

House \_\_\_\_\_ Amendment NO. \_\_\_\_\_

Offered By \_\_\_\_\_

1 AMEND House Committee Substitute for Senate Bill No. 833, Page 10, Section 381.058, Line 32,  
2 by inserting after all of said section and line the following:

3  
4 "407.1390. 1. As used in this section, the following terms shall mean:

5 (1) "Consumer", the purchaser of an event ticket;

6 (2) "Credit card", the same as defined in section 407.432;

7 (3) "Credit card entry", allowed entry to a live event or sporting event based solely upon the  
8 presentation of the purchasing consumer's credit card and valid identification;

9 (4) "Event ticket", a printed, electronic, or other type of evidence of the right, option, or  
10 opportunity for a consumer to occupy a space at, or to enter, or to attend a place of entertainment.  
11 Event tickets do not include tickets issued for a private event;

12 (5) "Event ticket vendor", primary ticket sales platforms, secondary ticket exchanges, and  
13 ticket issuers;

14 (6) "Primary ticket sales platform", a marketplace operated by or on behalf of a ticket issuer  
15 for the use of consumers for the initial purchase of event tickets from the ticket issuer;

16 (7) "Secondary ticket exchange", an electronic marketplace that enables a consumer to buy,  
17 sell, and resell event tickets;

18 (8) "Ticket issuer", any person that makes event tickets available, directly or indirectly, or  
19 an agent of any such person.

20 2. An event ticket vendor shall:

21 (1) Not sell an event ticket having a credit card entry restriction to a consumer unless the  
22 following notice is provided by such vendor prior to purchase: "RESTRICTIONS APPLY; PROOF  
23 OF CREDIT CARD USED FOR PURCHASE AND VALID ID MAY BE REQUIRED FOR  
24 ENTRY. TICKETS ARE NON-TRANSFERABLE. YOUR ENTIRE GROUP MUST ENTER AT  
25 THE SAME TIME."

26 (2) Maintain a toll-free telephone number for consumer complaints and inquiries;

27 (3) Implement a standard refund policy that provides a consumer a full refund or  
28 comparable replacement event tickets to consumers who purchased events tickets through that event  
29 ticket vendor if:

30 (a) The event is cancelled and not rescheduled;

31 (b) The event ticket received by the consumer is counterfeit;

32 (c) The event ticket has been cancelled by the ticket issuer for non-payment by the original  
33 purchaser, or for any reason other than an act or omission of the original purchaser;

34 (d) The event ticket fails to conform to the description provided by the event ticket vendor;

35 (e) The event ticket was not delivered to the consumer prior to the occurrence of the event,  
36 unless such delivery failure was due to an act or omission by the consumer;

Standing Action Taken \_\_\_\_\_ Date \_\_\_\_\_

Select Action Taken \_\_\_\_\_ Date \_\_\_\_\_

1       (f) The event ticket does not provide the consumer admission to the event for which the  
2 event ticket was purchased.

3  
4 Any standard refund policy implemented under this subdivision shall include the full price paid by  
5 the consumer for the event ticket, in addition to all fees charged in connection with the purchase,  
6 including but not limited to download, delivery, and shipping fees.

7       3. Nothing in this section shall prohibit an event ticket vendor from taking reasonable steps  
8 to remediate incidents of fraud, or from implementing consumer protection policies that exceed the  
9 minimum requirements set forth in this section.

10       4. It shall be considered an unlawful practice subject to the penalties in section 407.020 for:

11       (1) Any person to knowingly use or sell software to circumvent, thwart, interfere with, or  
12 evade a security measure, access control system, or other control or measure on an event ticket  
13 vendor platform, website, or online marketplace;

14       (2) Any person or event ticket vendor to violate the provisions of this section."; and

15  
16 Further amend said bill by amending the title, enacting clause, and intersectional references  
17 accordingly.