gift card is utilized as the authentication method for admittance to the event, the format "Paperless" must be indicated.

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

paperless gift card
paperless walkin
paperless walk in

Additionally, Sellers must always utilize the public notes field to indicate if the buyer will receive a gift card (either via shipment or local pickup) or if the buyer must meet a representative for a “walk in”. Not indicating either method may result in cancellation of the order.

- vii. **Guest List Tickets** -- When listing Tickets where there is not a ticketing mechanism and admittance is handled via a list of authorized people “Guest List” must be indicated.

If for any reason the ticket format is not specified in a particular listing, then the following listing notes will be utilized to determine a listings format:

guestlist
guest list
guest-list
guest_list
meet & greet
meet + greet
meet/greet
meet venue
meet me
meet at
meet you
meet
meet and greet

s. Special Delivery Methods.

- i. Will Call -- When selling any Tickets that are going to be delivered via “Will Call” the designation “Will Call” must be included in the public notes. Company reserves all rights to choose which events are allowed to use Will Call Tickets. When charging a fee of any type for Will Call Tickets that fee MUST be included in the ticket price.
- ii. Local Pickup -- Local Pickup is used when a buyer must either pick up the Tickets at a designated location other than the venue’s Will Call or when the buyer must arrange to meet with a Seller’s representative in order to obtain the Tickets. When selling any Tickets that are going to be delivered using Local Pickup, the designation “Local Pickup” must be included in the ticket description. Sellers are prohibited from using the phrase “Meet and Greet” as this may lead the buyer to incorrectly believe that the opportunity to meet the performers is included in the Ticket. When it comes to Local Pickup delivery, Company reserves the right to choose which events it may be used. Any fees that are charged for Local Pickup must be included in the ticket price.
- iii. Credit Card Entry a/k/a Paperless -- For events with Credit Card Entry the Seller can choose to either deliver the card to be used for entry to the buyer along with instructions for gaining entry to the event or the Seller may choose to meet the buyer at the event for a “walk in”.

See the “Credit Card Entry (Paperless)” section in u.vi. above for instructions of how to indicate which method will be used.

- t. Unmapped Listings. An unmapped listing is a listing that does not appear on the appropriate event pages. When this happens it is either the result of an event that is not yet built on the Company platform or it means that the listing must be manually mapped. If a Seller suspects that a listing has not been mapped or is mapped incorrectly they should contact Seller Support for assistance.
- u. Charity Events/Fundraisers. Company reserves the right to prohibit the selling of Tickets to charity events, nonprofit events, fundraisers and certain specific political events (e.g., the US Presidential Inauguration). Sellers are permitted to upload Tickets to these events to the Marketplace but these Tickets may or may not display on any of our partner websites.
- v. Invalid Tickets. The listing or sale of invalid Tickets is strictly prohibited, and a violation of this Seller Handbook. If a ticket buyer claims that Tickets purchased through Company are invalid, then the Company will investigate the claim (which may include giving the Seller and the buyer an opportunity to provide evidence to support their position), and make a final determination, in its discretion. The Company reserves the right to withhold all payments to the Seller while any such claim is pending.
- w. Fraudulent Tickets. The listing or sale of fraudulent Tickets is strictly prohibited, and a violation of this Seller Handbook.

4. Order Acceptance.

- a. Order Response Time. Sellers are expected to respond to all orders placed by ticket buyers in a prompt and businesslike manner. More specifically:
 - i. Except for Last Minute Orders (defined in subsection 4.a.ii. below), each order must be accepted or rejected within 15 minutes from the time it is received by the Seller.
 - ii. For Last Minute Orders, each order must be accepted or rejected within the earlier of (A) 15 minutes from Seller's receipt of the order or (ii) 25% of the time from Seller's receipt of the order until the listed event start time (with a minimum of 10 minutes). As used herein, a "Last Minute Order" means an order for a Ticket that is received by a Seller (A) on the same day as the event or (B) after 8pm Eastern Time on the day prior to the event.
 - iii. Failure to comply with the order response time rules set forth in this subsection 4.a. is a violation of this Seller Handbook; and Company reserves the right, in its discretion, to cancel any order that is not in compliance with these rules.
- b. Instant Delivery. Orders for Tickets listed as Instant Delivery must be accepted and fulfilled within 4 minutes. Company reserves the right to cancel any such order that is not accepted and fulfilled within this 4 minute period. In the event Company cancels an order, a cancellation email will be sent to the Seller. In addition, a Seller who fails to fulfill 95% of Instant Delivery orders within the 4 minute period may be prohibited from listing Tickets as Instant Delivery.
- c. Accepting Orders. When a Seller accepts an order, this creates a binding contractual commitment between the Seller and the buyer. In such event, the Seller will be expected to comply with the following:
 - The Seller will deliver the same Tickets that are described in the confirmed order, on or before the Deliver-by-Time, via the method specified in the order.
 - If for any reason the Seller is unsure or has issued about its ability to deliver Tickets via the method stated in the Order, the Seller should NOT accept the

order and, instead should contact Seller Support.

