

TickPick Broker Handbook

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1.1 Introduction

TickPick (otherwise referred to as “us”, “we”, “our”) is a secondary ticket marketplace that sells tickets to live events such as sporting events, concerts, and theater performances across the United States, Canada, and in some cases around the world. To be included in our Large Seller Program, a Large Seller (otherwise referred to as “seller”, “you”, “your”) must be utilizing software that is capable of adding their full up-to-date inventory to TickPick via FTP upload.

Upon your request to participate in the Large Seller Program, you agree to abide by the terms, conditions, and provisions set forth in this Large Seller Handbook and agree to comply with any and all applicable laws, regulations, and ordinances related to reselling tickets. Sellers must have a state brokering license if one is required by their respective state. TickPick and its service providers and licensors make no warranty with respect to its software, site, services, any tickets or related passes, any event, any user content, or that sellers or buyers will perform as promised.

The terms in this Large Seller Handbook can supersede the terms found in the TickPick User Agreement in our sole discretion. This Handbook may be updated at any time and all newer version would supersede any previous version. We will be mindful to alert our sellers of any major changes to this Handbook that are not just minor edits intended to provide more clarity on a policy.

Violating any provisions detailed within this Large Seller Handbook or the TickPick User Agreement may lead to any one or more of the following consequences:

- Removal of listings
- Account restrictions
- Order cancellation
- Additional charges or penalties
- Withholding of payments
- Account suspension or termination

1.2 Professional Conduct

TickPick expects all sellers to conduct themselves in a professional manner, which includes being respectful and courteous during any situation they are in contact with TickPick employees or users.

Listing fraudulent tickets on TickPick is strictly prohibited. If a seller is caught listing fraudulent tickets, that seller will be permanently prohibited from participating in the Large Seller Program.

Under no circumstance may a seller solicit a buyer via email, in person, or by sending promotional materials.

If a seller fails to behave in a professional manner, TickPick reserves the right to enforce any of the consequences illustrated above.

2.1 Account Creation

Upon request through your software provider or to us directly to begin uploading inventory to TickPick, you will be asked to fill out a W-9 and to agree to the terms in this Large Seller Handbook. At the time this Handbook is published, existing Large Sellers will be asked to provide a W-9 and to agree to the terms of this Handbook if they are to continue selling on TickPick.

2.2 Listings

Using software, a seller will broadcast listings to TickPick with information relating to the event name, venue, event date, section, row, seat numbers, quantity, stock type, price per ticket, in-hand date, and whether the tickets are pre-loaded and available for instant download. We will interpret the information provided in the inventory file and then display those listings for sale at a retail price above the wholesale price provided to us through the inventory file.

TickPick does not guarantee that all listings will be broadcast on the retail site, which might be caused by our inability to interpret the information being sent in your inventory file by your third-party software.

- Exacts – If you are advertising tickets as an exact section that exists at the venue, you must have the capability to fulfill the sale in that exact section in an equal or better row than advertised (see 3.7 for permitted upgrades). You may not list an exact section with the intent of fulfilling with an equal or better section, and sellers who are found to be repeatedly listing in this manner will lose their ability to sell with us.

- Zones – Zone listings are permitted for certain events. For high-value events (ex: Super Bowl), a zone map may be implemented automatically. For other events (many theater venues), we will utilize a hybrid map of exact sections and zones. If you list in a zone (ex: Mezzanine), you must fulfill the sale with seats in any of the sections in that zone (see 3.7 for permitted upgrades) and may not upgrade the customer to a different zone without seeking our approval from the buyer. If there is an event you would like to sell as zone listings that we do not currently have a hybrid map active for, please ask us first so we can review the event and decide if we'll be able to allow you to create zone listings.

2.3 Delivery Methods

TickPick accepts the following delivery methods, determined by the disclosures made in the inventory file. Most TickPick-integrated software systems will automatically include these disclosures in the notes based on your stock type marked in your Point of Sale.

- Hardstock Tickets – Any listing received will be assumed to be a hardstock ticket listing unless noted otherwise. A pre-paid FedEx shipping label will be made available through the broker portal or through your integrated software.

- E-tickets – Any listing with a “y” in the Edelivery column, or the term “eticket” or “e-ticket” in the notes of the inventory file. The original PDF from the primary market will be required to fulfill an e-ticket order. Scans, pictures, or e-ticket conversions (Ticket Fire, etc.) of the original e-ticket are not permitted, and the seller will assume fault on any order where a buyer has an issue using a scanned, photographed, or converted ticket at the venue.

- Flash Seats – Any listing with the term “flash” or “fls” in the notes of the inventory file.

- Mobile Transfer/URL – Any listing with the terms “mobile”, “xfer”, or “tmx” in the notes of the inventory file.

Note: Flash/Mobile Fulfillment – Buyer name and email will be provided in the broker portal, as well as a space to paste a mobile URL transfer link. The seller is required to mark the order as fulfilled via Flash or Mobile transfer at the time the order was transferred, or to paste the URL transfer link to mark an order as fulfilled. To diagnose issues with customers, we may ask for proof of transfer on any order.

- Mobile QR PDF – Any listing with the word “mobileqr”, “mobile qr”, or “do not print” in the notes of the inventory file. You’ll be able to upload these PDFs through the broker portal like a normal e-ticket. PNG or JPEG files are not accepted.

- Paperless – Any listing with the word “paperless” in the notes of the inventory file. We’ll assume that all paperless orders will be broker walk-in by default, but we will retrieve the customer’s address and change the delivery method to FedEx for any paperless order that can be shipped as a gift card.

