



StubHub Top Seller Handbook

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1. THE TOP SELLER PROGRAM

1.1 TERMS AND CONDITIONS

The terms and conditions in this Top Seller Handbook (the “Handbook”) apply in addition to, and can take precedence over, the terms of the StubHub User Agreement and its incorporated policies. You agree that you are making use of StubHub's site and services on an 'as is' and 'as available' basis. StubHub (inclusive of any of its service providers and licensors) makes no warranty with respect to its software, its site, its services, any tickets or related passes, any event, any user content, or that sellers or buyers will perform as promised. By participating in the Top Seller Program (the “Program”), you agree to the terms of both the StubHub User Agreement (and its incorporated policies) and the Handbook. Please refer to the StubHub User Agreement for additional important information regarding your obligations.

The terms of the Program are made available in StubHub’s discretion, and the Program (or any element of it) may be modified, suspended or cancelled by StubHub at any time. In such event, StubHub will notify you by email or other form of written communication, and/or by providing you with an updated Handbook. This version supersedes all previous versions of the Handbook. If you no longer wish to participate in the Program following the changes, you may withdraw.

1.2 DEFINITIONS

The following definitions are used throughout the Handbook to describe performance metrics applicable to sellers participating in the Program (“Participants”).

Dropped Order Rate (DOR): The rate at which orders are not completed by the original seller. A seller’s DOR is calculated by dividing a seller’s total number of dropped orders by the number of Total Orders. Orders cancelled due to event cancellation are not included in a seller’s dropped order rate.

- $DOR \% = \text{dropped orders} / \text{Total Orders}$
- By way of example only, a dropped order includes when a seller cannot fill the order or a seller offers substitutes, but the substitutes are rejected by StubHub or the buyer

Fault Rate (aka Sub/Cancel Rate): The rate at which a seller is not able to fulfill an order with the original tickets sold by the seller. The Fault Rate is comprised of Fault Cancel (dropped) and Fault Sub (subbed, by seller or another seller). Fault Rate is calculated by dividing a seller’s total number of dropped orders + total number of subbed orders by the number of Total Orders.

Fault Rate includes dropped orders so it will always be equal to or greater than the DOR.

- $\text{Fault Rate} = \text{Fault Cancels} + \text{Fault Subs} / \text{Total Orders}$
- By way of example only, a Fault Cancel includes when a seller cannot fill the order, such as when substitute tickets are offered but are rejected by StubHub or the buyer. A Fault Sub includes when the seller offers substitutes and they are accepted by the buyer.

In-Hand-Date (IHD): The date when tickets are physically in the seller’s possession and when the shipping window commences.

Non-Event Ticket Items: Listings that include an event, product, or service where an additional ticket is needed for entry into the main event. For example, pit passes are a common type of Non-Event Ticket Item.

Sell Fee Incentives: Discounts on our standard sell fees, which certain Participants may be eligible to receive based on their sales totals and performance metrics. Top Sellers are eligible to earn sell fee discounts for all of their listings on StubHub. Sellers must have a minimum of \$250,000 in sales and meet certain Fault Rate and Time to Fulfill metrics over a rolling four quarter period to qualify (see section 1.3.2 for details).

Ticket Sales: The prices paid by buyers for your tickets and Non-Event Ticket Items, *excluding* all fees, and *excluding* all dropped, subbed and cancelled orders, orders you fail to honor, and orders cancelled by StubHub due to cancelled events.

Total Orders: The total number of orders that a seller receives in a quarter; excludes dropped, subbed and cancelled orders, orders you fail to honor, and orders cancelled by StubHub due to cancelled events.

Time to Fulfill (TTF): TTF is the time it takes a seller to fulfill an order. Each transaction is measured on a scale of 1-10. TTF is reported as an average score for Total Orders. The TTF for UPS is evaluated in days, and TTF for eDelivery is evaluated in hours. For In-Hand tickets, the TTF clock starts immediately upon the order being placed by the buyer. For Not In-Hand tickets, the TTF clock starts when the IHD is reached.

The maximum score of 10 is reserved for In-Hand tickets and can be achieved by

- Pre-delivery;
- Uploading within an hour; or
- Scanning into UPS in 0 days (per the UPS Definitions below)

Not In-Hand tickets can achieve a maximum score of 9, provided that uploading or scanning into UPS takes place prior to the In-Hand Date. Scores are calculated based on the following table.

Score	In Hand		Not In Hand	
	Time Frame uploaded	Time Frame Scan UPS	Time Frame uploaded	Time Frame Scan UPS
10	Less than 1 hr	0 days	N/A	N/A
9	1 hr - 3 hrs	1 day	Uploaded before IHD	Shipped before IHD
8	3 hrs - 5 hrs	1 day	Uploaded on IHD	Shipped on IHD
7	5 hrs - 12 hrs	2 days	IHD + < 4 hrs	IHD + 1 day
6	12 hrs - 24 hrs	2 days	IHD + 4-12 hrs	IHD + 2 days
5	24 hrs - 36 hrs	3 days	IHD + 12-24 hrs	IHD + 3 days
4	36 hrs - 48 hrs	4 days	IHD + 24 - 36 hrs	IHD + 4 days
3	48 hrs - 72 hrs	5 days	IHD + 36-48 hrs	IHD + 5 days
2	72 hrs - 96 hrs	6 days	IHD + 48 - 72 hrs	IHD + 6 days
1	96 hours +	7 days	IHD + 72+ hrs	IHD + 7+ days

UPS Definitions:

	If the transaction takes place...	ticket must be scanned by UPS...
0 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 3
1 Day	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 4
2 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 5
3 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 6
4 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 7
5 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 8
6 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 9
7 Days	between 1PM PT on day 1 and 1PM PT on day 2	by 4AM PT on day 10

*Weekends are skipped, i.e. everything scanned between Fri at 1PM PT and Mon at 1PM PT is considered to be one day.

1.3 SELLER REWARDS

Top Sellers can qualify for various benefits, as summarized below and as otherwise communicated to you by StubHub. Throughout the quarter, Top Sellers have the opportunity to audit and reconcile their orders and performance metrics by reviewing the Top Seller Data Portal. At the end of each quarter, Top Sellers will have an opportunity to review their final metrics for the quarter and, if there are any discrepancies, Participants can submit an exceptions request to Top Seller Support within the deadline communicated by StubHub at the end of each quarter. After the exceptions are reviewed, new sell fees are applied and late exceptions requests will not be accepted.

Please note that Top Sellers can still reconcile orders at any time in order to meet metrics for future sell fee reduction periods. We strongly encourage sellers to view their metrics and to manage their business on a daily basis.

1.3.1 TOP SELLER PROGRAM QUALIFICATION

To qualify as a Top Seller on StubHub, sellers must:*

- Have at least \$50,000 in sales over a rolling four quarter period
- Have a Fault Rate no greater than 3%
- Have a TTF Score no lower than 8.0
- Have an Invalid Ticket Claim (ITC) Rate no greater than 0.25%

*Qualification period and metrics are subject to change as communicated to you by StubHub. Premium benefits may have higher qualification thresholds.

