

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

Case No. 1:24-cv-3973-AS

LIVE NATION ENTERTAINMENT, INC.
and TICKETMASTER L.L.C.,

Defendants.

PROPOSED FINAL JUDGMENT

WHEREAS, Plaintiff, United States of America, along with the Attorneys General of Arkansas, Iowa, Mississippi, Nebraska, Oklahoma, and South Dakota (collectively, the “Settling States”), filed their Amended Complaint on August 30, 2024 (“Amended Complaint”);

AND WHEREAS, the United States, the Settling States, and Defendants, Live Nation Entertainment, Inc. and Ticketmaster L.L.C., consent to entry of this Final Judgment;

AND WHEREAS, Defendants agree to undertake the obligations and obey the prohibitions described in this Final Judgment to remedy the loss of competition alleged in the Amended Complaint;

AND WHEREAS, Defendants represent that the relief required by this Final Judgment can and will be made and that Defendants will not later raise a claim of hardship or difficulty as grounds for asking the Court to modify any provision of this Final Judgment;

NOW THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:

I. Jurisdiction

The Court has jurisdiction over the subject matter of, and each of the parties to, this action. The Amended Complaint states a claim upon which relief may be granted against Defendants under Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1-2) and the state laws identified in the Amended Complaint that correspond to claims brought by the Settling States.

II. Definitions

As used in this Final Judgment:

A. “Live Nation” means Defendant Live Nation Entertainment Inc., a Delaware corporation with its headquarters in Beverly Hills, California, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, in each instance if controlled by Live Nation Entertainment, Inc., and their directors, officers, managers, agents, and employees, except for those entities listed on Schedule A attached hereto, so long as Defendants lack operational and management control over those entities and do not exercise their influence over, or otherwise use, those entities to engage in conduct prohibited by this Final Judgment.

B. “Ticketmaster” means Defendant Ticketmaster L.L.C., a Virginia limited liability company with its headquarters in Beverly Hills, CA, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, in each instance if controlled by Ticketmaster L.L.C., and their directors, officers, managers, agents, and employees.

C. “Amphitheater” means an outdoor Venue that typically has a lawn with general admission seating, and is (1) a Major Concert Venue that is identified as an “amphitheater” on Schedule B attached hereto (but solely for so long as such Venue remains a “Major Concert

Venue” as defined herein), or (2) a Venue not listed on Schedule B but that is or becomes a Major Concert Venue as defined in Section II.N.

D. “API” means an application programming interface.

E. “Artist” means any creator or performer of live entertainment content, including concert, comedy, theatrical, or family entertainment content.

F. “Client Ticketing Data” means the following data relating to a ticketing client’s events: on-sale dates for a client’s events, the number of tickets sold, location or type of tickets sold, ticket prices (including all fees charged and the amount of such fees), sales proceeds, marketing and promotions results, ticket purchaser/ticket holder information, and inventory status of any particular ticket. “Client Ticketing Data” does not include data that: (1) is collected through other means (e.g., website visitor tracking, user group surveys, public sources); or (2) is made public by someone other than Defendants and Defendants’ agents.

G. “Condition” or “Conditioning” means to explicitly or practically require buyers to purchase or use one product or service if they want to purchase or use a second product or service. In addition to explicit Conditioning, Conditioning can also occur if, due to the seller’s pricing, policies, or other conduct, it is unreasonably difficult, costly, or economically infeasible to purchase the desired product or service alone.

H. “Content Steering” means, with respect to concert promotion or booking, any decision, conduct, or action that requires, encourages, prohibits, or discourages an Artist to perform at a particular Venue based on the identity of a Primary Ticketing Services provider of such Venue or the revenue that Defendants receive by virtue of being a Primary Ticketing Services provider of such Venue. For clarity, “Content Steering” does not include (1) truthful and non-misleading discussions with an Artist about the capabilities of the Primary Ticketing

Services provider(s) of such Venue and how that might affect the Artist's interests, or (2) decisions made in the ordinary course of business based on commercial considerations other than the identity of the Primary Ticketing Services provider(s) or the revenue Defendants receive by virtue of being the Primary Ticketing Services provider, including scheduling, demand, production requirements, or other non-prohibited economic factors.

I. "Eligible Primary Ticketing Services Provider" means a Person that either (1) is engaged in the sale of primary tickets for Live Entertainment Events at Venues in the United States through a Primary Marketplace as an established ongoing business (independent of any primary tickets received as part of Ticketmaster's non-exclusivity under this Final Judgment), or (2) has demonstrated or can demonstrate the ability to fully provide Primary Ticketing Services for Major Concert Venues in the United States by offering both a Primary Marketplace and a Primary Ticketing Back-End. Any Person that qualifies under Clause (1) of this definition and also operates a secondary ticket sales business can remain qualified under Clause (1) only if it (a) maintains and reasonably enforces a policy prohibiting speculative ticket sales (including but not limited to the listing, offering for sale, or sale of tickets that the seller does not own, control, or have been contractually allocated at the time of listing, and including a firmly enforced prohibition on the sale of any tickets prior to a material pre-sale or on-sale); (b) follows bona fide artist, team, or other content owner requests to limit resale to face value (or other pricing restrictions), geofence sales, or otherwise adhere to content owner requests for secondary ticket sales on designated events; (c) requires ticket sellers to disclose their identities to the marketplace operator; and (d) prohibits ticket listings without specific section, row and seat quantity, or other indicia that the tickets are genuine. Any disputes as to whether a Primary

Ticketing Services provider qualifies as an Eligible Primary Ticketing Services Provider will be resolved by the process set forth in Section IV.E.

J. “Exempted Employee” means any employee of Defendants who is not a Firewall Employee, including: (1) any senior corporate officer, director, or manager with responsibilities that include oversight of Defendants’ provision of Primary Ticketing Services; and (2) any employee whose primary responsibilities solely include accounting, human resources, legal, information systems, and/or finance.

K. “Firewall Employee” means any employee of Defendants whose principal job responsibility involves the operation or day-to-day management of Defendants’ Venues, concert promotions, or Artist management services.

L. “Including” means including, but not limited to.

M. “Live Entertainment Event” means an event (other than a multi-day multi-Artist festival or similar event) where an Artist performs in a Venue and for which tickets are sold to the public. References herein to the “provision of” or “providing” Live Entertainment Events means to supply one or more Live Entertainment Events and/or the services reasonably necessary to plan, promote, market, and settle one or more Live Entertainment Events, such as concert promotion services, but specifically excludes the provision of Primary Ticketing Services, Venue management services, and/or tour stage/set design and construction services.

N. “Major Concert Venue” means (1) each of the Venues set forth on Schedule B attached hereto, and (2) any other Amphitheater or arena located in the United States that has a Live Entertainment Event sellable capacity of 8,000 or more and (a) hosted ten or more Live Entertainment Events in any calendar year from 2024 through the term of this Final Judgment or (b) is new and forecasts hosting ten or more Live Entertainment Events in an upcoming calendar

year. Any Venue added to this definition pursuant to subclause (2) of this Section will be deemed a “Major Concert Venue” solely on a prospective basis in connection with new contracts entered into after the end of the immediately preceding calendar year. Notwithstanding the foregoing or anything to the contrary in this Final Judgment, if a particular Venue undergoes a structural or systemic operational change that reduces its Live Entertainment Event sellable capacity to fewer than 8,000 people or no longer regularly operates as an Amphitheater or arena that hosts Live Entertainment Events on a consistent basis, then such Venue will not be considered a “Major Concert Venue” for purposes of the next calendar year.

O. “Management” means all directors and officers of Defendants, or any other employee with management or supervisory responsibilities for Defendants’ business or operations related to negotiating the provision of Primary Ticketing Services or the provision of Live Entertainment Events.

P. “Nondiscriminatory Calendar Procedures” means the procedures that govern requesting, holding, and challenging dates for Live Entertainment Events on the Venue’s booking calendar that apply generally to Promoters on a nondiscriminatory basis (i.e., without regard to whether any given Promoter is owned or operated by, or otherwise affiliated with, Defendants) and include, at minimum, the following principles: (1) equal application to all Promoters, including Live Nation and third-party Promoters; (2) assignment of hold positions based on the order in which complete booking requests are received; (3) a challenge process by which any date holder may require priority-position holders to either confirm their booking with a binding commitment or release the date; and (4) standardized confirmation requirements, including execution of a license agreement, receipt of the required deposit, and written confirmation.

Q. “Oak View Group” means Oak View Group LLC, a Delaware limited liability company with its headquarters in Denver, Colorado, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

R. “Person” or “Persons” means any natural person, corporate entity, partnership, association, joint venture, or trust, including corporations and associations existing under or authorized by the laws of the United States, the laws of any State, or the laws of any foreign country.

S. “Preferred Booking Agreement” means an agreement or understanding between a Venue and Live Nation that grants Live Nation any Preferred Booking Rights. “Preferred Booking Agreement” does not include: (1) agreements or understandings between a Venue and Live Nation that engage Live Nation to book such Venue and to administer, but not control, such Venue’s booking calendar so long as the agreement does not include any Preferred Booking Rights; (2) operating leases, subleases, or similar agreements between a Venue and Live Nation that grant Live Nation the right to operate the Venue; or (3) agreements between Live Nation and a third-party Promoter pursuant to which the third-party Promoter sublicenses or otherwise grants to Live Nation the right to book and/or promote only a portion of the Live Entertainment Events at the Venue, so long as Live Nation promotes less than 50% of the total number of Live Entertainment Events that are held at the applicable Venue in a calendar year.

T. “Preferred Booking Rights” means rights that grant: (1) preferred access to certain dates for booking and/or promotion of Live Entertainment Events at the Venue not otherwise generally available to Promoters, other than in accordance with Nondiscriminatory Calendar Procedures; (2) the exclusive right to book and/or promote all, or a specified number of, Live

Entertainment Events at the Venue; (3) co-promotion rights that require third party Promoters to co-promote Live Entertainment Events at the Venue with Live Nation; (4) booking rights of first refusal for dates at the Venue; (5) most-favored nation booking or promotion rights at the Venue; and (6) rebates to Live Nation for shows promoted by third parties. For clarity, “Preferred Booking Rights” do not include incentives by a Venue to encourage the achievement of financial thresholds or show volume from a Promoter or to re-coup prepayments or other guaranteed financial commitments made by the Promoter to the Venue.

