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5/10/24  
MS  
MEP

*John Cornyn*

AMENDMENT NO. \_\_\_\_\_ Calendar No. \_\_\_\_\_

Purpose: To promote fairness in the sale of event tickets.

IN THE SENATE OF THE UNITED STATES—118th Cong., 1st Sess.

H. R. 2035

**AMENDMENT N<sup>o</sup> 2035**

By Cornyn authorize and  
To: Amct No 1911 ion and other  
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GPO: 2022 50-123 (mac)

CORNYN (for himself and Ms. KLOBUCHAR) to the amendment (No. 1911) proposed by Ms. CANTWELL (for herself, Mr. CRUZ, Ms. DUCKWORTH, and Mr. MORAN)

Viz:

1 At the appropriate place, insert the following:  
2 **TITLE \_\_\_\_\_ —FANS FIRST ACT**

3 **SEC. 1. SHORT TITLE.**

4 This title may be cited as the “Fans First Act”.

5 **SEC. 2. DEFINITIONS.**

6 In this title:

7 (1) **AFFIRMATIVE EXPRESS CONSENT.**—The  
8 term “affirmative express consent” means an affirm-  
9 ative act by a person that clearly communicates that

1 person's freely given, specific, and unambiguous au-  
2 thorization.

3 (2) ANCILLARY FEE.—The term “ancillary fee”  
4 means any additional charge added to the face value  
5 of an event ticket, excluding taxes.

6 (3) ARTIST.—The term “artist” means any per-  
7 former, musician, comedian, producer, ensemble, or  
8 production entity of a theatrical production, sports  
9 team owner, or similar individual or entity that con-  
10 tracts with an event organizer to put on an event.

11 (4) CLEARLY AND CONSPICUOUSLY.—The term  
12 “clearly and conspicuously” means, with respect to  
13 a disclosure, that the disclosure is displayed in a  
14 manner that is difficult to miss and easily under-  
15 standable, including in the following ways:

16 (A) In the case of a visual disclosure, its  
17 size, contrast, location, the length of time it ap-  
18 pears, and other characteristics, stand out from  
19 any accompanying text or other visual elements  
20 so that it is easily noticed, read, and under-  
21 stood.

22 (B) The disclosure must be unavoidable.

23 (C) The disclosure must use diction and  
24 syntax understandable to ordinary consumers  
25 and must appear in each language in which the

1 representation that requires the disclosure ap-  
2 pears.

3 (D) The disclosure must not be contra-  
4 dicted or mitigated by, or inconsistent with,  
5 anything else in the communication.

6 (5) COMMISSION.—The term “Commission”  
7 means the Federal Trade Commission.

8 (6) EVENT.—

9 (A) IN GENERAL.—The term “event”  
10 means a live activity described in subparagraph

11 (B)—

12 (i) that is taking place in a venue;

13 (ii) that is open to the general public;

14 and

15 (iii)(I) that is promoted, advertised, or  
16 marketed in interstate commerce; or

17 (II) for which event tickets are  
18 sold or distributed in interstate com-  
19 merce.

20 (B) ACTIVITIES DESCRIBED.—The activi-  
21 ties described in this subparagraph are any—

22 (i) live concert,

23 (ii) theatrical performance;

24 (iii) sporting event;

25 (iv) comedy show; or

1 (v) similarly scheduled activity taking  
2 place in a venue.

3 (C) EXEMPTED EVENTS.—Such term shall  
4 not include a live activity described in subpara-  
5 graph (B) that is—

6 (i) put on by a religious organization  
7 for non-commercial purposes;

8 (ii) put on by a K-12 school; or

9 (iii) a non-sports-related event put on  
10 by a postsecondary school or not-for-profit  
11 entity in which the artists are primarily  
12 students.

13 (7) EVENT ORGANIZER.—The term “event or-  
14 ganizer” means, with respect to an event, the person  
15 (such as the operator of a venue, the sponsor or pro-  
16 moter of an event, a sports team participating in an  
17 event or a league whose teams are participating in  
18 an event, a theater company, musical group, or simi-  
19 lar participant in an event, or an agent for any such  
20 person) that—

21 (A) is primarily responsible for the finan-  
22 cial risk associated with the event;

23 (B) makes event tickets initially available,  
24 including by contracting with a primary seller;  
25 and

1 (C)(i) is responsible for organizing, pro-  
2 moting, producing, or presenting an event; or

3 (ii) in the case of an event for which tick-  
4 ets are sold, holds the rights to present the  
5 event.

6 (8) EVENT TICKET.—The term “event ticket”  
7 means any manifested physical, electronic, or other  
8 form of a certificate, document, voucher, token, or  
9 other evidence indicating that a person has—

10 (A) a license to enter an event venue or oc-  
11 cupy a particular seat or area in an event venue  
12 with respect to one or more events; or

13 (B) an entitlement to purchase such a li-  
14 cense with respect to one or more future events.