1.3.2 TOP SELLER BENEFITS

Qualified Top Sellers are eligible for the following benefits:

- Promotions and discounts on selling
- Opportunity to extend UPS listings beyond the standard cut-off times
- Access to our dedicated Top Seller Support team
- Case by case evaluation of charges for faults and invalid ticket claims
- Access to the StubHub Pro quick listing tool
- Opportunity to earn a Sell Fee Reduction (see section 1.3.3)
- Potential to obtain Account Managers based on selling metrics
- Ability to be the first to participate in pilot programs
- Access to the Top Seller Data Portal

1.3.3 SELL FEE INCENTIVES

All Top Sellers may be eligible to earn Sell Fee Incentives on qualified Ticket Sales. Top Sellers can earn multiple discounts with our **StubHub Accelerator Program** that is architected to help you maximize growth on StubHub. The program is made up of three components that can be combined to maximize impact: Volume Incentive, Premium Inventory Incentive and Preferred Pricing (Ticket Utils only) Incentive. All discounts will be applied to a 10% base sell fee.

Volume	Based on GTS (000's)		Hit volume threshold and maintain under 0.25% fault rate & > 9.6 TTF *
	• 5,000	-3%	
	• 2,500	-2%	
	• 1,000	-1.5%	
	• 500	-1%	
• 250	-0.5%		
Premium Inventory	Ticket Price >\$100	-3% + \$3 flat fee	Incentives of up to 3% based on ticket price
StubHub "Partner" Incentives Menu	A	StubHub Tool System	<ul style="list-style-type: none"> -2% -1% <ul style="list-style-type: none"> • For sellers >\$1M • For all other Top Sellers >\$250K
		Inventory Quality "Best Price" (For sellers >\$1M)	<ul style="list-style-type: none"> -2% -1% <ul style="list-style-type: none"> • 3% list price preference • 2% list price preference
	B	Strategic Supplier Tier	>\$20M GTS or at least 1 market leading strategic supply position Customizable component(s) rewarding share growth on StubHub

Qualification for Sell Fee Incentives is determined at the end of each quarter. At a minimum, all sellers must have a fault rate less than .45% and a TTF score of greater than 9.1 to qualify for a Sell Fee Incentive. Achieving those metrics is required before a seller can be considered for the **StubHub Accelerator Program**. If a seller meets the necessary requirements, they will earn a Sell Fee Incentive which is applied to qualifying Ticket Sales during the following quarter. For example, if you qualify for a Sell Fee Incentive at the end of the first calendar quarter, your discount will be valid through the second calendar quarter.

Detailed information regarding the eligibility requirements, Incentive thresholds and eligibility criteria is available on the [Top Seller Data Portal](#).

1.3.4 CHARITY EVENT EXCLUSIONS

StubHub continues to use our brand to benefit great causes and charitable endeavors. To further that goal, StubHub may make commitments to donate our service fees to certain charity events. As a result of these commitments, we may choose not to offer discounts on our current

fee structure for these particular events. You will be charged our standard sell fees for such events, and those fees will be donated to the applicable charity. We will notify you if an event is a charity event.

2. ACCOUNT MANAGEMENT

Participants should manage their accounts daily and follow StubHub best practices in order to position themselves for success with StubHub. Potential consequences for violating any policies, standards, or expectations contained within this Handbook include (but are not limited to):

- Removal from the Top Seller Program
- Order cancellation
- Order substitution
- Removal of listings
- Withholding of payments from StubHub
- Fees and charges that are additional to your sell fees
- Other consequences as identified in the User Agreement, including suspension of your seller account

More than one consequence may apply to any given circumstance.

2.1 PROFESSIONAL STANDARDS

StubHub requires all Participants to meet StubHub's expectations on professional standards. The following is a non-exhaustive list of examples for which StubHub considers its professional standards are not being met:

- (a) Failure to behave in a professional manner.** This includes lack of professional behavior, at StubHub's sole discretion, when working with any StubHub or LMS employee. For example, derogatory or inappropriate comments on social media, online forums, blogs etc. with comments that are directed at or mention StubHub or StubHub employees.
- (b) Abuse of the *FanProtect™* Guarantee, and/or the exploitation of any other StubHub policies.** This includes scraping the site for tickets. StubHub reserves the right to suspend sellers who routinely engage in this practice and to take other actions that may have financial consequences for such sellers.
- (c) Misuse of the "Report an Issue" policy.** Sellers should only report an issue for orders they genuinely cannot fulfill. Not wanting to fulfill a sale (for example, due to price regret) is an insufficient reason to drop a sale. Consequences for dropping sales are described more fully below.
- (d) Direct marketing/solicitation of buyers.** Participants are not permitted, under any circumstance, to include their own marketing or contact information with envelopes sent

directly to the buyer. StubHub conducts random audits for marketing materials and encourages buyers to report sellers that use StubHub as a marketing vehicle.

- (e) **Direct contact with buyers or other sellers.** Sellers are not permitted to contact a buyer or seller of a StubHub order. All contact with a StubHub buyer/seller must be done by Customer Service, Top Seller Support, LMS employees or other StubHub employees.
- (f) **Invalid tickets.** Sellers must provide valid tickets. StubHub reserves the right to withhold or retract payment during the investigation of an invalid ticket claim or determination. Sellers should contact claimsupport@stubhub.com within 48 hours of the initial invalid ticket claim report if they believe they should not be held responsible for invalid tickets.

Based on seller feedback we have implemented a new structure for fees associated with invalid ticket claims.

- In cases where the seller is deemed at fault, as determined by StubHub in its sole discretion, we will charge you an amount equal to 45% of the price of your tickets sold in addition to reclaiming any payment you received from the sale.
- In cases where the venue or primary is deemed to have caused the errors, the 45% charge and fault will be waived, but you will be charged an amount equal to the payment you received for the order.
- In cases where you fail to respond to the notification of the claim you will be charged an amount equal to 55% of the cost of the original tickets in addition to reclaiming the payment you received on the sale, and the 45% charge for being deemed at fault. A response constitutes an acknowledgement of our request and a bona fide effort to investigate the claim and obtain documentation.

In cases where a legitimate effort was made and documentation is unable to be obtained, and there is no clear cause of the claim, we will work with you and use your history with us (specifically your Invalid Ticket Claim Rate) to determine a resolution on a case by case basis. You can view your Invalid Ticket Claim Rate at any time using the Seller Data Portal.

- Acceptable documentation
 - Venue Scan Reports/Seat Location Retrieval report
 - Written documentation from the venue detailing how the tickets were used
 - Venue conference call where written documentation isn't possible
- Unacceptable documentation
 - Ticketmaster Scan Reports/Seat Location Retrieval report
 - Altered or reformatted documentation
 - Recordings or voicemails from a venue representative

StubHub closely tracks sellers' Invalid Ticket Claims (ITC). **Sellers are expected at all times to maintain an average ITC rate of no more than 0.25%.** Sellers who violate this policy may be temporarily or permanently suspended from using StubHub's site and/or services at StubHub's sole discretion.

- (g) Misuse of codes, coupons, corporate discounts, or marketing discounts.** It is at StubHub’s sole discretion to determine when compensation is warranted.
- (h) Bidding on StubHub Search Terms.** Sellers are not permitted to purchase, bid, or register search engine key words, AdWords, search terms, or other identifying terms that include the word “StubHub” or any variations thereof (including, but not limited to, any misspelled or deceptively similar terms) for use in any search engine, portal, sponsored advertising service, or other search or referral service. For example, this policy prohibits someone from bidding on the trademarks StubHub and StubHub.com, and any keyword string that includes these terms or any variation of StubHub’s trademarks. (e.g. Stubhub coupons, stub hub and coupons, Stubhub, stub hub, www.stubhub.com, stub-hub, etc.)
- (i) Chargebacks.** Instead of disputing credit card charges via credit card companies, Participants should contact Top Seller Support regarding any questionable charges. Sellers also should not pull their credit cards from the site. Pulling credit cards or disputing charges could result in removal from the Program or other consequences as outlined herein.
- (j) Breach of any other standard(s) and/or reason(s), as determined at StubHub’s sole discretion.**

2.2 CREDIT CARD INFORMATION

Accounts must contain valid and current credit card information at all times; pre-paid credit cards are not acceptable. If accurate account information is not maintained, StubHub has the right to suspend your account.