U. “Primary Marketplace” means a technology or distribution platform for making the initial distribution of tickets. For clarity, “Primary Marketplace” does not include technology or distribution platforms that lack the ability to fulfill the responsibilities of a merchant of record, as described in Section IV.A.

V. “Primary Ticketing Back-End” means the collection of software, technology, and/or platform services provided to, and used by or on behalf of, Major Concert Venues for the following functions related to the ticketing of Live Entertainment Events: (1) event and inventory configuration; (2) manifest, seat map, inventory, holds, and exclusive allocation controls; (3) barcode/token generation; (4) secure rendering support; (5) ticket-validity and entry-control validation; (6) entry scan validation; (7) maintenance of operational/audit logs necessary to support allocation, token issuance, and scanning; and (8) providing data feeds, APIs, and reporting related to event details, inventory status, entry scans, and other relevant and applicable data points.

W. Primary Ticketing Services means the provision of a Primary Ticketing Back-End, or a Primary Marketplace, or both.

X. “Promoter” means a Person (other than an Artist and its managers and/or agents) that generally bears the potential financial risk and gain of presenting Live Entertainment Events and assists with the planning and production of Live Entertainment Events, such as by working with Artists (and the Artist’s managers and/or agents) to construct a tour, negotiate with and select Venue(s) at which to perform, determine ticket prices and distribution strategy, advertise or publicize the show or tour to the public, and/or organize staffing or logistics for the Artist’s team.

Y. “Relevant Employees” means Defendants’ employees with responsibility for Primary Ticketing Services or Live Entertainment Events.

Z. “Retaliate” or “Retaliating” means refusing to provide Live Entertainment Events to a Venue, or providing Live Entertainment Events to a Venue on less favorable terms, because the Venue has contracted or is contemplating contracting with a company other than Defendants for Primary Ticketing Services. “Retaliate” does not mean: (1) truthful and non-misleading discussions with an Artist about the capabilities of the Primary Ticketing Services provider(s) of such Venue and how that might affect the Artist’s interests, (2) actions taken at the independent direction of an Artist or an Artist’s managers or agents, or (3) other decisions made in the ordinary course of business based on commercial considerations other than the identity of the Primary Ticketing Services provider(s) or the revenue Defendants receive by virtue of being the Primary Ticketing Services provider, including scheduling, demand, production requirements, or other non-prohibited economic factors.

AA. “Ticket Service Fees” means all service charges retained (in whole or part) by the Primary Ticketing Services provider, shipping and handling fees, and order processing fees. “Ticket Service Fees” do not include Venue or facility fees, credit card fees and other payment processing fees, and fees charged in connection with any optional add-ons (e.g., insurance,

payment installment plan fees, merchandise, and any other service or product not required for the purchase of a primary ticket).

BB. “Ticketmaster Back-End” means the full suite of Ticketmaster software, technology, and/or platform services used by or on behalf of Venues for functions related to the ticketing of Live Entertainment Events such as: (1) event and inventory configuration; (2) manifest, seat map, inventory, holds, and exclusive allocation controls; (3) third-party Primary Ticketing Services provider authorization and credentialing; (4) APIs, feeds, queues, or other mechanisms for third-party Primary Ticketing Services providers to retrieve allocated inventory; (5) validation of third-party ticketing service provider sale requests; (6) barcode/token generation; (7) secure rendering support; (8) ticket-validity and entry-control validation; (9) entry scan validation; (10) maintenance of operational/audit logs necessary to support allocation, token issuance, and scanning; and (11) providing data feeds, APIs, and reporting related to event details, inventory status, entry scans, and other relevant and applicable data points. For clarity, Ticketmaster Marketplace is distinct from and not included in Ticketmaster Back-End, and together, Ticketmaster Marketplace and Ticketmaster Back-End make up Ticketmaster’s Primary Ticketing Services business.

CC. “Ticketmaster Marketplace” means all products, services, features, and capabilities of Ticketmaster that are not part of Ticketmaster Back-End, including Ticketmaster’s technology and distribution platform used to market and sell primary tickets to Live Entertainment Events to consumers.

DD. “Venue” means any building or physical space located in the United States that hosts Live Entertainment Events and any owner, operator, or manager of that building or physical space.

III. Applicability

This Final Judgment applies to Live Nation and Ticketmaster, as defined above, and all other Persons in active concert or participation with any Defendant who receive actual notice of this Final Judgment.

IV. Ticketing

A. Ticketmaster must develop and provide an open distribution and ticket authentication system that enables any Major Concert Venue using Ticketmaster Back-End to distribute primary tickets using any Eligible Primary Ticketing Services Provider(s) chosen by such Major Concert Venue. Such open distribution and ticket authentication system must have Ticketmaster remain responsible for the various functions that constitute the Ticketmaster Back-End. Such system must permit Eligible Primary Ticketing Services Providers to be sufficiently integrated into the Ticketmaster Back-End so that, once a Major Concert Venue has allocated tickets to an Eligible Primary Ticketing Services Provider, such Eligible Primary Ticketing Services Provider is able to utilize its own technologies to assume the customary responsibilities of a merchant of record, both before and after a Major Concert Venue has allocated tickets to it. The customary responsibilities of a merchant of record to be assumed by such Eligible Primary Ticketing Services Provider include the following:

1. storing and supporting discovery for event listings and providing details thereof;
2. ingesting event and allocated inventory data;
3. configuring the event and allocated seats in such Eligible Primary Ticketing Services Provider's own systems and/or ingesting such

information from another Primary Ticketing Services provider for the Venue;

4. listing allocated tickets in Primary Marketplace(s), managing checkout flows and payment processing, maintaining related order records and customer accounts or sessions, and processing refunds, cancellations, exchanges, chargebacks, and taxes;
5. sales reporting and settlement;
6. requesting, receiving, and rendering barcodes/tokens issued by Ticketmaster Back-End;
7. supporting refunds, cancellations, exchanges, transfer/resale features, and fan support; and
8. collecting and (as appropriate) remitting ticket sales proceeds to the Promoter and/or Venue concerned.

B. The open distribution and ticket authentication system required by Section IV.A must:

1. facilitate the automated transfer of tickets/ticket barcodes for all primary tickets sold using third-party Primary Marketplaces and may not, in connection with any transfer and/or re-sale of tickets purchased through third-party Primary Marketplaces, require ticket purchasers to pay any additional fees or otherwise take materially burdensome or unnecessary additional actions, such as use of a Ticketmaster website, app, or account (provided that Ticketmaster may require Eligible Primary Ticketing Services Providers to pay fees in connection with such transfer and/or re-

sale intended to cover the costs of Ticketmaster Back-End, as verified by the monitor);

2. be fully operational, implemented, and made available as a standalone product to Major Concert Venues within 275 days of entry of this Final Judgment (the “Ticketing Transition Deadline”); and
3. be maintained by Ticketmaster such that it addresses any reasonable deficiencies identified by Defendants, Major Concert Venues, third-party Primary Marketplaces, the monitor, or the United States as necessary to accomplish the purposes of this Final Judgment.

C. Ticketmaster must timely publish and update any documentation or other information necessary for Major Concert Venues or Eligible Primary Ticketing Services Providers to utilize the system described in Section IV.A.

D. Ticketmaster must not use any contractual, pricing, technological, or other means to restrict Major Concert Venues’ choice of Eligible Primary Ticketing Services Providers. Ticketmaster must allow Major Concert Venues to choose to use (1) solely Ticketmaster Back-End (and not any other product or service offered by Defendants, including Ticketmaster Marketplace) or (2) multiple Primary Ticketing Back-End systems.

E. Ticketmaster is not required to integrate with any third-party marketplace that is not an Eligible Primary Ticketing Services Provider. Should Ticketmaster believe that a Major Concert Venue has asked it to integrate with a third-party marketplace that is not an Eligible Primary Ticketing Services Provider, it must immediately inform the monitor, who will promptly determine whether the third-party marketplace is an Eligible Primary Ticketing Services Provider. The monitor’s determination as to whether the third-party marketplace is or is not an

Eligible Primary Ticketing Services Provider will be conclusive, subject to an application by the United States to the Court for a determination that the third-party marketplace is an Eligible Primary Ticketing Services Provider.

F. Ticketmaster must not use any Client Ticketing Data collected via Ticketmaster Back-End from the transfer of tickets on third-party Primary Marketplaces for any purpose, other than in connection with the performance of services by Ticketmaster Back-End.

G. For all Primary Ticketing Services contracts between Ticketmaster and a Major Concert Venue in effect as of the date of the entry of this Final Judgment, any and all contract terms that renew the contract or extend its term automatically are hereby waived and unenforceable. Ticketmaster must provide written notice of this provision to every Major Concert Venue to which it applies, in a form to be approved by the United States in its sole discretion, within 30 calendar days of entry of this Final Judgment. The United States may, in its sole discretion, grant Defendants additional time.

H. No later than the Ticketing Transition Deadline, Ticketmaster must waive any exclusive Primary Marketplace ticketing requirements of any contract then in effect between a Major Concert Venue and Ticketmaster to allow the Major Concert Venue to use the Primary Marketplace of any other Eligible Primary Ticketing Services Provider for one Live Entertainment Event per year during each year remaining in its contract with Ticketmaster. The Major Concert Venue has the sole discretion to choose the events. Ticketmaster may not seek payment from any Major Concert Venue in connection with the Major Concert Venue's exercise of this provision. Ticketmaster must provide notice of this provision to every Major Concert Venue to which it is applicable in a form to be approved by the United States in its sole discretion.

