



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB3623

Introduced 2/5/2026, by Sen. Seth Lewis

SYNOPSIS AS INTRODUCED:

New Act
30 ILCS 105/5.1038 new
815 ILCS 414/Act rep.
815 ILCS 505/2MMMM new

Creates the Ticket Sale and Resale Act of 2026. Provides that a ticket purchaser may freely transfer, donate, or resell the purchaser's ticket to any person or on any lawful ticket marketplace. Provides that any person or business that sells or resells tickets shall display the total price of the ticket at the first point in the purchasing process where ticket prices are shown. Provides that, if an event for which tickets have been sold is canceled and not rescheduled, every ticket seller shall issue a full refund of the ticket price and all associated fees to the original purchaser. Sets forth provisions concerning ticket hold back disclosures; exclusive venue ticketing agreements; open ticketing data and interoperability; automated ticket purchasing bots; prohibition of resale price floors; prohibition of resale price caps; and disputes. Provides that a violation of the Act constitutes an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act. Limits home rule. Repeals the Ticket Sale and Resale Act. Amends the State Finance Act and the Consumer Fraud and Deceptive Business Practices Act to make conforming changes. Effective January 1, 2027.

LRB104 18561 SPS 32004 b

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the Ticket
5 Sale and Resale Act of 2026.

6 Section 5. Ticket hold back disclosures.

7 (a) At the time that tickets to an event are first made
8 available for sale to the public, including any pre-sale, the
9 ticket issuer or primary seller shall clearly and
10 conspicuously publish the total number of tickets offered for
11 sale and the number of tickets withheld from the public sale.
12 This disclosure shall include, at a minimum, a detailed
13 itemization of:

14 (1) the number of tickets allocated to artist, venue,
15 or promoter holds, including fan clubs or sponsor
16 allocations;

17 (2) the number of tickets allocated to pre-sale
18 promotions, including credit card or VIP pre-sales;

19 (3) the number of tickets allocated to premium package
20 or dynamic pricing tiers; and

21 (4) the number of tickets not released for public
22 purchase at the initial sale.

23 The issuer shall publish the disclosure required under

1 this subsection at least 24 hours before the first ticket is
2 sold to the public.

3 (b) The issuer shall make the hold-back information
4 publicly available on its website or on a State-maintained
5 ticket disclosure portal and shall update the information in
6 real time as tickets are released from holds or otherwise
7 reallocated.

8 Section 10. Free transferability of tickets.

9 (a) A ticket purchaser may freely transfer, donate, or
10 resell the ticket to any person or on any lawful ticket
11 marketplace. No ticket issuer, venue, or operator of a
12 ticketing platform may employ any technological design or
13 contract term that restricts a ticket to a single platform or
14 restricts the purchaser's ability to transfer the ticket,
15 whether by requiring exclusive use of a particular app, by
16 making the ticket nontransferable, or by designating the
17 ticket "will-call only". Any contractual provision or ticket
18 term purporting to limit the resale, gift, or transfer of a
19 lawfully purchased ticket, including terms printed on a ticket
20 or in purchase agreements, is void and unenforceable.

21 (b) Every ticket issued for a live event in this State
22 shall be deliverable to the buyer in a readily transferable,
23 standard format, such as a paper ticket, a Portable Document
24 Format (PDF), or a universally readable digital barcode or
25 token, at no additional cost. If an issuer offers a ticket in a

1 restricted or locked digital format, including a mobile-only
2 ticket that cannot be transferred except by the issuer's
3 system, the issuer shall also offer an alternative delivery of
4 the same ticket in a transferable format without additional
5 charges or inconvenience. The consumer shall not be forced to
6 waive transferability, and any nontransferable ticket option
7 may be offered only alongside a fully transferable option of
8 equal usefulness.

9 (c) No additional fee may be charged to a consumer for
10 transferring a ticket or for receiving a ticket in a
11 transferable format. An issuer or venue shall not require the
12 disclosure of personal information beyond what is reasonably
13 necessary for the initial purchase as a condition of transfer
14 or use of a ticket by a transferee. The original purchaser or
15 any subsequent holder of a ticket shall be able to transfer the
16 ticket to another person without requiring that person to
17 create an account with the original ticketing platform or
18 divulge personally identifying information other than that
19 needed for event entry. Requiring a prospective ticket
20 purchaser to surrender excessive personal data to receive or
21 transfer a ticket is a violation of this subsection.

22 (d) A ticket issuer or venue shall not penalize, cancel,
23 or refuse to honor a ticket solely because it was resold or
24 transferred by a lawful method. A ticket constitutes a
25 revocable license for event admission, but once issued to the
26 buyer, the license is freely transferable. The venue may

1 verify that a ticket presented at entry is genuine and has not
2 been previously used, but it shall not condition entry on the
3 ticket being in the original purchaser's name or purchased
4 from an approved resale platform. All tickets, whether primary
5 or resale, shall be treated equally at entry if the ticket is
6 valid.

