

QUEBEC CLASS ACTION SETTLEMENT

NOTICE OF SETTLEMENT APPROVAL

Vivid Seats LLC
QUEBEC CLASS ACTION
N° 500-06-001066-204

This notice is to all persons in Quebec, who purchased before March 11, 2020 one or more tickets from Vivid Seats LLC for an event scheduled to take place after March 11, 2020, which event was subsequently postponed or rescheduled, without a full refund being provided by Vivid Seats LLC.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

THIS CLASS ACTION SETTLEMENT HAS BEEN APPROVED BY THE COURT.

AUTHORIZATION OF THE CLASS ACTION

On July 10, 2020, a class action was commenced in Quebec against Vivid Seats LLC (“**Vivid Seats**”), as well as other online ticket marketplaces, alleging that they did not provide a timely refund to putative Class Members for tickets they bought before March 11, 2020 for events that were scheduled to take place after March 11, 2020, which event was subsequently postponed, rescheduled or cancelled. The Representative Plaintiff was asking the Court to determine whether Class members were entitled to full reimbursement of the purchase price of the tickets and other related services purchases, plus interest, as well as punitive damages.

On April 13, 2022, the Honourable Justice Pierre-C. Gagnon of the Superior Court of Québec authorized the bringing of this class action, for settlement purposes only, against the Defendant on behalf of the following amended class:

All persons in Quebec, who purchased before March 11, 2020 one or more tickets from Vivid Seats LLC for an event scheduled to take place after March 11, 2020, which event was subsequently postponed or rescheduled, without a full refund being provided by Vivid Seats LLC.

(the “**Settlement Class**” or “**Settlement Class Members**”).

This class action has now been settled, as will be described below.

SETTLEMENT APPROVED

The parties have negotiated a settlement of the class action (the “**Settlement Agreement**”), which was approved by the Superior Court of Quebec on July 26, 2022, and therefore determined to be fair, reasonable and in the best interest of the Settlement Class.

Vivid Seats denies any liability and denies the truth of the allegations made against it. The settlement (as described below) is a compromise of disputed claims in order to achieve an early full and final resolution of the class action, without any admission or findings of liability or wrongdoing against Vivid Seats.

THE SETTLEMENT TERMS

This Notice provides a summary of the settlement terms. Further details of the settlement including a copy of the Settlement Agreement and other relevant Judgments, notices or proceedings may be found on the Settlement Website at www.vssettlement.ca.

The Settlement Agreement provides that the Defendant will offer to its Quebec customers (i) who purchased one or more tickets before March 11, 2020 for an event scheduled to take place after March 11, 2020, which event was subsequently postponed or rescheduled and has not occurred by the end of the Claims Period and (ii) who have not received a full refund, not successfully pursued a chargeback or do not have an active chargeback in process (the “**Refund Class**”), the option to:

- Receive a full refund of their order, which could include event tickets or parking passes (including base price, service fees, delivery fees and taxes), less any previous refunds received, in exchange for the return of their valid ticket(s); OR
- Maintain their order (keep their ticket(s)).

The refund process will be done through a Claims Process on the Settlement Website. A Claim Form must be submitted before the Filing Deadline: **November 6, 2022**.

The refund will only be provided if the valid ticket(s) is returned to the Defendant by the end of the Claims Period (**November 6, 2022**), and at least 48 hours prior to the event date. Methods of returning the ticket(s) can be found on the Settlement Website at www.vssettlement.ca. If an order entailed the purchase of multiple tickets, all of the tickets that formed part of the order must be sent altogether.

The refund will be credited to the method of payment used to purchase the tickets (in USD) within 80 days of the Filing Deadline. If this method of payment has expired, you will be contacted to obtain a new method of payment to credit.

The Superior Court has ruled that this process of individual recovery of claims entitles the Fonds d'aide aux actions collectives to a percentage of the amount to be reimbursed under the laws of Québec.

This excludes the payment of Administration Fees, and also excludes the payment of Class Counsel Fees, which will be paid separately by the Defendant. **Settlement Class Members will therefore not be asked to support or pay for any portion of these fees.**

In return for providing the reimbursements, the Defendant will receive a release from all Settlement Class Members and a declaration of settlement out of court of the class action.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of Defendant.

If you wish to keep your event ticket(s), you have nothing to do.

EVENTS SCHEDULED TO TAKE PLACE BETWEEN NOW AND APPROXIMATELY NOVEMBER 6, 2022:

Did you purchase event tickets from Vivid Seats before March 11, 2020, for an event scheduled to take place after March 11, 2020, that was subsequently postponed or rescheduled, and which event is scheduled to take place between NOW and approximately November 6, 2022 ?

If so, this section may apply to you as a member of the “**Transition Refund Class**”.

If you wish to hold onto your ticket(s), you have nothing to do.

If you wish to obtain a refund, which would involve returning your ticket(s) to Vivid Seats, you may be able to receive it immediately. Certain conditions and strict deadlines apply so you must contact Vivid Seats immediately as follows:

retailholdings@vividseats.com or tel: 925-206-3066

Please do not contact Vivid Seats if your event is scheduled to take place after approximately November 6, 2022 (after the Claims Period). Your claim for a refund will be dealt with during the claims process in this case.

INTERPRETATION

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

MORE INFORMATION

For further information or details about the Settlement Agreement, you may contact the Claims Administrator identified below. Your name and any information provided will be kept confidential. Please do not contact Vivid Seats, or the judges of the Superior Court.

You may contact the Claims Administrator at:

Velvet Payments
vssettlement@velvetpayments.com

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUEBEC.**