

HOW TO STOP TICKET TOUTS

WITH TERMS AND
CONDITIONS

Thanks to those who've supported the **FanFair Alliance** campaign, there is greater scope for artists and event organisers to take preventative actions to stop audiences being exploited in the "secondary ticketing market".

Over the past few years, the practices of websites such as **Viagogo** and **StubHub** have been heavily scrutinised by regulators and politicians.

All are being forced into compliance with the law, and must provide far greater detail about the tickets they list.

As a result, the dedicated touts who supply tickets to these platforms are seeing their business practices disrupted.

Combined with the wave of capped consumer-friendly resale services, enabling buyers to resell or reallocate a ticket at the price they initially paid or less, it means we should see significant changes to this market.

And not before time.

Goodbye rip off "*secondary ticketing*". Hello common sense "*ticket resale*".

However, this shift will not happen by magic.

It requires **action** from artists, managers, agents, promoters, venues, festivals and ticketing agents.

More than that, it will require **communication**.

Which is why **FanFair Alliance** is advocating for artists to adopt and promote - *as a minimum* – two clear and important messages when their tickets go on sale.

1. SUPPORT CONSUMER-FRIENDLY RESALE

Help your customers by making it clear where and how they can legitimately resell a ticket (for the price they paid, or less).

Ensure this information is on your website, your social channels and in your PR.

Insist your ticketing and venue partners are providing it at the point of sale.

2. SUPPORT CONSUMER-ONLY TICKET SALE

Secondary ticketing platforms are dependent upon large-scale ticket touts. These third party sellers (or “traders”) are responsible for a significant proportion of their listings. And at certain events, for all of their listings.

If you do not want these “traders” buying and selling your tickets for profit – and exploiting your audience – then make it clear and upfront in your terms and conditions.

Stipulate that tickets are for “consumers only”, and those purchasing for profit risk having their orders cancelled.

THE FOUR W's: WHEN, WHO, WHAT, WHERE

For the consumer, buying gig or festival tickets can be a complicated and stressful process.

So providing customers with clear information about your live shows makes strong commercial sense.

For instance, many buyers will not understand that, at the majority of shows, multiple ticket agents will be authorised to sell tickets.

Just because one agent has “sold out” their allocation, others may have primary tickets available.

Therefore, it's important to provide links to all sellers (and resellers) on your website and social channels.

Ideally, from **PRESALE** to **ONSALE** to **RESALE**, customers should be provided with upfront information that answers the **FOUR Ws**:

- **WHEN** are tickets going onsale?
- **WHO** are the authorised ticket agents?
- **WHAT** are the terms and conditions?
- **WHERE** can a ticket be resold?

At a minimum, the following information should be added to terms and conditions of sale – in **LARGE PRINT**, in **ADVANCE** of purchase, and **CONSISTENTLY** across all ticketing and venue partners.

1. THE TICKET IS A REVOCABLE LICENCE. *The buyer is not purchasing a “piece of paper” or a “commodity”, they are purchasing admittance (with T&Cs attached) to your event. You need to ensure those T&Cs are “fair”.*

2. THE TICKET IS FOR CONSUMERS ONLY. *They are not for businesses or traders to purchase for financial gain.*

3. RESALE IS ALLOWED. *But for the price originally paid (or less), only to another consumer and via an authorised resale service.*

You can also request that your ticketing partners add a **TICK BOX** to encourage customers to take notice of these basic rules.

While more comprehensive strategies can effectively stamp out secondary ticketing (for instance, by personalising the lead booker’s ticket and checking ID before entry, or by employing digital / mobile-only tickets) making it clear that unauthorised commercial exploitation of your tickets is prohibited will still strengthen your hand.

These changes will also benefit your audience. And they won’t cost a penny.

TEMPLATE T&Cs.

Below are some *suggested* examples of how basic ticketing information can be presented - both as part of your **artist communications** and on the pages of your **ticket agents**.

It is important that you promote a resale facility on your own website and social channels, and clearly highlight any important terms and conditions.

Pages 7 & 8 show the minimum standard that all artists should be aiming for.

