



Sen. Steve Stadelman

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10300SB3678sam002

LRB103 38700 SPS 71978 a

1 AMENDMENT TO SENATE BILL 3678

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 3678, AS AMENDED,  
3 by replacing everything after the enacting clause with the  
4 following:

5 "Section 5. The Ticket Sale and Resale Act is amended by  
6 changing Sections 1.5 and 2 as follows:

7 (815 ILCS 414/1.5) (was 720 ILCS 375/1.5)

8 Sec. 1.5. Sale of tickets at more than face value  
9 prohibited; exceptions.

10 (a) Except as otherwise provided in subsections (b), (c),  
11 (d), (e), and (f-5) of this Section and in Section 4, it is  
12 unlawful for any person, persons, firm or corporation to sell  
13 tickets for baseball games, football games, hockey games,  
14 theatre entertainments, or any other amusement for a price  
15 more than the price printed upon the face of said ticket, and  
16 the price of said ticket shall correspond with the same price

1 shown at the box office or the office of original  
2 distribution.

3 (b) This Act does not apply to the resale of tickets of  
4 admission to a sporting event, theater, musical performance,  
5 or place of public entertainment or amusement of any kind for a  
6 price in excess of the printed box office ticket price by a  
7 ticket broker who meets all of the following requirements:

8 (1) The ticket broker is duly registered with the  
9 Office of the Secretary of State on a registration form  
10 provided by that Office. The registration must contain a  
11 certification that the ticket broker:

12 (A) engages in the resale of tickets on a regular  
13 and ongoing basis from one or more permanent or fixed  
14 locations located within this State;

15 (B) maintains as the principal business activity  
16 at those locations the resale of tickets;

17 (C) displays at those locations the ticket  
18 broker's registration;

19 (D) maintains at those locations a listing of the  
20 names and addresses of all persons employed by the  
21 ticket broker;

22 (E) is in compliance with all applicable federal,  
23 State, and local laws relating to its ticket selling  
24 activities, and that neither the ticket broker nor any  
25 of its employees within the preceding 12 months have  
26 been convicted of a violation of this Act; and

1 (F) meets the following requirements:

2 (i) the ticket broker maintains a toll free  
3 number specifically dedicated for Illinois  
4 consumer complaints and inquiries concerning  
5 ticket sales;

6 (ii) the ticket broker has adopted a code that  
7 advocates consumer protection that includes, at a  
8 minimum:

9 (a-1) consumer protection guidelines;

10 (b-1) a standard refund policy. In the  
11 event a refund is due, the ticket broker shall  
12 provide that refund without charge other than  
13 for reasonable delivery fees for the return of  
14 the tickets; and

15 (c-1) standards of professional conduct;

16 (iii) the ticket broker has adopted a  
17 procedure for the binding resolution of consumer  
18 complaints by an independent, disinterested third  
19 party and thereby submits to the jurisdiction of  
20 the State of Illinois; and

21 (iv) the ticket broker has established and  
22 maintains a consumer protection rebate fund in  
23 Illinois in an amount in excess of \$100,000, which  
24 must be cash available for immediate disbursement  
25 for satisfaction of valid consumer complaints.

26 Alternatively, the ticket broker may fulfill the

1 requirements of subparagraph (F) of this paragraph (1) if  
2 the ticket broker certifies that he or she belongs to a  
3 professional association organized under the laws of this  
4 State, or organized under the laws of any other state and  
5 authorized to conduct business in Illinois, that has been  
6 in existence for at least 3 years prior to the date of that  
7 broker's registration with the Office of the Secretary of  
8 State, and is specifically dedicated, for and on behalf of  
9 its members, to provide and maintain the consumer  
10 protection requirements of subparagraph (F) of this  
11 paragraph (1) to maintain the integrity of the ticket  
12 brokerage industry.

13 (2) (Blank).

