

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE	
FILED / PRODUIT Date: March 12, 2018 CT-2018-005	
Bianca Zamor for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT.	#4

CT-2018-005

THE COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, C. C-34, as amended;

AND IN THE MATTER OF an application by the Commissioner of Competition for orders pursuant to section 74.1 of the *Competition Act* regarding conduct reviewable pursuant to paragraph 74.01(1)(a) and section 74.05 of the *Competition Act*,

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

-and-

**LIVE NATION ENTERTAINMENT, INC., LIVE NATION WORLDWIDE, INC.,
TICKETMASTER CANADA HOLDINGS ULC, TICKETMASTER CANADA LP,
TICKETMASTER L.L.C., THE V.I.P. TOUR COMPANY, TICKETSNOW.COM, INC.,
and TNOW ENTERTAINMENT GROUP, INC.**

Respondents

RESPONDENTS' RESPONSE

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1. OVERVIEW OF RESPONSE

1. The Application focuses on pricing practices on Ticketmaster's Ticketing Platforms. Those practices are transparent, pro-consumer and proper. They are standard in the ticketing industry, and in e-commerce more generally.
2. Ticketmaster's online pricing practices involve an initial disclosure of unit prices of tickets, followed by the disclosure of all applicable fees as the customer provides information about her order. These fees are transparently disclosed to consumers, often through Obvious Fee Signals. The consumer is told what amounts are paid to which parties.
3. Ticketmaster never suggests or implies that there are no fees associated with a consumer's purchase. The opposite is true. Consumers who purchase tickets online are aware that they will pay fees above the unit price of the ticket. Ticketmaster's online pricing practices give rise to no misleading or false impressions.
4. The Commissioner of Competition's Application disguises and obscures the real issues by substituting pejorative labels for proper factual and legal analysis. Nothing in the *Competition Act* prohibits Ticketmaster's pricing practices. There is no provision related to "Drip Pricing". The Commissioner seeks to force a square peg into a round hole by attempting to apply general provisions of the Act to conduct that they were not intended to cover. The only question is whether Ticketmaster's pricing practices are materially misleading. They are not.

5. The Commissioner of Competition misunderstands, or misconstrues, the ticketing process, Ticketmaster's role in that process, and the fees that are collected when consumers purchase tickets online. The Commissioner's position that total per-ticket pricing must be displayed in the first step of a purchase has no basis in law, ignores the transparent disclosure of all fees in the course of each purchase transaction, and runs contrary to how e-commerce transactions are effected.
6. The Application also fails to understand Ticketmaster's role as agent for its clients (such as venues, promoters, etc.) and for ticket resellers. It confuses ticket sales revenue with Ticketmaster's revenue. In fact, Ticketmaster retains nothing from the face value of a ticket and many of the fees it collects. In return, clients get a comprehensive enterprise ticketing solution, and consumers get access to simple distribution and easy access to an effective ticketing system online and by phone.
7. Some provinces have passed legislation relating specifically to how retail pricing, or even ticket pricing, should be displayed. Ticketmaster complies with all such requirements. The Act, however, contains no such prescriptions, and cannot be transformed into a similar kind of detailed regulatory scheme simply by describing the target conduct in derogatory terms.
8. Ticketmaster requests that this Application be dismissed, with costs.

2. RESPONSE TO THE ALLEGATIONS

9. The respondents deny all allegations in the Application, except as expressly admitted herein.

3. GROUNDS ON WHICH THE APPLICATION IS OPPOSED AND MATERIAL FACTS

10. Ticketmaster, defined below, is the leading ticketing agent for live events in Canada. It offers ticketing services as “Ticketmaster” and associated brands.

(a) Many Of The Named Respondents Are Improper Parties

11. The Application relates to representations and advertisements about pricing made on the *ticketmaster.ca*, *ticketweb.ca*, *ticketsnow.com* domains and the respondents’ mobile applications (the “**Ticketing Platforms**”).

12. Only certain of the named respondents control the display of pricing on the Ticketing Platforms referred to in the Application. Ticketmaster L.L.C., Live Nation Worldwide, Inc., Ticketmaster Canada Holdings ULC and TNOW Entertainment Group, Inc. (collectively “**Ticketmaster**”) are entities which control the content on the Ticketing Platforms.

