

## SCHEDULE "A"

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**SEATGEEK TICKET PURCHASES MADE IN QUEBEC BEFORE MARCH 11, 2020  
FOR EVENTS WHICH WERE POSTPONED OR RESCHEDULED AFTER MARCH 11, 2020  
CLASS ACTION AUTHORIZED AND UPCOMING PROPOSED SETTLEMENT APPROVAL  
HEARING**

**PROPOSED CLASS ACTION SETTLEMENT**

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**Class Action Regarding the Purchase by Quebec Residents of Tickets from Seatgeek,  
before March 11, 2020, for Events Scheduled to Take Place After March 11, 2020**

A proposed settlement ("**Settlement**") has been reached, subject to Court approval, between Mr. Patterson (the "**Plaintiff**") and SEATGEEK, INC. ("**SeatGeek**") in the context of a class action instituted against several ticketing platforms including SeatGeek with respect to the purchase, prior to March 11, 2020, of tickets for events scheduled to take place after March 11, 2020, which events were subsequently either postponed or rescheduled, without a full refund for the tickets purchased being provided (the "**Class Action**").

The Superior Court of Quebec authorized the Class Action, for settlement purposes, on April 13 2022.

This proposed Settlement may affect your rights, whether you act or not. Please read this notice carefully.

**Note:** This proposed Settlement is only with regards to SeatGeek clients in Quebec.

### BASIC INFORMATION

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| <b>Why have I received this email?</b> |
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You are receiving this email because you are a Quebec resident and you have purchased before March 11, 2020 one or more tickets from SeatGeek for an event scheduled to take place after March 11, 2020, which event was subsequently either postponed or rescheduled, without a full refund being provided by SeatGeek. Therefore, you could be eligible to receive benefits under the Settlement, if approved by the Court.

The purpose of this notice is to inform you that the Plaintiff and SeatGeek have reached a proposed Settlement putting an end to the Class Action (subject to Court approval). All concerned parties believe that the proposed Settlement is the best solution to dispose fairly and equitably of the dispute; they will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the proposed Settlement. You may attend the hearing, which will take place virtually on June 17, 2022 at 9:30 a.m. in room 16.02 of the Montreal Courthouse using the following Microsoft Teams link: <https://url.justice.gouv.qc.ca/oCT0>.

**What was the purpose of the Class Action?**

According to the Plaintiff, SeatGeek allegedly engaged in illegal conduct by modifying its “Buyer Guarantee” and Terms of Use and by failing to fully reimburse Quebec residents for all amounts paid before March 11, 2020 for event tickets, which events were subsequently either postponed or rescheduled after March 11, 2020.

These allegations have not been proven in Court and are contested by SeatGeek, whose position is that they have complied at all times with all applicable legislation, including with respect to the modifications to its “Buyer Guarantee” and Terms of Use.

**Who are the Group Members?**

You are a Group Member if you meet all of the following conditions:

1. You are a user of the SeatGeek Services that had a Quebec billing address associated with your Account at the time of purchase of the Ticket(s);
2. you have purchased before March 11, 2020 at least one ticket from SeatGeek to at least one event scheduled to take place after March 11, 2020, which event was subsequently either postponed or rescheduled (“**Ticket(s)**”);
3. you have not already used the Ticket(s) to attend the event(s) to which the Ticket(s) grant access; and
4. you have not already been granted a refund or a credit for such Ticket(s).

**SETTLEMENT SUMMARY**

**What does the Settlement provide for?**

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, SeatGeek agrees to the following:

1. Each Eligible Member shall be entitled to, alternatively, (i) retain his or her Ticket(s); or (ii) cancel the contract by which he or she purchased his or her Ticket(s) and receive a benefit in the form of a credit in an amount equal to one hundred and ten percent (110%) of the value of the Ticket(s) purchased (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.); or (iii) cancel the contract by which he or she purchased his or her Ticket(s) and obtain the restitution of an amount equal to the value of the Ticket(s) purchased in cash (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.), at the Eligible Member's option;
2. Implement a business practice change regarding tickets to events that have been postponed or rescheduled, providing for a refund upon a request being made by a Quebec resident.

**Am I eligible to receive reparation?**

If you meet the four conditions described above to be a Group Member, if you have not already used your Ticket(s) to attend the events to which the Tickets grant access and if you do not wish to retain your Ticket(s), you could be eligible to receive a benefit in the form of a credit in an amount equal to one hundred and ten percent (110%) of the value of the Ticket(s) purchased (including all

ticket prices paid, fees, taxes, additional services purchased such as parking, etc), or an amount equal to the full value of the Ticket(s) purchased in cash (including all ticket prices paid, fees, taxes, additional services purchased such as parking, etc.) provided that you return your digital Ticket(s) to SeatGeek (physical event ticket need not be returned). **Should the Settlement be approved by the Superior Court of Quebec, you will receive a Notice of Approval of the Transaction inviting you to submit your claim by responding electronically to said Notice within the allotted claim deadline. The Notice of Approval of the Transaction will set out the three (3) options available to you, namely (i) to retain your Ticket(s), (ii) to receive a credit or (iii) to receive a cash refund.** If you do not submit your claim in a timely manner, you will be deemed to have elected to hold onto your Ticket(s) and you will no longer be eligible to receive benefits pursuant to this Settlement, but you will be bound by the remaining terms thereof.

