

SCHEDULE "B"

NOTICE OF A PROPOSED SETTLEMENT IN A QUEBEC CLASS ACTION INVOLVING SEATGEEK, INC.

Subject:

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.

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>.

The Group:

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).

Overview 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.

What does the Settlement provide?

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, provided that, in the case of (ii) and (iii), digital Ticket(s) must be returned to SeatGeek (physical event ticket need not be returned);
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.

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.

Excluding Yourself from the Class Action (Opting Out):

If you wish to remain a member of the Class Action, you have no steps to undertake.

However, if you do not wish to be bound by this Class Action (and this proposed Settlement) for any reason whatsoever, you will need to send a duly signed request for exclusion by registered or certified mail to the clerk of the Superior Court of Quebec (with a copy sent to Class Counsel) before June 2, 2022. The request for exclusion must confirm your name, contact information and the email address associated with your SeatGeek account, must include an affirmation that you used the SeatGeek services to purchase your ticket, and must also mention the Court docket number of the Class Action (Patterson v. Ticketmaster et al., S.C.M. no. 500-06-001066-204).

The address of the clerk of the Superior Court of Quebec is: 1, Notre-Dame Street East, Montreal, Room 1.120, H2Y 1B6.

If you choose to opt out of the Class Action, you cannot receive any money or reparation from the proposed Settlement and you cannot object to it.

Objecting to the Settlement:

You have the right, as a Group Member, to object to the terms of the Settlement in the manner provided for in the Detailed Notice and at the latest before June 2, 2022. You cannot object to the terms of the Settlement if you opt out of (exclude yourself from) the Class Action.

For more information

This notice is only a summary of the Detailed Notice, which you can view by clicking [here](#). For more information and to access the text of the Settlement Agreement, the schedules, the judgments and the various forms, please visit the following websites: seatgeeksettlement.ca or 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

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

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

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