David Teslicko
Acting Chief
Financial Services, Fintech, and Banking Section
Antitrust Division
U.S. Department of Justice
450 Fifth Street NW, Suite 4000
Washington, DC 20530

September 4, 2026

Re: Tunney Act Comments in *United States of America, et al. v. Live Nation Entertainment, Inc. and Ticketmaster L.L.C.*, No. 1:24-cv-03973-AS

Dear Mr. Teslicko:

Attached please find comments of TicketNetwork, Inc. concerning the Proposed Final Judgment in *United States of America, et al. v. Live Nation Entertainment, Inc. and Ticketmaster L.L.C.*, submitted pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16.

Thank you for your consideration.

Sincerely,

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, et al., *Plaintiffs,* **v.** **LIVE NATION ENTERTAINMENT, INC. and TICKETMASTER L.L.C.,** *Defendants*	**Case No. 1:24-cv-03973-AS**

COMMENTS OF TICKETNETWORK, INC. ON THE PROPOSED FINAL JUDGMENT UNDER THE ANTITRUST PROCEDURES AND PENALTIES ACT

TicketNetwork, Inc. ("TicketNetwork") respectfully submits these comments pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16 (the "Tunney Act"), concerning the Proposed Final Judgment ("PFJ") submitted by the United States Department of Justice ("DOJ") in this action.[1]

The Tunney Act requires this Court to determine whether entry of the PFJ is in the public interest, including consideration of its competitive impact, enforcement provisions, ambiguity, and whether it adequately terminates the alleged violations.

TicketNetwork submits that the PFJ recognizes important barriers to competition in live-event ticketing but frames competition too narrowly around the choice among full-service primary ticketing providers. TicketNetwork's own business spans multiple layers of the market: secondary resale is its core business, but TicketNetwork also provides ticketing software and, through rights-holder distribution arrangements, acts as the consumer-facing marketplace for tickets being offered for the first time. We believe our perspective brings useful insight to this settlement consideration because modern ticketing allows the firm controlling the back-end credential to remain a gatekeeper even when another marketplace wins the distribution relationship and the consumer transaction.

The PFJ itself recognizes that primary ticketing can be modular: it distinguishes a "Primary Marketplace" from a "Primary Ticketing Back-End" and requires Ticketmaster to open portions of its back-end to certain Eligible Primary Ticketing Services Providers. But Ticketmaster need not integrate with a third-party marketplace that does not satisfy that eligibility definition. The practical question is therefore not only whether a rival can replace Ticketmaster as a venue's full-stack primary ticketer, but whether independent marketplaces can distribute first-sale inventory

[1] 15 U.S.C. § 16(e)(1).

and serve consumers without remaining dependent on Ticketmaster's approval, credentials, or rules.2

TicketNetwork therefore submits that genuine interoperability should be a minimum condition of an effective remedy. Whether the ultimate remedy is behavioral, structural, or some combination of both, independent marketplaces must be able to compete for initial distribution and later lawful transactions without the incumbent back-end controlling the terms of that competition.

I. TICKETNETWORK'S INTEREST IN THIS PROCEEDING

TicketNetwork is an independent ticketing technology and marketplace company that has operated in the live-event industry for more than two decades. Although secondary resale remains its core business, TicketNetwork's operations also include ticketing software services and rights-holder distribution arrangements under which TicketNetwork markets and sells inventory that has not previously been offered to consumers. In those transactions, TicketNetwork can be the consumer-facing marketplace for the initial sale even when the underlying ticket credential is generated, controlled, or fulfilled through another ticketing platform's back-end.

