

**STATE OF CONNECTICUT
OFFICE OF THE ATTORNEY GENERAL**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Connecticut Attorney General (“Attorney General”) and TicketNetwork, Inc. (hereinafter referred to as “TicketNetwork”; collectively, with the Attorney General, the “Parties”) to resolve the Attorney General’s allegations that TicketNetwork’s privacy notice, and the mechanisms set forth in that notice for submitting consumer rights requests, were not in compliance with the Connecticut Data Privacy Act, Conn. Gen. Stat. § 42-515, *et seq.* (“CTDPA”) (the “Facial Deficiencies”).

In consideration of their mutual agreements to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

INTRODUCTION AND PARTIES

1. This Assurance constitutes a good faith settlement between TicketNetwork and the Attorney General of claims related to the Facial Deficiencies.
2. The Attorney General is the chief legal officer for the State of Connecticut. The Attorney General has exclusive authority to enforce violations of the CTDPA.
3. TicketNetwork is an online marketplace for buyers and sellers of tickets to live entertainment events. It is a privately held corporation headquartered at 75 Gerber Road East, South Windsor, CT 06074.

FINDINGS

4. On November 9, 2023, the Attorney General sent TicketNetwork a cure notice pursuant to Section 42-525(b)(1) (“Cure Notice”) identifying certain facial deficiencies in its’

public-facing privacy notice, including that TicketNetwork had failed to include any mention of the CTDPA and gave the misimpression that many important data rights were exclusive to California residents.

5. The Attorney General also raised concerns that the privacy notice was presented in small font and large block paragraphs that were indistinguishably included within one webpage that included all of TicketNetwork legal policy disclosures. The Attorney General contended that such formatting created an unnecessary challenge for consumers to understand their data privacy rights and how to exercise them.

6. On December 31, 2023, TicketNetwork responded to the Attorney General's Cure Notice stating that it had made changes to its privacy notice to bring it into compliance with the CTDPA. However, upon review, the Attorney General maintained that several deficiencies remained. These included:

- a. The privacy notice was still written in small font, used large block paragraphs, and was indistinguishably included within one webpage that contained unrelated legal policy disclosures;
- b. In a section added to the privacy notice entitled "U.S. State Specific Laws," the privacy notice failed to identify the right to correct inaccuracies and the right to opt-out of targeted advertising – two important consumer rights under the CTDPA;
- c. The privacy notice contained no reference to a consumer's right to appeal or the means to exercise such an appeal as required by the CTDPA;

- d. TicketNetwork limited its disclosures regarding what data it collects to a 12 month period, when no such limitation exists under the CTDPA;
- e. TicketNetwork limited a consumer's right to receive disclosures to a 12-month period preceding the receipt of the request, when no such limitation exists under the CTDPA;
- f. TicketNetwork limited the number of rights requests a consumer could submit in a given year, when no such limitation exists under the CTDPA; and
- g. The privacy notice still stated that certain consumer rights were limited to California residents by, for example, providing consumers with a California-specific e-mail address to exercise their rights (californiaconsumerrights@mytickettracker.com).

7. On February 1, 2024, the Attorney General sent a follow-up letter to TicketNetwork identifying these deficiencies and requesting a response by March 1, 2024. The Attorney General received no response from TicketNetwork.

8. On March 12, 2024, the Attorney General followed-up with TicketNetwork asking when it would receive a response. The Attorney General received no response from TicketNetwork.

9. On April 16, 2024, the Attorney General followed-up again with TicketNetwork asking when it would receive a response. Later that day, TicketNetwork responded by providing a link to its updated privacy notice and stating that it had made edits to update its privacy notice to comply with the CTDPA.

10. However, upon review of the updated privacy notice, the same deficiencies remained. Further, the Attorney General identified additional alleged deficiencies, including that the hyperlink to opt-out of the sale of personal data – a mechanism required under the CTDPA – was not operational.

11. On June 17, 2024, the Attorney General sent a second follow-up letter to TicketNetwork highlighting these alleged deficiencies and requesting a response by July 2, 2024.

12. On June 24, 2024, TicketNetwork responded that it was updating its privacy notice to address the deficiencies asserted by the Attorney General. TicketNetwork asked for an extension until July 31, 2024 to remedy these deficiencies. The Attorney General declined to grant the extension.

13. Under the CTDPA, TicketNetwork had sixty (60) days from the date it was first notified of the deficiencies by the Attorney General to cure those deficiencies. The Attorney General maintains that TicketNetwork failed to do so within the 60-day cure period.

14. In November and December 2024, TicketNetwork engaged in further efforts to address all remaining concerns of the Attorney General regarding its compliance with the CTDPA.

APPLICATION

15. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to TicketNetwork, its affiliates, subsidiaries, successors and assigns, and its officers and employees.

INJUNCTIVE PROVISIONS

A. GENERAL COMPLIANCE

16. TicketNetwork shall comply with the CTDPA. In particular, TicketNetwork shall:

- a. Provide Connecticut consumers with the consumer rights afforded under Conn. Gen. Stat. § 42-518;
- b. Provide Connecticut consumers with a reasonably accessible, clear and meaningful privacy notice, as required under Conn. Gen. Stat. § 42-520(c), that includes:
 - i. the categories of personal data processed by TicketNetwork;
 - ii. the purpose(s) for processing personal data;
 - iii. how consumers may exercise their consumer rights, including how a consumer may appeal TicketNetwork's decision with regard to the consumer's request;
 - iv. the categories of personal data that TicketNetwork shares with third parties, if any;
 - v. the categories of third parties, if any, with which TicketNetwork shares personal data; and
 - vi. an active electronic mail address or other online mechanism that the consumer may use to contact TicketNetwork.
- c. Provide Connecticut consumers with one or more secure and reliable means to submit a request to exercise their rights, including providing a clear and conspicuous hyperlink on TicketNetwork's website to enable consumers to opt-out of the targeted advertising and/or sale of their data, as required under Conn. Gen. Stat. § 42-520(e).