### OPTING OUT

If you do not wish to be bound by this Class Action (and this proposed Settlement) for any reason whatsoever, you must take steps to exclude yourself from the Settlement Class, which will result in your exclusion from the Class Action (and the proposed Settlement).

#### **What happens if I exclude myself?**

If you exclude yourself from the Class Action:

1. You will not receive any benefits under the proposed Settlement (if approved by the Court);
2. You will not be bound by the Class Action;
3. You could exercise your valid rights of action independently against Seatgeek, at your own costs and with your own legal advisers (strict legal delays apply); and
4. You will not be able to object to this proposed Settlement.

#### **What happens if I do not exclude myself?**

If you do **not** exclude yourself from the Class Action:

1. You will be eligible to receive reparations under this proposed Settlement (if approved by the Court);
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against the SeatGeek; and
4. You will be able to object to the proposed Settlement.

If you do not exclude yourself from the Class Action and the proposed Settlement is approved, you give up the right to take legal action against SeatGeek with respect to the purchase of Tickets from SeatGeek before March 11, 2020 to events scheduled to take place after March 11, 2020, which events were subsequently either postponed or rescheduled.

#### **How can I exclude myself?**

To exclude yourself from the Class Action (opt out), you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Patterson v. Ticketmaster et al.* C.S.M. 500-06-001066-204;
2. Your name and contact information;
3. An affirmation that you used the SeatGeek services to purchase your ticket;
4. Your email address associated with your SeatGeek account.

The request for exclusion must be sent by registered or certified mail before June 2, 2022, to the Court, at the following addresses:

Grefe de la Cour supérieure du Québec  
**PALAIS DE JUSTICE DE MONTRÉAL**  
1 Notre-Dame Street East  
Room 1.120  
Montreal, Quebec H2Y 1B5

**Reference:**

**Patterson v. Ticketmaster et al. - Class Action C.S.M.: 500-06-001066-204**

With a copy to Class Counsel:

**Lex Group Inc.**  
**Mtre David Assor**  
4101 Sherbrooke St. W.  
Westmount, Quebec, H3Z 1A7

**OBJECTION TO THE SETTLEMENT**

You can tell the Court that you do not agree with this proposed Settlement.

**How can I tell the Court that I do not agree with this proposed Settlement?**

To present your objection to the Court, you are required to inform Class Counsel and Counsel for SeatGeek in writing of the reasons for the Objection by communicating, before June 2, 2022, a document containing the following information:

- (a) The Court and Court docket number of the Class Action: *Patterson v. Ticketmaster et al.* C.S.M. 500-06-001066-204;
- (b) The name and contact information of the Settlement Class Member who is raising an Objection. If the objecting Settlement Class Member is represented by a lawyer, his or her contact information must be provided;
- (c) An affirmation that the Settlement Class Member used the SeatGeek Services to purchase his or her Ticket;
- (d) The Settlement Class Member's email address that is associated with his or her Account;

- (e) A declaration that the Settlement Class Member purchased the Ticket while being physically located in Quebec;
- (f) A brief description of the reasons for the Settlement Class Member's Objection; and
- (g) The Objection must be conveyed and received before the expiry of the Exclusion Period according to the relevant sections of the Settlement Agreement.

You cannot object to the proposed Settlement if you opt out of the Class Action.

**Do I need a lawyer in order to object to the Settlement?**

No. You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

**If I object to the Settlement and it is approved by the Court, will I still be eligible for a benefit?**

Yes. If, despite your objection, the Settlement is still approved by the Court and if you are eligible, you can still receive a credit or a cash refund or choose to retain your Ticket(s).

**FOR MORE INFORMATION**

**How can I obtain more information?**

For more information and access to the text of the Settlement, the schedules, judgments, and the various forms, please go to the following websites:

- Settlement Website: [seatgeeksettlement.ca](http://seatgeeksettlement.ca)
- Class counsel's Website : [www.lexgroup.ca](http://www.lexgroup.ca)

You may also contact Class Counsel identified below. Your name and any information provided will be kept confidential. Please do not contact the Judges of the Superior Court of Quebec.

Class Counsel:  
Mtre David Assor  
Lex Group Inc.  
4101 Sherbrooke St. W.  
Westmount, Quebec, H3Z 1A7  
Phone: 514-451-5500  
Email: [info@lexgroup.ca](mailto:info@lexgroup.ca)

If approved, another notice (email) will be published in accordance with the proposed Settlement and as eventually ordered by the Court.

In case of discrepancies between this notice and the Transaction Agreement, the Transaction Agreement shall prevail.

**The publication and dissemination of this notice has been approved and ordered by the Court.**