13. The remaining respondents are not proper parties to the Application. Ticketmaster Canada LP, Live Nation Entertainment, Inc., V.I.P. Tour Company and Ticketsnow.com, Inc. do not control the display of any ticket price on the Ticketing Platforms. They therefore cannot and do not make any representation as to price or distribute the advertisements alleged in the Application. In the alternative, the response made below by Ticketmaster applies to all of the respondents.

(b) Ticketmaster's Business

(i) The Role Of Ticketmaster In Ticketing

14. Ticketmaster's business is to provide ticketing services to venues, promoters, sports teams and leagues ("**Clients**") and to ticketholders who wish to resell their tickets. These ticketing services are offered through different media: by phone, in person and, most commonly today, over the Internet.

15. Ticketmaster acts as agent for its Clients and reselling ticketholders. As further discussed below, as a function of its role as agent, Ticketmaster remits to others the majority of amounts that it collects from consumers.

16. Ticketmaster participates in two market segments for the sale of tickets in Canada: the primary ticket market segment and the secondary ticket market segment.

17. Although the Commissioner confuses the two, consumers are generally aware that total ticket costs and fees may differ between primary and secondary market segment tickets. Those costs and fees are described below.

(ii) The Primary Ticket Market Segment

18. In the primary ticket market segment, Ticketmaster sells tickets as agent for its Clients. Clients of Ticketmaster include venues, teams, artist representatives and fan clubs, promoters and leagues. Ticketmaster's Canadian Clients are predominantly venues.

19. Ticketmaster typically has ongoing contractual relationships with its Clients.

20. A ticket's unit price in the primary ticket market segment is the "**face value**" of the ticket. The face value of a ticket is set by Ticketmaster's Clients, not by Ticketmaster. The face value of a ticket is not retained by Ticketmaster. The amount collected for the face value of a ticket is collected by Ticketmaster on behalf of its Clients and is generally remitted to Clients in its entirety.

21. All fees charged to consumers in the primary market segment are negotiated between Ticketmaster and its Clients. These negotiations result in agreement on the amounts that Ticketmaster will collect and remit, and on what basis.

22. Ticketmaster may derive revenue from some of the fees charged to consumers for the services it provides. Other fees are entirely retained by Ticketmaster's Clients. For example, Ticketmaster does not retain any portion of the "facility charge" described in more detail below.

23. Fees charged to consumers beyond the face value of a ticket may vary from event to event and venue to venue. The amount consumers pay in fees depends on many factors, some of which are controlled by consumers themselves. These factors can include:

(a) the identity of the Client offering the event and the related contractual agreements that Ticketmaster has with that Client;

(b) the event venue;

(c) the jurisdiction of the event;

(d) the unit price of a ticket;

(e) how many tickets a consumer orders in a single order; and

(f) the delivery option selected by a consumer.

24. In some circumstances, ticket purchases can be made not only online, but also at box offices without the payment of fees.

25. The fees that may be charged in addition to the face value of a ticket are described below. This information is publicly available from Ticketmaster's websites to any interested consumer.

(1) Service Fees

26. As noted, consumers get access to an effective ticketing system through Ticketmaster's Ticketing Platforms and thereby avoid the need to go in person to a venue box office or retail outlet. In exchange for this access, Ticketmaster generally charges a service fee.

27. Service fees are charged on a per-ticket basis. The proceeds of service fees are generally shared between Ticketmaster and its Clients. The proportions in which the amount is shared between Ticketmaster and its Clients are negotiated with each Client.

(2) Order Processing Fee

28. Order processing fees may be charged by Ticketmaster for primary ticket sales on the Ticketing Platforms. Order processing fees are generally charged on a per-order

(not per-ticket) basis. The proportions in which the amount is shared between Ticketmaster and its Clients are negotiated with each Client.

(3) Facility Charge

29. Facility charges are collected by Ticketmaster solely on behalf of venues. Each venue decides whether it will assess a facility charge, sets its value and receives 100% of the amount charged to consumers. Facility charges are charged on a per-ticket (not per-order) basis.

(4) Delivery Fee

30. Delivery fees are not always charged on orders made on the Ticketing Platforms. When delivery fees are charged, it is generally on a per-order (not per-ticket) basis. Whether consumers pay this fee depends on which delivery option is selected by the consumer. There is almost always a free option.