15 (9) FACE VALUE.—The term “face value”  
16 means, with respect to an event ticket, the initial or  
17 acquisition price for the primary sale of the event  
18 ticket, exclusive of any taxes or ancillary fees.

19 (10) FAN CLUB PROGRAM.—The term “fan club  
20 program” means a membership-based program, pri-  
21 marily established by venues, artists, or performers  
22 to offer pre-sale opportunities offered before public  
23 on-sale of tickets.

24 (11) PRIMARY SALE.—The term “primary sale”  
25 means, with respect to a particular event ticket, the

1 initial sale of that event ticket by or on behalf of the  
2 event organizer, or the sale of an event ticket that  
3 was returned to the primary seller or event organizer  
4 after its initial sale and is sold by or on behalf of  
5 the event organizer under the same terms as such  
6 initial sale.

7 (12) PRIMARY SELLER.—The term “primary  
8 seller” means, with respect to an event ticket, any  
9 person who has the right to sell the event ticket  
10 prior to or at the primary sale of the ticket, includ-  
11 ing the event organizer, or any person that provides  
12 services to conduct or facilitate the primary sale of  
13 event tickets by or on behalf of the event organizer.

14 (13) RESELLER.—The term “reseller” means a  
15 person who sells or offers for sale, other than  
16 through a primary sale, an event ticket. That a re-  
17 seller is also an event organizer or a primary seller  
18 does not exempt the reseller from this definition.

19 (14) SECONDARY SALE.—The term “secondary  
20 sale” means any sale of an event ticket other than  
21 the primary sale of the event ticket, and does not in-  
22 clude the sale of a ticket returned to a primary sell-  
23 er.

24 (15) SECONDARY TICKETING EXCHANGE.— The  
25 term “secondary ticketing exchange” means any

1 website, software application, or other digital plat-  
2 form that facilitates or executes the secondary sale  
3 of an event ticket. That a secondary ticketing ex-  
4 change is also an event organizer or a primary seller  
5 does not exempt the secondary ticketing exchange  
6 from this definition.

7 (16) SELLER.—The term “seller” means any  
8 primary seller, secondary ticketing exchange, re-  
9 seller, or any person that sells or makes available for  
10 sale an event ticket to the public.

11 (17) TOTAL EVENT TICKET PRICE.—The term  
12 “total event ticket price” means, with respect to an  
13 event ticket, the total cost of the event ticket, includ-  
14 ing the face value price and any ancillary fees but  
15 excluding taxes.

16 (18) URL.—The term “URL” means the Uni-  
17 form Resource Locator associated with an internet  
18 website.

19 (19) VENUE.—The term “venue” means a  
20 physical space at which an event takes place.

21 **SEC. 3. ENSURING TICKETING MARKET INTEGRITY.**

22 (a) BAN ON DECEPTIVE URLS AND IMPROPER USE  
23 OF INTELLECTUAL PROPERTY.—

24 (1) IN GENERAL.—It shall be unlawful for a  
25 secondary ticketing exchange or reseller, or the oper-

1       ator of any website purporting to sell or offer for  
2       sale event tickets that links or redirects to a sec-  
3       ondary ticketing exchange or reseller, to—

4               (A) use any artist name, venue name, or  
5       event organizer name, graphic, marketing logo,  
6       image or other intellectual property of the art-  
7       ist, venue, or event organizer including any pro-  
8       prietary resemblance of the venue where an  
9       event shall occur in promotional materials, so-  
10      cial media promotions, or URLs of the sec-  
11      ondary ticketing exchange, reseller, or website  
12      without the prior authorization of the respective  
13      artist, venue, or event organizer under the  
14      terms of agreement between the artist, venue,  
15      or event organizer and the secondary ticketing  
16      exchange, reseller, or website; or

17              (B) state or imply that the secondary  
18      ticketing exchange, reseller, or website is affili-  
19      ated with or endorsed by a venue, team, or art-  
20      ist, as applicable, including by using words like  
21      “official” in promotional materials, social media  
22      promotions, search engine optimization, paid  
23      advertising, URLs, or search engine monetiza-  
24      tion unless the secondary ticketing exchange,



1 reseller, or website has the express written con-  
2 sent of the venue, team, or artist, as applicable.

3 (2) PERMITTED USE.—Paragraph (1) shall not  
4 prohibit a secondary ticketing exchange or reseller  
5 from using text containing the name of an artist,  
6 venue, or event organizers to describe an event and  
7 identify the location at which the event will occur, or  
8 provide information identifying the space within the  
9 venue that an event ticket would entitle the bearer  
10 to occupy for an event.

11 (b) SPECULATIVE TICKETING BAN.—

12 (1) IN GENERAL.—It shall be unlawful for a re-  
13 seller to sell, offer for sale, or advertise for sale an  
14 event ticket unless the seller has actual or construc-  
15 tive possession of the event ticket.