- Will Call – Any listing with the words “will call” in the notes of the inventory file. These listings will be required to be available for customer pickup at the venue’s official will call window no later than 1 hour prior to the event

- Local Pickup – Any listing with the phrase “local pickup” or “local pick up” in the notes of the inventory file. These tickets must be made available for pickup within reasonable walking distance of the venue, typically within a 10-minute walk. If a customer makes a case that a local pickup location is too far away from the venue, we may be forced to cancel the sale.

Note: Full pickup instructions for paperless/will call/local pickup orders will be required by the day before the event. We require the approximate location of the pickup, the date/time the pickup is to be made (options for pickup must be no less than one hour prior to the event, and up until at least one hour after the event start time), and any additional details the buyer might need to make the pickup (contact name and phone number, a note that a photo ID is required for pickup, etc.)

2.4 Markdowns/Discounts

This is easily the biggest factor in how many sales you will make through TickPick. TickPick does not charge a “sell fee” by default to Large Sellers, we’ll pay you whatever price you send to us. This model differs in comparison to many of our competitors, who typically charge a sell fee between 3-10%. In order to maximize your sales with us, we encourage you to apply a markdown/discount to your wholesale prices that is equal to the highest sell fee you are paying to other marketplaces. Some sellers will feel there is a benefit of being paid more on a TickPick sale, but sales data shows that any extra margin made on TickPick sales because of our lack of a sell fee, is far outweighed by the benefit of doing significantly more sales with us and allowing us to move your inventory at a peak price before you must drop the price closer to the event date.

Any markdown/discount you apply will be passed along directly to the end-consumer, causing your final retail price to appear more attractively and competitively and therefore naturally leading to a higher sales volume with TickPick.

- Applying markdown on our end – If you don’t want to apply a markdown/discount within your software (you may not want to break the pricing terms imposed by one or more of our competitors), but would still like the benefit of doing significantly more sales through TickPick, please reach out to us by phone or email to have us apply a markdown/discount on our end.

2.5 Split Settings

TickPick honors custom split settings provided through a seller’s inventory file.

If no custom split settings are passed through the inventory file, or if the seller’s uploader is not currently passing TickPick split values through the seller’s inventory file, each listing broadcast to TickPick is subject to our own default split settings. Regardless of the quantity of tickets for the listing, we will not allow a buyer to make a purchase that would leave that listing with a quantity of 1.

3.1 Order Confirmation

When a sale is made, a sale notification email will be sent to the email address on file, and we will notify your software of the sale via API if applicable. If that listing is available in your software at the time of the sale being made (not currently sold or being held by another marketplace), we expect that your software will automatically confirm the order (if capable) or that you will navigate through the TickPick Broker Portal (www.TickPick.com/broker-portal/) to manually confirm the sale and sell the tickets out to us in your software. We will typically attempt to contact you on an unconfirmed sale, but any sale that has not yet been confirmed by a seller is subject to cancellation without prior notification if the situation calls for it (near-term event, demanding buyer, fraud caught).

3.2 Rejecting Orders

If a listing is no longer available at the time of the sale and has not yet been confirmed, the seller may navigate through the sale's confirmation link or through the Broker Portal and make TickPick aware of the need to reject the sale, without penalty. If sales are rejected at an unreasonable rate, we may, in our sole discretion, opt to revoke a seller's ability to sell with us. Sales should only be rejected in cases where they have legitimately already sold on another marketplace prior to being notified of the sale by TickPick. The confirmation process is not to be used as an opportunity for the seller to re-evaluate the market for the tickets being sold and any seller who is suspected of this practice may lose their ability to sell with TickPick.

3.3 Offering Replacements on Unconfirmed Orders

If the tickets sold are no longer available as the result of being sold on another marketplace, a seller may opt, instead of rejecting the order, to offer suitable replacements at the same sale price. Replacement offers on unconfirmed orders should only be made if the replacements being offered are of a perceived superior location. Typically, this would be in a lower row in the same/equivalent section, or in a section closer to center stage/court/field/ice, but there may be unique cases where a specific location may be offered if there is other reason to perceive the location as a superior quality (club section, fan section, better vantage point). Any tickets offered as replacements on an unconfirmed order should be placed on hold until we have informed you that the buyer accepts or declines the replacements, or until you have notified us that the replacements are no longer available. If a buyer accepts a pending replacement offer, and you are then unable to fulfill the order with the replacements offered, the sale will be treated as a confirmed sale and may be subject to replacement/cancellation fees if necessary.

3.4 Confirmed Orders

An order placed by a buyer that is accepted by a seller constitutes a binding contract between the two parties. Once a sale has been confirmed, our buyer receives notification and we lose any leverage we might have had to cancel the sale. For this reason, it's imperative for the health of our reputation that all confirmed orders are honored and fulfilled as TickPick is a third party beneficiary of this binding contract.

3.5 In-Hand Dates

Whether an order is confirmed through your software or manually, it will be confirmed with an in-hand date if the tickets are not otherwise marked as "instant download". The in-hand date indicated during confirmation would be the last day in which a sale may be fulfilled without risk of cancellation/penalty. If the in-hand date provided is outside of the date range between the sale date and the event date, it will be assumed the tickets are in-hand (some software confirms with a dummy in-hand date if the tickets are in-hand). If the in-hand date provided is set too close to the event date to provide reasonable time for the buyer to access the tickets, the sale will be subject to cancellation/penalty if the tickets are not shipped in time for the buyer

to receive the tickets (ex: sale date of 8/20, event date 9/20, confirmed as in-hand 9/19). It is known that delivery delays could push fulfillment until very close to the event time (we've seen delivery delays as late as 4 hours prior to the event). In cases of known event-wide delivery delays, a sale will not be at risk of cancellation/penalty leading up to that delivery window as it would be explainable to the buyer as the norm for that event.