In July 2025, before the settlement now before the Court, TicketNetwork submitted comments to DOJ and the Federal Trade Commission identifying vertical integration, long-term exclusive venue-ticketing contracts, transfer restrictions, technological lock-in, and dominant primary sellers' participation in resale as impediments to competition. TicketNetwork recommended guaranteed ticket portability, open authentication standards across qualified marketplaces, limits on long-term exclusivity, and protections against using technological control to foreclose lawful competition. It also urged that lawful resale not be constrained through private price floors or similar market restrictions.3

That experience gives TicketNetwork a perspective that is not limited to downstream resale. An independent marketplace can compete for the right to distribute primary or first-sale inventory without serving as the venue's system of record. The PFJ's marketplace/back-end architecture therefore directly affects whether companies such as TicketNetwork can compete for transactions on their merits while remaining independent of the dominant back-end provider.

II. THE PUBLIC-INTEREST ANALYSIS SHOULD ACCOUNT FOR BOTH THE PRIOR CONSENT-DECREE HISTORY AND THE SUBSEQUENT JURY VERDICT

Two features of the record are particularly relevant to whether a predominantly behavioral remedy can restore durable competition.

A. The Previous Behavioral Decree Did Not Eliminate the Conduct It Was Designed to Prevent

The 2010 Final Judgment governing the Live Nation-Ticketmaster merger barred retaliation against venues choosing competing ticketing providers and conditioning access to concert

[2] Proposed Final Judgment, United States v. Live Nation Entertainment, Inc., No. 1:24-cv-03973-AS, ECF No. 1523-2, § IV.E (S.D.N.Y. filed June 12, 2026), https://www.justice.gov/atr/media/1446036/dl.

[3] TicketNetwork, Inc., Comments in Response to DOJ/FTC Request for Information on Competition and Consumer Protection in Live-Event Ticketing, ATR-2025-2002 (July 2025), https://corporate.ticketnetwork.com/wp-content/uploads/2025/07/TicketNetwork-ATR-2025-2002-Submission-1.pdf.

content on use of Ticketmaster. DOJ later concluded that Live Nation repeatedly violated those requirements and obtained a substantially modified and extended decree in 2020.[4]

At the time, DOJ stated that Live Nation had "broke the promises they made to the court and the American people."[5]

The current PFJ is more detailed and contains stronger monitoring and enforcement mechanisms, improvements TicketNetwork does not minimize. But additional behavioral rules do not eliminate the incentives created when a vertically integrated company controls major venues, concert promotion, dominant primary ticketing infrastructure, ticket credentials, and a substantial resale marketplace. The question is whether the new rules materially change the Defendants' ability and incentive to disadvantage competitors, rather than merely providing new procedures for policing that conduct after it occurs.

B. The Competitive Record Has Materially Developed Since DOJ Chose to Settle

The non-settling Plaintiff States continued the litigation to verdict. On April 15, 2026, following a five-week trial, a jury found that Ticketmaster unlawfully maintained monopoly power in ticketing services at major concert venues. The jury also found that Live Nation monopolized the market for large amphitheaters and unlawfully required artists using those amphitheaters to use its event-promotion services.[6]

Those findings do not dictate the remedy under the United States' settlement, but they provide an important benchmark for evaluating whether the PFJ will restore competitive conditions. The Court's public-interest review should reflect the record as it exists now, not only the uncertainties that existed when DOJ elected to settle.

The non-settling States are pursuing stronger relief, including structural remedies such as divestiture of Ticketmaster from Live Nation and divestiture of Live Nation-owned and operated major concert amphitheaters. TicketNetwork does not ask the Court here to adopt a particular divestiture proposal.[7]

Nevertheless, the combination of proven monopoly conduct, the prior decree's enforcement history, and the incentives created by vertical integration provides reason to question whether behavioral prohibitions alone will prevent future exclusion.

At minimum, if the Defendants retain their existing vertical structure, the remedy must prevent control of ticketing technology from remaining a competitive choke point. The central competitive question is not only whether a venue can replace Ticketmaster as its full-stack primary ticketing provider. It is also whether Ticketmaster can continue to control key aspects of the consumer relationship, transaction data, and downstream commerce after an independent marketplace has won the right to distribute inventory and completed the initial consumer sale.