I. For any contract between Ticketmaster and any Major Concert Venue that, as of the entry of this Final Judgment, has at least four years remaining on its term (excluding any renewal or automatic extension terms that are waived in accordance with Section IV.G), Ticketmaster must, no later than the Ticketing Transition Deadline and on each one-year anniversary of the entry of the Final Judgment (until such point that fewer than four years remain on any such contract), provide that Venue the option to sell or distribute up to 20% of fee-bearing primary ticket inventory for Live Entertainment Events otherwise sellable by Ticketmaster through Eligible Primary Ticketing Services Providers for the remainder of the contract term, notwithstanding any exclusivity commitments made to Ticketmaster, provided that:

1. Ticketmaster may require the Venue to agree to a pro rata adjustment to any economic arrangements under such contract or related contract that were associated with exclusivity of Primary Ticketing Services. In the event of irreconcilable disagreements between Ticketmaster and a Venue as to whether particular economic arrangements were associated with exclusivity of Primary Ticketing Services, such dispute will be submitted to the monitor for resolution, and the monitor's resolution will be binding on Defendants. For the avoidance of doubt, such adjustments may be implemented through reductions or offsets to ongoing or future payments or consideration under the contract.
2. Any 20% allocation under this provision must be: (a) 20% of each section or tier, as determined by the Major Concert Venue equitably and in good faith; (b) 20% of Live Entertainment Events each year, with the events selected by the Major Concert Venue equitably and in good faith; or (c) a

combination of (a) and (b) totaling up to 20% of fee-bearing primary ticket inventory for Live Entertainment Events otherwise sellable by Ticketmaster at the applicable Major Concert Venue in that year.

3. Ticketmaster must provide notice of this provision to every Major Concert Venue to which it applies in a form to be approved by the United States in its sole discretion.

J. Upon entry of this Final Judgment, for any Live Entertainment Event at any Amphitheater that Live Nation owns, operates, or controls: (1) the Venue must allow any Promoter or Artist contracting after such date to present a Live Entertainment Event in such Venue to sell and distribute up to 50% of the fee-bearing primary ticket inventory for each section or tier in the Venue through the Primary Marketplace of any Eligible Primary Ticketing Services Provider that the Promoter or Artist chooses, without Ticketmaster charging any Ticket Service Fees on such tickets when sold through third-party Eligible Primary Ticketing Services Providers; and (2) on tickets it sells, Ticketmaster must not charge Ticket Service Fees that exceed 15% of the ticket face value. Ticketmaster may require third-party ticketing services providers to pay fees in connection with the distribution of tickets under this Section intended to cover the costs of Ticketmaster Back-End, as verified by the monitor.

K. Upon entry of this Final Judgment, Ticketmaster must not negotiate nor enter into any Primary Ticketing Services contracts with a Major Concert Venue inconsistent with the following requirements:

1. If Ticketmaster negotiates a Primary Ticketing Services contract with a Major Concert Venue, Ticketmaster must offer such Major Concert Venue the option to choose a fully or partially non-exclusive contract under

which all or a portion of the primary tickets (at the Major Concert Venue's election) are not exclusive to Ticketmaster. Such non-exclusive contracts may not use pricing schemes, pricing tiers, or other provisions that have the practical effect of Primary Ticketing Services exclusivity.

2. If Ticketmaster seeks to offer a fully exclusive contract, such contract may not have a term longer than four years. Any partial-exclusive contract with at least 20% of tickets not exclusive to Ticketmaster is not subject to the four-year maximum term applicable to fully exclusive agreements if
 - (a) the Major Concert Venue, in writing, requests a longer term and/or
 - (b) a competitor submits an offer for a longer term.
3. Ticketmaster will provide notice and a copy of this Final Judgment, in a form to be proposed by Defendants and approved by the United States in its sole discretion, to every Major Concert Venue with whom Ticketmaster discusses or negotiates the provision of any Primary Ticketing Services at the beginning of any such negotiation. The notice will include an explanation of the requirements of Section IV of this Final Judgment, a statement encouraging the Major Concert Venue to contact the Department of Justice and the monitor if they are or become aware of any potential violations of this Final Judgment, and a statement waiving any contractual limitation on what the Major Concert Venue may disclose to the monitor or a government agency as well as any obligation to provide notice to Defendants about any such contacts.

L. Primary Ticketing Services contracts entered into during the term of this Final Judgment between Ticketmaster and a Major Concert Venue (including any renewals or extensions of existing contracts) must not: (a) contain any auto-renewal provisions; or (b) condition any terms on a Venue forgoing a Request for Proposals (“RFP”) process or other competitive bidding process for Primary Ticketing Services.

V. Venue and Promotions

A. Within 30 days of entry of this Final Judgment, unless the United States, in its sole discretion, grants Defendants additional time, Defendants must provide notice to the Venues listed in Table 1 (the “Divestiture Venues”), in a form approved by the United States in its sole discretion, that Defendants are required to, at the Divestiture Venues’ election, do one of the following with respect to any and all contracts that relate to the provision of booking or promotion services and/or control or ownership interests at the Divestiture Venues: (1) terminate such contracts or (2) modify such existing contracts to bring them into compliance with all aspects of Section V.B.1 below on terms agreeable to Defendants and the Divestiture Venue. For avoidance of doubt, nothing herein prevents Defendants from terminating such contracts based on any doctrines excusing or discharging contractual obligations available at law or in equity.

Table 1: Divestiture Venues		
Wharf Amphitheater	Orange Beach	AL
Walmart AMP	Rogers	AR
Ford Idaho Center	Nampa	ID
Maine Savings Amphitheater	Bangor	ME
Pine Knob Music Theatre	Clarkston	MI
Brandon Amphitheater	Brandon	MS
Bethel Woods Center for the Arts	Bethel	NY
Empower FCU Amphitheater at Lakeview	Syracuse	NY
Riverbend Music Center	Cincinnati	OH
Germania Insurance Amphitheater	Austin	TX
Cynthia Woods Mitchell Pavilion	Woodlands	TX
BMO Pavilion	Milwaukee	WI
American Family Insurance Amphitheater	Milwaukee	WI

B. Following termination or modification of all applicable rights under any and all contracts pursuant to Section V.A:

1. Defendants must not enter into any Preferred Booking Agreement with the Divestiture Venues, or otherwise acquire or exercise any form of ownership or control over the Divestiture Venues in any way (including control, but excluding administration without control, of the Divestiture Venues' booking calendar). For the avoidance of doubt, Defendants may not engage in Content Steering with respect to the Divestiture Venues.

2. The owner or operator of any Divestiture Venue will be free to conduct a new ticketing RFP. Any Primary Ticketing Services contract offered by Defendants must conform to the requirements set forth in Section IV.K.

C. Within 30 days of entry of this Final Judgment, at any Amphitheater owned, operated, or controlled by Defendants: (1) Defendants must abide by the Nondiscriminatory Calendar Procedures; (2) Defendants must not refuse an Artist access to such Amphitheater because the Artist has engaged a Promoter other than Defendants; and (3) Defendants must offer rental terms to Artists using a third-party Promoter for such Amphitheater that are, when taken as a whole and accounting for Venue-driven economic considerations (such as day of week, time of year, number of shows, popularity of the Artist, expected onsite revenue from concessions and VIP hospitality, historical performance of the Artist in similar Venues, etc.), at least as favorable as those offered to Artists that use Defendants as their Promoter for such Amphitheater to the extent Defendants control setting such terms at the Amphitheater.

D. Upon entry of this Final Judgment, Defendants must not enter into any Preferred Booking Agreement with a Major Concert Venue.

E. Within 30 days of entry of this Final Judgment, unless the United States, in its sole discretion, grants Defendants additional time, Defendants must provide notice, approved by the United States in its sole discretion, to all Major Concert Venues for which Defendants have a Preferred Booking Agreement that Defendants are required to, at the Venue's election, (1) terminate such Preferred Booking Agreement or (2) modify such Preferred Booking Agreement in a manner that renders the agreement no longer a Preferred Booking Agreement on terms agreeable to Defendants and the Venue.

F. Defendants' Nondiscriminatory Calendar Procedures must be implemented by Live Nation in good faith and set forth in Live Nation's official, published, generally applicable booking calendar management policies, and may be updated by Live Nation provided such updates are consistent with the foregoing principles and other requirements of this Final Judgment and provided to the monitor.

VI. Anti-Conditioning, Anti-Retaliation, Anti-Content Steering, and other Provisions Designed to Promote Competition

A. Defendants must not:

1. Retaliate, in any way, against a Venue because it is known to Defendants that the Venue has contracted or is contemplating contracting with a company other than Defendants for Primary Ticketing Services;
2. Condition or threaten to Condition (including via intermediaries) the provision of Live Entertainment Events to a Venue based on that Venue refraining from contracting with a company other than Defendants for Primary Ticketing Services;
3. Condition or threaten to Condition the provision of Primary Ticketing Services to a Venue based on that Venue refraining from contracting with a company other than Defendants for the provision of Live Entertainment Events; or
4. Engage in Content Steering with respect to Venues.

B. For the avoidance of doubt, the prohibitions set forth in Section VI.A apply to the provision of one or more Live Entertainment Events at Venues. Defendants have waived any argument that the prohibitions set forth in Section VI.A only apply to all Live Entertainment

Events at Venues. For clarity, Plaintiffs need not identify particular Live Entertainment Events that have been withheld in order to prevail on a claim of Retaliation.

C. Prior to opening or obtaining control over any Amphitheater, Defendants must report that fact to the monitor and state whether Defendants believe the Amphitheater is a Major Concert Venue.

D. Defendants must not (1) engage in any conduct materially the same as conduct prohibited by another Section of this Final Judgment or designed to evade any obligation imposed by this Final Judgment; or (2) engage in any conduct that evades or frustrates the purposes of this Final Judgment.

VII. Firewalls

A. Defendants must implement and maintain effective procedures to prevent any Client Ticketing Data from being shared with, disclosed to, or accessible by any Firewall Employee, except as expressly permitted by this Section VII.