3.6 Masking Seat Numbers and Rows

Sellers should not broadcast seat numbers for a listing if they will not be fulfilling with the exact row and seat number advertised. Sellers are permitted to mask their row. In these cases, a seller should not display seat numbers, and the location used to fulfill must be in the same section advertised, in a closer row (see guidelines on row upgrades below).

3.7 Permitted Upgrades Without Approval

A seller may fulfill an order with upgraded tickets without TickPick's approval if the tickets are in the same section advertised and in a lower row, except for a few circumstances:

- a) For a theater performance, the seller may not relocate to within 7 rows of the stage for a listing that is row 8 or higher, and may not relocate any closer to the stage for a listing that is row 7 or lower
- b) For a football or soccer game, the seller may not relocate to within 10 rows of the field for a listing that is row 11 or higher and may not relocate any closer to the field for a listing that is row 10 or lower.
- c) For any hockey game not being held in a hockey arena, the seller may not relocate any closer to the rink for a listing that is within a lower level section or section otherwise known to be impacted by sight lines
- d) For any other event where there are sections impacted by low sight lines, the seller may not relocate any closer to the performance without prior approval from our buyer.

3.8 Busting a Confirmed Order

If a sale needs to be broken for any reason, the seller will be responsible for offering suitable replacement tickets to fulfill the order. There are reasons for busting a confirmed order that are more acceptable than others, and depending on the circumstances (verifiable double sale, barcodes reissued by a barcode-integrated marketplace after sale with us, mapping issue caused by your software, drastic pricing error) and on the length of time following the sale that we have been made aware of the issue (5 minutes versus 5 weeks), we may decide in our sole discretion to push the buyer for a cancellation of a confirmed order or to waive a penalty you would normally be responsible for. These exceptions will be applied on a case-by-case basis, but any confirmed order is to be honored unless we find we are able to rationalize the exception to our customer.

Suitable replacements on a confirmed order should be of a perceived superior location. Typically, this would be in an equal/lower row in an equivalent section, or in a section closer to center stage/court/field/ice, but there may be unique cases where a specific location may be offered if there is other reason to perceive the location as a superior quality (club section, fan section, better vantage point). If replacements are being offered that would be considered inferior to the original location, a discount to the buyer should accompany the location being offered. Any tickets being offered as replacements on a confirmed order should be placed on hold until we have informed you that the buyer accepts or declines the replacements.

If you are not able to offer replacements on a confirmed order, or if the buyer declines the replacement offer you have made, we will do our best to resolve the order with the buyer either through other replacement tickets on the market with or without a discount, order cancellation plus a future TickPick credit, or some combination of replacement tickets, a discount, and a future credit.

3.9 Filling Confirmed Order Not As Advertised

a) Missing/inaccurate disclosures - Any disclosure that is printed on the ticket must be included in the public notes for the listing. Examples of required disclosures include but are not limited to obstructed view, limited view, partial view, rear view, side view, parking only, barstool seating (must include BS in Section or Row field if printed on the ticket), standing room only (must include SRO in Section or Row field if printed on the ticket), general admission section (must include GA in Section or Row field if printed on the ticket), no alcohol section, limited leg room, wheelchair required, wheelchair accessible, must be 18 years old to enter venue, must be 21 years old to enter venue, and child-only seat. Any listing for seats in consecutive rows, directly behind one another, must have "piggyback seats" disclosed in the public notes, and this is the only instance where a non-GA or non-SRO listing may be advertised with seats that are not side-by-side.

b) Changes in delivery method – If a listing does not include a disclosure or note that the tickets are to be set for local pickup or will call, we will need to ask for the buyer's approval before altering the delivery method. If the tickets are listed as electronic delivery, Flash Seats, or mobile transfer, and we are then notified that the tickets must ship, we will need to ask for the buyer's approval before altering the delivery method.

c) Inaccurate ticket details – If the tickets used to fulfill an order do not match the event sold or location advertised (ignoring permitted row upgrades), we will ask the buyer to ship the tickets back to you if necessary before you send the correct tickets or replacement tickets.

d) Missing add-ons – Any advertisements made in the section, row, or notes fields for perks in addition to access to the seating location must be provided, including but not limited to club/lounge/VIP access, pre- or post-event Meet & Greet, inclusion of a parking pass, and food/beverage vouchers.

To remedy any of these situations or any others like it, we may ask you to provide suitable replacements to the buyer to fulfill the sale or offer a discount to the buyer to keep the tickets you have fulfilled the order with. The order may also be subject to cancellation with or without an additional penalty to cover costs incurred to resolve with the buyer.

3.10 Denied Entry Claims

In the event a customer notifies us they were denied entry with the seats you have provided or notifies us they were removed from their seats by venue staff because of another customer arriving with the same seats, our staff is trained to thoroughly vet the buyer's account of the story to determine if the situation merits your attention. After collecting as much information as possible from the buyer, you may be notified of the situation, including all the details that have been collected by the agent. You will be expected to respond to the claim and let us know if you recognize the cause of the denied entry (software mistake caused double sale, primary cancelled order, manually fulfilled with the wrong seats), or if you have documentation from the venue that refutes the claim. Acceptable forms of documentation include:

- A scan report from the venue showing zero unsuccessful scans of the seats/barcodes in question
- A forwarded email from venue staff including the staff's contact email/phone number, where the venue staff has confirmed zero unsuccessful scans of the seats/barcodes in question
- Conference call between the seller, venue, and TickPick to verify zero unsuccessful scans of the seats/barcodes in question

TickPick will not be able to rule against a buyer's claim if documentation does in fact show an unsuccessful scan. We recognize there is a risk of a buyer fabricating a denied entry claim, but we will need some sort of concrete proof that the buyer fabricated the denied entry for us to rule against them, as this proof would be necessary for us to fight a chargeback by the customer.