14 (3) The ticket broker and his employees must not  
15 engage in the practice of selling, or attempting to sell,  
16 tickets for any event while sitting or standing near the  
17 facility at which the event is to be held or is being held  
18 unless the ticket broker or his or her employees are on  
19 property they own, lease, or have permission to occupy.

20 (4) The ticket broker must comply with all  
21 requirements of the Retailers' Occupation Tax Act and  
22 collect and remit all other applicable federal, State and  
23 local taxes in connection with the ticket broker's ticket  
24 selling activities.

25 (5) Beginning January 1, 1996, no ticket broker shall  
26 advertise for resale any tickets within this State unless

1 the advertisement contains the name of the ticket broker  
2 and the Illinois registration number issued by the Office  
3 of the Secretary of State under this Section.

4 (6) Each ticket broker registered under this Act shall  
5 pay an annual registration fee of \$100.

6 (c) This Act does not apply to the sale of tickets of  
7 admission to a sporting event, theater, musical performance,  
8 or place of public entertainment or amusement of any kind for a  
9 price in excess of the printed box office ticket price by a  
10 reseller engaged in interstate or intrastate commerce on an  
11 Internet auction listing service duly registered with the  
12 Office of the Secretary of State on a registration form  
13 provided by that Office. This subsection (c) applies to both  
14 sales through an online bid submission process and sales at a  
15 fixed price on the same website or interactive computer  
16 service as an Internet auction listing service.

17 This subsection (c) applies to resales described in this  
18 subsection only if the operator of the Internet auction  
19 listing service meets the following requirements:

20 (1) the operator maintains a listing of the names and  
21 addresses of its corporate officers;

22 (2) the operator is in compliance with all applicable  
23 federal, State, and local laws relating to ticket selling  
24 activities, and the operator's officers and directors have  
25 not been convicted of a violation of this Act within the  
26 preceding 12 months;

1           (3) the operator maintains, either itself or through  
2 an affiliate, a toll free number dedicated for consumer  
3 complaints;

4           (4) the operator provides consumer protections that  
5 include at a minimum:

6                 (A) consumer protection guidelines;

7                 (B) a standard refund policy that guarantees to  
8 all purchasers that it will provide and in fact  
9 provides a full refund of the amount paid by the  
10 purchaser (including, but not limited to, all fees,  
11 regardless of how characterized) if the following  
12 occurs:

13                     (i) the ticketed event is cancelled and the  
14 purchaser returns the tickets to the seller or  
15 Internet auction listing service; however,  
16 reasonable delivery fees need not be refunded if  
17 the previously disclosed guarantee specifies that  
18 the fees will not be refunded if the event is  
19 cancelled;

20                     (ii) the ticket received by the purchaser does  
21 not allow the purchaser to enter the ticketed  
22 event for reasons that may include, without  
23 limitation, that the ticket is counterfeit or that  
24 the ticket has been cancelled by the issuer due to  
25 non-payment, unless the ticket is cancelled due to  
26 an act or omission by such purchaser;

1           (iii) the ticket fails to conform to its  
2 description on the Internet auction listing  
3 service; or

4           (iv) the ticket seller willfully fails to send  
5 the ticket or tickets to the purchaser, or the  
6 ticket seller attempted to deliver the ticket or  
7 tickets to the purchaser in the manner required by  
8 the Internet auction listing service and the  
9 purchaser failed to receive the ticket or tickets;  
10 and

11           (C) standards of professional conduct;

12           (5) the operator has adopted an independent and  
13 disinterested dispute resolution procedure that allows  
14 resellers or purchasers to file complaints against the  
15 other and have those complaints mediated or resolved by a  
16 third party, and requires the resellers or purchasers to  
17 submit to the jurisdiction of the State of Illinois for  
18 complaints involving a ticketed event held in Illinois;

19           (6) the operator either:

20           (A) complies with all applicable requirements of  
21 the Retailers' Occupation Tax Act and collects and  
22 remits all applicable federal, State, and local taxes;  
23 or