2.3 TAX INFORMATION

All Participant accounts must have a valid EIN (Employer Identification Number) or SSN (Social Security Number) on file with StubHub at all times. Failure to provide a valid EIN or SSN may result in restriction of selling rights, delay in processing of payments, removal from the Program, account termination, or other consequences.

Sellers outside the U.S. who are exempt from U.S. tax reporting can request an exemption by logging into My Hub and selecting “International” in the Tax Information section. This exemption must be re-requested every year. Only sellers who live or operate their business outside of the U.S. are eligible for an exemption.

2.4 LEGAL ENTITIES

Where two or more sellers decide to form legal partnership or make a legal acquisition of another ticketing company, they may request that existing accounts be updated to reflect their new legal status. In order to approve such a change, all representatives must inform StubHub of the change and provide legal documentation to support their new status. Once a change has been vetted and approved by StubHub, the account update process will begin. All approved account updates will be reflected in the data portal by the end of the next quarter.

3. SUPPORT

3.1 TOP SELLER SUPPORT

The Top Seller Support team is designed to assist Top Sellers with your customer support needs. As part of this Program, dedicated representatives are available 7 days a week, 365 days a year to assist you with resolving your issues. All your requests must be submitted through Top Seller Support. Requests made directly to other StubHub employees may not be accepted by StubHub.

Your key method of contact should be email. When contacting us by email, you will receive an automatic response from our ticketing system with a record locator and the ability to track your issues.

Top Seller Support Email: SellerServices@StubHub.com (primary contact)

Top Seller Support Chat: <https://admin.instantservice.com/links/7962/61195>

Top Seller Hotline: 866.788.2480

Hours: Monday – Sunday, 8:00 a.m. – 11:00 p.m. (Eastern)

StubHub's Top Seller Hotline is a priority customer service line reserved exclusively for Participants and is staffed by specially-trained customer service representatives. The Top Seller Hotline is available during the hours listed above. Use this Hotline for:

- Offering subs
- Payment assistance for fewer than five orders
- Site error preventing the fulfillment of an order
- Airbill assistance

Except for emergencies, or when contacting LMS offices directly, Participants should always contact Top Seller Support for assistance. In order to ensure that we provide the best customer service possible, we will note contacts with our customers. StubHub reserves the right to modify or revoke Program benefits if sellers fail to behave professionally.

3.2 TOP SELLER DATA PORTAL

All Top Sellers have access to the Top Seller Data Portal, a web-based tool providing access to a seller's important sales and performance data. To access the portal, visit <https://data.stubhub.com> and log in with your StubHub login and password information.

For detailed instructions on how to use the portal, please read the *reference guide* available in the Documents tab of the data portal.

4. LISTING AND FULFILLMENT POLICIES

The provisions in this section set forth some of our listing and fulfillment policies, which apply to Participants in addition to the provisions of our User Agreement and incorporated policies. Sellers may be subject to the consequences outlined herein or in the User Agreement if StubHub policies are not followed. Modifying or misrepresenting tickets in any way may result in removal from the Program or other consequences as outlined herein.

4.1 LISTING POLICIES

- (a) Publish text exactly as it appears on the ticket.** StubHub requires that you list section information as displayed on your tickets or as conveyed by the primary ticket seller. Do not list your tickets with incorrect section information under any circumstances. If the incorrect seating map is displayed for an event, if you have tickets for a section not displayed, or your tickets are not mapping to the proper section, please contact Top Seller Support before listing your tickets.
- (b) Listing Standing Room Only (SRO) tickets.** When listing Standing Room Only tickets on StubHub, you are required to identify them as "Standing Room Only" or "SRO" in the *Section* field. If you fail to include this information, or only indicate "SRO" in the *Row* field, you risk having your orders canceled and you may be liable for the cost of replacement tickets.

This rule applies for general SRO tickets for a venue as well as for SRO tied to specific sections (e.g. Upper 301 – SRO). We'll do our best to have sections associated with SRO included on our seat map, but in the event that we do not, you must still comply with our listing policy. You may send us a request to add your section and we will do our best to add it as quickly as possible. Once added, your listing should automatically be mapped to the proper section.

- (c) Listing a full suite.** To list a full suite, please enter one of the following notes in the *External Notes* field:
- Full Suite (not shared)
 - Full Suite

- Entire Suite

(d) Listing a partial suite. To list seating details within a suite, please enter one of the following notes in the *External Notes* field:

- Partial Suite (shared) - Reserved seating
- Partial Suite (shared) – Unreserved seating
- Partial suite reserved seating
- Partial suite reserved seats
- Partial suite reserved

(e) Listing SRO tickets within a suite. To list Standing Room Only tickets within a suite, please include one of the following notes in the *External Notes* field:

- Partial Suite Standing Room Only - Not a reserved seat
- Partial Suite Standing Room Only
- Partial Suite SRO
- Suite Standing Room Only
- Suite SRO

(f) Row upgrades. StubHub allows sellers to provide up to a five-row upgrade from the actual location of the original tickets, *if you have not included specific seat numbers in your listing*. If you did include specific seat numbers in your listing, you must fulfill with those seat numbers. If the tickets are beyond a five-row upgrade or are located in a different section, you must call Top Seller Support, provide the alternative ticket information, and *obtain StubHub’s approval before fulfilling the order*. StubHub reserves the right to decide what an acceptable upgrade is, and whether to permit the change.

For horse and auto racing, the five-row upgrade rule applies *higher* in the section, rather than lower.

For theater, football, and concerts with reserved seating, the five-row upgrade is not applicable if the buyer is in or moved into the first ten rows of the field or stage. In such cases, the seller must first call Top Seller Support for approval. For example, you cannot upgrade a buyer from Row 8 to Row 4; if the buyer purchases Row 8 you must fill with Row 8.

(g) Speculation. StubHub does not permit or condone the practice of listing “speculative” tickets for sale on the site. Exact seat locations must be known before tickets can be listed. Speculative and vague seat locations such as “TBD” in either the *Section* or *Row* fields may be removed from the site at any time without prior notification (unless the listing is for a select event featuring zone or hybrid maps, as detailed below). Non-existent rows are considered speculative. StubHub monitors the site for ticket listings that violate this policy.

(h) Tickets with special restrictions, circumstances or locations that require specific notification. Some listings require specific notifications in the *Comments* or *Disclosures* fields in order to ensure buyers are well aware of what they are purchasing. Circumstances that need specific notifications include:

“Wheelchair only,” “Wheelchair accessible,” “Alcohol-free seating,” “Limited or obstructed view,” “Youth ticket,” “Student ticket,” “Faculty ticket,” or any other disclosure required by StubHub for that event.

Before listing tickets, sellers are responsible for notifying StubHub of any additional restrictions that need to be added for any individual event. If your tickets or purchase confirmation contains any unique restrictions not offered in StubHub’s “Required disclosures” for that event, StubHub must be notified to add that new disclosure before you list your tickets on the StubHub site.