In these cases, TickPick will work to make the situation right with the buyer (securing replacements if possible before the event, offering a refund, discount, TickPick credit, or some combination). The seller will be responsible for these costs incurred by TickPick, but we will do our best to minimize the costs to you while keeping the customer satisfied. Each customer and situation is different, and for this reason we deal with these situations on a case-by-case basis rather than enforcing a flat fixed penalty. We have found our competitors in this industry are known for pocketing excessive penalties to pad their profits, and this is a practice our staff is trained to avoid.

There are times where the venue will admit fault for causing a denied entry (scanner malfunction, inadvertent double-scan, duplicated barcodes) or for accidentally pulling a customer out of their seats even when they held the valid tickets. In these cases, TickPick will waive any penalties that were to be imposed above your payout.

3.11 Miscellaneous Order Issues

If there is any other issue that causes a customer to receive the incorrect or invalid tickets, please let us know as soon as possible and we'll do our best to reach the customer to fix the issue. If the customer received incorrect or invalid tickets because of software/human error or because of the primary cancelling an order and thus invalidating tickets that were used to fulfill a sale, the seller will be responsible for any costs incurred by TickPick if we're unable to reach the customer before the event to correct the mistake. It is our goal to help fix every issue as they arise, but we cannot always guarantee the buyer will be reachable and we may still need to impose a penalty to cover our costs to make a situation right with the buyer if they're denied entry with tickets they initially received.

4.1 Re-Transfer Requests

As Mobile Transfer fulfillment has become more prevalent among artists, venues, and teams, our industry has been hard at work finding ways to adapt. One of the toughest issues we deal with as a marketplace are times when the customer never received or has deleted the transfer email from Ticketmaster or the artist/venue/team. We will continue to do our best to navigate these situations with our buyers (checking spam/trash folder, logging into account to see if tickets are already in account), but there are cases where we must request a re-transfer of the mobile tickets from the seller to salvage the order.

We will require the re-transfer of mobile tickets in these cases if the request by us is not made within 2 hours of the event. If the tickets have already been accepted by the buyer, we may ask for proof of transfer (screenshot of email/account showing tickets have been transferred and accepted). If the request is made within 2 hours of the event, you will not be required to re-transfer the tickets, but we may ask for proof of transfer to be sent either before or following the event.

Re-Transfer Reimbursement – For any re-transfer completed, you will be entitled to receive a re-transfer reimbursement equal to \$10 or 5% of the order payout, whichever is greater. The re-transfer reimbursement will not be paid automatically but will be paid on each order upon request. We generally make a thin 10% margin on each sale but we're willing to waive at least half of that profit to salvage the sale with the buyer and to make our sellers feel they are being compensated for the inconvenience. We may ask for proof of initial transfer with timestamp to protect ourselves from abuse of this program.

4.2 Payments

We offer ACH (direct deposit), PayPal, and check as our three methods of payment. We make payments to sellers weekly on confirmation, not delivery, which we'll hope you'll find is important to your cash flow in a time where delivery-delays have become common. Our pay period each week is 12:00 AM EST Wednesday through 11:59 PM EST Tuesday, and payments are generally issued on the Wednesday immediately following the end of the pay period.

Notwithstanding the foregoing, TickPick may decide to withhold partial or full payment until after fulfillment or after the event to manage the risk we take as a marketplace taking these orders. Sometimes we will notify all sellers of the policy for these events, but you are not guaranteed to receive notification of a custom payout policy for an event before making a sale.

4.3 Cancelled/Postponed Events

We will honor any sale where the event has been postponed with the intent of being rescheduled for a later date if the tickets will remain valid for the same seating location at the same venue. In this case, TickPick will not offer credits or refunds to buyers for postponed events. Should the venue change for a rescheduled event, TickPick reserves sole discretion to offer credits or refunds to buyers and to cancel a seller's order.

If the event has been cancelled entirely, or if the tickets are not valid for the exact seating location and venue that was purchased, we will process credits or refunds to the customers. For any sales of hardstock tickets that have been shipped, we will require the buyer to return the tickets to the location of your choosing before processing their credit or refund. We may ask that you provide return shipping labels for any tickets that need to be returned. All other delivery types will be credited or refunded automatically.

TickPick will deduct the amount of payment you received from the cancelled event from your upcoming payments. If there is no upcoming payment to draw from, you agree to immediately reimburse TickPick. Accordingly, you hereby authorize TickPick to charge any one of your payment methods on file for amounts you owe us. Additional information regarding negative balances is set forth in the following section.

MLB Single-Admission Doubleheaders – If a baseball game has been rescheduled as part of a single-admission doubleheader, the team will sometimes state that the ticket holder may exchange the ticket for the rained-out game at the box office for a ticket of equal or lesser value to a future game, subject to availability. To prevent customers from taking advantage of impending severe weather by purchasing a sellers' low-priced tickets to a game that will likely be rained out or has already been rained out, we will cancel any sale made on these events and will forbid the customer from exchanging the tickets. If it is found that a customer has subsequently exchanged the tickets, preventing the seller from exchanging the tickets, we will re-charge the buyer the purchase price for the order and will honor the payout, and will look to take steps to prevent the buyer from engaging in this behavior in the future. This policy is most applicable to MLB but will be applied to all similar situations where the tickets are to be used as vouchers for any future event rather than for an exact reschedule date in their same seating location and venue.