16 (2) RULE OF CONSTRUCTION.—Nothing in this  
17 subsection shall be construed to prohibit any person  
18 from offering a service to a consumer to obtain an  
19 event ticket on behalf of the consumer provided that  
20 the person—

21 (A) does not market or list such service as  
22 an event ticket;

23 (B) lists the price for such service sepa-  
24 rately from the total event ticket price paid by  
25 the service provider for the event ticket in any

1 advertisement, marketing, price list, social  
2 media promotion, or other interface that dis-  
3 plays a price for such service;

4 (C) maintains a clear, distinct, and easily  
5 discernible separation between such service and  
6 event tickets through unavoidable visual demar-  
7 cation that persists throughout the entire serv-  
8 ice selection and purchasing process;

9 (D) clearly and conspicuously discloses  
10 prior to selection of the service that such serv-  
11 ice is not an event ticket and that the purchase  
12 of such service does not guarantee a ticket to  
13 such event;

14 (E) shall not obtain tickets through any  
15 fan club program;

16 (F) shall not obtain more tickets in each  
17 transaction than the numerical limitations for  
18 tickets set by the venue and artist for each re-  
19 spective event; and

20 (G) in the event the service is unable to  
21 obtain the specified event ticket purchased  
22 through the service for the consumer, provides  
23 the consumer that purchased the service, within  
24 a reasonable amount of time—

1 (i) a full refund for the total cost of  
2 the service to obtain an event ticket on be-  
3 half of the consumer; or

4 (ii) subject to availability, a replace-  
5 ment event ticket in the same or a com-  
6 parable location with the approval of the  
7 consumer.

8 (c) REQUIREMENTS FOR THE SALE OF EVENT TICK-  
9 ETS.—It shall be unlawful for any seller to sell or offer  
10 for sale an event ticket in or affecting commerce, unless  
11 the seller does the following:

12 (1) ALL-IN PRICING.—The seller clearly and  
13 conspicuously—

14 (A) displays the total event ticket price in  
15 any advertisement, marketing, price list, social  
16 media promotion, or other interface that dis-  
17 plays a price for the event ticket; and

18 (B) discloses to any individual who seeks  
19 to purchase an event ticket the total event tick-  
20 et price at the time the ticket is first displayed  
21 to the individual and anytime thereafter  
22 throughout the ticket purchasing process, in-  
23 cluding an itemized breakdown of the face value  
24 of the event ticket and all applicable taxes and  
25 ancillary fees.

1           (2) TICKET AND REFUND INFORMATION.—The  
2           seller discloses to any individual who seeks to pur-  
3           chase an event ticket—

4                   (A) the space within the venue that the  
5           event ticket would entitle the bearer to occupy  
6           for the event, whether that is general admission  
7           or the specific seat or section, at the initial  
8           point of ticket selection by the purchaser;

9                   (B) the seller's refund policies and how to  
10          obtain a refund from the seller if—

11                   (i) the purchaser receives an event  
12          ticket that does not match the description  
13          of the ticket provided to the purchaser at  
14          the point of purchase;

15                   (ii) the event is canceled or postponed;

16                   (iii) the event ticket does not or would  
17          not grant the purchaser admission to the  
18          event;

19                   (iv) the event ticket is counterfeit; or

20                   (v) the event ticket was resold in vio-  
21          lation of the terms and conditions estab-  
22          lished by the event organizer or its primary  
23          seller;

1 (C) the date and means of delivery by  
2 which the event ticket will be delivered to the  
3 purchaser;

4 (D) any restrictions on resale of the event  
5 ticket under the terms and conditions of the  
6 event ticket; and

7 (E) a link to the website created by the  
8 Commission under subsection (f)(4) through  
9 which individuals may report violations of this  
10 section to the Commission.

11 (3) DISCLOSURE OF TERMS AND CONDI-  
12 TIONS.—The seller discloses or provides a link to the  
13 full terms and conditions of the event ticket to any  
14 individual who seeks to purchase an event ticket  
15 prior to the point of purchase.

16 (4) PROOF OF PURCHASE.—If the event ticket  
17 is an electronic ticket, the seller delivers written  
18 proof of purchase to the purchaser as soon as is  
19 practicable and no later than 24 hours following the  
20 purchase of the event ticket, which shall include—

21 (A) the date and time of the purchase of  
22 the event ticket;

23 (B) the face value and total purchase price  
24 of the event ticket, including all taxes and ancil-  
25 lary fees;

1 (C) the space within the venue that the  
2 event ticket would entitle the bearer to occupy  
3 for the event, whether that is general admission  
4 or the specific seat or section;

5 (D) the date on which and the means by  
6 which the event ticket will be delivered to the  
7 purchaser; and

8 (E) any restrictions on resale of the event  
9 ticket under the terms and conditions of the  
10 event ticket.

11 (5) REFUND REQUIREMENTS.—

12 (A) IN GENERAL.—In the event of an  
13 event cancellation, a seller shall provide a pur-  
14 chaser of an event ticket from that seller, at the  
15 option of the purchaser, at a minimum a full  
16 refund of the total event ticket price plus any  
17 taxes paid by the purchaser.

