
NOTICE OF CLASS ACTION AUTHORIZATION AND SETTLEMENT APPROVAL HEARING

Class Action Regarding the Purchase of “Event Ticket Protector” insurance on Ticketmaster Canada platforms between August 2, 2019, and March 31st, 2023

A settlement (the “**Settlement**”) has been reached, subject to Court approval, in file number 500-06-001215-231 of the Superior Court of Quebec (the “**Class Action**”) between the representative plaintiff (the “**Plaintiff**”) and TICKETMASTER CANADA LP, TICKETMASTER CANADA HOLDINGS ULC, TICKETMASTER CANADA ULC, TICKETMASTER LLC (together, « **Ticketmaster** »), AZGA INSURANCE AGENCY CANADA LTD. and AZGA SERVICE CANADA INC. (together, « **AZGA** ») and CUMIS GENERAL INSURANCE COMPANY (the “**Defendants**”) in the class action instituted with respect to the sale of “Ticket Event Protector” insurance on Ticketmaster platforms (the “**Insurance**”) between between August 2, 2019 and March 31st, 2023 (“**Class Period**”). Plaintiff alleged that the Defendants acted in violation of the *Consumer Protection Act*, CQLR, c. P-40.1 (the “**CPA**”) and the *Competition Act* (R.S.C., c. C-34) (“**CA**”) in the manner that the price of the Insurance was presented on Ticketmaster’s websites and mobile applications.

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

To opt out of the Settlement, you must complete and sign an Opt Out Form, and deliver it to the Clerk of the Superior Court of Quebec **before March 4, 2024**, as described in more detail below.

BASIC INFORMATION

Why have I received this email?
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You are receiving this email because you purchased the Insurance during the Class Period using one of the Ticketmaster’s websites or mobile applications and using this email address, and provided a billing address in the Province of Québec.

The purpose of this notice is to inform you that the Plaintiff and the Defendants have reached a Settlement putting an end to the Class Action. Both parties believe that the Settlement is the best solution to dispose of the dispute fairly and equitably and in the best interests of those involved. 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 Settlement. You may attend the hearing which will take place on **March 12, 2024, at 9:30 a.m in room 2.08** of the Montréal Court House, located at 1 Notre-Dame Street East in Montréal (the “**Hearing**”).

What was the purpose of the Class Action?
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According to the Plaintiff, the Defendants contravened the CPA and the CA in the manner they disclose the price of the Insurance, which is sold by AZGA (Allianz) on the website and mobile application of Ticketmaster, and underwritten by CUMIS. These allegations have not been proven in Court and are contested by the Defendants, whose position is that they have complied at all times with all applicable legislation.

Who are the Settlement Class members?
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You are eligible to receive benefits under the Settlement Agreement if you are a Settlement Class member.

You are a Settlement Class member if you purchased the Insurance using the website or mobile application of Ticketmaster at any time in the Class Period and provided a billing address in the Province of Québec.

If you are a Settlement Class member, you are eligible to receive a compensation, as described below. You must file a claim in order to receive it, only after the Court approves the Settlement and a subsequent notice is sent informing you of the deadlines to do so.

SETTLEMENT SUMMARY

What does the Settlement provide for?
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Each Settlement Class Member will receive compensation in an amount not to exceed the amount they paid as premium for the Insurance (less any refunds), provided that they certify that, at the time of purchase, they did not understand that they would be charged an amount for the Insurance in addition to the amount paid for the tickets purchased. Additional terms and conditions are set out in the Settlement Agreement.

The Defendants have also agreed to make a change to their online process related to the sale of the Insurance. In particular, the total price of the Insurance (adjusted according to the number of ticket(s) purchased) is stated even more prominently in the offer, and a clear indication that the Insurance is billed separately from the tickets has been added to the transaction summary for ticket purchases.