24           (B) publishes a written notice on the website  
25 after the sale of one or more tickets that  
26 automatically informs the ticket reseller of the

1 ticket reseller's potential legal obligation to pay  
2 any applicable local amusement tax in connection with  
3 the reseller's sale of tickets, and discloses to law  
4 enforcement or other government tax officials, without  
5 subpoena, the name, city, state, telephone number,  
6 e-mail address, user ID history, fraud complaints, and  
7 bidding and listing history of any specifically  
8 identified reseller or purchaser upon the receipt of a  
9 verified request from law enforcement or other  
10 government tax officials relating to a criminal  
11 investigation or alleged illegal activity; and

12 (7) the operator either:

13 (A) has established and maintains a consumer  
14 protection rebate fund in Illinois in an amount in  
15 excess of \$100,000, which must be cash available for  
16 immediate disbursement for satisfaction of valid  
17 consumer complaints; or

18 (B) has obtained and maintains in force an errors  
19 and omissions insurance policy that provides at least  
20 \$100,000 in coverage.

21 (d) This Act does not apply to the resale of tickets of  
22 admission to a sporting event, theater, musical performance,  
23 or place of public entertainment or amusement of any kind for a  
24 price in excess of the printed box office ticket price  
25 conducted at an auction solely by or for a not-for-profit  
26 organization for charitable purposes under clause (a)(1) of



1 Section 10-1 of the Auction License Act.

2 (e) This Act does not apply to the resale of a ticket for  
3 admission to a baseball game, football game, hockey game,  
4 theatre entertainment, or any other amusement for a price more  
5 than the price printed on the face of the ticket and for more  
6 than the price of the ticket at the box office if the resale is  
7 made through an Internet website whose operator meets the  
8 following requirements:

9 (1) the operator has a business presence and physical  
10 street address in the State of Illinois and clearly and  
11 conspicuously posts that address on the website;

12 (2) the operator maintains a listing of the names of  
13 the operator's directors and officers, and is duly  
14 registered with the Office of the Secretary of State on a  
15 registration form provided by that Office;

16 (3) the operator is in compliance with all applicable  
17 federal, State, and local laws relating to its ticket  
18 reselling activities regulated under this Act, and the  
19 operator's officers and directors have not been convicted  
20 of a violation of this Act within the preceding 12 months;

21 (4) the operator maintains a toll free number  
22 specifically dedicated for consumer complaints and  
23 inquiries regarding ticket resales made through the  
24 website;

25 (5) the operator either:

26 (A) has established and maintains a consumer

1 protection rebate fund in Illinois in an amount in  
2 excess of \$100,000, which must be cash available for  
3 immediate disbursement for satisfaction of valid  
4 consumer complaints; or

5 (B) has obtained and maintains in force an errors  
6 and omissions policy of insurance in the minimum  
7 amount of \$100,000 for the satisfaction of valid  
8 consumer complaints;

9 (6) the operator has adopted an independent and  
10 disinterested dispute resolution procedure that allows  
11 resellers or purchasers to file complaints against the  
12 other and have those complaints mediated or resolved by a  
13 third party, and requires the resellers or purchasers to  
14 submit to the jurisdiction of the State of Illinois for  
15 complaints involving a ticketed event held in Illinois;

16 (7) the operator either:

17 (A) complies with all applicable requirements of  
18 the Retailers' Occupation Tax Act and collects and  
19 remits all applicable federal, State, and local taxes;  
20 or

21 (B) publishes a written notice on the website  
22 after the sale of one or more tickets that  
23 automatically informs the ticket reseller of the  
24 ticket reseller's potential legal obligation to pay  
25 any applicable local amusement tax in connection with  
26 the reseller's sale of tickets, and discloses to law

1 enforcement or other government tax officials, without  
2 subpoena, the name, city, state, telephone number,  
3 e-mail address, user ID history, fraud complaints, and  
4 bidding and listing history of any specifically  
5 identified reseller or purchaser upon the receipt of a  
6 verified request from law enforcement or other  
7 government tax officials relating to a criminal  
8 investigation or alleged illegal activity; and