18 (B) EXCEPTION.—Subparagraph (A) shall  
19 not apply where an event is canceled due to a  
20 cause beyond the reasonable control of the  
21 event organizer, including a natural disaster,  
22 civil disturbance, or otherwise unforeseeable im-  
23 pediment.

24 (d) ADDITIONAL REQUIREMENTS FOR SECONDARY  
25 SALES.—

1 (1) DISCLOSURES TO ARTIST AND VENUE.—

2 (A) IN GENERAL.—A secondary ticketing  
3 exchange shall, in connection with each sec-  
4 ondary sale of an event ticket facilitated or exe-  
5 cuted by the exchange, provide at a minimum  
6 the ticket purchaser the option to opt-in by af-  
7 firmative express consent to provide the artist  
8 and venue the purchaser's name, email address,  
9 and phone number for the sole purposes of—

10 (i) ensuring the safety and security of  
11 the artist, venue staff or property, event  
12 attendees, or any other individual or prop-  
13 erty associated with the event; or

14 (ii) allowing the artist or venue to  
15 provide the purchaser with information  
16 about event postponements or cancella-  
17 tions.

18 (B) PROVISION OF INFORMATION.—If a  
19 purchaser provides the affirmative express con-  
20 sent described in subparagraph (A) to a sec-  
21 ondary ticketing exchange, the exchange shall  
22 provide the information described in such sub-  
23 paragraph to the artist and venue.

24 (C) PROHIBITION ON UNAUTHORIZED  
25 USES.—It shall be unlawful for an artist or

1 venue to use information disclosed to the artist  
2 or venue in accordance with this paragraph  
3 from any purpose other than the purposes de-  
4 scribed in clauses (i) and (ii) of subparagraph  
5 (A), including for promotional purposes.

6 (D) RULE OF CONSTRUCTION.—Nothing in  
7 this paragraph shall be construed to conflict  
8 with or preempt existing data privacy laws.

9 (2) NOTICE OF SECONDARY SALE.—It shall be  
10 unlawful for a secondary ticketing exchange to—

11 (A) facilitate or execute the secondary sale  
12 of an event ticket unless the secondary ticketing  
13 exchange clearly and conspicuously discloses—

14 (i) that it is not the primary seller of  
15 the event ticket at the top of its website,  
16 or at a comparable appropriate place on its  
17 software application or other digital plat-  
18 form, and at the point of purchase; or

19 (ii) if the secondary ticketing ex-  
20 change also operates as the primary seller  
21 with respect to the event ticket, a notice on  
22 any page or interface that facilitates the  
23 resale of event tickets, that event tickets  
24 available on the page or interface are being  
25 resold;



1 (B) receive the exclusive right to use the  
2 artist name, venue name, event organizer name,  
3 graphic, marketing logo, image or other intellec-  
4 tual property of the artist, venue, or event orga-  
5 nizer in promotional materials, social media  
6 promotions, search engine optimization, or in  
7 any marketing agreement between the artist,  
8 venue, or event organizer and the secondary  
9 ticketing exchange, if the secondary ticketing  
10 exchange is owned by, controlled by, or under  
11 common ownership or control with a person  
12 that also operates as a primary seller or event  
13 organizer; or

14 (C) advertise or represent that it is the  
15 primary seller of an event for which it is not  
16 the primary seller.

17 (e) GAO STUDIES OF TICKETING MARKET PRAC-  
18 TICES.—

19 (1) IN GENERAL.—One year after the date of  
20 enactment of this Act, the Comptroller General of  
21 the United States shall release a study on the event  
22 ticket market.

23 (2) CONTENTS OF STUDY.—The study required  
24 under paragraph (1) shall include—

1 (A) an assessment of how professional re-  
2 sellers obtain event tickets that are subse-  
3 quently offered for resale, including whether  
4 those methods violate the BOTS Act (Public  
5 Law 114-274);

6 (B) an assessment of event ticket brokers  
7 obtaining tickets through fan club, venue pre  
8 sales, or credit card rewards programs;

9 (C) an assessment of the prevalence of  
10 counterfeit or fraudulently sold event tickets  
11 and whether incidents of counterfeit or fraudu-  
12 lently sold event tickets are reported to law en-  
13 forcement agencies by consumers, venues, sell-  
14 ers, or other entities;

15 (D) an assessment of the incidence of con-  
16 sumers purchasing event tickets on secondary  
17 ticketing exchanges who are subsequently de-  
18 nied entry to the event for which they pur-  
19 chased event tickets;

20 (E) an assessment of the percentage of  
21 event tickets to events that are acquired by pro-  
22 fessional resellers for purposes of resale;

23 (F) an assessment of the average cost of  
24 event tickets in relation to their face value and  
25 total event ticket price;

1 (G) an assessment of the average cost of  
2 concert event tickets sold on the secondary mar-  
3 ket in relation to their face value and total  
4 event ticket price;