7 Section 15. Upfront pricing of tickets.

8 (a) Any person or business that sells or resells tickets,
9 including primary ticket sellers, ticket brokers, secondary
10 ticket exchanges, and online marketplaces, shall display the
11 total price of the ticket, inclusive of all fees, service
12 charges, surcharges, and taxes, at the first point in the
13 purchasing process where ticket prices are shown. The initial
14 advertised price seen by a consumer shall be the final price
15 the consumer will pay to purchase the ticket, except that
16 government-imposed taxes or elective delivery fees may be
17 added if and only if those amounts are disclosed clearly in
18 advance and cannot reasonably be calculated until checkout. No
19 mandatory fee, including venue fees, facility charges,
20 convenience fees, or similar, or add-ons shall be excluded
21 from the displayed ticket price.

22 (b) The all-in total price shall be displayed more
23 prominently than any individual component prices or fees. If a
24 seller chooses to also list a base price plus fees for
25 informational purposes, the total shall be presented in a size

1 and style at least as prominent as the base price. An
2 itemization of included fees or taxes shall be made available
3 to the buyer before purchase, but the itemization shall not be
4 presented in a manner that dilutes or obscures the total
5 purchase price.

6 (c) Once a ticket is selected for purchase at the
7 advertised all-in price, that price shall not increase during
8 the checkout process. It is unlawful to add hidden fees or
9 surcharges at payment except in the case of:

10 (1) additions of optional services affirmatively
11 selected by the consumer, such as the purchase of upgraded
12 shipping or a parking pass; and

13 (2) updates to tax calculations or currency
14 conversions as a result of information supplied by the
15 consumer.

16 The final total charged shall not exceed the initially
17 displayed total for the chosen delivery method and ticket
18 quantity unless the consumer voluntarily purchases add-ons.

19 (d) This Section applies to primary ticket sales,
20 secondary ticket sales, and any advertising or search results
21 within this State that show ticket prices. Any online platform
22 or mobile app that displays ticket listings for events in this
23 State shall comply with this Section. A third-party platform
24 that aggregates tickets from multiple sellers is not liable
25 for a seller's failure to include fees, provided the platform
26 itself prominently requires all listings to use all-in pricing

1 and removes or corrects any listing found to violate this
2 Section.

3 Section 20. Exclusive venue ticketing agreements.

4 (a) No contract or agreement between an event venue in
5 this State and a ticketing service provider may require the
6 venue to use exclusively that ticketing service for all events
7 for a term exceeding 5 years. Any provision that directly or
8 indirectly extends an exclusive ticketing arrangement beyond a
9 5-year term, such as automatic renewal clauses or rights of
10 first refusal that would cumulatively lengthen exclusivity
11 past 5 years, is prohibited and void. Venues and ticketing
12 companies may renew or enter a new exclusive contract after
13 the term, but shall at that time allow competitive proposals
14 from other ticketing providers.

15 (b) If a venue receives public funding or is owned by a
16 unit of local government, any contract for ticketing services,
17 whether exclusive or not, shall be awarded through a
18 competitive bidding or request-for-proposals process at the
19 time of contracting or renewal. A publicly funded venue shall
20 not extend an exclusive ticketing deal without soliciting bids
21 from other qualified ticketing companies when the term
22 expires.

23 (c) It is unlawful for any event promoter or tour
24 organizer to retaliate against or refuse to do business with a
25 venue in this State on the basis of the venue's choice of

1 ticketing platform. In particular, no promoter, including any
2 entity that owns or is affiliated with a ticketing service,
3 may withhold live events, reduce event bookings, or impose
4 financial penalties on a venue because the venue declined to
5 sign an exclusive ticketing contract with that promoter's
6 preferred ticketing service.

7 (d) Any venue or the Attorney General may bring an action
8 to invalidate contract provisions that violate this Section.
9 In an action brought by the Attorney General to enforce this
10 Section, a court may impose appropriate injunctive relief and
11 civil penalties. A willful retaliation by a promoter is
12 subject to enhanced penalties as the court deems appropriate.

13 Section 25. Open ticketing data and interoperability.

14 (a) Any primary ticket issuer operating in this State
15 shall implement reasonable technical measures to facilitate an
16 open data exchange that allows tickets to be authentically
17 validated across different ticket resale platforms. The issuer
18 shall provide a publicly accessible application programming
19 interface or other interoperable electronic system through
20 which a resale marketplace or other third-party ticket
21 platform, certified as legitimate, can verify the validity of
22 a ticket's barcode or unique digital identifier in real time.
23 The application programming interface shall also enable the
24 secure transfer or issuance of a new barcode when a ticket is
25 resold, so that the buyer obtains a valid ticket that will be

1 honored at the venue.