Pages 9 & 10 show a suggested presentation for personalised tickets.



ARTIST COMMUNICATIONS

BASIC STANDARD

IMPORTANT INFORMATION. PLEASE READ BEFORE PURCHASING TICKETS.

TICKET SALES:

Tickets go on general sale at [time] on [date]. Pre-sales will take place at [time] on [date].

Purchases are limited to XXX tickets per person*/household/address. [*delete as applicable]. Under [age limit]'s must be accompanied by an adult.

Authorised ticket agents for this event are: XXX, XXX, XXX and XXX (resale). You risk not getting in if you buy from anywhere else.

Accessible tickets are available through XXX.

RESALE RULES:

Ticket resale is permitted at no more than the price you paid (ie face value + booking fee).

Please only use our authorised resale platforms XXX, XXX, XXXX.

Selling tickets through unauthorised resale platforms breaches our terms and conditions and those tickets may be cancelled.

XXX, XXX, XXX are not authorised resale platforms for this event.

OTHER IMPORTANT INFO:

Each person wishing to enter the event requires a valid ticket. All tickets are a revocable licence.

We reserve the right to cancel tickets purchased by businesses, traders, or persons acting on their behalf, who engage in the commercial resale of tickets

TICKET AGENTS

BASIC STANDARD

IMPORTANT INFORMATION. PLEASE READ BEFORE PURCHASING TICKETS.

TICKET SALES:

Tickets sales are limited to [ticket limit] tickets per person*/household/address.
[*delete as applicable]

Under [age limit]'s must be accompanied by an adult.

Accessible tickets are available through XXX.

RESALE RULES:

Ticket resale is permitted at no more than the price you paid (ie face value + booking fee).

Please only use our authorised resale platforms XXX, XXX, XXX.

Selling tickets through unauthorised resale platforms will breach our terms and conditions and those tickets may be cancelled.

XXX, XXX, XXX, XXX are not authorised resale platforms for this event.

OTHER IMPORTANT INFO:

Each person wishing to enter the event requires a valid ticket. All tickets are a revocable licence.

We reserve the right to cancel tickets purchased by businesses, traders, or persons acting on their behalf, who engage in the commercial resale of tickets

The above is only a summary of our full terms and conditions which should be read [here](#).

[] I AGREE TO THESE TERMS & CONDITIONS

ARTIST COMMUNICATIONS

PERSONALISED TICKETS

IMPORTANT INFORMATION. PLEASE READ BEFORE PURCHASING TICKETS.

TICKET SALES:

Tickets go on general sale at [time] on [date]. Pre-sales will take place on at [time] on [date].

Purchases are limited to [ticket limit] tickets per person*/household/address. [*delete as applicable]. Under [age limit]'s must be accompanied by an adult.

Authorised ticket agents for this event are: XXX, XXX, XXX and XXX (resale). You risk not getting in if you buy from anywhere else.

Accessible tickets are available through XXX.

ANTI-TOUTING MEASURES:

To prevent ticket touting, the name of the ticket purchaser will be **PRINTED** on all tickets purchased. This person **MUST** attend the concert. They will be asked to present matching **PHOTO ID** to gain entry to the venue.

IF THE ID DOES NOT MATCH, ENTRY WILL BE REFUSED. DO NOT FORGET YOUR PHOTO ID!

The ticket purchaser must enter the concert **ACCOMPANIED** by all their guests. Guests will not be allowed entry without the ticket purchaser being present.

RESALE RULES:

Ticket resale is permitted at no more than the price you paid (ie face value + booking fee).

Please only use our authorised ticket sellers and resellers XXX, XXX, XXX.

Selling tickets through unauthorised resale platforms will breach our terms and conditions and those tickets may be cancelled.

XXX, XXX, XXX, XXX are not authorised resale platforms for this event.

OTHER IMPORTANT INFO:

Each person wishing to enter the event requires a valid ticket. All tickets are a revocable licence.

We reserve the right to cancel tickets purchased by businesses, traders, or persons acting on their behalf, who engage in the commercial resale of tickets.