5 (H) an assessment of the average cost of  
6 event tickets in relation to their face value, an-  
7 cillary fees and total event ticket price in both  
8 the primary and secondary markets;

9 (I) an assessment of primary and sec-  
10 ondary exchange market share, including an es-  
11 timate of how many tickets are purchased and  
12 resold on the same platform and average fees  
13 generated in closed-loop ticket resale;

14 (J) an assessment of the overall size of the  
15 resale market, including percentage of tickets  
16 resold and the total monetary volume of the re-  
17 sale market;

18 (K) an assessment of consumer use of the  
19 resale market, including how often ordinary  
20 consumers who intended to go to an event had  
21 to resell event tickets and what percentage of  
22 face value their event tickets sold for;

23 (L) an assessment of the prevalence of ex-  
24 clusive contracts between a primary seller and  
25 any venue or artist, including the effect of such

1 exclusive contracts on the market for primary  
2 seller services, taking into account averages for  
3 events of various types (including but not lim-  
4 ited to sports, concerts, fine arts performances)  
5 and venues (including but not limited to sta-  
6 diums, amphitheaters, concert halls, clubs);

7 (M) an assessment of event ticket alloca-  
8 tion by primary sellers, including the effect of  
9 event ticket allocation on event ticket prices,  
10 taking into account averages for events of var-  
11 ious types (including but not limited to sports,  
12 concerts, fine arts performances) and venues  
13 (including but not limited to stadiums, amphi-  
14 theaters, concert halls, clubs);

15 (N) an assessment of secondary ticketing  
16 exchanges and event ticket brokers offering  
17 services to a consumer to obtain an event ticket  
18 on behalf of the consumer, including but not  
19 limited to whether the platforms and brokers  
20 are deploying unfair, unethical, or illegal tactics  
21 to acquire such tickets and prevent fans from  
22 accessing them at face value;

23 (O) an assessment of market manipulation  
24 techniques employed by professional resellers,  
25 including but not limited to “buy and hold”

1 strategies where event tickets purchased for re-  
2 sale are not listed for sale to affect secondary  
3 event ticket prices; and

4 (P) an assessment of the prevalence of ex-  
5 clusive national touring arrangements between  
6 promoters and artists and an assessment of art-  
7 ists represented by managers under shared  
8 ownership with promoters and ticketing compa-  
9 nies, including how often those artists utilize  
10 the services of companies under shared owner-  
11 ship, including ticketing, event organizing, mer-  
12 chandising and venue rental.

13 (f) ENFORCEMENT BY THE COMMISSION.—

14 (1) FTC ACT VIOLATION.—Any person who vio-  
15 lates this section shall be liable for engaging in an  
16 unfair or deceptive act or practice under section  
17 5(a)(1) of the Federal Trade Commission Act (15  
18 U.S.C. 45(a)(1)).

19 (2) CIVIL ACTION.—If the Commission has rea-  
20 son to believe that any person has violated this sec-  
21 tion, the Commission may bring a civil action in an  
22 appropriate district court of the United States to—

23 (A) recover a civil penalty under paragraph  
24 (3); and

1 (B) seek other appropriate relief, including  
2 injunctive relief.

3 (3) CIVIL PENALTY.—

4 (A) IN GENERAL.—Any person who vio-  
5 lates this section shall be liable for—

6 (i) a civil penalty of at least \$15,000  
7 for each day during which the violation oc-  
8 curs or continues to occur; and

9 (ii) an additional civil penalty equal to  
10 the greater of—

11 (I) \$1,000 per event ticket adver-  
12 tised, listed, sold, or resold in viola-  
13 tion of this section; or

14 (II) an amount equal to the sum  
15 of the total event ticket prices for  
16 each event ticket listed or sold in vio-  
17 lation of this section, multiplied by 5.

18 (B) ENHANCED CIVIL PENALTY FOR IN-  
19 TENTIONAL VIOLATIONS.—In addition to the  
20 civil penalty under subparagraph (A), a person  
21 that intentionally violates this section shall be  
22 liable for a civil penalty of at least \$10,000 per  
23 event ticket sold or resold in violation of this  
24 section.

25 (4) COMPLAINT WEBSITE.—

1           (A) IN GENERAL.—Not later than 180  
2           days after the date of enactment of this Act,  
3           the Commission shall create a publicly available  
4           website where individuals may report violations  
5           of this section.

6           (B) COOPERATION WITH STATE AGS.—As  
7           appropriate, the Commission shall share reports  
8           received through the website created under sub-  
9           paragraph (A) with State attorneys general.

10          (5) FTC REPORT.—The Commission shall re-  
11          port annually to Congress on enforcement metrics,  
12          activity, and effectiveness under this section.