(iii) The Secondary Ticket Market Segment

31. Ticketmaster's contractual arrangements differ with respect to the secondary ticket market segment. In this market segment, Ticketmaster also acts as agent. Instead of acting for Clients, however, it acts on behalf of ticketholders seeking to sell their tickets and provides them with an online platform through which such sales take place.

32. The ticket's unit price in the secondary ticket market segment is the "**resale price**". The resale price of a secondary ticket is set by the ticketholder seeking to sell his tickets, not Ticketmaster, and the ticketholder receives the resale price net of applicable fees. The resale price may vary from the original face value.

33. A resale service fee is charged to purchasers for secondary ticket sales on the Ticketing Platforms. The fee is a percentage based on the price of the ticket, and Ticketmaster typically shares the fee with its Clients.

34. Consumers may also pay delivery fees per order, described above, depending on what delivery option they select.

(c) The Ticketing Platforms' Buy-flows Are Standard In E-Commerce

35. The Application is about the rise of e-commerce in recent years and how Canadian consumers understand the processes involved in online purchasing.

36. The primary way in which Ticketmaster offers tickets to live events is through the Ticketing Platforms. Whereas, historically, consumers had to purchase tickets over the phone or in person at venues or box offices, the majority of ticket purchases made today are made online.

(i) Ticketmaster's Buy-flows

37. Ticketmaster uses the term “**buy-flow**” to refer to the screen-by-screen and button-by-button process used by consumers to purchase products in an online environment such as the Ticketing Platforms.

38. Ticketmaster's buy-flow is what is at issue in this case.

39. The Commissioner mischaracterizes the buy-flow as an attempt by Ticketmaster to mislead consumers into making purchases that they otherwise would not make. Rather, the buy-flow transparently guides consumers through each element such that

consumers are aware of the prices composing the purchase price before reaching the final transactional screen.

40. It is artificial to treat the first page of the buy-flow as a representation as to final total purchase cost, and consumers who make purchases online do not expect the first page of the buy-flow to represent the final, total price to be paid. The general impression test requires that the Tribunal consider the overall impression that the buy-flow as a whole makes on consumers.

41. Ticketmaster does not present the unit price — whether the face value or resale price — as the total cost of a ticket purchase. Indeed, consumers cannot even attempt to purchase tickets at the unit prices shown when they first see such unit prices. Consumers know that that unit price is not generally the total cost of the purchase.

42. Through the use of transparent pricing displays on the Ticketing Platforms, consumers are clearly informed about the total cost of the purchase, including all fees, before completing the purchase of a ticket. Fees are expressly disclosed to consumers during the checkout process.

43. A consumer first visits one of the Ticketing Platforms and selects an event that she is interested in. Only after selecting the event are unit prices for the event disclosed.

44. This initial display of unit prices without a listing of possible applicable fees is common in online commerce. Many other prominent online retailers display unit prices of items available without listing mandatory fees such as shipping costs.

45. As some fees are charged on a “per-order” basis (that is, the fee is the same regardless of the total number of tickets ordered) a “per-order” fee cannot be divided by the number of tickets to yield a “per-ticket” price until a consumer indicates how many tickets she wishes to purchase.

46. Additionally, some fees depend on consumer decisions. For example, consumer decisions about delivery or available promotions – which affect the total price of the ticket – are not known by Ticketmaster when consumers initially visit an event page on the Ticketing Platforms.

47. The Commissioner has referred to buttons within the buy-flow which contain statements like “Buy Tickets.” These expressions are well understood in e-commerce as leading to the next stage of a buy-flow. No consumer believes that — before providing any payment information (such as a credit card number) — she has made a purchase at the moment that she has clicked on such a button.

48. Consumers are always advised of the existence of fees prior to any decision to purchase or transaction occurring. There is no restriction in the buy-flow which prevents the consumer from selecting tickets other than those she initially selected or, indeed, purchasing no tickets at all. The consumer can exit the process at any time for any reason, including upon seeing the amount of fees. This is done, with little effort, by closing the web browser or clicking the web browser’s “back” button.

49. This is consistent with e-commerce in general – not just in the ticketing industry – and no consumer is misled by such a transparent buy-flow.

50. Contrary to the Commissioner’s assertions, there is no material time or effort invested by consumers into their selection of tickets prior to being advised of the existence of fees.