TICKET AGENTS

PERSONALISED TICKETS

IMPORTANT INFORMATION. PLEASE READ BEFORE PURCHASING TICKETS.
ANTI-TOUTING MEASURES ARE IN PLACE AT THIS EVENT.

TICKET SALES:

Tickets sales are limited to [ticket limit] tickets per person*/household/address. [*delete as applicable]. Under [age limit]'s must be accompanied by an adult.

Accessible tickets are available through XXX.

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[] I AGREE TO THESE TERMS & CONDITIONS

THE FAIRNESS TEST.

In a bid to stop unauthorised secondary ticketing, many artists are choosing to employ stricter resale controls at their shows.

For instance, by personalising the lead booker's ticket, and requesting that person provides corresponding photo ID upon entry.

If these kind of restrictions are in place, it is essential that the information is made **CLEAR, COHERENT** and **UPFRONT**.

Importantly, the **Competition & Markets Authority (CMA)** have also advised event organisers that such T&Cs must be applied "*fairly*", and if restrictions are placed upon the use of a ticket, then steps should be taken to prevent harm to consumers.

You cannot simply ban resale or state that tickets are "*non-transferrable*".

Similarly, under Section 91 of the **Consumer Rights Act**, an event organiser cannot cancel a ticket merely because it is resold or offered for resale, or blacklist the seller, unless **two conditions** are met:

- i. It is clearly set out in T&Cs from where the ticket was originally purchased that cancellation of the ticket and/or blacklisting of the seller may occur as a consequence of that ticket being resold or offered for resale.
- ii. That any T&Cs that control or restrict resale meet the principles of "fair and open dealing".

THE FAIRNESS TEST.

In an open letter, published in January 2019, the **CMA** posted some essential information for event organisers about secondary ticketing.

It is recommended that you read this letter in full, which sets out:

- a. *what event organisers can do to help ensure that information about tickets for their events is disclosed on secondary platforms*
- b. *steps that event organisers who employ resale controls should take to ensure they are not using “unfair terms”*
- c. *a reminder to event organisers of their obligations under consumer protection law if they host a facility on their own websites which allow consumers to resell tickets they have bought for their events.*

The letter also makes clear in an Annex (A), that event organisers should have legitimate reasons reasons for using resale controls, that controls should be applied **proportionately**, and that they should be communicated **transparently**.

Among the potentially legitimate reasons for using resale controls is when an event organiser wants to ensure “*as many tickets as possible for an event are being sold at a price affordable to a greater number of consumers (rather than being bought up by businesses to be resold at higher prices)*”.

The Annex also details **four steps** that event organisers should take in order to reduce any potential harm to consumers.

These four steps are:

1. Providing full, clear, upfront and consistent disclosure of the relevant restrictions to the original ticket buyer on all sales channels

Before paying for a ticket, customers should be aware of the terms and conditions of purchase. Including resale controls. These should be front and centre, not hidden away on a sub-screen or behind a link. Information should be consistent across all sales channels.

2. Either providing a full refund to original ticket buyers who are no longer able to attend the event or alternatively making arrangements which can effectively allow them to recoup or substantially reduce any direct financial loss

If they can no longer attend an event, a mechanism should be provided for customers to either resell or reallocate their ticket, or to seek a refund. Any resale mechanism must be fully compliant with consumer protection law.

3. Providing buyers of resold tickets who are prevented from using them with the evidence that they need to get their money back from the reseller, and where possible taking steps to help them by finding an alternative approach that will allow them to enter the event

You need a contingency plan to assist those who have inadvertently purchased an invalid ticket via a secondary site.

4. Where a ticket is voided or cancelled for breaching resale restrictions, providing a full refund to an original ticket buyer whose ticket is voided or cancelled.

*If you cancel a ticket because the purchase was in breach of your T&Cs, then the *original purchaser* must be refunded.*

PLANNING

The most effective anti-touting strategies are those implemented in advance of tickets going on sale.

Speak to your agent and promoter as early as possible, and communicate your plans to all your venue and ticketing partners.

Everyone must be on the same page.

All messaging should be clear and consistent - including instructions of where and how a customer can resell or reallocate their ticket.