- The price for the Tickets will be the price stated in the confirmed order.

For these reasons, Sellers are urged to double-check all aspects of every order prior to acceptance, including the event name, date, time, Ticket quantity, seat locations, Deliver By Time, delivery method, and any notes.

- d. Rejecting Orders. Any Seller who is unable to fulfill an order for the specific Tickets described in a listing should reject the order. If the Seller wishes to offer substitute Tickets to the buyer, then the original order should not be accepted, and the Seller may submit an offer to substitute – with the understanding that there will be no confirmed order unless and until the buyer has agreed to the Seller's substitute offer. If the original order is rejected and no substitution offer is made by the Seller, or if a substitution offer is made but the buyer does not accept the substitution offer, then the order will be considered “dropped” and canceled.
- e. Substitutions. A “substitution” is any instance where the Tickets to be provided are not the exact same Tickets that were represented by the Seller at the time of the listing, or where the Deliver-by-Time is different than what was stated in the listing or order. Substitutions are not binding unless and until the buyer agrees to accept the proposed terms of substitution (which the buyer has no obligation to do). A substitution that is deemed unacceptable by either a buyer and/or Company may result in rejection of the order and result in the imposition of related penalties on the Seller.

In any case where substitutions are offered, the following requirements shall apply:

- The proposed substitutions must be at no additional cost to the buyer, in comparison to the original order
- The proposed substitutions are subject to acceptance by the buyer in its discretion
- The Tickets must be removed from inventory until the buyer has confirmed to the Seller that they are acceptable. Company will then notify the Seller of the buyer's acceptance.
- The proposed substitution should represent the Seller's best possible offer to solve the problem, as there will only be one opportunity for the Seller to make a substitution offer.

All substitution offers will be communicated to the buyer via Company. Sellers should bear in mind that Company requires a reasonable period of time to contact and communicate with the buyer; so Sellers should provide as much advance notice to Company as possible regarding substitution offers.

Additionally, Company reserves the right to identify and make additional substitution offers to buyers for their consideration, and to charge the Seller accordingly.

- f. Automated Systems. If a Seller utilizes an automation service to retrieve and process orders, Seller is responsible for any errors that occur via that automation service. Sellers should ensure that any such automation service performs a careful review of each order to ensure that:
- The Tickets match the location, event, venue, date and time requested
 - The requested quantity is available and acceptable to Seller
 - The price paid is acceptable to Seller

Sellers who utilize an automation service must inform Company as to the name of the service provider, to enable Company to set up credentials and permissions for the service provider. Sellers who fail to designate an automation service provider will be unable to offer instant

delivery through Company.

5. Order Fulfillment / Delivery of Tickets.

Sellers are expected to fulfill all orders in a prompt and businesslike manner. More specifically, all Tickets must be delivered on or before the Deliver By Time on the In Hand Date. *(Note: Sellers are strongly encouraged to deliver all Tickets prior to the In Hand Date, whenever possible.)*

- a. Delivery Timetable – General Rule. The “Deliver By Time” means the time of day on the In Hand Date by which a Seller is required to deliver the applicable Tickets to the buyer. The Deliver By Time is set by Company. For orders where the Tickets are **in the Seller’s possession** (“In Hand”) when **the order is** accepted by the Seller, the Deliver By Time will be calculated based upon the Ticket format. For orders where the Tickets are **not in the Seller’s possession** (“Not In Hand”) when **the order is** accepted by the Seller, the Deliver By Time will be calculated either based on the In Hand Date or the event date.
 - i. FedEx. All orders with FedEx delivery must be shipped within 24 hours of the In Hand Date. Sellers should only generate shipping labels when the Tickets will ship that exact day. Seller’s should verify that the airbill provided will reach the buyer in time for the event. If the shipment requires a new label please contact Seller Support. The Seller is responsible for contacting Company for a new airbill, and liable for the market price of new Tickets, if they do not reach out.
 - Orders not fulfilled within these guidelines may be considered busted, thus incurring charges and affecting the Seller’s metrics.
 - If the In Hand Date has passed and the new label is needed because the Seller shipped late, the Seller may be subject to additional charges.
 - Tickets shipping domestically must be listed with an In Hand Date at least 2 days prior to the event date. Tickets shipping internationally must be listed with an In Hand Date at least 5-days prior to the event date. Company has the right to replace physical Tickets, at its discretion, that are shipping domestically with less than 2 days to an event date or internationally with less than 5 days to an event. Sellers are liable for the delivery of Tickets, not just successful shipment of Tickets, for any orders that ship domestically within 2 days or internationally within 5 days of the event.
 - ii. Print at Home PDF eTicket Delivery. All orders for In Hand eTickets must be delivered within the earlier of (A) 12 hours from acceptance or (B) 25% of the time from order acceptance until the listed event start time (with a minimum of 10 minutes). All orders for eTickets that are Not In Hand must be delivered within the earlier of (X) 12 hours from the In Hand Date or (Y) 25% of the time from the In Hand Date until the listed event start time (with a minimum of 10 minutes).
 - iii. Flash Seats and Mobile Entry. All orders for In Hand Tickets in the Flash Seats or Mobile Entry format must be delivered (i.e., transferred) within the earlier of (A) 12 hours from acceptance or (B) 25% of the time from order acceptance until the listed event start time (with a minimum of 10 minutes). All orders for Not In Hand Tickets in the Flash Seats or Mobile Entry format must be delivered (i.e., transferred) within the earlier of (X) 12 hours from the In Hand Date or (Y) 25% of the time from the In Hand Date until the listed event start time (with a minimum of 10 minutes).