9 (8) the operator guarantees to all purchasers that it  
10 will provide and in fact provides a full refund of the  
11 amount paid by the purchaser (including, but not limited  
12 to, all fees, regardless of how characterized) if any of  
13 the following occurs:

14 (A) the ticketed event is cancelled and the  
15 purchaser returns the tickets to the website operator;  
16 however, reasonable delivery fees need not be refunded  
17 if the previously disclosed guarantee specifies that  
18 the fees will not be refunded if the event is  
19 cancelled;

20 (B) the ticket received by the purchaser does not  
21 allow the purchaser to enter the ticketed event for  
22 reasons that may include, without limitation, that the  
23 ticket is counterfeit or that the ticket has been  
24 cancelled by the issuer due to non-payment, unless the  
25 ticket is cancelled due to an act or omission by the  
26 purchaser;

1 (C) the ticket fails to conform to its description  
2 on the website; or

3 (D) the ticket seller willfully fails to send the  
4 ticket or tickets to the purchaser, or the ticket  
5 seller attempted to deliver the ticket or tickets to  
6 the purchaser in the manner required by the website  
7 operator and the purchaser failed to receive the  
8 ticket or tickets.

9 Nothing in this subsection (e) shall be deemed to imply  
10 any limitation on ticket sales made in accordance with  
11 subsections (b), (c), and (d) of this Section or any  
12 limitation on sales made in accordance with Section 4.

13 (f) The provisions of subsections (b), (c), (d), and (e)  
14 of this Section apply only to the resale of a ticket after the  
15 initial sale of that ticket. No reseller of a ticket may refuse  
16 to sell tickets to another ticket reseller solely on the basis  
17 that the purchaser is a ticket reseller or ticket broker  
18 authorized to resell tickets pursuant to this Act.

19 (f-5) In addition to the requirements imposed under  
20 subsections (b), (c), (d), (e), and (f) of this Section,  
21 ticket brokers and resellers must comply with the requirements  
22 of this subsection. Before accepting any payment from a  
23 purchaser, a ticket broker or reseller must disclose to the  
24 purchaser in a clear, conspicuous, and readily noticeable  
25 manner the following information:

26 (1) the registered name and city of the event venue;

1           (2) that the ticket broker or reseller is not the  
2 event venue box office or its licensed ticket agent, but  
3 is, instead, a ticket broker or reseller and that lost or  
4 stolen tickets may be reissued only by ticket brokers or  
5 resellers;

6           (3) whether it is registered under this Act; and

7           (4) its refund policy, name, and contact information.

8           Before selling and accepting payment for a ticket, a  
9 ticket broker or reseller must require the purchaser to  
10 acknowledge by an affirmative act the disclosures required  
11 under this subsection. The disclosures required by this  
12 subsection must be made in a clear and conspicuous manner,  
13 appear together, and be preceded by the heading "IMPORTANT  
14 NOTICE" which must be in bold face font that is larger than the  
15 font size of the required disclosures.

16           Ticket brokers and resellers must guarantee a full refund  
17 of the amount paid by the purchaser, including handling and  
18 delivery fees, if any of the following occurs:

19           (1) the ticket received by the purchaser does not  
20 grant the purchaser admission to the event described on  
21 the ticket, unless it is due to an act or omission by the  
22 purchaser;

23           (2) the ticket fails to conform substantially to its  
24 description as advertised; or

25           (3) the event for which the ticket has been resold is  
26 cancelled and not rescheduled.