- (i) **“Piggyback” Listings.** Seats that are in two consecutive rows, directly behind one another, are known as “piggyback” seats. Piggyback tickets may only be listed in quantities of two or more (1+1 piggyback seating is allowed). If listing piggyback seats, you are required to check the box designating the seats as "Piggyback."
- (j) **Non-consecutive seating.** Listings for non-consecutive seats are prohibited.
- (k) **Splits.** Sellers can choose to have their tickets sold in split quantities or all-together, except for listings with a “Listing feature,” for which sellers cannot sell their tickets in splits. Listing features include, but are not limited to, “Parking pass” and “Aisle.” See your specific event to determine all available listing features.

For bulk uploading, listings default to allow splits as follows:

# tickets in listing	Buyer is allowed to purchase...
8 or more	any quantity, without leaving seller with a single ticket
7 or 5	any quantity, without leaving seller with a single ticket
3	only all 3 tickets
6, 4, or 2	only even quantities

To sell a listing as an entire lot only, refer to the Comments Handbook for terms on adding the appropriate *Note* to a listing. If a split purchase is made on a no splits listing, you should immediately contact Top Seller Support and request that the order be cancelled.

- (l) **Theater tickets.** Theater tickets must be listed with all section information as it is printed on your ticket (e.g. ORCH LEFT, MEZZ RIGHT). By way of example only, tickets listed as “Mezzanine” that actually have “Mezzanine Right” printed on the ticket are subject to cancellation and the seller may be held liable for the cost of replacement tickets.
- (m) **Age or gender restrictions.** Any age or gender restrictions printed on a ticket must be disclosed. If the appropriate restriction is not available as a disclosure and is not identified in the StubHub event name, please contact Top Seller Support before listing. You are not required to include an age or gender disclosure if it is part of the StubHub event name.
- (n) **Publishing row location.** Sellers must use a valid row letter, number, or equivalent. Symbols that do not designate a specific row (e.g. an asterisk “*”) and other invalid symbols in the *Section* or *Row* fields are unacceptable. These listings may be removed from the site at any time.

- (o) Zone & hybrid maps.** For certain events, StubHub will use zone or hybrid maps. For zone maps, sellers can list tickets by zone rather than specific sections and rows. Hybrid maps allow sellers to list either by zone or by specific sections and rows. Events with zone or hybrid maps are the only events where listing rows as TBD is permitted.
- (p) Non-Event Ticket Items.** Non-Event Ticket Items can be listed as add-ons to event ticket listings, but cannot be listed on their own unless they fall within an exclusion listed herein or as otherwise communicated to you by StubHub. If a seller uses a POS system that allows these types of listings to be blocked, they should do so.

Common Non-Event Ticket Items include:

- Stadium Club
- Restaurant Club
- Victory Club
- Pit Passes
- Parking Passes*

*Parking passes cannot be sold on their own unless StubHub has created a specific “PARKING ONLY” event for that particular event. Similarly, listing event tickets under “PARKING ONLY” events is prohibited. When listing for a “PARKING ONLY” event, sellers may only list in areas identified on the event map. Parking options not explicitly specified by StubHub for that event cannot be listed. If you cannot find your parking area or have other feedback on our “PARKING ONLY” events, please contact Top Seller Support before you list.

StubHub understands that sellers may be using listing tools to list these Non-Event Ticket Items as standalone items on multiple websites at the same time, so StubHub will attempt to block or deactivate such listings from the StubHub site. If however, these listings do make it onto the StubHub site, the seller is responsible for notifying Top Seller Support so the listings can be blocked or removed.

If a seller receives an order for a Non-Event Ticket Item (other than for a “PARKING ONLY” event) as a standalone item, they are required to call Top Seller Support before fulfilling the order. If the buyer confirms that he or she intended to buy the pass without the associated ticket, the seller will be allowed to fulfill the order. Orders for such Non-Event Ticket Items are subject to cancellation by StubHub or the buyer and you may be subject to other consequences outlined herein or in the User Agreement.

- (q) Paperless, Flash, Mobile, Will Call tickets.** Except where permitted, tickets that cannot be transferred by any of the approved StubHub methods (such as Paperless, Flash, and Will Call and any variation of “pick up day of event”) are prohibited. If a seller uses a POS system that allows these types of listings to be blocked, they should do so. Sellers may use the terms “StubHub block” or “stubhub block” in their comments to block these listings when uploading.

StubHub does understand that sellers may be listing these tickets with other websites, so StubHub will attempt to block or deactivate them. If these listings do make it onto StubHub, the seller is responsible for notifying Top Seller Support so the listing can be blocked.

If a seller receives an order for such tickets, they should not fulfill it. Participants are required to report an issue in My Hub within 24 hours of the order being placed so that the buyer can be alerted and the order cancelled. Orders for such tickets are subject to cancellation by StubHub or the buyer and you may be subject to other consequences outlined herein or in the User Agreement.

On a case-by-case basis, as determined by StubHub in its sole discretion, StubHub may permit Paperless, Flash, Mobile or Will Call Fulfillment for approved genres or sellers. Contact Top Seller Support for details or approval.

- (r) Listing tickets not In-Hand.** StubHub allows sellers to post tickets that are not yet in their physical possession, provided that the seller already has legal ownership of the tickets. Speculation is not permitted.
- (s) Pricing.** Pricing tickets is the sole responsibility of, and at the sole discretion of, the seller and must be done in accordance with all applicable laws. It is the seller's responsibility to be aware of these laws and abide by them when posting tickets for sale on StubHub. In addition, inventory may not update in real time due to technology delays. It is the seller's responsibility to monitor and maintain the accuracy of their inventory once listings are on the site. *Under no circumstance may sellers cancel orders at one price and repost the same tickets for a higher price (for example, as the result of any price regret on the part of the seller).*

4.2 FULFILLMENT POLICIES

- (a) Fulfill orders with the exact tickets you listed within the correct shipping window.** Participants must fulfill orders with the exact tickets listed unless your tickets meet StubHub's "Row upgrades" policy above, or prior approval is granted to you before fulfilling the order.

Buyers are given a delivery estimate based on sellers' In-Hand Dates (IHD). StubHub incurs significant incremental costs when these dates are not met, so sellers must provide IHD that are, to the best of their knowledge, accurate.

You are encouraged to ship or upload tickets as early as possible. **You must ship your tickets no later than your IHD plus one business day (for UPS delivery) or your IHD plus one calendar day (for electronic delivery).**

If the sale occurs after your tickets are already in-hand, you have until one business day (for UPS delivery) or one calendar day (for electronic delivery) after the day your ticket sells to complete your sale.

Please be advised that in the manual listing process, we now ask for the IHD and you are expected to fill the order based on that IHD. For bulk uploaders, you can now include an "InHandDate" column in your file and that date will be communicated to the buyer. This date will default to 8 days prior to the event. If available, we recommend using the InHandDate column so you can provide accurate delivery information to StubHub buyers.

Please refer to the User Agreement for additional consequences for not fulfilling the order with the exact tickets you listed by the correct shipping window, as outlined above.

(b) Report an Issue. To report an issue, use the "Report an issue" link in the sales notification email or on the "Open sales" tab in My Hub.

If your tickets sell within 72 hours of the event or via Instant Download, you cannot Report an Issue online; instead, you must notify Top Seller Support.

If you cannot fulfill an order, StubHub may charge your Payment Method an amount equal to 40% of the ticket price (excluding fees or delivery charges) to compensate StubHub for its losses incurred under the FanProtect Guarantee from the dropped sale.