[4] Competitive Impact Statement at 3-4, United States v. Live Nation Entertainment, Inc., No. 1:24-cv-03973-AS, ECF No. 1539 (S.D.N.Y. filed June 29, 2026), https://www.justice.gov/atr/media/1450496/dl; see also Amended Final Judgment, United States v. Ticketmaster Entertainment, Inc., No. 1:10-cv-00139 (D.D.C. Jan. 28, 2020).
[5] U.S. Department of Justice, Court Enters Judgment that Significantly Modifies and Extends Consent Decree with Live Nation/Ticketmaster (Jan. 28, 2020), https://www.justice.gov/archives/opa/pr/court-enters-judgment-significantly-modifies-and-extends-consent-decree-live.
[6] Office of the New York Attorney General, Attorney General James and Coalition of States Win Trial Against Live Nation and Ticketmaster (Apr. 15, 2026), https://ag.ny.gov/press-release/2026/attorney-general-james-and-coalition-states-win-trial-against-live-nation-and.
[7] California Department of Justice, Attorney General Bonta Asks Court to Break Up Live Nation/Ticketmaster (May 21, 2026), https://oag.ca.gov/node/623765.

Where Ticketmaster's Back-End remains necessary to issue, transfer, or validate the credential, Ticketmaster may retain substantial influence over a transaction that its marketplace did not win.[8]

III. THE PFJ SHOULD ENABLE COMPETITION AT THE MARKETPLACE LAYER, NOT MERELY PERMIT RIVALS TO SELL THROUGH TICKETMASTER'S BACK-END

The PFJ's own definitions recognize that primary ticketing is modular. A "Primary Marketplace" is a technology or distribution platform for the initial distribution of tickets, while a "Primary Ticketing Back-End" performs the underlying inventory, credentialing, validation, and related functions. Section IV.A then requires Ticketmaster to integrate an Eligible Primary Ticketing Services Provider sufficiently for that provider to use its own technology to perform the customary responsibilities of the merchant of record, even while Ticketmaster Back-End continues to issue and validate the ticket credentials.[9]

TicketNetwork's operations illustrate why that distinction is relevant. Through rights-holder partnerships, TicketNetwork can offer inventory to consumers as an initial sale even when the ticket itself ultimately must be created, credentialed, or fulfilled through a venue's incumbent ticketing back-end. TicketNetwork may win the distribution relationship and the consumer transaction, but the incumbent back-end can still sit between the independent marketplace and completion of that transaction. That is direct marketplace competition even though TicketNetwork is not necessarily replacing the venue's full back-end system.

Historically, a primary seller's practical ability to control a ticket after sale was more limited. A paper ticket, static barcode, or downloadable PDF could generally leave the primary seller's system and be physically delivered or electronically transmitted without the original platform remaining technologically involved in each later transfer. Modern account-linked ticketing has changed that relationship. Ticketmaster's SafeTix system, for example, uses encrypted rotating credentials tied to account-based systems, blocks screenshots as a means of entry, and is designed to preserve visibility into the ticket's chain of custody.[10]

End-to-end credential control can affect competition both at the initial-distribution stage and in later resale. Where a rival marketplace makes the first sale but the ticket can be rendered or accepted only through the incumbent's credentialing environment, fulfillment may require the independent marketplace to interact with that incumbent and transmit purchaser information needed to complete delivery. Later, transfer can be disabled or delayed, resale can be confined to an official exchange, and the economic terms on which resale occurs can be restricted. The back-end provider therefore retains tools capable of shaping whether, when, and through which marketplace a transaction can be completed.[11]

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[8] See Proposed Final Judgment §§ II.U-W, II.BB, IV.A-B, IV.E-F, ECF No. 1523-2 (defining the marketplace/back-end functions and governing third-party marketplace access, credential transfer, and use of Client Ticketing Data), https://www.justice.gov/atr/media/1446036/dl.