1           This subsection (f-5) does not apply to an Internet  
2 auction listing service.

3           (f-10) A person or entity that does not have actual or  
4 constructive possession of an event ticket shall not sell,  
5 offer for sale, or advertise for sale the event ticket.  
6 Nothing in this subsection shall prohibit any person or entity  
7 from offering a service to a consumer to obtain an event ticket  
8 on behalf of the consumer, if the person or entity complies  
9 with the following:

10           (1) does not market or list the service as an event  
11 ticket;

12           (2) displays the total price for the service at the  
13 time the service is first listed for sale, which includes  
14 all applicable required fees (excluding taxes or any fees  
15 assessed for the physical delivery of tickets), in any  
16 advertisement, marketing, price list, social media  
17 promotion, or other interface where a price is displayed  
18 for the service, including at the time it is first  
19 displayed to the individual and anytime throughout the  
20 purchasing process;

21           (3) clearly and conspicuously discloses, prior to  
22 selection of the service, that the service is not an event  
23 ticket and that the purchase of the service does not  
24 guarantee a ticket to the event; and

25           (4) does not obtain more tickets in each transaction  
26 than the numerical limitations for tickets set by the

1 venue and artist for each respective event.

2 If the person or entity is unable to obtain the specified  
3 event ticket for the consumer, the person or entity shall  
4 provide the consumer, within a reasonable amount of time, with  
5 a full refund for the total cost of the service to obtain the  
6 ticket, including any fees or taxes, or, subject to  
7 availability, a replacement event ticket in the same or a  
8 comparable location with the approval of the consumer.

9 (f-15) A ticket issuer, ticket broker, or ticket resale  
10 marketplace shall not offer for sale an event ticket unless  
11 the ticket issuer, ticket broker, or ticket resale  
12 marketplace:

13 (1) clearly and conspicuously:

14 (A) displays the total event ticket price at the  
15 time the ticket is first listed for sale in any  
16 advertisement, marketing, price list, social media  
17 promotion, or other interface where a price is  
18 displayed for the event ticket; and

19 (B) discloses to a consumer who seeks to purchase  
20 an event ticket:

21 (i) the total event ticket price at the time  
22 the ticket is first displayed to the individual  
23 and anytime throughout the ticket purchasing  
24 process, and, prior to checkout, shall include an  
25 itemized breakdown of the base event ticket price  
26 of the event ticket and all applicable event

1 ticket fees and taxes;

2 (ii) the space within the venue that the event  
3 ticket entitles the bearer to occupy for the  
4 event, whether that is general admission or a  
5 specific row or section;

6 (iii) the refund policies and how to obtain a  
7 refund, including under what circumstances a full  
8 refund will be issued and how to obtain a full  
9 refund of the total event ticket price and taxes;

10 (iv) the estimated date and means of delivery  
11 for the event ticket; and

12 (v) a link to the full terms and conditions  
13 applied by the ticket issuer, ticket broker, or  
14 ticket resale marketplace of the event ticket to  
15 any individual who seeks to purchase an event  
16 ticket prior to purchase.

17 If the event ticket is an electronic ticket, the ticket  
18 issuer, ticket broker, or ticket resale marketplace shall  
19 deliver written proof of purchase to the purchaser as soon as  
20 is practicable, and no later than 24 hours, after the purchase  
21 of the event ticket. The written proof of purchase shall  
22 include the disclosures required under subparagraph (B).

23 (f-20) As used in this Section:

24 "Base event ticket price" means the price for the sale of  
25 the event ticket, exclusive of any taxes or event ticket fees.

26 "Event ticket" means any physical, electronic, or other



1 form of a certificate, document, voucher, token, or other  
2 evidence indicating that a person has the right to be admitted  
3 to an event.

4 "Event ticket fee" means a charge that must be paid in  
5 addition to the base event ticket price in order to obtain an  
6 event ticket from a ticket issuer, secondary market ticket  
7 issuer, or secondary market ticket exchange, seller, or  
8 reseller, including any service fee, charge and order  
9 processing fee, facility charge fee, and any other charge.

10 "Event ticket fee" does not include any charge or fee for an  
11 optional product or service associated with the event that may  
12 be selected by a purchaser of an event ticket or fees to send  
13 physical tickets to a consumer through the mail, including  
14 private mail services.