(ii) Obvious Fee Signals

51. Immediately after tickets have been selected by a consumer, the applicable fees are displayed on the Ticketing Platforms. That is, right after making the first proactive step of a selection of tickets, consumers are told what fees apply.

52. Where the buy-flows contain more than two or three pages, consumers are presented with obvious price signals about the existence of fees beyond the unit price of each ticket (“**Obvious Fee Signals**”).

53. Depending on the specific Ticketing Platform and buy-flow, these Obvious Fee Signals may include:

- (a) statements that fees apply to the face value of a ticket and/or that additional fees will be applied at checkout; disclosures that additional fees will be displayed on the billing page; and statements that per-order delivery and/or processing fees are added when applicable or analogous statements;
- (b) “pop-up” or “shadow boxes” that appear over other information in the buy-flow;
- (c) the description of the face value of selected tickets as a “subtotal”; and/or

(d) providing consumers with links, such as that stating that “Additional service fees and charges may apply at checkout” or “We know no one’s a fan of fees / Learn why they’re here,” through which consumers may obtain detailed information about Ticketmaster fees and the basis for them.

54. Many of the Obvious Fee Signals that form part of Ticketmaster’s transparent prices are, in fact, shown in paragraphs 34, 36, 39, 40, 43, 44, 47, 48 and 57 of the Application.

55. Obvious Fee Signals demonstrate that the listing of ticket face values is not a representation as to the final cost of a ticket ordered on the Ticketing Platforms. The display of face values is not a representation as to “true cost” as alleged by the Commissioner.

(iii) An Example Of An Obvious Fee Signal In A Buy-Flow

56. In some Ticketmaster buy-flows, consumers are advised of the existence of fees before leaving the initial event ticket selection page. An example from www.ticketmaster.ca for a “Raptors 905” basketball game is illustrative.


57. The initial display of tickets for an event on www.ticketmaster.ca shows a list of face value prices for available tickets. In this example, the tickets are listed in ascending price starting with tickets with a face value of \$9.05 as the least expensive.

Lowest Price	Best Seats
Sec 11, Row H Standard Ticket	CA \$9.05 ea
Sec 11, Row J Standard Ticket	CA \$9.05 ea
Sec 24, Row H Standard Ticket	CA \$9.05 ea
Sec 24, Row J Standard Ticket	CA \$9.05 ea
Sec 26, Row J Standard Ticket	CA \$9.05 ea
Sec 26, Row F Standard Ticket	CA \$9.05 ea
Sec 26, Row G Standard Ticket	CA \$9.05 ea
Sec 26, Row H Standard Ticket	CA \$9.05 ea
Sec 11, Row P Standard Ticket	CA \$9.05 ea
Sec 11, Row Q Standard Ticket	CA \$9.05 ea
Sec 11, Row R Standard Ticket	CA \$9.05 ea

58. The moment that a consumer clicks on tickets from the list, she is advised that there are fees applicable to the tickets she has selected. The indication of the applicability of fees is stated clearly beside the face value of the ticket through an Obvious Fee Signal. In this example, the text reads: “CA \$9.05 ea + Fees”. This takes place prior to the consumer clicking on “GET TICKETS” or proceeding further in the buy-flow.

Sec 11, Row H ✕

You'll get 2 tickets together in this row.



Bowl Ends
Sec 11, Row H

Standard Ticket CA \$9.05 ea + Fees	− 2 +
Student and Senior Discount CA \$9.05 ea + Fees	+

2 Tickets **GET TICKETS**

59. In the example above, the amount of all fees and total cost of the tickets is disclosed on the screen immediately after tickets are selected. This same screen provides consumers with options which can vary the amount to be paid, such as delivery options.

(iv) Time Limits In The Buy-flow Are Not Misleading And Are Pro-Consumer

60. The Application refers to clocks displayed within Ticketing Platform buy-flows. These clocks inform consumers of the time limit during which they may complete their purchases. They are a pro-consumer feature of the buy-flow that are essential to ensure the fair and equitable distribution of tickets to popular events.

61. The Commissioner's allegations regarding the buy-flow clocks demonstrate how the Commissioner has failed to consider details about the ticket industry and, indeed, about e-commerce in general.