Note re: Re-Transfer Fees: Sellers are not permitted to charge a re-transfer fee to the Company or the buyer on Flash Seats or Mobile Entry Tickets without specific written permission from Company. If a Seller wishes to request permission to charge a re-transfer fee in a particular case (e.g., where the buyer has difficulty accessing

the Tickets on the Flash or Ticketmaster app, and the Seller is asked to provide unusual service to re-transfer the Tickets or troubleshoot the order), then such Seller should contact Seller Support to request Company permission. In such a case, the Company will consider the Seller's request and make a determination in its good faith discretion as to whether a re-transfer fee may be charged, and in what amount.

- iv. Credit Card Entry a/k/a Paperless. Orders where the credit card to be used for entry to the event will be shipped to the buyer will be treated the same as FedEx orders. In cases where the buyer must meet a Seller's representative at the venue in order to gain entry, the Seller should contact Seller Services to make the necessary arrangements.
 - v. Local Pickup and Will Call. For all orders for In Hand Local Pickup and Will Call delivery, Sellers must provide Local Pickup and Will Call information to Company within the earlier of (i) 12 hours of acceptance or (ii) 25% of the time from acceptance until the listed event start time (with a minimum of 10 minutes). For Not In Hand Local Pickup and Will Call, Sellers must provide Local Pickup and Will Call information to Company within the earlier of (i) 12 hours of the In Hand Date or (ii) 25% of the time from the In Hand Date until the listed event start time (with a minimum of 10 minutes).
- b. Delivery Timetable for Last Minute Orders. Notwithstanding any other rule or policy relating to the timetable for delivery of Tickets, for all Last Minute Orders, Tickets must be delivered within 25% of the Last Minute Time to Event (with a minimum of 10 minutes). As used herein, "Last Minute Time to Event" means:
- i. For events that start before 1pm, the time from 9am local time (i.e., in the time zone where the event is taking place) until the listed event start time.
 - ii. For events that start after 1pm, the time from 11am local time until the listed event start time.

By way of example, if a Seller accepts an order at 10:30pm on Tuesday for an event that starts at Noon on Wednesday, that Seller must deliver the Tickets no later than 9:45am on Wednesday.

- c. Special Handling. The vast majority of Tickets are available up until the exact time of the event. If shipping is no longer an option, special handling through Company is usually invoked. Sellers who leave their inventory up past the shipping threshold are expected to be available to receive and process phone orders. These Sellers must also deliver Tickets to the buyer in a way that is reasonable to them. If a Last Minute Order is rejected or canceled because a Seller was either not available or unable to deliver the Tickets in a manner that was acceptable to the buyer, this failure will constitute a violation of this Seller Handbook.
- d. Delivery of Non-Conforming Tickets. As stated in the Seller Handbook, a Seller must deliver all Tickets to the buyer in conformity with the Tickets that were listed for sale, on or before the delivery date specified in the listing, and by the delivery method stated in the listing.
 - i. General Rule on Substitute Tickets: If a Seller wishes to deliver a Ticket that does not conform to the Ticket as listed and purchased by the buyer (a "Substitute Ticket"), then the delivery of any such Substitute Ticket is subject to the Company's consent. (Company reserves the right in all cases to decide whether any such Substitute Ticket is acceptable, and whether to permit a Seller to deliver any such Substitute Ticket.)