In some cases involving dropped sales that result in unusually large losses to StubHub (for example, dropped sales involving large numbers of tickets or tickets with significant price appreciation), however, StubHub reserves the right in its sole discretion to charge you the full amount of the replacement costs StubHub incurs under the FanProtect Guarantee (including costs in excess of 40% of the ticket price).

It is important to note that if you are unable to ship your tickets within the correct shipping window, whether or not you report an issue within the specified time period, your metrics may still be negatively impacted. StubHub monitors your DOR and Fault Rate and we reserve the right to suspend your account or impose other consequences if your Fault Rate is greater than or equal to 4% at any time over the last year. Sellers should be prudent in providing accurate in-hand dates. StubHub is not required to call or email sellers before cancelling orders that have not been fulfilled within the correct shipping window.

(c) Software and technology issues. If an issue arises due to technological complications, please contact the technology owner to resolve your issue. StubHub will not compensate sellers for technological errors.

Participants are required to meet their order obligations. You may use Real Time order management systems to manage the pre-delivery of a ticket across multiple marketplaces and are responsible for fulfilling the order on StubHub with a valid ticket. If you are unable to fulfill your obligation, you will be subject to charges/fees or other consequences as outlined herein.

Should StubHub place a hold on your order that results in a double sale, notify Top Seller Support within 5 business days with your proof of double sale. StubHub will review claims

on a case by case basis, and in its sole discretion, may waive seller liability under the Fan Protect Guarantee.

- (d) Converting Hard Stock tickets to PDFs.** Sellers should be cautious when using 3rd party tools to convert hard stock tickets to PDFs. Sellers assume all responsibility for any problems using the tickets, including but not limited to cases of denied entry, removal from the event or seats, or any other issue.

Use of 3rd party tools to convert hard stock tickets to electronic (PDF) tickets is prohibited when doing so presents a significant risk of denied entry to StubHub buyers, as determined by StubHub in its sole discretion. Attempting to use the 3rd party converted PDFs in the following cases is **prohibited**:

- The event is “paperless only” or “hard ticket only” and no electronic (PDF) tickets are issued by the primary ticketing source for the entire event;
- The entire section or zone is “paperless only” or “hard ticket only” and no electronic (PDF) tickets are issued by the primary ticketing source for the seat location the seller owns;
- The seller attempts to change any other details on the tickets in the process of converting them to PDFs, including section, row or seat numbers; and
- The tools used to convert the tickets result in PDFs that have a low quality appearance or do not closely resemble PDFs issued by the primary ticketing source.

These cases may result in order cancellation, fees or charges to your account (including the cost of replacement tickets, coupons, and refunds to the buyer), withholding of payments, and other consequences. Issues stemming from converting tickets to PDFs (or any cases where the seller has altered the section, row or seat location of the original tickets) may result in temporary or permanent suspension of your selling privileges.

- (e) PDF Delivery Delay Fulfillment Guidelines.** As the industry starts to implement more and more PDF delivery delays you, as the seller, will need to be diligent in fulfilling your orders in a timely manner. In order to ensure prompt delivery when the primary has delayed issuing PDF tickets please fulfill your orders as follows.

- Delivery delays of 72 hours prior – fulfill within 24 hours of release (no later than 48 hours prior to event)
- Delivery delays of 48 hours prior – fulfill within 24 hours of release (no later than 24 hours prior to event)
- Delivery delays of 24 hours prior – fulfill within 12 hours of release (no later than 12 hours prior to event)

Events with delivery delays within 24 hours of the event will be handled on a case by case basis. Please contact StubHub immediately upon learning of the delay, and we will instruct you on specific fulfillment guidelines at that time. Please note that extreme delivery delays may not be able to be supported. Please let Top Seller Support know of any primary delay as soon as possible.

5. FULFILLMENT METHODS

There are various fulfillment methods that govern how long a listing remains active on the site. Regardless of fulfillment method, all LMS and Instant Download orders and sales taken within 72 hours of the event time are treated as final (the seller may be held liable for any dropped orders and costs of replacement tickets).

Qualifying Participants can receive extensions on the period for which listings remain live on the site, and may simultaneously have different listing extensions, although each set of tickets will have just one extension type.

Upon request, Top Sellers may receive a 24 hour listing extension for PDF eDelivery or integrated partner events and should follow the following guidelines to avoid substitution or cancellation without prior notice:

- Within 48-72 hours of **local event time**
 - All orders taken between 9AM and 5PM seller time must be fulfilled within 6 hours.
 - All orders taken before 9AM or after 5PM seller time must be fulfilled the next day by 10AM local event time.
- Within 24 to 48 hours of **local event time**:
 - All orders taken between 9AM and 5PM seller time must be fulfilled within 4 hours.
 - All orders taken before 9AM or after 5PM seller time must be fulfilled the next day by 10AM local event time.
- Within 24 hours before **local event time**:
 - All orders taken between 9AM and 5PM seller time must be fulfilled within two hours.
 - All orders taken before 9AM or after 5PM seller time must be fulfilled the day of the event by 10AM local event time.
 - All orders taken after 5PM seller time on the night of the event must be fulfilled within one hour.

StubHub reserves the right to change the qualifications for any extension or to remove a seller from an extension at any time.

5.1 UPS

By default, all listings are assigned a UPS delivery logistic, with the exception of listings for events with integrated partners (aka barcode electronic delivery) or when explicitly indicated as PDF eDelivery or LMS.

All UPS delivery listings expire approximately 3 business days prior to the event. Qualifying Participants may receive a one day listing extension, allowing tickets to be listed or remain on the site until approximately 2 business days prior to the event. To qualify, the Participant must have a fault rate less than 1%, TTF greater than 9.0, and must ask Top Seller Support to grant them permission.

Any sales occurring in the extension window (72-48 hours before the event) must be shipped that same day before 5PM in the seller's local time zone.

UPS extensions may not apply for major events and may change with holidays that affect UPS delivery times. Contact Top Seller Support for more information on major events and holidays.

5.2 INTEGRATED INSTANT eDELIVERY

Integrated instant eDelivery is only available for integrated partner events (e.g. most MLB events and select NCAA events) and is where the seller uploads the ticket barcodes at the time of listing the tickets (also known as "pre-delivered barcodes"). Tickets listed through either the team season ticket account or on the StubHub site with pre-delivered barcodes can be active until up to 2 hours before the event, 30 minutes before the event, event start time, up to 30 minutes past the event start time, or as otherwise specified, depending upon the particular event. Please contact Top Seller Support for further details regarding individual partner event buy/sell end times, as they will vary. Orders for these listings are delivered to the buyer automatically upon their purchase, without additional seller action.

Please note that StubHub may share information with integrated partners. Refer to the StubHub Privacy Policy for further details regarding "How We Use Information."

5.3 INTEGRATED eDELIVERY

Integrated eDelivery is only available for integrated partner events. All tickets listed manually or through an upload file are only delivered electronically after a seller submits a barcode. By default, these listings expire 48 hours prior to the event. *If a seller scans in the wrong barcodes and that order is later subbed with the correct barcodes, it will count against the seller's sub rate (Fault Rate).*

StubHub reserves the right to modify extended eDelivery listing conditions and guidelines at any time.

5.4 PDF eDELIVERY

PDF eDelivery listings are labeled on the event page as "Electronic," indicating to the buyer that the tickets will be delivered electronically. These orders must be delivered by uploading a PDF to StubHub. Please note that this is distinct from integrated partner eDelivery or integrated partner instant eDelivery (both of which use barcodes to cancel/reissue tickets). By default, all PDF eDelivery listings expire 48 hours prior to the event.