B. Defendants may disclose to a Firewall Employee only the Client Ticketing Data that concerns a specific event for which the Firewall Employee is involved in promotion or management of the Artist who will perform or did perform at the event, and only if Defendants do so on the same terms as generally provided to other Promoters or Artist managers not affiliated with Defendants. Defendants may disclose to an Exempted Employee only the Client Ticketing Data required for the Exempted Employee to perform his or her job function(s), provided, however, that such Exempted Employee may not use Client Ticketing Data to perform any job function(s) that primarily involve(s) the day-to-day operation or management of Defendants' businesses related to Venues, concert promotions, or Artist management services. Defendants may disclose Client Ticketing Data to any Defendant employee where so required by

law, government regulation, legal process, or court order, so long as such disclosure is limited to fulfillment of that purpose.

C. Defendants must, within 30 calendar days of the entry of the Stipulation and Order, submit to the United States a compliance plan setting forth in detail the procedures Defendants propose to implement to effect compliance with this Section VII. The United States will inform Defendants within 15 business days of receipt whether, in its sole discretion, the United States approves or rejects Defendants' compliance plan. Within 15 business days of receiving a notice of rejection, Defendants must submit a revised compliance plan. The United States may request that the Court determine whether Defendants' proposed compliance plan fulfills the requirements of this Section VII.

D. At minimum, an effective compliance plan must include, for all Firewall Employees: (1) initial written notice followed by quarterly written reminders; (2) training within 30 days of the date the compliance plan is approved, followed by training on a yearly basis; and (3) provision of written acknowledgment of the obligations of this Section VII within 30 days of the date the compliance plan is approved, followed by acknowledgment on a yearly basis. The form of all written notifications must be approved by the United States in its sole discretion.

E. Defendants must maintain complete records of all written notices, training, employee acknowledgments, and all other efforts made to comply with this Section VII until one year after the expiration of this decree or any enforcement efforts or litigation brought by the United States or any Settling States that implicates this firewall, whichever is later.

VIII. Termination of Agreement with Oak View Group

A. Within 30 calendar days after the Court's entry of the Stipulation and Order, Defendants must terminate the Ticketing Services Incentive Agreement with Oak View Group dated July 1, 2022 ("Oak View Agreement").

B. Within 60 calendar days of entry of this Final Judgment, for any Venue managed by Oak View Group that entered into a contract with Defendants on or after July 1, 2022 (excluding, for clarity, Venues that are owned in whole or part by Oak View Group), Defendants must: (1) disclose the existence and nature of the Oak View Agreement and all payments made to Oak View Group associated with the Oak View Agreement, including the \$20 million payment of July 2022; and (2) at the option of the Venue, allow the Venue to conduct a new RFP process for any contract between the Venue and Defendants, including for Primary Ticketing Services, without penalty. Defendants must provide notice to Venues of the disclosure required by VIII.B.1 and the option to conduct a new RFP process under VIII.B.2 in a form approved by the United States in its sole discretion.

C. To the extent Defendants are required under Section VIII.A to terminate rights to upfront payments or other financial considerations, nothing herein prevents Defendants from asserting any contract law or other claims or remedies to seek a pro rata adjustment to any ongoing or future payments or consideration to reflect the reduced scope of such rights or obligations.

D. Defendants must not enter into any agreement with a Major Concert Venue's agent (including a third-party facility manager or other agent with authority, influence, or involvement regarding decisions to enter into Primary Ticketing Services contracts) that compensates or rewards the agent for converting any of the Major Concert Venue's existing

Primary Ticketing Services contracts into a new Primary Ticketing Services contract with Ticketmaster.

IX. Artist Transparency

A. Upon entry of this Final Judgment, at an Artist's request, Defendants must provide the Artist with all data and information in Defendants' possession, custody, or control about purchasers of tickets for Live Entertainment Events performed by that Artist sold by Ticketmaster (e.g., ticket purchasers, number of tickets sold, location or type of tickets sold, ticket prices, sales proceeds) for such Artist's sole interests, subject to any restrictions, prohibitions, obligations, or other requirements arising under privacy laws applicable to Defendants and any commitments to purchasers of tickets with respect to the use of their data (collectively, "Privacy Obligations"). Defendants must not modify their privacy policies and/or practices in a manner that circumvents or frustrates their obligation described in this Section IX.A. Defendants may provide this information subject to standard privacy protection and a non-disclosure agreement, subject to approval by the United States in its sole discretion. Such non-disclosure agreement will not restrict the Artist's use of this data more than necessary, in the United States' sole discretion, to comply with Defendant's Privacy Obligations and reasonably protect any competitively sensitive information belonging to Defendants, which includes not directly sharing such information with Defendants' competitors or transferring the rights to the information, including to data aggregators.

B. Defendants must provide notice to all Artists for which it maintains data or information covered by Section IX.A, that the information and data described in Section IX.A is available to them upon request, subject to the limitations in Section IX.A. Such notice must be in

a form acceptable to the United States in its sole discretion and must be transmitted to the Artist's manager, counsel, or representative (including of the estate of any deceased Artist).

X. Affidavits

A. Within 30 calendar days of entry of this Final Judgment and every 60 calendar days thereafter until (1) the ticketing distribution enablement required by Section IV of this Final Judgment has been made available to Venues, and (2) the divestiture of the Divestiture Venues required by Section V of this Final Judgment is complete, Defendants must deliver to the United States an affidavit, signed by Live Nation's Chief Financial Officer and Executive Vice President for Corporate and Regulatory Affairs, that describes in reasonable detail all actions that Defendants have taken and all steps that Defendants have implemented to comply with Sections IV and V of this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

B. If a Defendant makes any changes to actions and steps described in affidavits provided pursuant to Section X.A, the Defendant must, within 15 calendar days after any change is implemented, deliver to the United States an affidavit describing those changes.

C. Defendants must keep all records of any efforts made to comply with Section IV until one year after the ticketing distribution enablement required by Section IV has been made available to Venues. Defendants must keep all records of any efforts made to comply with Section V until one year after the Venue divestitures required by Section V of this Final Judgment have been completed.

XI. Appointment of Monitor

A. Upon application of the United States, which Defendants may not oppose, the Court will appoint a monitor selected by the United States in its sole discretion, after consultation

with the Settling States, and approved by the Court. The United States will select the same Person appointed by the Court as monitor pursuant to the Amended Final Judgment in *United States v. Ticketmaster Entertainment Inc. and Live Nation Entertainment Inc.*, No. 10-cv-139 (D.D.C.), unless that Person is unavailable or unable to accomplish the monitor's duties. If that Person is or becomes unavailable or unable to accomplish the monitor's duties, the United States will select and recommend a different monitor in its sole discretion, after consultation with the Settling States, for the Court's approval. Once approved, the court-appointed monitor should be considered by the United States and Defendants to be an arm and representative of the Court.

B. The monitor will have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment and the Stipulation and Order entered by the Court and will have other powers as the Court deems appropriate. The monitor will have no responsibility or obligation for the operation of Defendants' businesses. No attorney-client relationship will be formed between Defendants and the monitor.

C. The monitor will have the authority to take such steps as, in the judgment of the monitor and the United States, may be necessary to accomplish the monitor's responsibilities. The monitor may seek information from Defendants' personnel, including in-house counsel, compliance personnel, and internal auditors. The monitor may require Defendants to produce documents, to submit signed affidavits, and to make employees available to sit for interviews. The monitor may require that such interviews be conducted under oath in the format of a deposition with a court reporter. Defendants must establish a policy, annually communicated to all employees, that employees may disclose any information to the monitor without reprisal for such disclosure. Defendants must not punish or take any adverse action against any employee or third party for disclosing information to the monitor.

D. Defendants may not object to actions taken by the monitor in fulfillment of the monitor's responsibilities under any Order of the Court on any ground other than malfeasance by the monitor. Disagreements between the monitor and Defendants related to the scope of the monitor's responsibilities do not constitute malfeasance. Objections by Defendants must be conveyed in writing to the United States and the monitor within 20 calendar days of the monitor's action that gives rise to Defendants' objection, or the objection is waived.

E. The monitor will serve at the cost and expense of Defendants pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict of interest certifications, approved by the United States in its sole discretion. If the monitor and Defendants are unable to reach such a written agreement within 14 calendar days of the Court's appointment of the monitor, or if the United States, in its sole discretion, declines to approve the proposed written agreement, the United States, in its sole discretion, may take appropriate action, including making a recommendation to the Court, which may set the terms and conditions for the monitor's work, including compensation, costs, and expenses.

F. The monitor may hire, at the cost and expense of Defendants, any agents and consultants, including investment bankers, attorneys, technical experts, and accountants, that are reasonably necessary in the monitor's judgment to assist with the monitor's duties. These agents or consultants will be directed by and solely accountable to the monitor and will serve on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, approved by the United States in its sole discretion. Within three business days of hiring any agents or consultants, the monitor must provide written notice of the hiring and the rate of compensation to Defendants and the United States.

G. The compensation of the monitor and agents or consultants retained by the monitor must be on reasonable and customary terms commensurate with the individuals' experience and responsibilities.

H. The monitor must account for all costs and expenses incurred.

I. Defendants' failure to promptly pay the monitor's accounted-for costs and expenses, including for agents and consultants, will constitute a violation of this Final Judgment and may result in sanctions. If Defendants make a timely objection in writing to the United States to any part of the monitor's accounted-for costs and expenses, Defendants must establish an escrow account into which Defendants must pay the disputed costs and expenses until the dispute is resolved.

J. Defendants must use best efforts to cooperate fully with the monitor and to assist the monitor in monitoring Defendants' compliance with their obligations under this Final Judgment and the Stipulation and Order. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information (e.g., through use of a non-disclosure or confidentiality agreement), or any applicable privileges (e.g., privilege log), Defendants must provide the monitor and agents or consultants retained by the monitor with full and complete access to all personnel (current and former), agents, consultants, books, records, and facilities.

K. Any disputes between Defendants and the monitor with respect to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges will be decided by the United States in its sole discretion. Defendants may not take any action to interfere with or to impede accomplishment of the monitor's responsibilities.