62. The buy-flow clocks serve a number of purposes including, most importantly:

- Assisting in the equitable distribution of tickets among ticket purchasers. Thousands of consumers may seek to buy seats to the same event at the same time. Buy-flow clocks play a role in ensuring that potential ticket purchasers can access available inventory.
- Hindering resellers in their arbitrage efforts. Limiting the time for the completion of a purchase discourages resellers from "holding" tickets in the buy-flow queue solely for the purpose of determining if they can profit on the resale market before buying the tickets.

- Promoting, in conjunction with “time-outs,” the security and commercial efficacy of the Ticketing Platforms.

(d) “Drip Pricing” Is Not Reviewable Under The Act

63. What the Commissioner refers to as “drip pricing” is, in this case, transparent, itemized pricing shown to consumers.

64. “Drip pricing” is not a reviewable practice under the Act. The Commissioner’s allegations are not grounded in the wording of the Act nor, as a result, in Parliament’s intention. The Commissioner relies on a provision regarding misleading representations when there has been no misleading representation, and a provision concerning advertising when no advertising has been distributed.

(i) The Respondents Have Not Made Any Representation That Is False Or Misleading In A Material Respect

65. Ticketmaster has not made any representation that is false or misleading in a material respect and has not acted contrary to section 74.01 of the Act.

66. Ticketmaster’s display of a unit price of a ticket is not a representation that the total purchase cost will not differ from that unit price. It is therefore not the “Price Representation,” as defined in the Application. There is never a representation that the unit price is the only price to be paid. Quite the contrary, the Obvious Fee Signals indicate in many instances that additional fees are payable.

67. The relevant consumer is the average consumer who is interested in the product. Modern consumers understand the purchasing buy-flows used in e-commerce. As noted above, leading online retailers use similar buy-flows to those of Ticketmaster.

68. Every consumer, even if she were credulous and technically inexperienced, would be aware when browsing the Ticketmaster websites that Ticketmaster charges fees in addition to the unit price of the ticket.

69. The general impression conveyed by Ticketmaster's display of unit prices of tickets on an initial buy-flow page is that consumers are selecting between tickets available at different unit prices, nothing more.

70. In the alternative, the Tribunal must consider the information provided throughout the buy-flow as a whole in order to determine the general impression arising from the Ticketing Platform. Just as the general impression of information on a page of print advertisement must be considered in the context of the rest of the page, the price disclosed prior to any selection of tickets must be considered in the context of the entire buy-flow.

71. Moreover, the Obvious Fee Signals contained in the Ticketing Platform buy-flows are disclaimers which, in any event, ensure that the representation is not false or misleading.

72. The fact that the display of unit prices of tickets is capable of a meaning which is not misleading means that the Application must fail.

73. As noted above, the clock used in Ticketmaster's buy-flows is not a representation and is irrelevant to any allegations made in relation to section 74.01 of the Act.

74. The Application also makes allegations about the budget tool offered within the *www.ticketmaster.ca* buy-flow. The budget tool, which asks consumers a question about their budget, is not a representation as to price, a false or misleading representation, or false or misleading in any material way because it is not likely to influence a consumer's decision to purchase tickets.

(ii) Section 74.05 of the Act Has No Application

75. The Commissioner seeks to apply section 74.05 of the Act to conduct that the section was not intended to cover.

76. First, section 74.05 of the Act only applies to advertisements. Even assuming that the "Price Representations" alleged by the Commissioner have been made, which is not admitted but expressly denied, they are not "advertisements."

77. The simple display of a price cannot be an advertisement, otherwise every instance where a store adds the applicable tax to the sticker price at check-out or an online vendor charges delivery fees would be in breach of section 74.05.

78. The Commissioner treats the words "advertisement" contained in section 74.05 and "representation" contained in 74.01 as interchangeable, when they are not. The use of different words in the different sections of the Act demonstrates Parliament's intention, which must have meaning and be respected.

79. The Commissioner's own guidance in applying the Act, found in his "Technical guidance documents", refers to advertising being "distributed". In this case, there is no "distribution" of the unit prices pushed by Ticketmaster to consumers in the manner that

an advertisement is distributed in print, on radio or television or even online. Rather, consumers have chosen to visit Ticketmaster's Ticketing Platforms before they ever see the unit prices for a particular event.