Participants who do not have the ability to add an eDelivery Column to their upload file should contact Top Seller Support for access to an override tool to enable eDelivery listings on the site.

Avoid uploading invalid PDF files. Do not upload invalid PDF files you created or PDF files from scans, photographs, faxes, or copies of paper tickets or ticket printouts. Doing so may result in order cancellation, possible charges/fees, and other consequences. Please refer to the User Agreement section on “Consequences” for more important information.

5.5 PDF PRE-DELIVERY

All sellers may upload their PDF tickets during the listing process, which generally extends the period for which the listing will remain live on the site. These pre-delivered PDFs generally expire at the event start time (unless otherwise specified). Buyers will automatically receive the PDF tickets upon completion of their order. Sellers cannot drop pdf pre-delivered orders without penalty and may be held liable for any dropped orders and costs of replacement tickets.

5.6 LAST MINUTE SERVICES (LMS)

Sellers can list their tickets beyond the default UPS listing expiry time by guaranteeing the physical (non-electronic) delivery of their orders through LMS. Sellers must first obtain LMS approval and it is at the discretion of the local LMS office to approve or revoke a listing at any time.

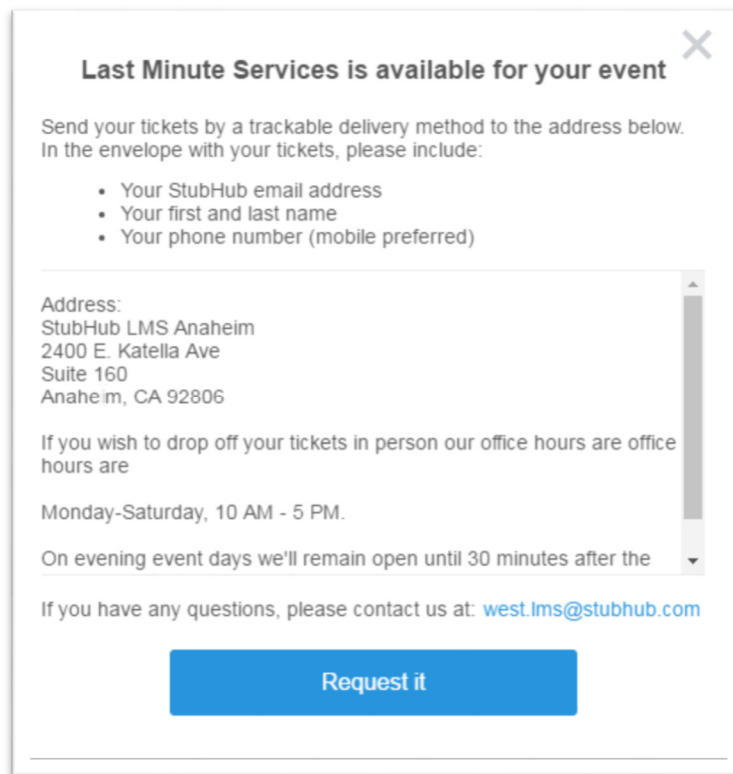
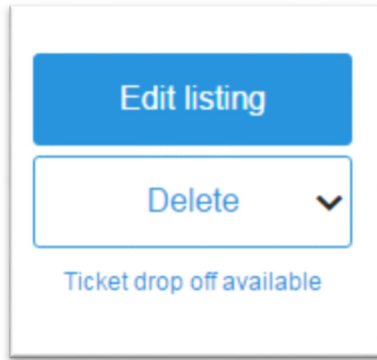
After submitting a LMS request, sellers will receive instructions on delivering the event tickets. Sellers must provide the exact tickets listed for sale or the listing may not be approved for a listing extension. If the seller does not disclose seat numbers on the listing, LMS will fulfill orders with seat numbers from high to low. To prevent a double sale, it is the seller’s responsibility to immediately inform the local LMS office if a ticket in LMS’ possession sells elsewhere. If this ticket is fulfilled by LMS for a StubHub order, it will count against the seller’s fault rate. Dropping LMS orders at any time may jeopardize a seller’s ability to use the service again in the future.

Sellers are responsible for requesting the return of unsold tickets directly from the local LMS office.

5.6.1 REQUESTING LMS

To check on the availability of LMS for an event and request permission to list via LMS, you can:

- 1) See LMS info when tickets are listed for UPS delivery. In My Hub you will be able to see the delivery information for LMS by clicking “Ticket drop off available”



- 2) Check the LMS Remote Event Site to see if there is coverage for an event: <http://www.lms-remote-events.com/>
- 3) Email the regional LMS office to confirm LMS coverage if you are unsure whether this will be an available fulfillment option.

5.6.2 CONTACTING LMS

For a list of fixed, regional LMS Centers and additional information visit: <https://www.stubhub.com/pick-up-locations/>

Regional LMS offices can be reached via e-mail and should be contacted for LMS-related issues. Responses should be provided within 24 hours.

- West Region: west.lms@stubhub.com
- South Region: south.lms@stubhub.com
- Midwest Region: midwest.lms@stubhub.com
- Northeast Region: northeast.lms@stubhub.com
- Canada: canada.lms@stubhub.com
- UK: lms@stubhub.co.uk

StubHub
Your ticket out

LOS ANGELES LMS
261 South Figueroa St
Suite 280
Los Angeles, CA 90012
west.lms@stubhub.com
213-617-2404

LA LIVE
800 W Olympic
Suite A181
Los Angeles, CA 90015
west.lms@stubhub.com
213-617-2404

LAS VEGAS LMS
4081 S. Dean Martin Dr
Las Vegas, NV 89103
west.lms@stubhub.com
702-749-8611

NYC LMS
114 W. 40th St
Courtyard Marriott (Lower Level)
New York, NY 10018
northeast.lms@stubhub.com
212-921-5595

HOUSTON LMS
1301 Leeland Street
Suite 110
Houston, TX 77002
south.lms@stubhub.com
713-222-0186

ARLINGTON LMS
1108 North Collins St
Suite A
Arlington TX 76011
south.lms@stubhub.com
214-220-9990

CHICAGO LMS
946 W. Randolph St
Chicago, IL 60607
midwest.lms@stubhub.com
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415-222-8400

TICKET TECHNOLOGY
7500 College Blvd
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Overland Park, KS 66210
support@tickettechnology.com
866-543-3331

WEST **MIDWEST** **SOUTH** **NORTHEAST** **CANADA** **UNITED KINGDOM**

5.6.3 THIRD PARTY ORDERS AND POLICIES

When tickets are in possession of Last Minute Services (LMS), sellers are permitted to send non-StubHub customers to pick up tickets at the LMS location for a fee. Sellers are required to place a LMS 3rd Party Pickup Order for each customer prior to customer pick up at LMS. To place an order, visit <https://lmsthirdpartypickup.com/>. LMS 3rd Party Pickup Orders can be placed through StubHub on a desktop computer only. Orders cannot be submitted through our mobile app or a tablet device.

If a seller's customer arrives at the LMS location without a LMS 3rd Party Pickup Order in place, StubHub reserves the right to charge the seller double the third party fee for that event after fulfilling the customer's order. If StubHub cannot reach the seller, the order will not be fulfilled until the seller contacts the LMS location or enters a LMS 3rd Party Pickup Order.



StubHub reserves the right to revoke LMS selling privileges at its sole discretion, without notice, for failure to follow the LMS 3rd Party Pickup Order Policy.