- ii. "First 10 Rows" Rule: Specifically with respect to Tickets for sporting events, concerts, or theater performances, if a Seller wishes to deliver a Substitute Ticket that is located within the first ten (10) rows of the field/playing surface/stage, then the delivery of any such Substitute Ticket is subject to the Company's prior written consent (which must be requested in writing from Seller Support).
- iii. "5 Rows Closer" Exception: Notwithstanding the general rule in i. above, but subject to the "First 10 Rows Rule" in ii. below, a Seller may deliver a Substitute Ticket without the Company's or buyer's consent if the only non-conforming feature of that Ticket is that such Ticket is 5 or fewer rows closer to the stage/field/floor where the event takes place.
 - Example 1: Seller lists a football Ticket in Section 201, Row 22 that is purchased by buyer, but Seller wishes to deliver a Substitute Ticket in Section 201 Row 18. In such case, Seller may do so without Company or buyer consent.
 - Example 2: Seller lists a concert Ticket in Orch Ctr, Row 9 that is purchased by buyer, but Seller wishes to deliver a Substitute Ticket in Orch Ctr, Row 3. In such case, Seller cannot deliver the Substitute Ticket without Company's and buyer's consent; and Seller should contact Seller Support to coordinate the consent process.
- iv. Substitute Tickets for Wheelchair / Handicapped / ADA Seats: Sellers are prohibited from offering Substitute Tickets that move a buyer from a Wheelchair / Handicapped / ADA location to a non-Wheelchair / non-Handicapped / non-ADA location. Any Seller who violates this prohibition is in violation of this Seller Handbook.
- v. Delivery of Non-Conforming Tickets. Delivery of non-conforming Tickets to the buyer (whether intentionally or mistakenly) without specific written permission from Company is a violation of this Seller Handbook. Without limiting the foregoing, in such event, Company reserves the right to take any and all appropriate action to remedy the situation.
- e. Canceled Orders. In any instance where Company cancels an order by reason of Seller's violation of this Seller Handbook or for any other reason within the Seller's control, then the Seller will be responsible for any and all consequences that may flow from the cancellation and/or violation, including reimbursement to the Company for any and all costs incurred by the Company, including but not limited to the cost of replacement Tickets, coupons, gift certificates, reprinting fees, delivery change/rerouting charges, overhead and labor costs, and refunds to the buyer.
- f. Failure to Deliver On Time is a Violation of Seller Handbook. Failure to deliver Tickets by the Delivery By Time on the In Hand Date is a violation of this Seller Handbook.

6. Canceled and Rescheduled Events.

- a. Canceled Events. When there is no alternative date for an event due to rescheduling by an artist, team, show or venue, that event is considered to be canceled. Company will then determine if the event requires a refund to the buyer. For any refund request stemming from a canceled event, Company will attempt to validate the cancellation, and refund the buyer upon such validation.

In any instance where the Seller has already received payment for an event that has been canceled, the Seller is obligated to refund the full amount of the payment back to Company. Company reserves the right to suspend Seller's selling privileges and/or withhold future payments until repayment in full has been made.

- i. Physical Tickets. If the Seller requires that Tickets be returned, Seller must inform Seller Services within 10 days. In these cases, the buyer will be responsible for the cost of returning the Tickets and the order will not be refunded until the Tickets have been received.
 - ii. Electronic Tickets. Orders where the Tickets were originally delivered via electronic means will be automatically refunded. In the case that a Seller requires that electronic Tickets be returned, it is required that they contact Seller Support as soon as possible. Please note that Company cannot guarantee that electronic Tickets will be returned to Sellers.
- b. Postponed/Changed Events. An event that has a new date, time or venue set by the artist, team, show or the venue itself will be considered a postponed or changed event. In this case new Tickets may or may not be issued. If a Seller becomes aware of any changes to an event, that Seller should notify Seller Support promptly. As a general rule, buyers will not be offered refunds for postponed events. However, the Company reserves the right to make exceptions to this general rule, in its discretion. Without limiting the foregoing, this may include circumstances relating to particular events (including special rules that may be established by the venue, ticket issuer or event presenter, which may include weather-related rules). Any such exceptions will be handled on a case-by-case basis.

If an event is postponed or changed, and the venue requires that new Tickets be printed, the Seller must contact Seller Support in order to determine the logistics for delivery of the new Tickets. Failure to do so is a violation of this Seller Handbook.
- c. Postponed/Changed Events with Optional Refunds. If an event is postponed or changed and the original Tickets are still valid but the primary Ticket supplier is also allowing refunds, it will be at Seller's discretion whether or not the order may be refunded.
- d. Postponed/Changed Events where New Tickets Issued are Limited. Company may deem that an event is canceled if a team or artist declares the event to be postponed and/or the availability of Tickets for the new event is either limited or not guaranteed. If this occurs, then the buyer will be entitled to a full refund, and the Seller will not be paid. In any instance where the Seller has already received payment for an event that has been canceled, the Seller is obligated to refund the full amount of the payment back to Company. Company reserves the right to suspend Seller's selling privileges and/or withhold future payments until repayment in full has been made.
- e. Seller Obligation to Notify Company. If a Seller learns of any cancellation, postponement or other material change to a listed event, such Seller should notify Company promptly.