15 "Optional product or service" means a product or service  
16 that an individual does not need to purchase to use or take  
17 possession of an event ticket.

18 "Ticket broker" means any person, including a ticket  
19 issuer, that resells or makes a secondary sale of an event  
20 ticket to the general public in the regular course of the trade  
21 or business of the person.

22 "Ticket issuer" means any person who makes event tickets  
23 available, directly or indirectly, to the general public, and  
24 may include:

25 (1) the operator of the venue;

26 (2) the sponsor or promoter of an event;

1           (3) a sports team participating in an event or a  
2           league whose teams are participating in an event;

3           (4) a theater company, musical group, or similar  
4           participant in an event; and

5           (5) an agent for any such person.

6           "Ticket resale marketplace" means a person that operates a  
7           platform or exchange for the resale of tickets between third  
8           parties or between the ticket resale marketplace and a third  
9           party. "Ticket resale marketplace" includes a ticket issuer  
10           only to the extent the ticket issuer is acting to facilitate  
11           the resale of tickets between third parties or between the  
12           ticket issuer, acting as a ticket resale marketplace, and a  
13           third party.

14           "Total event ticket price" means the total cost of the  
15           event ticket, including the base event ticket price and any  
16           event ticket fees but excluding taxes.

17           (g) The provisions of Public Act 89-406 are severable  
18           under Section 1.31 of the Statute on Statutes.

19           (h) The provisions of this amendatory Act of the 94th  
20           General Assembly are severable under Section 1.31 of the  
21           Statute on Statutes.

22           (Source: P.A. 99-431, eff. 1-1-16; 100-534, eff. 9-22-17.)

23           (815 ILCS 414/2) (was 720 ILCS 375/2)

24           Sec. 2. (a) Whoever violates ~~any of the provisions of~~  
25           Section 1.5 of this Act, except for subsections (f-10),

1 (f-15), and (f-20) of Section 1.5, shall be guilty of a Class A  
2 misdemeanor and may be fined up to \$5,000 ~~\$5,000.00~~ for each  
3 offense, whoever violates subsections (f-10), (f-15), and  
4 (f-20) of Section 1.5 may be fined up to \$5,000 for each  
5 offense, and whoever violates any other provision of this Act  
6 may be enjoined and be required to make restitution to all  
7 injured consumers upon application for injunctive relief by  
8 the State's Attorney or Attorney General and shall also be  
9 guilty of a Class A misdemeanor, and any owner, lessee,  
10 manager or trustee convicted under this Act shall, in addition  
11 to the penalty herein provided, forfeit the license of such  
12 theatre, circus, baseball park, or place of public  
13 entertainment or amusement so granted and the same shall be  
14 revoked by the authorities granting the same.

15 (b) Tickets sold or offered for sale by a person, firm or  
16 corporation in violation of Section 1.5 of this Act may be  
17 confiscated by a court on motion of the Attorney General, a  
18 State's Attorney, the sponsor of the event for which the  
19 tickets are being sold, or the owner or operator of the  
20 facility at which the event is to be held, and may be donated  
21 by order of the court to an appropriate organization as  
22 defined under Section 2 of the Charitable Games Act.

23 (c) The Attorney General, a State's Attorney, the sponsor  
24 of an event for which tickets are being sold, or the owner or  
25 operator of the facility at which an event is to be held may  
26 seek an injunction restraining any person, firm or corporation

1 from selling or offering for sale tickets in violation of the  
2 provisions of this Act. In addition, on motion of the Attorney  
3 General, a State's Attorney, the sponsor of an event for which  
4 tickets are being sold, or the owner or operator of the  
5 facility at which an event is to be held, a court may  
6 permanently enjoin a person, firm or corporation found guilty  
7 of violating Section 1.5 of this Act from engaging in the offer  
8 or sale of tickets.

9 (Source: P.A. 99-78, eff. 7-20-15.)".