[9] Proposed Final Judgment §§ II.I, II.U-W, IV.A, IV.E-F, ECF No. 1523-2, https://www.justice.gov/atr/media/1446036/dl.

[10] Ticketmaster, SafeTix: Secure Ticketing Built for Fans (Mar. 2, 2026), https://business.ticketmaster.com/safetix-encrypted-digital-ticketing/; Ticketmaster, Event Day Venue Entry & Ticketing, https://business.ticketmaster.com/solutions/event-day/ (describing account-linked rotating credentials, chain-of-custody visibility, and verified fan data).

[11] Ticketmaster, Sell Your Tickets, https://www.ticketmaster.com/sell (explaining that event organizers may disable resale and may impose minimum or maximum resale prices); Ticketmaster, Face Value Ticket Exchange,

The same architecture has a data dimension. Even when another marketplace originated the transaction, the back-end provider may receive purchaser or ticket-holder information needed to issue, transfer, or validate the credential. Unless strict purpose and use limitations apply, that infrastructure position can create visibility into customers and transactions the back-end provider did not win in the marketplace and can expand the data advantages of an affiliated consumer-facing platform.[12]

The PFJ recognizes both concerns in part. Section IV.B.1 provides that purchasers of tickets sold through qualifying third-party Primary Marketplaces may not be forced to use a Ticketmaster website, app, or account to complete a transfer, and Section IV.F restricts Ticketmaster's use of Client Ticketing Data collected through the Back-End from transfers on third-party Primary Marketplaces. Those are important protections and, in TicketNetwork's view, confirmation that account capture and transaction data are competition issues. But the protections operate only inside the PFJ's gated open-distribution regime. Section IV.E disclaims any obligation to integrate with a third-party marketplace that is not an Eligible Primary Ticketing Services Provider, while Section II.I conditions certain hybrid primary/secondary providers' continued eligibility on rules governing their separate resale businesses. The decree thus risks making access to first-sale distribution infrastructure contingent on restrictions that reach beyond the primary transaction itself.

IV. THE PFJ'S INTEROPERABILITY PROTECTIONS SHOULD FOLLOW THE TICKET THROUGH ITS FULL LIFE CYCLE

The PFJ's protections for tickets sold through qualifying third-party Primary Marketplaces are useful, but the decree does not establish the same neutral interoperability for the full life cycle of a Ticketmaster-controlled credential.

The Competitive Impact Statement describes the settlement as requiring Ticketmaster to facilitate transfer and resale "regardless of the primary marketplace through which the ticket was initially purchased."[13]

The operative PFJ is narrower. Its automated-transfer protections apply to primary tickets sold through third-party Primary Marketplaces, and Ticketmaster need not integrate with a marketplace that does not qualify as an Eligible Primary Ticketing Services Provider. Section IV.F's data-use limitation is likewise tied to transfers on third-party Primary Marketplaces.[14]

The result is an important gap. A consumer may buy a Ticketmaster-issued ticket directly from Ticketmaster and later choose an independent lawful marketplace for resale, or a rights holder may allocate first-sale inventory to an independent marketplace whose fulfillment still relies on the Ticketmaster Back-End. In each case, the competitive value of the independent marketplace depends on neutral access to the credential without forced account creation, unnecessary data capture, or discriminatory technical friction.

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https://help.ticketmaster.com/hc/en-us/articles/9781464415249-Ticketmaster-s-Face-Value-Ticket-Exchange; Ticketmaster Help, Accessing Your Mobile Tickets, https://help.ticketmaster.com/hc/en-us (describing delayed availability of scannable credentials and event-specific transfer restrictions).

[12] TicketNetwork, Inc., Comments in Response to DOJ/FTC Request for Information on Competition and Consumer Protection in Live-Event Ticketing, ATR-2025-2002, at 2-7 (July 2025), https://corporate.ticketnetwork.com/wp-content/uploads/2025/07/TicketNetwork-ATR-2025-2002-Submission-1.pdf.