80. In the alternative, to the extent that Ticketmaster's initial display of a unit price constitutes an advertisement, which is not admitted but expressly denied, section 74.05 still has no application. No product has been supplied at a higher price than the price at which it is "advertised". The unit price of the ticket is never supplied at a higher price than initially displayed.

81. In the further alternative, if describing the face value of a ticket is an advertisement, which is not admitted but expressly denied, the description of the total cost of the purchase immediately follows it. According to section 74.05(2)(b) of the Act, 74.05 does not apply where one advertisement is immediately followed correcting the price in the first advertisement.

(e) The Commissioner Should Be Estopped

82. The Commissioner has been aware of Ticketmaster's pricing practices for many years. In fact, in 2010 the Competition Bureau closely examined Ticketmaster's buy-flows and Ticketing Platforms. At that time, the Competition Bureau chose to take no action. It would be inappropriate to penalize Ticketmaster now for conduct that the Commissioner chose not to pursue many years ago.

83. In 2010, the Competition Bureau considered the adequacy of Ticketmaster's disclosure about customers being directed to secondary ticket market options on the Ticketing Platforms. The Competition Bureau also considered other facets of

Ticketmaster's Ticketing Platforms, such as incentives that were offered to sign up for rewards programs.

84. The Competition Bureau expressly reviewed whether Ticketmaster's practices were false or misleading representations. It concluded that they were not. The Commissioner thus did not take any action against Ticketmaster regarding consumer access to the secondary ticket market segment, or any other component of Ticketmaster Ticketing Platforms or buy-flows.

85. Over the past eight years, Ticketmaster has had knowledge of and relied upon the fact that the Commissioner chose not to take action against Ticketmaster's buy-flows in 2010. Ticketmaster has relied on the Commissioner's non-action to its detriment by not amending its buy-flows in any fashion that the Commissioner may have sought in 2010.

86. The Commissioner should be estopped from bringing this Application in respect of Ticketmaster's past conduct and must be deemed to have waived his rights to do so.

(f) Ticketmaster's Compliance With Provincial Law Affords Them A Due Diligence Defence

87. In contrast to the Commissioner's attempt to rely upon inapplicable sections of the Act, some provinces have instituted consumer laws requiring all-inclusive pricing. Where a province requires all-inclusive pricing, such as in the Province of Quebec, Ticketmaster uses all-inclusive pricing.

88. Ticketmaster complies with specific legislation that governs their display of pricing. As a result of Ticketmaster's compliance with such specific legislation applicable

to Ticketmaster, they have exercised adequate due diligence and should not have an administrative monetary penalty made against them by the strained application of a law of general applicability such as the Act.

(g) The Restitution Remedy Sought By The Commissioner Is Improper

89. For the reasons described above, no order should be made against Ticketmaster. In the alternative, the restitution remedy sought by the Commissioner is improper.

90. The Commissioner is seeking restitution from the respondents for amounts not retained by them. This demonstrates the Commissioner's misunderstanding of the business and the market segments that are the subject of the Application.

91. The Commissioner purports to rely on section 74.1(1)(d) of the Act to seek restitutionary relief. The purpose of section 74.1(1)(d) of the Act does not support such relief. Section 74.1(1)(d) of the Act exists to reimburse for consumer losses, for example in relation to the purchase of products that do not work as represented. Consumers have suffered no losses in this case.

92. Consumers received a benefit when they completed purchases of tickets from Ticketmaster. At no time did any consumers purchase a ticket from Ticketmaster at a price higher than disclosed to them prior to making their purchase. In any event, "counter-restitution" is not available with respect to any event that has already occurred. As a result, it would be inappropriate for consumers to receive any amount in connection with events that they have already enjoyed.

4. OFFICIAL LANGUAGE AND PROCEDURE

93. The respondents consent to this proceeding being conducted in English.

94. The respondents oppose the hearing of this matter in Ottawa. To the extent that the respondents have a presence anywhere in Canada, it is in Toronto and not Ottawa. Ticketmaster Canada Holdings ULC has its headquarters in Toronto. To the extent the respondents are headquartered outside of Ontario, Toronto is a materially more convenient travel destination than Ottawa. Potential witnesses are located in Toronto. The respondents' legal counsel are located in Toronto, Ontario. As such, the respondents request that the hearing take place in Toronto, Ontario.

DATED AT Toronto, this 12th day of March 2018.



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