5.6.4 RESTRICTED SELLING EVENTS

Restricted Selling Events (“RSE”) are events where sellers must first obtain permission from Top Seller Support and/or LMS to list tickets. Permissions are based on a seller’s performance metrics, their history with LMS, and their acceptance of StubHub’s terms for that particular event. Most RSEs will be LMS-only events and include, but are not limited to, Super Bowl, College Football Playoffs, Final Four, Masters, and Ultimate Fighting Championship (UFC) events.

6. BULK UPLOADING POLICIES

6.1 BULK UPLOADING

Bulk Uploading is the process by which a seller uploads a correctly formatted, comma separated value file (.csv) or a text file (.txt) of their inventory to StubHub. This file should be exported from the seller’s POS software. Sellers must use the Top Seller site that they are assigned in order to access the bulk upload tool.

Go to the assigned Top Sellers site:

1. Log in using username and password
2. Click on the Bulk Upload link on the top navigation bar
3. Browse, attach and upload an up-to-date inventory file

Include the following file headers, exactly as below (any differences can cause upload failures):
“Event,Venue,EventDate,Eventtime,Quantity,Section,Row,Seatfrom,Seatthru,Notes,Cost,TicketID,InhandDate,eDelivery_ind”

Optional columns:

- *InHandDate*: This column will assign an IHD to your listing. Make sure to provide an accurate IHD with the format “MM/DD/YYYY” (e.g. “06/30/2010”). If no IHD is specified in this column, the IHD will default to 8 days prior to the event.
- *eDelivery_ind*: This column is available to identify whether your tickets are electronic (PDF). Noting these as “Y” will extend your listing as electronic fulfillment, not UPS. If your listings will not have electronic fulfillment, either include “N” or leave the field blank.

6.2 BULK LOADING VIA FTP

StubHub can accept files via File Transfer Protocol (FTP). Sellers can separately set this up on their computers using a third party program that enables the transfer of files (e.g. “Cute FTP”).

To price accurately and maintain up to date inventory, sellers are strongly encouraged to upload files frequently, but no more than every 10 minutes, and to validate their inventory and prices prior to each upload. Please contact Top Seller Support for proper FTP settings.

6.3 UNMAPPED LISTINGS

If listings do not appear on the appropriate event pages, they may have gone unmapped. This could happen if events are not yet built on StubHub or if the listing needs to be manually mapped. Review the ABL Unmapped Event Listings report in the Top Seller Data Portal to view unmapped listings. Contact Top Seller Support immediately if a listing has gone unmapped or if your listing maps to an incorrect event.

6.4 SELL-SIDE MARKUP

Please note that Markups Are based only on volume sell fee incentives and are therefore applied equally to all of your listings on Stubhub.

If you are selling tickets over \$100 you will be charged 3% less plus \$3, but your payout will be equal to what you otherwise would have expected based on your volume incentive alone. In other words, when you list a ticket on StubHub, your ticket cost will be lowered, rather than your payout being increased. If you would like to increase your payout you must adjust your ticket cost. Please note that when you adjust your ticket cost, your ticket cost will be automatically lowered by our system before it goes live on our site. If you would like to have additional controls over your pricing, we would recommend moving to an API based platform.

7. ORDER FULFILLMENT

7.1 SALES NOTIFICATIONS

When tickets sell, sellers are sent:

- An email with sale confirmation, a link to complete the sale, and a link to report an issue
- An alert on the My Hub page

Without limiting our other rights and remedies, StubHub reserves the right to cancel orders in the event of buyer fraud. See “Section 9: Fraud” for more details.

7.2 FULFILLMENT METHODS

Upon sale, the sales notification page will indicate the method of fulfillment. Sellers must fulfill the order by the specified method. Sellers shall not change orders with UPS fulfillment to LMS drop-off, *even if the seller is approved to sell with LMS for other orders.*

7.3 UPS ORDERS THAT SELL WHILE AT LMS

If tickets are at LMS and sell before the UPS cutoff, LMS will ship your tickets. If tickets are in transit to LMS after the UPS cutoff, sellers need to notify LMS if they need tickets shipped.

Failure to contact LMS in a timely manner to request that LMS ship the tickets to the buyer can subject the order to cancellation or substitution and/or negatively impact a seller's performance metrics. If there are exceptions that create late shipments, sellers should notify Top Seller Support. LMS will aim to ship all tickets as quickly as possible.

7.4 UPS HOLIDAYS

Sellers are responsible for knowing which days UPS does not ship. Cutoff times are subject to change for UPS orders.

7.5 SHIPPING TICKETFAST OR PDF TICKETS

For UPS orders, if a seller is printing out TicketFast or PDF tickets, we strongly suggest the use of color ink and security paper. These measures provide the buyer with confidence and reduce the chances of issues occurring with the order.

7.6 REQUESTING A NEW SHIPPING LABEL

If a new shipping label is needed, send a request to SellerServices@StubHub.com. This email channel should only be used to request an airbill when the existing airbill is no longer sufficient. For example:

- When the seller has a two-day label that needs to be changed to an overnight label
- When the buyer requests a change of address and the seller is waiting for a new airbill from Customer Service

If a new label is needed because you are shipping after the In-Hand Date has passed, you may be subject to additional fees, charges and other consequences. For urgent issues, please contact the Top Seller Hotline directly.

7.7 INCORRECT TICKETS

Sourcing and/or shipping incorrect tickets creates a negative experience for both buyers and sellers. In the event incorrect tickets are sourced or shipped, follow the guidance below:

If the seller...	Seller should...
receives tickets that do not exactly match what was sold on the order	contact Top Seller Support prior to shipping to verify if the buyer will accept the other tickets.
shipped incorrect tickets that have not yet reached the buyer	immediately contact Top Seller Support to research the order and potentially stop the shipment.
shipped incorrect tickets that have already reached the buyer, entered incorrect ticket barcodes, or uploaded an incorrect electronic (PDF) ticket	immediately contact Top Seller Support to research the order. Sellers may be required to immediately ship the correct tickets to the buyer using the StubHub provided airbill, enter new barcodes or upload new PDFs. StubHub also provides a return airbill to the buyer so the incorrect tickets sent via UPS can be returned to the seller.

If incorrect tickets are delivered, *even if the seller has correct tickets to send*, StubHub reserves the right to cancel the order or source replacement tickets from another seller. Sellers must send the buyer correct tickets before they can expect return of the incorrect tickets. StubHub cannot guarantee the return of incorrect tickets or the return of tickets in time for the event.

If incorrect electronic (PDF) tickets were uploaded, StubHub can confirm whether the buyer has viewed the original/incorrect tickets. If the incorrect tickets have been viewed by the buyer, sellers are encouraged to reissue the PDFs with new barcodes when possible.

StubHub tracks the delivery of incorrect tickets very closely. *Sourcing and/or shipping incorrect tickets may subject the Participant to consequences outlined herein or in the User Agreement.*

7.8 SUBSTITUTIONS

If the buyer receives tickets which are not the tickets represented by the seller in the listing, or if the seller cannot or does not ship the tickets within the correct shipping window, the tickets are subject to possible substitution. StubHub expects sellers to provide the tickets as represented and sold on StubHub. Buyers and StubHub have the option to cancel the transaction for any reason if a substitution is necessary.

Sellers should regularly monitor their Aging Orders report in the Top Seller Data Portal or the Open Sales tab in their StubHub Account to ensure orders are fulfilled on time and avoid possible substitution by StubHub.