13          (g) ENFORCEMENT BY STATES.—

14           (1) IN GENERAL.—In any case in which the at-  
15           torney general of a State has reason to believe that  
16           an interest of the residents of the State has been or  
17           is threatened or adversely affected by the engage-  
18           ment of any person in a practice that violates this  
19           section, the attorney general of the State may, as  
20           *parens patriae*, bring a civil action on behalf of the  
21           residents of the State in an appropriate district  
22           court of the United States—

23           (A) to enjoin further violation of such pro-  
24           vision by such person;

1 (B) to compel compliance with such provi-  
2 sion; and

3 (C) to obtain damages, restitution, or other  
4 compensation on behalf of such residents.

5 (2) INVESTIGATORY POWERS.—Nothing in this  
6 section may be construed to prevent the attorney  
7 general of a State from exercising the powers con-  
8 ferred on the attorney general by the laws of the  
9 State to conduct investigations, to administer oaths  
10 or affirmations, or to compel the attendance of wit-  
11 nesses or the production of documentary or other  
12 evidence.

13 (3) VENUE; SERVICE OF PROCESS.—

14 (A) VENUE.—Any action brought under  
15 paragraph (1) may be brought in—

16 (i) the district court of the United  
17 States that meets applicable requirements  
18 relating to venue under section 1391 of  
19 title 28, United States Code; or

20 (ii) another court of competent juris-  
21 diction.

22 (B) SERVICE OF PROCESS.—In an action  
23 brought under paragraph (1), process may be  
24 served in any district in which the defendant—

25 (i) is an inhabitant; or



1 (ii) may be found.

2 (4) ACTIONS BY OTHER STATE OFFICIALS.—

3 (A) IN GENERAL.—In addition to civil ac-  
4 tions brought by attorneys general under para-  
5 graph (1), any other consumer protection offi-  
6 cer of a State who is authorized by the State  
7 to do so may bring a civil action under para-  
8 graph (1), subject to the same requirements  
9 and limitations that apply under this subsection  
10 to civil actions brought by attorneys general.

11 (B) SAVINGS PROVISION.—Nothing in this  
12 section may be construed to prohibit an author-  
13 ized official of a State from initiating or con-  
14 tinuing any proceeding in a court of the State  
15 for a violation of any civil or criminal law of the  
16 State.

17 **SEC. 4. STRENGTHENING THE BOTS ACT.**

18 (a) IN GENERAL.—Section 2 of the Better Online  
19 Ticket Sales Act of 2016 (15 U.S.C. 45c) is amended—

20 (1) in subsection (a)(1)—

21 (A) in subparagraph (A), by striking “;  
22 or” and inserting a semicolon;

23 (B) in subparagraph (B), by striking the  
24 period at the end and inserting “; or”; and

1 (C) by adding at the end the following new  
2 subparagraph:

3 “(C) to use or cause to be used an applica-  
4 tion that performs automated tasks to purchase  
5 event tickets from an Internet website or online  
6 service in circumvention of posted online ticket  
7 purchasing order rules of the Internet website  
8 or online service, including a software applica-  
9 tion that circumvents an access control system,  
10 security measure, or other technological control  
11 or measure.”;

12 (2) by redesignating subsections (b) and (c) as  
13 subsections (c) and (d), respectively;

14 (3) by inserting after subsection (a) the fol-  
15 lowing new subsection:

16 “(b) REQUIRING ONLINE TICKET ISSUERS TO PUT  
17 IN PLACE SITE POLICIES AND ESTABLISH SAFEGUARDS  
18 TO PROTECT SITE SECURITY.—

19 “(1) REQUIREMENT TO ENFORCE SITE POLI-  
20 CIES.—Each ticket issuer that owns or operates an  
21 Internet website or online service that facilitates or  
22 executes the sale of event tickets shall ensure that  
23 such website or service has in place an access control  
24 system, security measure, or other technological con-

1        trol or measure to enforce posted event ticket pur-  
2        chasing limits.

3            “(2) REQUIREMENT TO ESTABLISH SITE SECUR-  
4        RITY SAFEGUARDS.—

5            “(A) IN GENERAL.—Each ticket issuer  
6        that owns or operates an Internet website or  
7        online service that facilitates or executes the  
8        sale of event tickets shall establish, implement,  
9        and maintain reasonable administrative, tech-  
10       nical, and physical safeguards to protect the se-  
11       curity, confidentiality, integrity, or availability  
12       of the website or service.

13           “(B) CONSIDERATIONS.—In establishing  
14       the safeguards described in subparagraph (A),  
15       each ticket issuer described in such paragraph  
16       shall consider—

17            “(i) the administrative, technical, and  
18       physical safeguards that are appropriate to  
19       the size and complexity of the ticket issuer;

20            “(ii) the nature and scope of the ac-  
21       tivities of the ticket issuer;

22            “(iii) the sensitivity of any customer  
23       information at issue; and

1                   “(iv) the range of security risks and  
2                   vulnerabilities that are reasonably foresee-  
3                   able or known to the ticket issuer.