Remember the Four Ws: When, Who, What, Where.

Information should be provided **BEFORE** purchase.

Terminology should be non-technical and easy to understand.

Important terms and conditions should be made **LARGE PRINT** and positioned front and centre.

Most ticketing companies will also offer a check box to draw the customer's attention and raise awareness of important T&Cs.

STAR GUIDANCE



The Society of Ticket Agents & Retailers (STAR) is the self-regulatory body for the ticketing industry in the UK and is approved as an Alternative Dispute Resolution body for consumer disputes with its members.

Formed in 1997, STAR has many of the biggest names in ticketing as members, including major ticket agents, sports organisations and numerous live entertainment venues, of all scales, across the UK.

STAR hosted workshops with industry bodies and the Competition and Markets Authority to discuss a number of recommendations in the Waterson Review, including standardising terms and conditions restricting resale.

In June 2019, STAR published detailed guidance and model terms and conditions to enable effective and enforceable restrictions on the unauthorised resale of tickets that are not unfair to consumers.

FanFair Alliance endorses STAR's work and strongly recommends that managers, agents, promoters and ticket sellers refer to their guidance and model terms when considering ticket policies.

www.star.org.uk/resaletc

CHECKLIST

- [] Talk in advance to your promoter, agent and ticketing partners
- [] Establish and agree your terms and conditions. Ensure the ticket is defined as a licence, and is being sold to consumers only.
- [] Establish your resale channels. Ensure customers have a mechanism to resell their ticket and recoup their purchase (including booking fees).
- [] Communicate your terms and conditions to ticket partners and venues - instruct them to ensure T&Cs are displayed prominently in the purchase process. Including details about resale.
- [] Remember the Four Ws: When, Who, What, Where.
- [] Ensure your own website, socials and PR replicate this information.
- [] Check communications of your venue and ticketing partners - ensure consistent T&Cs are in place.
- [] If you are employing resale controls, consider writing to secondary platforms in advance, reiterating your terms and conditions.
- [] Request your ticketing partners check their sales data and act on any suspicious activity (eg patterns of bulk-buying) to enforce your T&Cs
- [] If tickets are listed on secondary platforms in breach of your terms & conditions or in breach of consumer law, then use CMA guidance to notify those platforms.
- [] If secondary listings are identifiable and in breach of your T&Cs, then instruct your promoter or ticket agent to cancel them. The original purchaser must be refunded.

WHAT TO DO IF THINGS GO WRONG.

Following the recommendations in this guide should help prevent unauthorised secondary ticketing of your shows.

However, if listings still appear on secondary sites in breach of your T&Cs, the CMA has created a backstop notification process in order to have them rectified.

Details of this process can be found [here](#) on the CMA website.

FanFair Alliance has created a template for notifications to secondary platforms which you can download [here](#).

Viagogo can be contacted via eventorganizer@viagogo.com.
StubHub via service@stubhub.co.uk



If you are approached by customers who believe they were misled by a secondary ticketing site, we advise you direct them towards self-help guidance ([here](#)) on the FanFair Alliance website.

This guidance is not guaranteed, however it has assisted many victims of secondary ticketing instigate a successful chargeback from their bank or card provider.

For more information, please contact info@fanfairalliance.org

About FanFair Alliance

The FanFair Alliance was founded in July 2016 to campaign against industrial-scale online ticket touting.

Backed by management teams for artists including Mumford & Sons, Arctic Monkeys, Nick Cave, Little Mix, Iron Maiden, Adele, Ed Sheeran, Pixies, Noel Gallagher, Wolf Alice, The xx, Biffy Clyro, George Ezra, You Me At Six and Mark Knopfler, the campaign has attracted widespread support throughout the music industry - helping deliver significant reforms to secondary ticketing and wider adoption of consumer-friendly ticket resale.

www.fanfairalliance.org

About the Music Managers Forum

The MMF's membership stands at approximately 700 managers based in the UK with global businesses, as well as a wider network of 2,700+ managers in the USA.

The MMF is a founding member of UK Music, the European Music Managers Alliance (EMMA) and the Council of Music Makers (CMM).

www.themmf.net