4.4 Negative Balances

You are required to square up on any negative balance being carried, including due to revoked payments for cancelled events or revoked payments and penalties resulting from busted orders or denied entry claims. Accordingly, you hereby authorize TickPick to charge any one of your payment methods on file for amounts you owe us. If no payment method is on file or TickPick otherwise requests a different method of payment, you will reimburse TickPick on or before the day following the close of the then-current payment cycle (as determined by TickPick in its sole discretion). If you are unable to make a full payment by such time, please communicate with us to reach a long-term reimbursement plan. In the event TickPick is unable to retrieve owed funds, we reserve the right to suspend your participation in the Large Seller Program until the matter has been resolved. In most cases we will likely take reimbursement by credit card or PayPal, but for larger balances we may ask for the reimbursement to be made by check or ACH/wire payment to avoid transaction fees.

If we are unable to recoup the amount we're owed because of unresponsiveness or inaction, we may explore alternate methods for recouping, such as sending to a collections agency or involving our attorney, and the seller will become responsible for any costs incurred by TickPick to collect on this debt.

4.5 TickPick Support Contact Information

Our office is open 7 days per week between 9 am - 9 pm EST (occasional exceptions are made during holidays). We can be reached via email at support@tickpick.com, and emails are generally responded to in the order they're received. We can also be reached by phone at 845-538-4567, and please be sure to leave a detailed voicemail if you're unable to get through to a live agent.

We look forward to doing business with you and we welcome any feedback regarding your experience as a seller on TickPick. We strive to make TickPick the most broker-friendly exchange to sell your tickets and our goal is to keep that focus as we continue our growth! Thank you!

5.1 Handbook Addendum 5/24/22 Email

There have been some specific pain points for buyers and sellers on TickPick that we'd like to shore up, and we've outlined some policy changes below that will help us strike a better balance between being buyer and seller friendly. Please review these new policies and make sure the right people in your company have been made aware of these changes, effective immediately:

a) No Day-Of-Event In-Hand Dates

Unless there is a known 24-hour delivery delay (you can show TickPick proof of the delivery delay when this comes up), day-of in-hand dates will not be honored. The day-of in-hand date will still be displayed on the listing as advertised, but the sale

will be considered late and can be busted with penalties if it's not delivered by the day before the event date. This is intended to clean up short-selling and make delivery less stressful for retail buyers, B2B buyers, and our fulfillment staff.

b) Near-Term Delivery Deadlines

Sellers should be on top of and in tune with their near-term listings at all times, and with that in mind we are introducing automated and structured near-term delivery deadlines.

On the day of the event, sellers will have 1/3rd of the time between the sale and the event start time to deliver the tickets, before the sale could be considered late and busted with potential penalties. Another way to think about it is for every hour there is until the event, you have 20 minutes to fulfill (ex: if you make a sale 2 hours before the event, you have 40 minutes to fulfill). If the sale is made after 4 pm the night before (local time to the event) or the morning of the event, the 33% rule will start at different times in the morning depending on the event's local start time:

Events starting before 1 pm:

- 33% Rule starts at 8 am
- Ex: If an event starts at 10 am and the order goes through at 2 am, the seller has until 8:40 am to deliver (40 minutes = 33% of 2 hour difference between 8 am and 10 am)

Events starting between 1-4:59 pm:

- 33% Rule starts at 10 am
- Ex: If an event starts at 1 pm and the order goes through at 2 am, the seller has until 11 am to deliver (1 hour = 33% of 3 hour difference between 10 am and 1 pm)

Events starting 5 pm or later:

- 33% Rule starts at 11 am
- Ex: If an event starts at 8 pm and the order goes through at 2 am, the seller has until 2 pm to deliver (3 hours = 33% of the 9 hour difference between 11 am and 8 pm)

c) Seller Protection on News-Driven B2B Buying

If there is news that breaks in one form or another (email from content holder, social media post, etc) that instantly has the effect of driving the market value of an event significantly higher than it was, we will give sellers for that event a 12-hour protected window of time after the news breaks where B2B purchases where B2B purchases could be cancelled if they were placed in that time. Hypothetically a seller would be protected for a maximum of 12 hours after the news breaks if our logs

show they made no manual price changes to the relevant listings in that time, which would be a legitimate sign that they did not see the news in that time. An example of this would be a team announcing a retirement ceremony for a high-profile player for a certain date, and the typical rush there is from brokers to buy those tickets from sellers who had the tickets priced to sell under normal circumstances. Another example of this would be a particular female artist notifying many sellers that she was cancelling their sales, causing a rush of brokers to buy tickets to fill their own sales and/or to take advantage of the subsequent squeeze on supply.

A real example would be if the team makes an announcement of a retirement ceremony at 2 pm, the seller has no access to their phone or computer, the seller has 10 retail sales and 30 B2B sales between 2-6 pm, and then at 6 pm sees all the sales he's made for the game suddenly and raises his price on all remaining listings by 50%, and then has another 20 B2B sales from 6-10 pm before unbroadcasting the rest. In that scenario, the seller could notify TickPick to ask for the 30 B2B sales to be cancelled (B2B sales within 12 hours of announcement, and all took place before the seller was able to make any modifications to the listings). If an auto-pricing software made minor alterations to the pricing before the seller was able to make a more drastic change manually, we may extend the protection through those minor pricing adjustments at our discretion, but still for only a max of 12 hours.