[13] Competitive Impact Statement at 7, ECF No. 1539 (stating that Ticketmaster must facilitate transfer and resale "regardless of the primary marketplace through which the ticket was initially purchased"), https://www.justice.gov/atr/media/1450496/dl.

[14] Proposed Final Judgment §§ IV.B.1, IV.E-F, ECF No. 1523-2, https://www.justice.gov/atr/media/1446036/dl.

The Final Judgment should therefore make clear that portability, neutral credential access, and appropriate data protections apply to every valid ticket generated, authenticated, or managed through the Ticketmaster Back-End, regardless of where the ticket was initially sold or which qualified marketplace facilitates a subsequent lawful transaction.

V. ACCESS TO PRIMARY DISTRIBUTION SHOULD NOT TURN ON A COMPETITOR'S UNRELATED SECONDARY-MARKET POLICIES

The PFJ's definition of an Eligible Primary Ticketing Services Provider directly illustrates why TicketNetwork's hybrid marketplace role matters. A provider that qualifies because it is an established seller of primary tickets through a Primary Marketplace, but that also operates a secondary ticketing business, can remain qualified only if it satisfies additional requirements governing that secondary business, including content-owner requests concerning resale pricing, geofencing, and other secondary-sale restrictions.15

Some qualification requirements are readily connected to the legitimate operation of an open ticketing system. Access to sensitive authentication infrastructure may properly be conditioned on objective cybersecurity, seller-verification, inventory-authenticity, payment-integrity, disclosure, and fraud-prevention standards.

Private restrictions on the price at which a lawful ticket may be resold, or on distribution unrelated to security, fraud prevention, or applicable law, are different in kind.

Even if the PFJ retains some issuer-directed resale restrictions as conditions of eligibility, those obligations must be reciprocal and operationally possible. Any resale restriction that an independent marketplace is expected to honor should be communicated and technically supported by the primary ticket issuer or back-end provider. The entity controlling the ticket credential is uniquely positioned to know the applicable face value, transfer eligibility, identity requirements, geofencing rules, and other event-specific restrictions. If a competing marketplace is required to enforce those rules, the issuer must be required to provide the information and tooling necessary to do so in a timely, standardized, machine-readable, and nondiscriminatory manner. A marketplace should not be deemed noncompliant, denied access, lose eligibility, or otherwise be subject to adverse treatment for failing to enforce a restriction where the primary issuer or back-end provider has not timely supplied the information or functionality necessary for compliance, including where operative facts are available only to the incumbent.[16]

For a company that participates in both initial distribution and resale, this is not merely a downstream objection. The PFJ would make access to a remedy intended to promote primary-marketplace competition depend in part on how the same competitor operates a separate resale business. That cross-market condition risks allowing a settlement of primary-ticketing monopolization claims to alter competition in secondary ticketing and to give the incumbent a gatekeeping role over rivals based on policies unrelated to the security or fulfillment of the primary inventory at issue.

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[15] Proposed Final Judgment § II.I(b), ECF No. 1523-2 (requiring certain qualifying providers that operate secondary-ticket businesses to follow content-owner requests concerning resale pricing, geofencing, and other secondary-sale restrictions), https://www.justice.gov/atr/media/1446036/dl.

[16] See Proposed Final Judgment § II.I(b), ECF No. 1523-2 (conditioning eligibility of certain hybrid providers on compliance with content-owner requests concerning resale pricing, geofencing, and other secondary-sale restrictions), https://www.justice.gov/atr/media/1446036/dl.

Certification should therefore rest on objective standards concerning technical capability, security, authenticity, consumer protection, and lawful conduct - not on an independent marketplace agreeing to enforce private economic restraints in another line of business.