17. Further, TicketNetwork shall not publish a privacy notice that:
 - a. uses large blocks of text that consumers are unlikely to read;
 - b. uses small font that is difficult to read;
 - c. uses unnecessarily complicated language, including legal or technical jargon;
 - d. uses mechanisms that make it difficult for a consumer to exercise their consumer rights, such as by requiring unnecessary steps or by using confusing interfaces or forms.

B. REVIEW AND REPORTING REQUIREMENTS TO THE ATTORNEY GENERAL

18. TicketNetwork shall regularly review and revise its public-facing privacy notice to reflect TicketNetwork's data collection and processing activities. This review shall be conducted on at least an annual basis and upon any material change to its privacy practices.

19. Within one hundred and eighty (180) days of the date TicketNetwork signs the Assurance, TicketNetwork shall provide a report to the Attorney General documenting the consumer rights requests it receives from Connecticut consumers during that one hundred and eight (180) day period. For each category of request (e.g., right to access, right to delete), TicketNetwork shall identify:

- a. the number of requests received;
- b. the mode by which they were received (e.g., by e-mail);
- c. the average length of time taken to complete the requests;
- d. whether the requests were fulfilled or rejected and, if rejected, the reason for the rejection;

- e. the number of appeal requests received;
- f. the average length of time taken to respond to the appeals; and
- g. whether the appeal requests were granted or denied and, if denied, the reason for the denial.

20. After issuing the report required under Paragraph 19, TicketNetwork shall continue to regularly document the consumer rights requests it receives pursuant to the CTDPA. TicketNetwork shall make the information listed in Paragraph 19 available to the Attorney General upon request. If TicketNetwork cannot comply with the requested deadline, TicketNetwork shall identify the reason(s) why it cannot comply and provide a date certain by which it will comply that is no later than thirty (30) days after the requested deadline.

PAYMENT TO THE STATE

21. TicketNetwork shall pay \$85,000.00 to the Attorney General. Payment shall be made no later than thirty (30) days after execution of this Assurance. Said payment may be used by the Attorney General for such purposes that may include, but are not limited to, being placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid/restitution fund or revolving fund, used to defray costs of the inquiry leading hereto, or for attorneys' fees and other costs of investigation, or for other uses permitted by state law, at the sole discretion of the Attorney General.

GENERAL PROVISIONS

22. This Assurance is not intended for use by any of the parties or any third party in any other proceeding and is not an admission of wrongdoing or liability by TicketNetwork.

23. This Assurance contains representations made to the Attorney General by TicketNetwork in support of the Attorney General's own factual investigation as set forth herein. If any material representations by TicketNetwork are later found to be inaccurate or misleading, this Assurance is voidable by the Attorney General.

24. TicketNetwork acknowledges that any violation of this Assurance may result in enforcement action by the Attorney General and that this Assurance may be used as evidence in any enforcement action by the Attorney General.

25. Nothing in this Assurance shall be construed to limit the authority or ability of the Attorney General to protect the interests of the State. This Assurance shall not bar the Attorney General or any other governmental entity from enforcing laws, regulations, or rules against TicketNetwork for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing in this Assurance shall be construed to limit the ability of the Attorney General to enforce the obligations that TicketNetwork has under this Assurance.

26. The Parties understand and agree that this Assurance shall not be construed as an approval or a sanction by the Attorney General of TicketNetwork's business practices, nor shall TicketNetwork represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorney General to take any action in response to any information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

27. Nothing in this Assurance shall be construed as relieving TicketNetwork of the obligation to comply with all applicable state and federal laws, regulations, and rules, nor shall

any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

28. TicketNetwork shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. TicketNetwork shall not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Assurance.

29. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

30. The undersigned TicketNetwork representative states that he/she is authorized to enter into and execute this Assurance on behalf of TicketNetwork and, further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance.

31. This Assurance shall not be construed to waive any claims of sovereign immunity the State may have in any action or proceeding.

32. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and

enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

33. The parties agree that amendments/modifications to the terms of this Assurance, if any, shall be in writing and signed by a representative of each party.

34. Any notices or other required documents required to be sent to the Attorney General or TicketNetwork under this Assurance shall be satisfied by sending notice to:

For the Attorney General:

Michele S. Lucan
Deputy Associate Attorney General/Chief of the Privacy Section

Laura J. Martella
Jordan Levin
Assistant Attorneys General

Privacy and Data Security Section
Office of the Attorney General
165 Capitol Avenue
Hartford, Connecticut 06106
michele.lucan@ct.gov
laura.martella@ct.gov
jordan.levin@ct.gov

For TicketNetwork:

Edward J. Heath, Esq.
Robinson & Cole LLP
One State Street
Hartford, Connecticut 06103
eheath@rc.com

All notices or other documents to be provided under this Assurance shall be sent by United States mail, certified mail return receipt requested. Any Party may update its address by sending written

notice to the other party. A Party may update its designee or address by sending written notice to the other Party informing them of the change.

On behalf of TicketNetwork, Inc.:

Christopher Hummer

Christopher Hummer
Chief Financial Officer

Date: May 29, 2025

On behalf of the State of Connecticut:

WILLIAM TONG
Connecticut Attorney General

By:  _____ Date: 06/03/25
Michele S. Lucan
Deputy Associate Attorney General/Chief of the Privacy Section

Laura J. Martella
Jordan Levin
Assistant Attorneys General
Privacy and Data Security Section
Office of the Attorney General
165 Capitol Avenue
Hartford, Connecticut 06106