This makes TickPick Pro a less attractive place to buy tickets when there's breaking news, and we acknowledge that. But this was a necessary protection to prevent our sellers from souring on TickPick and to continue to encourage them to give us the best pricing they can.

d) Reporting Purchases to Primary/Content Holder Prohibited

TickPick Pro buyers are prohibited from reporting their purchase details in any way to the content holder with any intent of exposing that seller's identity or exposing that seller's seating location as a reseller. TickPick Pro relies on healthy inventory across all of our sellers and can not be used as a tool by a broker to attempt in any way to cause another broker to lose access to their tickets. If there is evidence that a buyer has used TickPick Pro in this way, TickPick may revoke your ability to purchase tickets on TickPick Pro, we may revoke the buyer's ability to sell on TickPick, and we may give the seller information relating to the buyer's account if requested.

Thank you for your understanding, if you have any questions or feedback we would love to hear from you.

- The TickPick Team

5.2 Handbook Addendum 9/12/22 Email

Mobile Transfer Policy Changes

We're continuing to pinpoint areas where we need to become more efficient, and this one will be mobile transfer-heavy. Please see the new policies below, effective immediately, which affect both sellers and TickPick Pro buyers.

a) Re-Transfer Requests

We want our sellers to trust we're truly making every effort to walk customers through the transfer process and to limit re-transfer requests. In the past 12 months, our re-transfer request rate is 1.2%.

Regardless of our best efforts, there are still times when the initial transfer fails. Most commonly, this happens when the primary fails to trigger the transfer email to the recipient (non-OSS Ticketmaster is the most obvious culprit), or when the transfer URL provided is expired or broken. When this happens, it's no one's fault and we need a re-transfer to save the sale. Mobile transfer is by far the largest delivery method and we will expect our sellers to re-transfer in these cases moving forward if a reasonable amount of notice is given before the event.

b) Re-transfer Reimbursement

On that note, TickPick continues to offer re-transfer reimbursement to compensate brokers for work needing to be re-done. You will qualify for re-transfer reimbursement if you have provided:

- (1) proof of transfer with the timestamp, event and seating details, and recipient email address, or
- (2) a now-expired transfer URL (invalid/broken transfer URLs do not qualify).

Proof Of Transfer

This sounds like a lot of work, we know. If you're looking for some help, you can now have an auto-transfer tool automate the following in most cases:

- fetch the customer name and email for transfer via API
- initiate transfer using that info, triggering transfer email from the primary
- mark the sale as delivered on the marketplace with the specific transfer type
- provide a transfer URL which we pass to the customer as a backup option
- provide proof of transfer in the form of a screenshot or API log

Ask us for an intro to 1Ticket, Automatiq, or Logitix if you're not already using one of these great service providers. If you're already using one of them, ask them what kind of package they offer to automate delivery and help us all cut down on re-transfer requests.

c) B2B Mobile Transfer Acceptance

In general, our TickPick Pro buyers are about half as likely to need a re-transfer than a retail consumer, but that rate could still be a lot better. The biggest issues are caused when buyers wait until the last minute to accept their transfers, only to realize they didn't receive a transfer email or the URL is expired/broken. The buyer will then urgently ask that their order be re-transferred, putting everyone in a bad position.

Moving forward, we expect that B2B buyers are making a point to accept the transfers as the sales are marked as delivered to prevent these last minute stressful situations. TickPick may not cover your penalty costs caused by a seller failing to send a last-minute re-transfer fast enough.

Thank you for your understanding and for being a valuable partner to TickPick.

- The TickPick Team

5.3 Handbook Addendum 10/7/22 Email

Account Surrender

Recently we made some front-end changes to support Account Surrender listings. To properly disclose an Account Surrender listing on TickPick, please make sure you are including "account surrender" in your public notes, be sure to ask your automator if they do this for you automatically.

On these listings, we now disclose the Account Surrender delivery method to the potential buyer before they purchase, and we allow our sellers to fulfill these sales with the account credentials straight from the portal:

Transferless Links

We have seen a recent emergence of "transferless" link delivery on mobile transfer sales. The purpose of this delivery method is typically to protect sensitive inventory from being revoked by an anti-resale artist or team.

TickPick supports transferless links as an acceptable alternate delivery method on mobile transfer orders. Sellers will still be held to the same burden of proof on any denied entry claim caused at the gate by this delivery method, but in general we have seen minimal friction for retail buyers using these transferless links. If you're using an automated delivery tool, ask them if they currently offer this delivery method and how/when you should use it.

Note for B2B buyers - We are not requiring sellers to disclose listings as "transferless" for a number of reasons. This means that when you buy tickets that are marked as "electronic transfer" you may receive a transferless link from the seller without prior knowledge. If you receive a transferless link on a TickPick Pro purchase, you should deliver the link to your buyer or resell the tickets only on marketplaces who also support transferless link delivery. There are some fringe

cases where we may offer support to a B2B buyer, but in general we will not demand the seller to direct-transfer an order that was delivered as a transferless link.

If you have any questions let us know. Thank you for your continued business as both a seller and buyer on TickPick!

- The TickPick Team

5.4 Handbook Addendum 12/8/22 Email

No More Early Fulfillment Requests

Our staff can no longer help TickPick Pro buyers with early fulfillment requests. We have been receiving feedback from our sellers who have been frustrated by TickPick reaching out by email or phone for early fulfillment, so we have to make an effort to respect the seller's in-hand date, even if there's reason to believe the tickets are ready for delivery.