2 (b) A primary ticket issuer shall not deliberately block
3 or degrade any lawful attempt by a consumer or a competing
4 exchange to verify or deliver a ticket. Any practice of
5 issuing tickets in a format that cannot be accepted by or
6 converted for use on other platforms, without providing an
7 open-data method as described in subsection (a) is an unlawful
8 practice under this Act.

9 (c) The Attorney General shall convene industry
10 stakeholders to establish technical standards for the secure
11 exchange of ticket validation data, including creating
12 standards for certified resale exchanges and developing
13 protocols to protect against fraud while enabling
14 interoperability. The Attorney General may adopt rules to
15 implement the standards. The Attorney General may also adopt
16 rules requiring registration or certification of resale
17 platforms that wish to access the primary validation
18 application programming interface, solely to ensure that only
19 bona fide businesses use the data interfaces. The rules shall
20 not exclude legitimate competitors.

21 (d) No later than January 1, 2028, primary issuers shall
22 conform their systems to the standards set forth by rule under
23 subsection (c) or, if no specific standard is established,
24 shall at minimum provide an application programming interface
25 with the core functionalities outlined in subsection (a).

26 (e) Any data exchanged in accordance with this Section

1 shall be limited to what is necessary to verify tickets and
2 facilitate transfers, such as barcode numbers, cryptographic
3 tokens, event and seat details, and shall exclude sensitive
4 personal consumer information, except as needed for
5 authentication. The primary issuer may require reasonable
6 security measures to prevent abuse of the validation system,
7 and third-party platforms shall abide by the security
8 requirements.

9 Section 30. Ticket refunds for canceled or postponed
10 events.

11 (a) If an event for which tickets have been sold is
12 canceled and not rescheduled, every ticket seller, broker, or
13 marketplace that sold tickets to consumers for that event
14 shall issue a full refund of the ticket price and all
15 associated fees to the original purchaser. All refunds for
16 cancellations shall be processed to the original form of
17 payment within 7 business days after the event's cancellation.
18 Except as provided in subsection (d), the consumer shall not
19 be required to take any action to obtain this refund, nor to
20 accept a voucher or credit in lieu of monetary refund. This
21 requirement applies to primary ticket issuers as well as
22 secondary resellers. The entity that received payment from the
23 consumer is responsible for refunding that consumer, and may
24 then seek reimbursement from the event organizer or other
25 relevant parties.

1 (b) If an event is postponed or rescheduled to a new date,
2 tickets for the original date shall be honored for the
3 rescheduled date. If an event's date is postponed and no
4 rescheduled date is announced within 60 days after the
5 original date, any ticket purchaser may, at any time
6 thereafter until a new date is announced, request a full
7 refund of the ticket, including fees, and the seller shall
8 provide it within 7 business days after the request. If an
9 event is rescheduled for a date more than 12 months after the
10 originally scheduled date, then no later than 30 days after
11 one year from the original date, every ticket purchaser shall
12 be notified of the right to claim a full refund. If the
13 purchaser opts for a refund within a 30-day window after
14 notification, the seller or issuer shall process that refund,
15 including all fees, within 7 business days after the request.

16 (c) If a cancellation or a qualifying postponement occurs,
17 the primary issuer or the ticket marketplace through which the
18 ticket was purchased shall notify all known ticket purchasers
19 by email, or the original communication method, of the
20 cancellation or postponement and explain the refund procedure
21 and rights available. This notice shall be sent within 5
22 business days after the cancellation or the trigger date for a
23 long postponement refund option. Secondary resale platforms
24 are responsible for notifying and refunding customers who
25 bought tickets on the platform, but they are also entitled to
26 similarly prompt reimbursement from upstream sources.

1 (d) A ticket seller or issuer may offer impacted consumers
2 the choice of accepting a credit, voucher, or ticket exchange
3 in lieu of cash refund. Any offer shall be completely optional
4 and presented as a positive choice by the consumer. A seller or
5 issuer shall not issue a coupon or credit automatically or
6 make that the sole remedy under this subsection. The default,
7 unless the consumer affirmatively opts for a credit, is a
8 monetary refund to the original payment method. Credits to be
9 used with a specific seller or issuer can only be used in place
10 of refund if the customer knowingly and voluntarily selects
11 that option after the event is canceled or postponed.

12 (e) The Attorney General may take action against any party
13 in the ticket supply chain, including the issuer, reseller, or
14 marketplace, that fails to satisfy the requirements of this
15 Section. In determining liability among multiple parties, the
16 entity that transacted directly with the consumer will be
17 primarily responsible to provide the refund, without prejudice
18 to that entity's right to recover losses from the responsible
19 upstream event organizer.