4                   “(C) THIRD PARTIES AND SERVICE PRO-  
5                   VIDERS.—

6                   “(i) IN GENERAL.—Where applicable,  
7                   a ticket issuer that owns or operates an  
8                   Internet website or online service that fa-  
9                   cilitates or executes the sale of event tick-  
10                  ets shall implement and maintain proce-  
11                  dures to require that any third party or  
12                  service provider that performs services with  
13                  respect to the sale of event tickets or has  
14                  access to data regarding event ticket pur-  
15                  chasing on the website or service maintains  
16                  reasonable administrative, technical, and  
17                  physical safeguards to protect the security  
18                  and integrity of the website or service and  
19                  that data.

20                  “(ii) OVERSIGHT PROCEDURE RE-  
21                  QUIREMENTS.—The procedures imple-  
22                  mented and maintained by a ticket issuer  
23                  in accordance with clause (i) shall include  
24                  the following:

1                   “(I) Taking reasonable steps to  
2                   select and retain service providers  
3                   that are capable of maintaining ap-  
4                   propriate safeguards for the customer  
5                   information at issue.

6                   “(II) Requiring service providers  
7                   by contract to implement and main-  
8                   tain adequate safeguards.

9                   “(III) Periodically assessing serv-  
10                  ice providers based on the risk they  
11                  present and the continued adequacy of  
12                  their safeguards.

13                  “(D) UPDATES.—A ticket issuer that owns  
14                  or operates an Internet website or online service  
15                  that facilitates or executes the sale of event  
16                  tickets shall regularly evaluate and make ad-  
17                  justments to the safeguards described in sub-  
18                  paragraph (A) in light of any material changes  
19                  in technology, internal or external threats to  
20                  system security, confidentiality, integrity, and  
21                  availability, and the changing business arrange-  
22                  ments or operations of the ticket issuer.

23                  “(3) REQUIREMENT TO REPORT INCIDENTS OF  
24                  CIRCUMVENTION; CONSUMER COMPLAINTS.—

1           “(A) IN GENERAL.—A ticket issuer that  
2 owns or operates an Internet website or online  
3 service that facilitates or executes the sale of  
4 event tickets shall report to the Commission  
5 any incidents of circumvention of which the  
6 ticket issuer has actual knowledge.

7           “(B) CONSUMER COMPLAINT WEBSITE.—  
8 Not later than 180 days after the date of enact-  
9 ment of the Fans First Act, the Commission  
10 shall create a publicly available website (or  
11 modify an existing publicly available website of  
12 the Commission) to allow individuals to report  
13 violations of this subsection to the Commission.

14           “(C) REPORTING TIMELINE AND PROC-  
15 ESS.—

16           “(i) TIMELINE.—A ticket issuer shall  
17 report known incidents of circumvention  
18 within a reasonable period of time after  
19 the incident of circumvention is discovered  
20 by the ticket issuer, and in no case later  
21 than 30 days after an incident of cir-  
22 cumvention is discovered by the ticket  
23 issuer.

24           “(ii) AUTOMATED SUBMISSION.—The  
25 Commission may establish a reporting

1 mechanism to provide for the automatic  
2 submission of reports required under this  
3 subsection.

4 “(iii) COORDINATION WITH STATE AT-  
5 TORNEYS GENERAL.—The Commission  
6 shall—

7 “(I) share reports received from  
8 ticket issuers under subparagraph (A)  
9 with State attorneys general as appro-  
10 priate; and

11 “(II) share consumer complaints  
12 submitted through the website estab-  
13 lished under subparagraph (B) with  
14 State attorneys general as appro-  
15 priate.

16 “(4) DUTY TO ADDRESS CAUSES OF CIR-  
17 CUMVENTION.—A ticket issuer that owns or operates  
18 an Internet website or online service that facilitates  
19 or executes the sale of event tickets must take rea-  
20 sonable steps to improve its access control systems,  
21 security measures, and other technological controls  
22 or measures to address any incidents of circumven-  
23 tion of which the ticket issuer has actual knowledge.

24 “(5) FTC GUIDANCE.—Not later than 1 year  
25 after the date of enactment of the Fans First Act,

1 the Commission shall publish guidance for ticket  
2 issuers on compliance with the requirements of this  
3 subsection.”;

4 (4) in subsection (e), as redesignated by para-  
5 graph (1) of this subsection—

6 (A) by striking “subsection (a)” each place  
7 it appears and inserting “subsection (a) or (b)”;

8 (B) in paragraph (2)—

9 (i) in subparagraph (A), by striking  
10 “The Commission” and inserting “Except  
11 as provided in paragraph (3), the Commis-  
12 sion”;

13 (ii) in subparagraph (B), by striking  
14 “Any person” and inserting “Subject to  
15 paragraph (3), any person”;

16 (C) by adding at the end the following new  
17 paragraphs:

18 “(3) CIVIL ACTION.—

19 “(A) IN GENERAL.—If the Commission has  
20 reason to believe that any person has committed  
21 a violation of subsection (a) or (b), the Commis-  
22 sion may bring a civil action in an appropriate  
23 district court of the United States to—

24 “(i) recover a civil penalty under  
25 paragraph (4); and



1                   “(ii) seek other appropriate relief, in-  
2                   cluding injunctive relief and other equi-  
3                   table relief.