As a TickPick Pro buyer, you are shown the seller's advertised in-hand date on each listing prior to purchasing. Some sellers choose to advertise a very conservative in-hand date for operational reasons, and we must respect that and limit the times we are reaching out to our sellers. As a seller, you may still receive the occasional early fulfillment request from TickPick if we're in a tough situation with a retail buyer.

As a reminder, TickPick no longer honors day-of-event in-hand dates, unless there is a tight delivery delay (24 hours or less). If you see the in-hand date marked as the day of the event, for a ticket that is not on a delivery delay, you should expect delivery no later than the day before the event.

Individual Transferless Links When Requested

In our last policy email, we explained that transferless link delivery is becoming more common, and we clarified it's an accepted delivery method on mobile transfer orders. The most common issue that comes up is when a B2B buyer purchases 2 or more tickets and receives a single transferless link that they cannot split. If the buyer requests that the link be split, we will ask the seller to split the tickets into individual links and to send them to us to give to the buyer. If we are giving the seller reasonable notice, we'll expect the order to be re-delivered with the individual links or the order may be cancelled or busted with penalties if necessary.

Example - a B2B buyer purchases 4 mobile transfer tickets, resells them as two pairs, receives a single transferless link that contains all 4 tickets, reaches out to TickPick to ask for individual links, we will ask the seller to re-deliver the order as 4 individual links (or as 2 and 2 if that works for the buyer as well). A reminder to B2B buyers, we will not demand our seller to direct transfer an order that they have chosen to deliver as transferless links, it will be on you to sort this out with your customer or the marketplace you sold them on.

Thank you for your understanding and for your continued partnership as both sellers and TickPick Pro buyers!

5.5 Handbook Addendum 2/27/23 Email

Below are two updates to our delivery policies intended to reduce friction between buyers, sellers, and TickPick.

In Hand Date Deadline

We've heard feedback from both our retail customers and from our TickPick Pro buyers about our previously vague policy of allowing sellers until "the end of the day" to deliver tickets on their in-hand date.

We are now rolling out a uniform in-hand date delivery deadline of 8 pm, local time to the event. You will now have until 8 pm local time on the day of your advertised IHD to deliver your tickets.

If your listing is marked as in-hand, and the sale takes place after 4 pm (local time to the event), you will have until the next day at 8 pm to deliver your seats.

If the sale takes place after 4 pm (local time to the event), and the event is the next day, it falls under our near-term delivery deadlines that were rolled out last year, the 33% rule.

As a reminder to sellers, we do not auto-bust sales after an IHD has been missed, we send reminders until we see it has been delivered. But if the buyer is demanding we bust a sale after the delivery deadline has passed, we will have no choice but to bust the sale.

As a reminder to TickPick Pro buyers, you cannot assume your order is cancelled/busted once it has passed the delivery deadline. You must receive confirmation from TickPick support staff that the order has been considered busted. We will either process subs or we will instruct you to secure subs at that time.

FedEx Delivery Deadline

To ensure more buyers have their physical tickets before traveling, all hardstock sales must be shipped two shipping days (excluding Saturday and Sunday) before the event, regardless of a broker's day-before-event or day-of-event IHD.

Two examples below:- Friday event, tickets must be shipped Wednesday to arrive Thursday- Monday event, tickets must be shipped by Thursday to arrive Friday

If you're ever unable to print a shipping label because you've missed the cutoff, or if you recognize you need a new label, reach out to TickPick support and we will of course do everything we can to save to sale if possible.

Thank you for your continued partnership with TickPick, if you have any questions let us know!

- The TickPick Team

5.6 Handbook Addendum 5/10/23 Email

Changes to TickPick's Payment Cycle Starting May 14th

TickPick is making a small change to its pay cycle starting with next week's payment. Beginning on Sunday, May 14th, the new weekly payment cycle will be Sunday through Saturday, rather than Wednesday through Tuesday.

Payments will still be made on Wednesday like usual. Next week's payment will be for May 10-13, and the following Wednesday payment will be for the first full pay period May 14-20.

This is being done for two reasons. First, credit card transactions can take up to 3 days to clear into our bank account, so there have always been payments that TickPick was technically floating until the credit card payments cleared. It wasn't a big deal, but something that should have been addressed a while ago.

Second, it allows us a few day buffer period between the end of a pay cycle and payments being processed to monitor for any suspicious activity to our payees, an important protection as we've grown in size. Again this is of little concern, but it's a necessary change.

5.7 Handbook Addendum 7/11/23 Email

Additional Anti-Spec Policy Changes

We're implementing a couple more policies designed to deter speculative selling on TickPick, in light of recent issues we've had across a number of performers and events.

Right to Require Early Fulfillment on High-Profile Events

Moving forward, TickPick will reserve the right to enforce an earlier in-hand date for any sales made for high-profile events, regardless of the seller's advertised in-hand date. As an example, TickPick may default the in-hand dates for all sales for a tour to 7 days before the event, to leave our staff enough time to source suitable replacements for the customer in cases where the seller is not able to fulfill the sale.

If you are notified that your in-hand date is being moved up for any reason, you may provide proof of purchase to TickPick and we may decide to honor your original in-hand date, depending on when the tickets were bought in relation to when they were sold on TickPick (if you bought the tickets on the primary/secondary, and then listed and sold on TickPick, we will honor your original in-hand date). We will also honor original in-hand dates when there are true verifiable delivery delays from the primary.

This policy is designed to deter speculative selling on TickPick, especially for high-profile events.

Required Disclosure of Delivery Delays 24 Hours or Less From Event

Moving forward, we require all sellers to disclose delivery delays on listings that can't be fulfilled until 24 hours or less from the event start time. Please understand that your advertised in-hand date will not serve as a sufficient disclosure of a delivery delay.