L. The monitor must investigate and report on Defendants' compliance with every provision of this Final Judgment and the Stipulation and Order, including by taking all actions necessary to monitor Defendants' compliance with the remedies set forth in Sections IV, V, and VI. The monitor must provide reports to the United States and Settling States, on a quarterly basis and as requested, setting forth Defendants' efforts to comply with their obligations under this Final Judgment and under the Stipulation and Order. In any proceeding in which the United States or a Settling State is a party, Defendants waive any argument that statements by the monitor are a public record or are statements of the United States or of any Settling State.

M. Within 30 calendar days after appointment of the monitor by the Court, and on a yearly basis thereafter, the monitor must provide to the United States and Defendants a proposed written work plan. Defendants may provide comments on the proposed written work plan to the United States and the monitor within 14 calendar days after receipt, after which the monitor must produce a final work plan to the United States and Defendants, for approval by the United States in its sole discretion. Any disputes between Defendants and the monitor with respect to any written work plan will be decided by the United States in its sole discretion. The United States retains the right, in its sole discretion, to move the Court to require changes or additions to a work plan at any time.

N. The monitor may communicate *ex parte* with the Court when, in the monitor's judgment, such communication is reasonably necessary to the monitor's duties under this Final Judgment, including if Defendants fail to pay the monitor's costs and expenses in a timely manner or otherwise violate this Final Judgment.

O. The monitor will serve until this Final Judgment expires.

P. If the United States determines that the monitor is not acting diligently or in a reasonably cost-effective manner, or if the monitor resigns or becomes unable to accomplish the monitor's duties, the United States may recommend that the Court appoint a substitute.

XII. Compliance Obligations

A. Antitrust Compliance Officer. Defendants must appoint an Antitrust Compliance Officer, who must be an internal employee or officer of Defendants, subject to the following responsibilities and obligations:

1. Defendants must appoint an Antitrust Compliance Officer within 21 days of entry of this Final Judgment and must identify to the United States the Antitrust Compliance Officer's name, business address, telephone number, and email address. Within 45 days of a vacancy in the Antitrust Compliance Officer position, Defendants must appoint a replacement and must identify to the United States the replacement Antitrust Compliance Officer's name, business address, telephone number, and email address. In all events, Defendants' appointment of any Antitrust Compliance Officer is subject to the approval of the United States in its sole discretion.
2. The Antitrust Compliance Officer must be an active member in good standing of the bar in any U.S. jurisdiction and must have at least five years' experience in legal practice, including experience with antitrust, regulatory, or compliance matters.
3. The Antitrust Compliance Officer must, directly or through the employees or counsel working under the Antitrust Compliance Officer's authority and direction: (a) within 21 days after the Antitrust Compliance Officer's

appointment, furnish to all of Defendants' Management and Relevant Employees a copy of this Final Judgment; (b) within 30 days after the Antitrust Compliance Officer's appointment, in a manner to be devised by Defendants and approved by the United States, provide Defendants' Management and Relevant Employees reasonable notice of the meaning and requirements of this Final Judgment.

4. Twice during the first year, then annually thereafter, the Antitrust Compliance Officer must brief Defendants' Management and Relevant Employees on the meaning and requirements of this Final Judgment, with written materials for each briefing to be approved by the United States in its sole discretion.
5. The Antitrust Compliance Officer must brief any person who becomes part of Management or a Relevant Employee within 60 days of such transition.
6. The Antitrust Compliance Officer must obtain from each Person designated as Management or a Relevant Employee, within 30 days of that Person's receipt of this Final Judgment, a certification that the Person (a) has read and understands and agrees to abide by the terms of this Final Judgment; (b) is not aware of any violation of this Final Judgment that has not been reported to Defendants; and (c) understands that failure to comply with this Final Judgment may result in an enforcement action for civil or criminal contempt of court.
7. The Antitrust Compliance Officer must communicate annually to Defendants' Management and Relevant Employees that they may disclose

to the Antitrust Compliance Officer or monitor, without reprisal or adverse consequence for such disclosure, information concerning any violation or potential violation of this Final Judgment or the U.S. antitrust laws by Defendants.

B. Reporting and Investigation Requirements. Upon Management or the Antitrust Compliance Officer learning of any violation or potential violation of any provision of this Final Judgment, Defendants must:

1. promptly notify the monitor and take appropriate action to investigate, and in the event of a violation, terminate or modify the activity so as to comply with this Final Judgment;
2. within seven days, notify the United States of the violation or potential violation;
3. maintain all documents related to any violation or potential violation of this Final Judgment for a period of five years or the duration of this Final Judgment, whichever is longer;
4. maintain, and furnish to Plaintiffs upon request, a log of (a) all such documents for which Defendants claim protection under the attorney-client privilege or the attorney work product doctrine, and (b) all potential and actual violations, even if no documentary evidence regarding the violations exist;
5. within thirty days, provide to the United States and the monitor a statement describing the violation or potential violation, which must include a description of any communications constituting the violation or

potential violation, including the date and place of the communication, the Persons involved, and the subject matter of the communication, as well as a description of the steps taken to mitigate or remediate any violation or potential violation.

C. Defendants must establish a whistleblower protection policy, which must provide that any employee may disclose, without reprisal or adverse consequence for such disclosure, to the Antitrust Compliance Officer or the monitor information concerning any violation or potential violation by the Defendants of this Final Judgment or the U.S. antitrust laws.

D. Defendants' CEO must certify in writing to the United States and the Settling States, 180 days after entry of this Final Judgment and thereafter annually on the anniversary date of the entry of this Final Judgment, that Defendants have complied with all provisions of this Final Judgment or that any violations or potential violations known to Management or the Antitrust Compliance Officer have been disclosed to the monitor and the United States.

E. Defendants must maintain and produce to the United States upon request: (1) a list identifying all employees having received the compliance training required under Sections XII.A.4 and XII.A.5 of this Final Judgment and the dates on which the employees received the training; and (2) copies of all materials distributed as part of the annual antitrust compliance training required under Sections XII.A.4 and XII.A.5 of this Final Judgment. For all materials requested to be produced pursuant to this Section for which Defendants claim protection under the attorney-client privilege or the attorney work product doctrine, Defendants must furnish to the United States a privilege log.

XIII. Compliance Inspection

A. For the purposes of determining or securing compliance with this Final Judgment or related orders such as the Stipulation and Order, or for purposes of determining whether this Final Judgment should be modified or vacated, upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division and reasonable notice to Defendants, Defendants must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by the United States:

1. to have access during Defendants' business hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies (without redactions or limitations of any kind except for attorney-client privilege or attorney work product) of, all books, ledgers, accounts, records, data, and documents, wherever located, in the possession, custody, or control of Defendants relating to any matters contained in this Final Judgment; and
2. to interview, either informally or on the record, Defendants' officers, employees, or agents, wherever located, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division, Defendants must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

C. Each Settling State will have the same abilities provided by Sections XIII.A and XIII.B to investigate violations or potential violations involving a Venue or Live Entertainment Event located within 125 miles of that Settling State.

XIV. Notification

A. Starting 60 days after entry of the Stipulation and Order, unless a transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the “HSR Act”), Defendants may not, without first providing at least 30 calendar days advance notification to the United States and each of the Settling States (an “Acquisition Notice”), directly or indirectly acquire all (or substantially all) of the assets located in the United States of, or any 20% or greater interest in, any Person engaged in providing ticketing services in the United States, any Promoter operating in the United States, and/or any Major Concert Venue located in the United States. Notwithstanding the foregoing, Defendants will not be required to provide to the United States or the Settling States any Acquisition Notice for: (1) acquisitions of additional interests in Persons in which Defendants already own a controlling interest; (2) acquisitions of real estate and ground and/or operating leases in connection with new Venue development projects; (3) the performance of purchase obligations that are included in existing contracts as of the entry of this Final Judgment; or (4) acquisitions of assets or interests in Persons located outside the United States that generated less than \$15 million in annual revenue in the United States in each of the last two years.

B. Defendants must provide the notification required by this Section XIV in the same format as, and in accordance with the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations, as amended,

except Defendants will not be required to provide the information requested in the Additional Information section.

C. Notification must include, beyond the information required by the instructions, the names of the principal representatives who negotiated the transaction on behalf of each party, and all management or strategic plans discussing the proposed transaction. If, within the 30 calendar days following notification, representatives of the United States make a written request for additional information, Defendants may not consummate the proposed transaction until 20 calendar days after submitting all requested information.

D. Early termination of the waiting periods set forth in this Section may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Section must be broadly construed, and any ambiguity or uncertainty relating to whether to file a notice under this Section must be resolved in favor of providing notice.

E. For any merger, acquisition, or other transaction that is subject to the HSR Act and is of a Person that engaged in providing ticketing services in the United States, is a Promoter in the United States, and/or owns, operates, or controls a Major Concert Venue in the United States, Defendants must provide a copy of the HSR notification to the United States and to each of the Settling States at the same time Defendants make their required notification under the HSR Act.