4                   “(B) LITIGATION AUTHORITY.—Except as  
5                   otherwise provided in section 16(a)(3) of the  
6                   Federal Trade Commission Act (15 U.S.C.  
7                   56(a)(3)), the Commission shall have exclusive  
8                   authority to commence or defend, and supervise  
9                   the litigation of, any civil action authorized  
10                  under this paragraph and any appeal of such  
11                  action in its own name by any of its attorneys  
12                  designated by it for such purpose, unless the  
13                  Commission authorizes the Attorney General to  
14                  do so. The Commission shall inform the Attor-  
15                  ney General of the exercise of such authority  
16                  and such exercise shall not preclude the Attor-  
17                  ney General from intervening on behalf of the  
18                  United States in such action and any appeal of  
19                  such action as may be otherwise provided by  
20                  law.

21                  “(C) RULE OF CONSTRUCTION.—Any civil  
22                  penalty or relief sought through a civil action  
23                  under this paragraph shall be in addition to  
24                  other penalties and relief as may be prescribed  
25                  by law.

1           “(4) CIVIL PENALTIES.—

2           “(A) IN GENERAL.—Any person who vio-  
3           lates subsection (a) or (b) shall be liable for—

4                   “(i) a civil penalty of not less than  
5                   \$10,000 for each day during which the vio-  
6                   lation occurs or continues to occur; and

7                   “(ii) an additional civil penalty of not  
8                   less than \$1,000 per violation.

9           “(B) ENHANCED CIVIL PENALTY FOR IN-  
10           TENTIONAL VIOLATIONS.—In addition to the  
11           civil penalties under subparagraph (A), a per-  
12           son that intentionally violates subsection (a) or  
13           (b) shall be liable for a civil penalty of not less  
14           than \$10,000 per violation.”;

15           (5) in subsection (d), as redesignated by para-  
16           graph (1) of this subsection, by striking “subsection  
17           (a)” each place it appears and inserting “subsection  
18           (a) or (b)”; and

19           (6) by adding at the end the following new sub-  
20           sections:

21           “(e) LAW ENFORCEMENT COORDINATION.—

22                   “(1) IN GENERAL.—The Federal Bureau of In-  
23                   vestigation, the Department of Justice, and other  
24                   relevant State or local law enforcement officials shall  
25                   coordinate as appropriate with the Commission to

1 share information about known instances of  
2 cyberattacks on security measures, access control  
3 systems, or other technological controls or measures  
4 on an Internet website or online service that are  
5 used by ticket issuers to enforce posted event ticket  
6 purchasing limits or to maintain the integrity of  
7 posted online ticket purchasing order rules. Such co-  
8 ordination may include providing information about  
9 ongoing investigations but may exclude classified in-  
10 formation or information that could compromise a  
11 law enforcement or national security effort, as ap-  
12 propriate.

13 “(2) CYBERATTACK DEFINED.—In this para-  
14 graph, the term ‘cyberattack’ means an attack, via  
15 cyberspace, targeting an enterprise’s use of cyber-  
16 space for the purpose of—

17 “(A) disrupting, disabling, destroying, or  
18 maliciously controlling a computing environ-  
19 ment or computing infrastructure; or

20 “(B) destroying the integrity of data or  
21 stealing controlled information.

22 “(f) CONGRESSIONAL REPORT.—Not later than 1  
23 year after the date of enactment of this paragraph, the  
24 Commission shall report to Committee on Commerce,  
25 Science, and Transportation of the Senate and the Com-

1 mittee on Energy and Commerce of the House of Rep-  
2 resentatives on the status of enforcement actions taken  
3 pursuant to this Act, as well as any identified limitations  
4 to the Commission's ability to pursue incidents of cir-  
5 cumvention described in subsection (a)(1)(A).”.

6 (b) **ADDITIONAL DEFINITION.**—Section 3 of the Bet-  
7 ter Online Ticket Sales Act of 2016 (15 U.S.C. 45c note)  
8 is amended by adding at the end the following new para-  
9 graph:

10 “(4) **CIRCUMVENTION.**—The term ‘circumven-  
11 tion’ means the act of avoiding, bypassing, removing,  
12 deactivating, or otherwise impairing an access con-  
13 trol system, security measure, safeguard, or other  
14 technological control or measure described in section  
15 2(b)(1).”.

16 **SEC. 5. SEVERABILITY.**

17 If any provision of this title, or the application of  
18 such provision to any person or circumstance is held to  
19 be unconstitutional, the remainder of this title and of the  
20 amendments made by this title, and the application of the  
21 remaining provisions of this title and amendments to any  
22 person or circumstance, shall not be affected.