If your tickets cannot be delivered until within 24 hours of the event, you should include a public note on your listing to TickPick that includes the term "delivery delay" and "X hours" or "X hour"

Examples:

"Delivery Delay - Tickets will be available for delivery less than 24 hours from the event"

"Tickets will be on a 6 hour delivery delay"

We recognize that we might be the only marketplace requiring this disclosure. If you cannot add this disclosure to your listing for some reason, we advise you to unbroadcast the listing from TickPick. TickPick may also decide not to broadcast your listing as we see fit. If you sell a ticket without the required disclosure, TickPick may bust your order with a penalty.

Note for TickPick Pro buyers - Avoid intentionally purchasing listings that you suspect are missing a required disclosure, whether that be this new delivery delay disclosure, or a side view disclosure for a section that is clearly side view, or an incorrectly advertised delivery method. We will not support any buying behavior that preys on seller mistakes.

Thank you for your understanding, we expect these policy changes will continue to make TickPick a better place to buy and sell tickets.

5.8 Handbook Addendum 1/16/25 Email

Updated TickPick Pro Policies & Procedures

As our broker partners have come to rely on TickPick more and more to sell and buy tickets, we have some updates to our B2B policies and procedures that will streamline the buying experience, while also protecting sellers on the other end. Please familiarize yourself with these new policies.

Sourcing Replacements on TickPick Pro: Moving forward, TickPick will only cover replacement costs on a busted order if the replacements are purchased through the TickPick platform. Replacements obtained through other marketplaces

or B2B platforms will not be eligible for reimbursement. We will continue to compensate incurred costs in the form of TickPick credit.

Buyers must adhere to the following parameters when sourcing replacements:

- **Minimize Replacement Costs:** This is the most important takeaway for our buyer partners. TickPick has always been of the mindset that we don't over-penalize sellers for mistakes. We don't treat penalties on broken orders as an extra revenue stream, and we have maintained this philosophy to protect our sellers long-term. We expect our buyers to adopt the same philosophy when something goes wrong with a TickPick order - minimize costs so we can maintain a positive reputation with our sellers.
- **Cheapest Suitable Tickets:** Buyers are required to choose the cheapest suitable tickets that are comparable in nature to the original tickets ordered. Our definition of "suitable tickets" is:
 - Same section + equal/better row
 - Equal/better section (closer to mid/center court/field/ice, closer to home plate, closer or more center view to the stage, closer to the start line, etc) in the same level of the venue + equal/better row
 - Equal/better section + lower level (ex: 100 level if you originally purchased 200 level) + any row
- **Similar Disclosures:** If your listing has a required disclosure you shouldn't exclude replacements with those same disclosures. This includes side view, obstructed view, limited view, ADA accessible, etc. You are not to replace your tickets with more expensive upgrades if there are cheaper suitable tickets with similar disclosures.
- **Alternate Ticket Quantities:** There may be instances where there are no suitable tickets for the specific listing quantity you ordered. In these rare cases, you will be expected to minimize replacement costs by looking at listings in different qualities than you purchased.
 - Replacing Larger Pack with Smaller Packs: If you ordered a specific quantity, such as one 8-pack, but sold the tickets in smaller groups (ex: two 4-packs), you should seek and replace it with multiple smaller suitable packs if they are cheaper than what one larger pack would cost.
 - Replacing Smaller Pack with Larger Pack: You may need to purchase a larger quantity than originally ordered if suitable replacements are not available. For example, if you ordered a 3-pack but you're finding suitable 4-packs at a much lower total price, you are expected to buy the 4-pack and also to resell the extra 4th ticket to lessen the cost to the seller.
- **Inventory Shortage:** In the rare case when TickPick has no suitable tickets for an event, you should escalate the order to have the broker support team review your options. You must receive approval from the broker support team before purchasing replacements on another marketplace if you expect to be reimbursed.

- **Proof of Sales or Penalties:** TickPick may request proof of your sale or any associated penalties when deciding whether to cover your costs. Please provide accurate and honest information. We maintain a strict zero-tolerance policy regarding the fabrication of proof related to costs incurred. Users may lose their ability to purchase on TickPick Pro if they are found to be falsifying documentation or embellishing costs.

Requesting Busted Orders: Guidelines have also been formalized for requesting a busted order:

- **Deadlines on Standard IHDs:** Before your advertised in-hand date, you can contact broker support to request a firm delivery deadline. The firm deadline you request cannot be earlier than 8 PM (local time to the event) on the day of the advertised in-hand date. Once broker support acknowledges your firm deadline request, you may secure replacements if the tickets are not delivered by your imposed deadline.
- **Deadlines on Near-Term IHDs:** As your seller's near-term delivery deadline approaches, you can contact broker support to request a firm delivery deadline. The deadline cannot be earlier than the near-term delivery deadline (33% rule) for that order. Once broker support acknowledges your deadline request, you may secure replacements if the tickets are not delivered by your imposed deadline.
- **If you receive the tickets from the seller after your firm deadline, you must notify TickPick and arrange to send them back to the seller promptly.**

Account Security Responsibility: You are responsible for the security of your account as it relates to unauthorized use of your username and password. You are urged to use a unique password on TickPick that is not recycled on any other sites, and to not share your password with anyone who is not authorized to purchase on your account.

If your account is used to purchase tickets in an unauthorized manner, we will do everything we can to minimize your damage (redirect the transfer of tickets, cancel undelivered sales, etc), but we will not be able to cover your out-of-pocket costs and you will be responsible for issuing payment to TickPick for all tickets purchased on your account.