VI. CONTINUED CONTROL OF THE TICKETING BACK-END MAKES TECHNICAL NONDISCRIMINATION ESSENTIAL

The Ticketmaster Back-End performs functions at the technological core of modern ticketing, including inventory management, authorization and credentialing, barcode and token generation, secure rendering, ticket validity, entry control, scan validation, APIs, data feeds, and related operational functions. It can therefore remain essential infrastructure even for a transaction that Ticketmaster Marketplace did not originate.17

If Ticketmaster continues to control that infrastructure, meaningful competition requires more than a formal promise that competitors may connect to it. Technological foreclosure can occur without an outright refusal of access; nominal interoperability can be undermined through the design and operation of the connection itself.

A formally "open" API may still disadvantage a rival through differences in latency, rate limits, uptime, credential-release timing, transfer availability, available data, integration costs, documentation, technical support, defect remediation, or access to new functionality.

Even modest differences in those areas can affect listing success, fulfillment reliability, customer service burdens, and the consumer experience at scale. They can also preserve advantages for an affiliated marketplace even where an independent marketplace won the initial distribution or resale transaction.

The Final Judgment should therefore impose affirmative technical and data nondiscrimination. Qualified independent marketplaces should receive materially equivalent access to credentials, authentication functionality, APIs, relevant data, including data necessary to satisfy any obligations the PFJ imposes on competing marketplaces, system performance, documentation, and support as Ticketmaster's affiliated marketplace, subject only to objectively justified distinctions. Information supplied to Ticketmaster Back-End should be limited to what is reasonably necessary to perform back-end functions, should not require creation of a Ticketmaster consumer account where one is unnecessary, and should not be used for marketing, customer-profile enrichment, or other competitive purposes. Section IV.F provides an important starting point, but these protections should be explicit, auditable, and coextensive with the interoperability obligation.

VII. COMPETITIVE ACCESS MUST BE COMMERCIALLY MEANINGFUL, NOT MERELY THEORETICAL

The same principle applies to the PFJ's partial relaxation of exclusive primary-ticketing contracts. The relevant question is not whether a rival is technically permitted to participate in isolated circumstances, but whether it can obtain enough inventory, transaction volume, customer adoption, and operating experience to become a viable competitive constraint on Ticketmaster.

[17] Proposed Final Judgment § II.BB, ECF No. 1523-2 (defining the "Ticketmaster Back-End"), https://www.justice.gov/atr/media/1446036/dl.

For existing agreements, the PFJ may initially require only one event per year to be opened to an alternative primary marketplace. Certain contracts with at least four years remaining must offer venues an option to allocate up to 20 percent of qualifying primary inventory to eligible providers, but Ticketmaster may require pro-rata adjustments to associated economic arrangements. Future fully exclusive contracts may still run for as long as four years.[18]

The Court should consider whether those openings provide a realistic path to competitive scale. One-event access or a limited inventory allocation may prove insufficient if rivals cannot build recurring consumer relationships or justify the required integrations. Economic adjustments, implementation rules, or technical requirements likewise should not make nominal access economically unattractive or operationally impractical.

VIII. THE PFJ SHOULD ESTABLISH A MINIMUM INTEROPERABILITY BASELINE

TicketNetwork respectfully submits that an effective remedy should include at least the following safeguards:

1. **Universal ticket portability.** Every valid ticket managed through the Ticketmaster Back-End should be capable of lawful transfer, resale, or gifting regardless of where it was initially purchased.

2. **Open marketplace access for initial distribution.** An independent marketplace capable of performing the relevant merchant-of-record and consumer-facing functions should have a pathway to use Ticketmaster Back-End for allocated first-sale inventory without being required to replace the venue's entire back-end system.

3. **Objective certification.** Eligibility should rest on defined technical capability, cybersecurity, fraud-prevention, seller-verification, ticket-authenticity, payment-integrity, consumer-protection, and legal-compliance standards.