F. For purposes of this Final Judgment, any notice or other communication required to be provided to Plaintiffs will be sent to the Person at the address and emails set forth below (or such other addresses as a Plaintiff may specify in writing to Defendants):

United States

David Teslicko
Financial Services, Fintech, and Banking Section
U.S. Department of Justice, Antitrust Division
450 Fifth Street, NW, Suite 4000
Washington, D.C. 20530
David.Teslicko@usdoj.gov

Arkansas

Amanda Wentz
Senior Assistant Attorney General
Consumer Protection Division
Office of the Arkansas Attorney General
Bob R. Brooks Jr. Justice Building
101 West Capitol Avenue
Little Rock, Arkansas 72201
amanda.wentz@arkansasag.gov
consumer@arkansasag.gov

Iowa

Noah Goerlitz
Assistant Attorney General
Office of the Iowa Attorney General
1305 E. Walnut St.
Des Moines, IA 50319
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Mississippi

Crystal Utley Secoy
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Mississippi Attorney General's Office
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Jackson, Mississippi 39205
crystal.utley@ago.ms.gov

Lee Morris
Special Assistant Attorney General
Consumer Protection Division
Mississippi Attorney General's Office
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Jackson, Mississippi 39205
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Nebraska

Justin C. McCully
Assistant Attorney General
Consumer Protection Bureau
Office of the Nebraska Attorney General
1445 K St. Rm. 2115
Lincoln, Nebraska 68508
Justin.mccully@nebraska.gov

Oklahoma

Cameron Capps OBA No. 32742
Deputy Attorney General
Consumer Protection
Office of the Oklahoma Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 522-0858
Fax: (405) 522-0085
Cameron.Capps@oag.ok.gov

South Dakota

Jacob R. Dempsey
Assistant Attorney General
South Dakota Office of Attorney General
1302 East SD Highway 1889, Suite 1
Pierre SD, 57501
605-773-4425 (Direct Line)
Jacob.Dempsey@state.sd.us

XV. No Reacquisition

During the term of this Final Judgment, Defendants may not acquire or reacquire any part of, any interest in, or any form of control over any Divestiture Venue (including any control over event booking at any Divestiture Venue) without prior written authorization of the United States; provided, however, that this Section XV will not prohibit Defendants from booking or administering the calendar for Live Entertainment Events at such Divestiture Venues so long as control over event booking at such Divestiture Venue is not held by Defendants.

XVI. Public Disclosure

A. No information or documents obtained pursuant to any provision in this Final Judgment, including reports the monitor provides to the United States or any Settling States pursuant to Section XI.L and any notifications or other information provided pursuant to Section XIV, may be divulged by the United States or by any Settling State to any person other than an authorized representative of the executive branch of the United States or an authorized representative of the Settling States, except in the course of legal proceedings to which the United States or a Settling State is a party, including grand-jury proceedings, for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

B. In the event that the monitor receives a subpoena, court order, or other court process seeking or requiring production of information or documents obtained pursuant to any provision in this Final Judgment, including reports the monitor provides to the United States or any Settling States pursuant to Section XI.L or any notifications or other information provided pursuant to Section XIV, the monitor must notify the United States, Settling States, and Defendants immediately and prior to any disclosure, so that any of the parties may address such potential disclosure and, if necessary, pursue alternative legal remedies, including if deemed appropriate by Defendants, intervention in the relevant proceedings.

C. In the event of a request by a third party, pursuant to the Freedom of Information Act, 5 U.S.C. § 552, or similar state disclosure laws for disclosure of information obtained pursuant to any provision of this Final Judgment, the United States will act in accordance with that statute and the Department of Justice regulations at 28 C.F.R. part 16, including the provision on confidential commercial information at 28 C.F.R. § 16.7, and the Settling States will act in accordance with their applicable disclosure laws. Defendants submitting information to the

Antitrust Division should designate the confidential commercial information portions of all applicable documents and information under 28 C.F.R. § 16.7. Designations of confidentiality expire 10 years after submission, “unless the submitter requests and provides justification for a longer designation period.” *See* 28 C.F.R. § 16.7(b).

D. If at the time that Defendants furnish information or documents to the United States and Settling States pursuant to any provision of this Final Judgment, Defendants represent and identify in writing information or documents for which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, “Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure,” the United States and the Settling States must give Defendants 10 calendar days’ notice before divulging the material in any legal proceeding (other than a grand jury proceeding).

XVII. Retention of Jurisdiction

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XVIII. Enforcement of Final Judgment

A. If at any time during the term of this Final Judgment, the United States or any Settling State determines in its sole discretion that Defendants have violated this Final Judgment, then the United States may re-open this proceeding to seek additional relief. Such additional relief may be ordered by this Court upon a finding by a preponderance of the evidence that this

Final Judgment did not redress the violations alleged in the Amended Complaint and restore competition.

B. The United States and each Settling State retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. In a civil contempt action, a motion to show cause, or a similar action brought by the United States or any Settling State relating to an alleged violation of this Final Judgment, the United States or any Settling State may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore the competition the Amended Complaint alleges was harmed by the challenged conduct. Defendants may be held in contempt of, and the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

D. In an enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States, together with any Settling States, may apply to the Court for an extension of this Final Judgment, together with other relief that may be appropriate. In connection with a successful effort by the United States or any Settling State to enforce this Final Judgment against a Defendant, whether litigated or resolved before litigation, that Defendant must reimburse the United States, and any Settling State that brought or joined

said enforcement proceeding, for the fees and expenses of its attorneys, as well as all other costs including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including in connection with the investigation of the potential violation.

E. For violations involving Major Concert Venues, Defendants will pay a penalty of \$5,000,000 per violation of this Final Judgment, payable to the United States of America. For the avoidance of doubt, for conduct in violation of Section VI, multiple threats to Condition content directed to the same Venue during the same contracting cycle would amount to a single violation, but any of the following will amount to independent violations: acts directed toward different Venues; acts occurring in different contracting cycles; conduct concerning different Artists.

F. For a period of four years following the expiration of this Final Judgment, if the United States has evidence that Defendants violated this Final Judgment before it expired, the United States may file an action against Defendants in this Court requesting that the Court order: (1) Defendants to comply with the terms of this Final Judgment for an additional term of at least four years following the filing of the enforcement action; (2) all appropriate contempt remedies; (3) additional relief needed to ensure the Defendants comply with the terms of this Final Judgment; and (4) fees or expenses as called for by this Section XVIII.

XIX. State-Specific Provisions

A. Defendants must pay to the Settling States the corresponding amounts set forth in the table below ("Settlement Payments"). These payments are to resolve claims for monetary relief and/or civil penalties alleged in the Amended Complaint by certain states, including but not limited to claims brought by states in their *parens patriae* capacities on behalf of natural persons in their respective states. Notice and claims administration costs, taxes, any award of attorneys' fees and expenses to such states, or other payments authorized by the Court directly related to

consumer redress in such states, must also be paid by the Defendants and will not thereby reduce any Settling State's Settlement Payment. More specifically, Defendants agree to make the following payments to the following Settling States:

State	Amount
Arkansas	\$3,548,637.22
Iowa	\$3,000,000.00
Mississippi	\$2,780,037.76
Nebraska	\$3,588,759.96
Oklahoma	\$4,967,661.87
South Dakota	\$677,920.00

B. In consideration of the monetary provisions and commitments contained in Section XIX.A, to the extent allowable by law and as of the date this Final Judgment is entered by the Court, the Settling States agree to fully, finally, and forever release Defendants from all claims that were expressly stated in the Amended Complaint.

C. The Settlement Payment may be used for any one or more of the following purposes, by the Settling States as they, in their sole discretion, see fit:

1. For payment of attorneys' fees and expenses, including, without limitation, reimbursement of grants received;
2. For the enforcement of antitrust or consumer protection law;
3. For deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account), for use in accordance with the state laws governing that account;

4. For deposit into a fund exclusively dedicated to assisting state attorneys general enforce the antitrust and consumer protection laws by defraying the costs of (a) experts, economists, and consultants in multistate antitrust investigations and litigation, (b) training or continuing education in antitrust for attorneys in state attorney general offices, or (c) information management systems used in multistate antitrust investigations and litigation; or
5. For any other purpose as the Attorney General of each Settling State deems appropriate and consistent with or required by, the various states' laws.

XX. Expiration of Final Judgment

Unless the Court grants an extension, this Final Judgment will expire on the date that is eight years from the date of its entry. Notwithstanding the foregoing or anything to the contrary in this Final Judgment, upon the closing of a sale or divestiture by Live Nation Entertainment, Inc. of the Ticketmaster business or substantially all of the assets thereof, Sections VI.A, VI.B, and VII will be deemed to have expired, while all other provisions will continue in full force and effect.

XXI. Reservation of Rights

This Final Judgment terminates only the claims by the United States and the Settling States expressly stated in the Amended Complaint against Defendants and does not affect other charges or claims the United States or Settling States have filed or may file. The United States and the Settling States retain all rights to investigate and prosecute, under all applicable laws, any federal, state, or local claims against Defendants, whether civil or criminal, other than the

claims expressly stated in the Amended Complaint. The claims of State Plaintiffs that are not Settling States are unaffected by this Final Judgment.

XXII. Public Interest Determination

The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including by making available to the public copies of this Final Judgment and the Competitive Impact Statement, public comments thereon, and any response to comments by the United States. Based upon the record before the Court, which includes the Competitive Impact Statement and, if applicable, any comments and response to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: _____

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16]