Substitution Tips and Notes:

- **Substituting with tickets not in seller's inventory.** If a seller cannot fulfill an order through their original inventory, they may (after contacting StubHub) attempt to secure replacement inventory to complete the transaction. Sellers cannot request that StubHub offer specific tickets listed on StubHub as substitute tickets (subs). They must secure the tickets themselves prior to offering the tickets as subs. If the seller cannot offer suitable alternate tickets, or if the subs are refused by StubHub or the buyer, the seller's account will be marked with a Dropped Order, which will affect the seller's overall account standing.

- **Subs offered to buyer.** Subs must be *offered at the same* (or discounted) price as the original transaction with comparable locations (determined by StubHub). To ensure the highest Sub acceptance rates, sellers can offer obvious upgrades at no additional cost.
- **Indicating the offer of Subs:** If the seller has Subs, he or she should indicate this on the Report an Issue form, which is linked through the sales notification email or on the "Open sales" tab in My Hub.

8. CANCELLED AND RESCHEDULED EVENTS

8.1 CANCELLED EVENT POLICY

An event is deemed cancelled when StubHub has determined that there is no rescheduled date for the event. A contingent event (e.g. playoff game) is considered cancelled if it is not played. When an event is designated as cancelled an email will be sent to the seller. StubHub will review and determine, in its sole discretion, which cancelled events may qualify for a refund.

If you need your tickets back, please contact us within two weeks of the event cancellation. StubHub will attempt to obtain the tickets back from the buyer and return them to you, but cannot guarantee that this will occur.

If the tickets delivered were originally electronic tickets of any type, whether delivered electronically or printed out and delivered via UPS or LMS, it will be assumed that the seller has retained their original electronic file and does not need printouts returned.

Playoff tickets or tickets for other contingent events that are cancelled will not be returned to sellers.

If a seller has already received payment, StubHub reserves the right to retrieve these funds by charging the seller's credit card or payment method on file for the payment amount. If the seller prevents StubHub from retrieving the funds, StubHub reserves the right (among other consequences) to suspend all selling permissions and benefits, and withhold future payments until the matter is resolved.

8.2 RESCHEDULED EVENTS

Rescheduled events are defined as any event where the time and/or date are changed by the team, venue or artist. As circumstances of rescheduled events may vary, we evaluate rescheduled events on a case-by-case basis to determine the appropriate course of action. In some cases, the venue or team will honor tickets with the original event date.

If the venue requires **new tickets** for the rescheduled event, StubHub may deem the event cancelled. If this occurs, a refund will be issued to the buyer and the seller will not be paid. If a seller has already been paid, StubHub reserves the right to retrieve the funds by charging the

seller's credit card, or payment method on file, for the payment amount. See the full cancelled event policy herein.

In some cases, sellers may be expected to send new tickets to the buyer for a rescheduled event. If new tickets are required, StubHub will contact sellers with the steps they need to take. If the seller does not send the new tickets and the buyer is denied entry to the event with the original tickets, the seller may be liable for the full amount of the order and any costs associated with satisfying the buyer, including replacement costs. If new tickets are required for a rescheduled event and the seller has not received a cancellation notice or instructions from StubHub to re-fulfill the order, the seller must contact StubHub prior to the event.

9. FRAUD

StubHub reserves the right to cancel any order that it deems fraudulent. If it is determined that an order is fraudulent on the buyer side, StubHub's Trust and Safety Department may contact the seller with a cancellation. We ask that Participants help resolve these orders in a cooperative fashion.

10. PAYMENTS & CHARGES

10.1 PAYMENT TIMELINE

Payments to Seller (PTS) represent amounts due to a seller for his or her Ticket Sales. The amount due to the seller is for the ticket price less the seller fee, plus or minus any adjustments to payout for changes to the order (e.g. charges and penalties).

PayPal is the default method for paying sellers, although sellers also have the option to be paid by direct deposit. For certain integrated partners, payment by crediting a season ticket account is also available ("Credit My Team Account"). Payments are generally processed within five business days after confirmation of delivery to the buyer for all fulfillment methods. Exceptions apply for contingent or high profile events (e.g. Super Bowl), where StubHub will begin processing PTS after the event has taken place. Actual seller payment receipt will vary depending on the payment method chosen.

StubHub reserves the right to review orders and withhold payments if complications exist with the order or if the seller has outstanding accounts payable on other transactions or accounts.

10.2 PAYPAL PAYMENTS

PayPal enables individuals and businesses with an email address to securely, easily, and quickly receive payments via email. As stated above, PayPal is the default payment method for all sellers on StubHub. StubHub absorbs PayPal fees when submitting payments. The email in the

seller's StubHub account is the default email to which payments are sent. The payment email can be changed under My Hub.

PayPal payments are made 7 days a week and deposited as a separate payment for each sale. Once your payment is deposited in your PayPal account, you can withdraw your funds via check, PayPal debit card, or transfer to another account.

Issues with PayPal that are out of StubHub's control can occur and affect payment timing. Additionally, issues between the seller and PayPal regarding their PayPal account must be resolved directly with PayPal, and not with StubHub.

10.3 DIRECT DEPOSIT PAYMENTS

Direct deposit payments are sent directly to your bank account. You can sign up for Direct Deposit from My Hub by adding your bank account and routing number. Please note we can only support Direct Deposit to U.S. bank accounts.

When you sign up for Direct Deposit, bank deposits will occur Monday-Friday with payments batched into one deposit per day. You can view the details of each batched payment in the Batch Payments Report in the Top Seller Data Portal.

10.4 CHECK PAYMENTS

As of February 16, 2017, StubHub will be retiring the check payment option and will be moving entirely to electronic payments via PayPal and Direct Deposit (or Credit My Team Account, where available).

10.5 CREDIT MY TEAM ACCOUNT PAYMENTS

If you listed your tickets from select MLB team accounts, or from another account with an integrated StubHub partnership, you may have the option to credit your payments to your team account. This payment option is only available for certain partners of StubHub and is accessible on the Payment Options page when listing your tickets.

If you select this option, we will send payment to the partner and they will credit your payments to the season ticket account associated with the tickets listed. Credit My Team Account payments are processed by the 15th of each month. The timing for when the credit appears in your team account depends on the team.

Once a payment is issued to your season ticket account, it cannot be cancelled and reissued via any other payment method (e.g. check or PayPal). If a seller has selected payment via Credit My

Team Account in error and the payment has already been issued, the seller needs to resolve the issue with the partner directly, and not with StubHub.

10.6 RECONCILIATION REQUESTS

If an order is not paid and the seller believes that they are owed payment, they should first check the Payment History in their StubHub Account to locate the payment. If the payment cannot be located, sellers may contact Top Seller Support to reconcile the order. Participants should email Top Seller Support with the appropriate information, including the missing StubHub Transaction IDs, event dates, dollar amounts, and any other relevant information.

10.7 CHARGES

If a seller receives payment for an order which later needs to be reversed or recouped or if the seller is charged a penalty or replacement costs (e.g. for a dropped order), StubHub will issue a charge to the credit card on file or apply a credit memo to a future payment (see Credit Memo Statements section below for additional details).

The default charge method for Participants is via credit memo. We may not be able to honor requests to only charge a credit card instead of recouping funds owed via credit memo.

10.8 CREDIT MEMO STATEMENTS

Sellers who use PayPal as their payment method are able to check the Top Seller Data Portal to locate an itemized statement showing details of any credit memos applied to the account.

Sellers who use direct deposit as their payment method can view the Batch Payments Report in the Top Seller Data Portal for an itemized list of payments included in each batched deposit, which includes any payments and credit memos.