4. **No unsupported cross-market conditioning.** Access to primary-distribution infrastructure should not depend on enforcing private resale price, geographic, or other economic restrictions unrelated to security, fraud prevention, or applicable law. If any such restrictions remain conditions of eligibility, the primary issuer or back-end provider must be required to provide the applicable rules, necessary data - including applicable face-value information - and technical tooling needed to implement them on timely, standardized, and nondiscriminatory terms.

5. **Customer and data independence.** Consumers purchasing through an independent marketplace should not be forced into a Ticketmaster account or consumer interface when unnecessary, and data provided to the Ticketmaster Back-End should be minimized and restricted to the performance of back-end functions.

6. **Technical nondiscrimination.** Independent platforms should receive materially equivalent treatment for APIs, system performance, credential availability, relevant data, documentation, support, and remediation.

7. **Transparent and commercially meaningful access.** Back-end charges and implementation terms should be transparent and should not make third-party distribution uneconomic or prevent rivals from achieving meaningful scale.

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[18] Proposed Final Judgment §§ IV.H-K, ECF No. 1523-2, https://www.justice.gov/atr/media/1446036/dl.

8. **Independent oversight.** The monitor should be able to receive confidential competitor complaints, obtain technical and data-use information, engage experts, and investigate discrimination, misuse of competitively sensitive information, or circumvention.

These principles substantially reflect the competition positions TicketNetwork publicly advocated to federal regulators in 2025.19

IX. INTEROPERABILITY IS A MINIMUM REMEDY, NOT NECESSARILY A COMPLETE ONE

The PFJ contains meaningful safeguards beyond interoperability, but its adequacy ultimately turns on whether Ticketmaster remains a mandatory infrastructure provider capable of influencing transactions won by independent marketplaces. A remedy that opens a consumer-facing marketplace layer while preserving an incumbent gatekeeper over credentials, data, and eligibility may leave the underlying competitive dependency substantially intact.

TicketNetwork does not ask the Court to prescribe a particular structural remedy. But the prior decree's enforcement history and the subsequent jury findings counsel against presuming that a more detailed behavioral regime will be sufficient.

If Live Nation and Ticketmaster remain vertically integrated and Ticketmaster continues to control essential ticketing infrastructure, genuine marketplace interoperability, data separation, and enforceable nondiscrimination are minimum safeguards. If those protections cannot reliably neutralize the competitive advantages created by continued vertical integration, the stronger structural alternatives being pursued in the continuing litigation warrant serious consideration.

The Court should not approve a remedy that leaves the underlying bottleneck intact and relies principally on future enforcement to prevent its anticompetitive use.

[19] TicketNetwork, Inc., Comments in Response to DOJ/FTC Request for Information on Competition and Consumer Protection in Live-Event Ticketing, ATR-2025-2002 (July 2025), https://corporate.ticketnetwork.com/wp-content/uploads/2025/07/TicketNetwork-ATR-2025-2002-Submission-1.pdf.

CONCLUSION

The PFJ correctly recognizes that primary ticketing is not a single indivisible service and that competing marketplaces can distribute tickets while another provider supplies back-end functions. But a remedy built around that modular structure must ensure that the back-end enables competition rather than becoming the permanent gatekeeper for it.

A rights holder should be able to choose an independent marketplace for the initial distribution of inventory, and a consumer should be able to choose an independent marketplace for a later lawful transfer or resale, without being unnecessarily pulled into Ticketmaster's consumer ecosystem or exposing transaction data for unrelated competitive use. An independent marketplace that satisfies objective technical and consumer-protection standards should be able to complete those transactions on nondiscriminatory terms.

TicketNetwork therefore respectfully submits that the Court should not find the PFJ to be in the public interest in its present form without protections establishing universal portability, open and neutral marketplace interoperability, objective access standards, customer and data independence, technical nondiscrimination, and enforceable safeguards against technological, contractual, or economic circumvention.

Respectfully submitted,

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