Hon. Arun Subramanian
United States District Judge

Schedule A

Excluded Entities

1. Roc Nation LLC, and all of its subsidiaries.
2. VEEPS Inc., and all of its subsidiaries.

ScheduleB**Initial List of Major Conceit Venues**

Venue name	City	State	Venue type
ALPINE VALLEY MUSIC THEATRE	EAST TROY	WI	AMPHITHEATER
AMERICAN FAMILY INSURANCE AMPHITHEATER	MILWAUKEE	WI	AMPHITHEATER
AMERIS BANK AMPHITHEATRE	ALPHARETTA	GA	AMPHITHEATER
ARTPARK OUIDOOR AMPHITHEATER	LEWISTON	NY	AMPHITHEATER
ATRTTJM HEALTH AMPHITHEATER	MACON	GA	AMPHITHEATER
AZURA AMPHITHEATER	BONNER SPRINGS	KS	AMPHITHEATER
BACK WATERS STAGE	DUBUQUE	IA	AMPHITHEATER
BANKNH PAVILION	GILFORD	NH	AMPHITHEATER
BANKPLUS AMPHITHEATER AT SNOWDEN GROVE	SOUTHAVEN	MS	AMPHITHEATER
BETHEL WOODS CENTER FOR THE ARTS	BETHEL	NY	AMPHITHEATER
BLACK OAK MOUNTAIN AMPHITHEATER	LAMPE	MO	AMPHITHEATER
BLOSSOM MUSIC CENTER	CUYAHOGA FALLS	OH	AMPHITHEATER
BMO PAVILION	MILWAUKEE	WI	AMPHITHEATER
BRANDON AMPHITHEATER	BRANDON	MS	AMPHITHEATER
CASCADES AMPHITHEATER	RIDGEFIELD	WA	AMPHITHEATER
CCNB AMPHITHEATRE AT HERITAGE PARK	SIMPSONVILLE	SC	AMPHITHEATER
COASTAL CREDIT UNION MUSIC PARK	RALEIGH	NC	AMPHITHEATER
CONCRETE STREET AMPHITHEATER	CORPUS CHRISTI	TX	AMPHITHEATER
CONSTELLATION BRANDS MARVIN SANDS PERFORMING ARTS CENTER (CMAC)	CANANDAIGUA	NY	AMPHITHEATER
CREDIT ONE STADIUM	CHARLESTON	SC	AMPHITHEATER
CREDIT UNION 1 AMPHITHEATRE	TINLEY PARK	IL	AMPHITHEATER
CYNTHIA WOODS MITCHELL PAVILION	THE WOODLANDS	TX	AMPHITHEATER
DARIEN LAKE AMPHITHEATER	DARIEN CENTER	NY	AMPHITHEATER
DOS EQUIS PAVILION	DALLAS	TX	AMPHITHEATER
EMPOWER FCU AMPHITHEATER AT LAKEVIEW	SYRACUSE	NY	AMPHITHEATER
FIDDLER'S GREEN AMPHITHEATRE	GREENWOOD VILLAGE	CO	AMPHITHEATER
FTVEPOINT AMPHITHEATRE	IRVINE	CA	AMPHITHEATER
FORD AMPHITHEATER	COLORADO SPRINGS	CO	AMPHITHEATER
FORD IDAHO CENTER AMPHITHEATER	NAMPA	ID	AMPHITHEATER
FOREST HILLS STADIUM	NEWYORK	NY	AMPHITHEATER
FPL SOLAR AMPHITHEATER AT BAYFRONTPARK	MIAMI	FL	AMPHITHEATER
FREEDOM MORTGAGE PAVILION	CAMDEN	NJ	AMPHITHEATER

FROST AMPHITHEATER	STANFORD	CA	AMPHITHEATER
GERMANIA INSURANCE AMPHITHEATER	AUSTIN	TX	AMPHITHEATER
GLEN HELEN AMPHITHEATER	SAN BERNARDINO	CA	AMPHITHEATER
GORGE AMPHITHEATRE	QUINCY	WA	AMPHITHEATER
HAYDEN HOMES AMPHITHEATER	BEND	OR	AMPHITHEATER
HERSHEYPARK STADIUM	HERSHEY	PA	AMPHITHEATER
HOLLYWOOD BOWL	LOS ANGELES	CA	AMPHITHEATER
HOLLYWOOD CASINO AMPHITHEATRE	MARYLAND HEIGHTS	MO	AMPHITHEATER
HUNTINGTON BANK PAVILION AT NORTHERLY ISLAND	CHICAGO	IL	AMPHITHEATER
ISLETA AMPHITHEATER	ALBUQUERQUE	NM	AMPHITHEATER
IThINK FINANCIAL AMPHITHEATRE	WEST PALM BEACH	FL	AMPHITHEATER
JIFFY LUBE LIVE	BRISTOW	VA	AMPHITHEATER
LAKE TAHOE OUTDOOR ARENA	STATELINE	NV	AMPHITHEATER
LAKEWOOD AMPHITHEATER	ATLANTA	GA	AMPHITHEATER
LAURIDSEN AMPHITHEATER	DES MOINES	IA	AMPHITHEATER
MAINE SAVINGS AMPHITHEATER	BANGOR	ME	AMPHITHEATER
MAINE SAVINGS PAVILION AT ROCK ROW	WESTBROOK	ME	AMPHITHEATER
MERCEDES-BENZ AMPHITHEATER	TUSCALOOSA	AL	AMPHITHEATER
MERRIWEATHER POST PAVILION	COLUMBIA	MD	AMPHITHEATER
MIDFLORIDA CREDIT UNION AMPHITHEATRE	TAMPA	FL	AMPHITHEATER
NORTH ISLAND CREDIT UNION AMPHITHEATRE	CHULA VISTA	CA	AMPHITHEATER
NORTHWELL AT JONES BEACH THEATER	WANTAGH	NY	AMPHITHEATER
OAK MOUNTAIN AMPHITHEATRE	PELHAM	AL	AMPHITHEATER
OZARKS AMPHITHEATER	CAMDENTON	MO	AMPHITHEATER
PACIFIC AMPHITHEATRE	COSTA MESA	CA	AMPHITHEATER
PINE KNOB MUSIC THEATRE	CLARKSTON	MI	AMPHITHEATER
PNC BANK ARTS CENTER	HOLMDEL	NJ	AMPHITHEATER
PNC MUSIC PAVILION	CHARLOTTE	NC	AMPHITHEATER
RED ROCKS AMPHITHEATRE	MORRISON	CO	AMPHITHEATER
RIVERBEND MUSIC CENTER	CINCINNATI	OH	AMPHITHEATER
RUOFF MUSIC CENTER	NOBLESVILLE	IN	AMPHITHEATER
SARATOGA PERFORMING ARTS CENTER	SARATOGA SPRINGS	NY	AMPHITHEATER
SHORELINE AMPHITHEATRE	MOUNTAIN VIEW	CA	AMPHITHEATER
TALKING STICK RESORT AMPHITHEATRE	PHOENIX	AZ	AMPHITHEATER
TD PAVILION AT THE MANN	PHILADELPHIA	PA	AMPHITHEATER
THE BAYCARE SOUND	CLEARWATER	FL	AMPHITHEATER
THE MILL TERRE HAUTE	TERRE HAUTE	IN	AMPHITHEATER
THE ORION AMPHITHEATER	HUNTSVILLE	AL	AMPHITHEATER
THE PAVILION AT MONTAGE MOUNTAIN	SCRANTON	PA	AMPHITHEATER

THE PAVILION AT STAR LAKE	BURGETTSTOWN	PA	AMPHITHEATER
THE PAVILION AT TOYOTA MUSIC FACTORY	IRVING	TX	AMPHITHEATER
THE RADY SHELL AT JACOBS PARK	SAN DIEGO	CA	AMPHITHEATER
THE SOUND AMPHITHEATER	GAUTIER	MS	AMPHITHEATER
THE WALMART AMP	ROGERS	AR	AMPHITHEATER
THE WHARF AMPHITHEATER	ORANGE BEACH	AL	AMPHITHEATER
THE XFINITY CENTER	MANSFIELD	MA	AMPHITHEATER
TOM MOFFATT WAIKIKI SHELL	HONOLULU	HI	AMPHITHEATER
TOYOTA AMPHITHEATRE	WHEATLAND	CA	AMPHITHEATER
TOYOTA PAVILION AT CONCORD	CONCORD	CA	AMPHITHEATER
UTAH FIRST CREDIT UNION AMPHITHEATRE	WEST VALLEY CITY	UT	AMPHITHEATER
VETERANS UNITED HOME LOANS AMPHITHEATER	VIRGINIA BEACH	VA	AMPHITHEATER
WESTVILLE MUSIC BOWL	NEW HAVEN	CT	AMPHITHEATER
WHITE RIVER AMPHITHEATRE	AUBURN	WA	AMPHITHEATER
WILLIAM RANDOLPH HEARST GREEK THEATRE	BERKELEY	CA	AMPHITHEATER
XFINITY THEATRE	HARTFORD	CT	AMPHITHEATER
ACRISURE ARENA	THOUSAND PALMS	CA	ARENA
ADDITION FINANCIAL ARENA	ORLANDO	FL	ARENA
ALERUS CENTER	GRAND FORKS	ND	ARENA
ALLEN COUNTY WAR MEMORIAL COLISEUM	FORT WAYNE	IN	ARENA
ALLIANT ENERGY POWERHOUSE	CEDAR RAPIDS	IA	ARENA
ALLSTATE ARENA	ROSEMONT	IL	ARENA
AMALIE ARENA	TAMPA	FL	ARENA
AMERANT BANK ARENA	SUNRISE	FL	ARENA
AMERICAN AIRLINES CENTER	DALLAS	TX	ARENA
AMERICAN BANK CENTER	CORPUS CHRISTI	TX	ARENA
AMICA MUTUAL PAVILION	PROVIDENCE	RI	ARENA
ANGEL OF THE WINDS ARENA	EVERETT	WA	ARENA
BALL ARENA	DENVER	CO	ARENA
BARCLAYS CENTER	NEW YORK	NY	ARENA
BERT OGDEN ARENA	EDINBURG	TX	ARENA
BILL GRAHAM CIVIC AUDITORIUM	SAN FRANCISCO	CA	ARENA
BLUE CROSS ARENA	ROCHESTER	NY	ARENA
BMO HARRIS BRADLEY CENTER	MILWAUKEE	WI	ARENA
BOJANGLES COLISEUM	CHARLOTTE	NC	ARENA
BOK CENTER	TULSA	OK	ARENA
BON SECOURS WELLNESS ARENA	GREENVILLE	SC	ARENA
BRIDGESTONE ARENA	NASHVILLE	TN	ARENA