Each Settlement Class member, whether they file a claim or not, will provide a full and complete release of their claims against the Defendants, including any claims which they may have now or in the future in relation to the practice changes agreed by the Defendants as part of the Settlement. The Settlement Agreement does not constitute an admission of liability by the Defendants, who have agreed to settle only for the purpose of avoiding a trial and the additional costs and expenses related thereto.

The Settlement also provides that Class Counsel will seek Court approval of its Class Counsel fees and expenses of CA\$990,000, plus taxes and disbursements and expenses in the amount of \$14,037.10 plus taxes. This amount is to paid on top of the credit offered to Settlement Class members.

OPTING OUT

If you are member of the Settlement Class and for any reason whatsoever you do not wish to be bound by this Settlement, you must take steps to opt out of the Settlement Class. Opting out will result in your exclusion from the Settlement. Any Class member who has commenced (prior to the expiration of the deadline to opt out) an action having the same subject matter as the Class Action is deemed to have opted out of the Class if they (a) do not discontinue that court action before the expiration of the deadline to opt out or, (b) have settled that action, or (c) have had an opportunity to have that action heard and adjudicated in a court of law.

What happens if I opt out of the Settlement?

If you opt out:

1. You will not receive any benefits under the Settlement;

2. You will not be bound by the Class Action and may be able to exercise any valid rights of action; and,
3. You will not be able to object to this Settlement.

What happens if I do not opt out of the Settlement?
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If you are a member of the Settlement Class and you do not opt out:

1. You are eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own personal legal action against the Defendants; and,
4. You will be able to object to the Settlement or comment on it.

If you are a member of the Settlement Class and you do not opt out and the Settlement is approved, you give up the right to take personal legal action against the Defendants with regard to the manner they disclose the price of the Insurance on Ticketmaster's website and mobile applications.

How can I opt out of the Settlement?

To opt out, you must complete and sign an Opt Out Form, and deliver it to **LPC Avocats at jzukran@lpclex.com** or the Clerk of the Superior Court of Quebec **before March 4, 2024** at the following address:

Clerk of the Superior Court of Quebec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montréal, Québec H2Y 1B5

The Opt Out Form is available on the Settlement website:
<http://www.eventinsuranceSettlementqc.com/>

Opt Out Forms received after March 4, 2024 will not be honored and you will be bound by the terms of the Settlement Agreement, including the Release provision.

OBJECTING TO THE SETTLEMENT OR COMMENTING ON IT

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

How can I advise the Court that I do not agree with this Settlement?

To present your objection to the Court or comment on the Settlement, you must send a document to Class Counsel at the address set out below at least fifteen (15) days before the Hearing. Your document must contain the following information:

1. The style of cause and docket number of the Class Action: *Trudelle v. Ticketmaster Canada LP et al.* S.C.M. 500-06-001215-231;
2. Your full name and current address, telephone number and email address;
3. The e-mail address associated with your Ticketmaster account;
4. The grounds for your objection to the Settlement or the comments you wish to make about it.

Do I need a lawyer in order to object to or comment on the Settlement?

No. You can object to the Settlement or comment on it 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 or comment on it and it is approved, will I still be eligible for a credit?

Yes. If, despite your objection or comments, the Settlement is still approved, you can still receive compensation pursuant to the Settlement if you are eligible.

INTERVENING IN THE CLASS ACTION

A member of the Class may seek authorization from the Court to intervene if the intervention is considered helpful to the Class. A member who intervenes is required to submit to a pre-trial examination at the request of the Defendants. A Class member who does not intervene may not be subject to a pre-trial examination unless the Court considers that it would be useful for its determination of the issues of law or fact to be dealt with collectively.

A member of the Class other than the Representative or an Intervenor may not be required to pay the legal costs arising from the class action.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement Agreement and its schedules, including the Opt Out Form, please go to the following website:

- Settlement website: <http://www.eventinsurancesettlementqc.com/>

You may also contact Class Counsel:

Mtre. Joey Zukran
LPC AVOCATS
276 Saint-Jacques Street, Suite 801
Montréal, Québec H2Y 1N3
jzukran@lpclex.com

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

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