BROADMOOR WORLD ARENA	COLORADO SPRINGS	CO	ARENA
BROOKSHIRE GROCERY ARENA	BOSSIER CITY	LA	ARENA
BRYCE JORDAN CENTER	STATE COLLEGE	PA	ARENA
CADENCE BANK ARENA	TUPELO	MS	ARENA
CAJUNDOME	LAFAYETTE	LA	ARENA
CAPITAL ONE ARENA	WASHINGTON	DC	ARENA
CFG BANK ARENA	BALTIMORE	MD	ARENA
CHAIFETZ ARENA	ST LOUIS	MO	ARENA
CHARLESTON COLISEUM & CONVENTION CENTER	CHARLESTON	WV	ARENA
CHARTWAY ARENA	NORFOLK	VA	ARENA
CHASE CENTER	SAN FRANCISCO	CA	ARENA
CHI HEALTH CENTER OMAHA	OMAHA	NE	ARENA
CLIMATE PLEDGE ARENA	SEATTLE	WA	ARENA
COLISEO DE PUERTO RICO JOSÉ MIGUEL AGRELOT	SAN JUAN	PR	ARENA
COLONIAL LIFE ARENA	COLUMBIA	SC	ARENA
COLUMBUS CIVIC CENTER	COLUMBUS	GA	ARENA
CREDIT UNION 1 ARENA	CHICAGO	IL	ARENA
CROSS INSURANCE ARENA	PORTLAND	ME	ARENA
CROSS INSURANCE CENTER	BANGOR	ME	ARENA
CRYPTO.COM ARENA	LOS ANGELES	CA	ARENA
DCU CENTER	WORCESTER	MA	ARENA
DELTA CENTER	SALT LAKE CITY	UT	ARENA
DENNY SANFORD PREMIER CENTER	SIOUX FALLS	SD	ARENA
DESERT DIAMOND ARENA	GLENDALE	AZ	ARENA
DICKIES ARENA	FORT WORTH	TX	ARENA
DIGNITY HEALTH ARENA	BAKERSFIELD	CA	ARENA
DON HASKINS CENTER	EL PASO	TX	ARENA
DONALD L. TUCKER CIVIC CENTER	TALLAHASSEE	FL	ARENA
EAGLEBANK ARENA	FAIRFAX	VA	ARENA
ENMARKET ARENA	SAVANNAH	GA	ARENA
ENTERPRISE CENTER	ST LOUIS	MO	ARENA
EXTRAMILE ARENA	BOISE	ID	ARENA
FAMILY ARENA	ST CHARLES	MO	ARENA
FEDEXFORUM	MEMPHIS	TN	ARENA
FIRST HORIZON COLISEUM	GREENSBORO	NC	ARENA
FIRST INTERSTATE ARENA	BILLINGS	MT	ARENA
FISERV FORUM	MILWAUKEE	WI	ARENA
FORD CENTER	EVANSVILLE	IN	ARENA
FORD IDAHO CENTER ARENA	NAMPA	ID	ARENA
FRANK ERWIN CENTER	AUSTIN	TX	ARENA
FREEMAN COLISEUM	SAN ANTONIO	TX	ARENA

FROST BANK CENTER	SAN ANTONIO	TX	ARENA
GAINBRIDGE FIELDHOUSE	INDIANAPOLIS	IN	ARENA
GAS SOUTH ARENA	DULUTH	GA	ARENA
GIANT CENTER	HERSHEY	PA	ARENA
GOLDEN 1 CENTER	SACRAMENTO	CA	ARENA
GREAT SOUTHERN BANK ARENA	SPRINGFIELD	MO	ARENA
H-E-B CENTER AT CEDAR PARK	CEDAR PARK	TX	ARENA
HAMPTON COLISEUM	HAMPTON	VA	ARENA
HERITAGE BANK CENTER	CINCINNATI	OH	ARENA
HERTZ ARENA	ESTERO	FL	ARENA
HONDA CENTER	ANAHEIM	CA	ARENA
HUNTINGTON CENTER	TOLEDO	OH	ARENA
INTRUST BANK ARENA	WICHITA	KS	ARENA
INTUIT DOME	INGLEWOOD	CA	ARENA
JIM WHELAN BOARDWALK HALL	ATLANTIC CITY	NJ	ARENA
JOE LOUIS ARENA	DETROIT	MI	ARENA
JOHN PAUL JONES ARENA	CHARLOTTESVILLE	VA	ARENA
KASEYA CENTER	MIAMI	FL	ARENA
KEYBANK CENTER	BUFFALO	NY	ARENA
KFC YUM! CENTER	LOUISVILLE	KY	ARENA
KIA CENTER	ORLANDO	FL	ARENA
LA CROSSE CENTER	LA CROSSE	WI	ARENA
LANDERS CENTER	SOUTHAVEN	MS	ARENA
LEGACY ARENA	BIRMINGHAM	AL	ARENA
LENOVO CENTER	RALEIGH	NC	ARENA
LITTLE CAESARS ARENA	DETROIT	MI	ARENA
MABEE CENTER	TULSA	OK	ARENA
MADISON SQUARE GARDEN	NEW YORK	NY	ARENA
MASSMUTUAL CENTER	SPRINGFIELD	MA	ARENA
MAVERIK CENTER	WEST VALLEY CITY	UT	ARENA
MGM GRAND GARDEN ARENA	LAS VEGAS	NV	ARENA
MICHELOB ULTRA ARENA	LAS VEGAS	NV	ARENA
MISSISSIPPI COAST COLISEUM	BILOXI	MS	ARENA
MISSISSIPPI COLISEUM	JACKSON	MS	ARENA
MODA CENTER	PORTLAND	OR	ARENA
MOHEGAN ARENA AT CASEY PLAZA	WILKES BARRE	PA	ARENA
MOHEGAN SUN ARENA	UNCASVILLE	CT	ARENA
MOODY CENTER	AUSTIN	TX	ARENA
MVP ARENA	ALBANY	NY	ARENA
NASHVILLE MUNICIPAL AUDITORIUM	NASHVILLE	TN	ARENA
NASSAU VETERANS MEMORIAL COLISEUM	UNIONDALE	NY	ARENA
NATIONWIDE ARENA	COLUMBUS	OH	ARENA

NEAL S BLAISDELL ARENA	HONOLULU	HI	ARENA
NORTH CHARLESTON COLISEUM	NORTH CHARLESTON	SC	ARENA
NRG ARENA	HOUSTON	TX	ARENA
NUTTER CENTER	DAYTON	OH	ARENA
OAKLAND ARENA	OAKLAND	CA	ARENA
ORLEANS ARENA	LAS VEGAS	NV	ARENA
PAYCOM CENTER	OKLAHOMA CITY	OK	ARENA
PECHANGA ARENA	SAN DIEGO	CA	ARENA
PENSACOLA BAY CENTER	PENSACOLA	FL	ARENA
PEORIA CIVIC CENTER ARENA	PEORIA	IL	ARENA
PETERSEN EVENTS CENTER	PITTSBURGH	PA	ARENA
PHX ARENA	PHOENIX	AZ	ARENA
PINNACLE BANK ARENA	LINCOLN	NE	ARENA
PPG PAINTS ARENA	PITTSBURGH	PA	ARENA
PPL CENTER	ALLENTOWN	PA	ARENA
PROPST ARENA	HUNTSVILLE	AL	ARENA
PRUDENTIAL CENTER	NEWARK	NJ	ARENA
RAISING CANE'S RIVER CENTER ARENA	BATON ROUGE	LA	ARENA
RESCH CENTER	GREEN BAY	WI	ARENA
RICHMOND COLISEUM	RICHMOND	VA	ARENA
ROCKET ARENA	CLEVELAND	OH	ARENA
RUPP ARENA	LEXINGTON	KY	ARENA
SAMES AUTO ARENA	LAREDO	TX	ARENA
SAP CENTER AT SAN JOSE	SAN JOSE	CA	ARENA
SAVE MART CENTER	FRESNO	CA	ARENA
SCHOTTENSTEIN CENTER	COLUMBUS	OH	ARENA
SIMMONS BANK ARENA	NORTH LITTLE ROCK	AR	ARENA
SMOOTHIE KING CENTER	NEW ORLEANS	LA	ARENA
SNHU ARENA	MANCHESTER	NH	ARENA
SPECTRUM CENTER	CHARLOTTE	NC	ARENA
SPHERE	LAS VEGAS	NV	ARENA
SPOKANE ARENA	SPOKANE	WA	ARENA
STATE FARM ARENA	ATLANTA	GA	ARENA
STATE FARM CENTER	CHAMPAIGN	IL	ARENA
T-MOBILE ARENA	LAS VEGAS	NV	ARENA
T-MOBILE CENTER	KANSAS CITY	MO	ARENA
TACOMA DOME	TACOMA	WA	ARENA
TARGET CENTER	MINNEAPOLIS	MN	ARENA
TD GARDEN	BOSTON	MA	ARENA
THE ARMORY	MINNEAPOLIS	MN	ARENA
THE FORD WYOMING CENTER	CASPER	WY	ARENA
THE KIA FORUM	INGLEWOOD	CA	ARENA

THE LIACOURAS CENTER	PHILADELPHIA	PA	ARENA
THE PALACE OF AUBURN HILLS	AUBURN HILLS	MI	ARENA
THE SANTANDER ARENA	READING	PA	ARENA
THOMPSON-BOLING ARENA AT FOOD CITY CENTER	KNOXVILLE	TN	ARENA
TOYOTA ARENA	ONTARIO	CA	ARENA
TOYOTA CENTER	HOUSTON	TX	ARENA
UBS ARENA	ELMONT	NY	ARENA
UNITED CENTER	CHICAGO	IL	ARENA
UNITED SUPERMARKETS ARENA	LUBBOCK	TX	ARENA
UNO LAKEFRONT ARENA	NEW ORLEANS	LA	ARENA
VAN ANDEL ARENA	GRAND RAPIDS	MI	ARENA
VETERANS MEMORIAL COLISEUM	PORTLAND	OR	ARENA
VETERANS MEMORIAL COLISEUM	MADISON	WI	ARENA
VIBRANT ARENA AT THE MARK	MOLINE	IL	ARENA
VIEJAS ARENA	SAN DIEGO	CA	ARENA
VYSTAR VETERANS MEMORIAL ARENA	JACKSONVILLE	FL	ARENA
WELLS FARGO ARENA	DES MOINES	IA	ARENA
WELLS FARGO CENTER	PHILADELPHIA	PA	ARENA
WINTRUST ARENA	CHICAGO	IL	ARENA
WOLSTEIN CENTER	CLEVELAND	OH	ARENA
XCEL ENERGY CENTER	ST PAUL	MN	ARENA
XL CENTER	HARTFORD	CT	ARENA
YUENGLING CENTER	TAMPA	FL	ARENA