20 Section 35. Automated ticket purchasing bots.

21 (a) It is illegal for any person to use, sell, or offer to
22 use any automated software, script, bot, or other electronic
23 device that is designed to circumvent security measures or
24 purchasing limits on a ticket selling platform for the purpose
25 of purchasing event tickets in excess of authorized limits or

1 at a speed faster than human buyers. Each ticket purchase or
2 attempt made in violation of this subsection is a separate
3 offense.

4 (b) A primary ticketing platform or venue that detects a
5 bot attack or other suspicious automated purchasing activity
6 during an online ticket sale for an event in this State shall
7 report the incident to the Attorney General within 48 hours
8 after the discovery of the occurrence. The report shall
9 include, to the extent known:

10 (1) a description of the nature of the bot activity or
11 attack, including the volume of tickets targeted and any
12 observed techniques used to bypass security;

13 (2) any information reasonably available about the
14 identity of the party or parties responsible, such as
15 Internet protocol addresses, account names, and purchase
16 data associated with the activity;

17 (3) measures the platform has taken or plans to take
18 to counteract the activity and prevent similar future
19 attacks; and

20 (4) whether the bots materially interfered with ticket
21 availability. An issuer's timely good-faith report under
22 this subsection does not incur liability for a violation
23 of subsection (a).

24 (c) A primary ticket seller that experiences automated
25 purchasing attacks shall maintain internal records of the
26 incidents described in subsection (b), including server logs

1 or sales records showing the illicit activity, for at least 3
2 years after the incident is discovered. The records shall be
3 made available to the Attorney General or other law
4 enforcement upon request for investigative purposes. If a
5 secondary ticket marketplace becomes aware that tickets listed
6 on its platform were originally obtained using bots, it should
7 retain any pertinent data about the seller and transaction and
8 cooperate with law enforcement inquiries.

9 (d) The Attorney General may bring civil enforcement
10 actions against any person who uses or facilitates the use of
11 bots in violation of subsection (a). In addition to other
12 remedies, the court may impose civil penalties up to \$10,000
13 for each violation or any higher amount authorized by federal
14 law, if applicable. Ticketing platforms that willfully fail to
15 report bot incidents as required by subsection (b) may also be
16 liable for civil penalties. The Attorney General may seek
17 restitution or other equitable relief for affected consumers,
18 as appropriate.

19 (e) All moneys collected under this Section shall be
20 deposited into the Ticket Sale and Resale Security Fund, a
21 special fund created in the State treasury. The Attorney
22 General shall use moneys in the Fund to enforce this Act and to
23 improve cyber-security measures against ticketing bots.

24 Section 40. Prohibition of resale price floors.

25 (a) It is unlawful for any ticket issuer, event organizer,

1 venue, or ticket marketplace to establish or enforce a minimum
2 resale price for tickets. No participant in the ticketing
3 industry may require that a ticket be resold for at least a
4 certain price or percentage of face value, or otherwise
5 prohibit the resale of a ticket below a specified price. Any
6 clause in a contract or terms of service that imposes a price
7 floor on resale transactions is void and unenforceable.

8 (b) The provisions of subsection (a) do not apply to a
9 non-binding pricing guidance or suggestion if the guidance or
10 suggestion is clear that it is optional and for informational
11 purposes only. A platform or organizer shall not penalize a
12 seller for disregarding a suggested price by choosing to list
13 the ticket at a lower price.

14 (c) An event organizer or promoter shall not take any
15 adverse action against a ticket purchaser for reselling a
16 ticket at a lower price. Any attempt by a promoter to enforce a
17 minimum resale price through contractual means, such as
18 revoking benefits or charging extra fees if tickets are resold
19 under a set amount, is invalid.

20 (d) The Attorney General may investigate complaints and
21 seek injunctions or fines against entities that maintain
22 minimum price rules. Sellers or consumers who are harmed may
23 report the issue for enforcement.

24 Section 45. Prohibition of resale price caps.

25 (a) Notwithstanding anything to the contrary, no provision

1 of law shall be construed to impose an upper limit on resale
2 prices or to criminalize the resale of tickets at a price above
3 face value.

4 (b) Any clause in an initial ticket sale contract or
5 ticket license that purports to forbid resale above a certain
6 price is void and unenforceable.

7 Section 50. Home rule. The regulation of ticket resale
8 pricing is an exclusive power and function of the State. A home
9 rule unit may not regulate ticket resale pricing. This Section
10 is a denial and limitation of home rule powers and functions
11 under subsection (h) of Section 6 of Article VII of the
12 Illinois Constitution.

13 Section 55. Disputes; arbitration; class action lawsuits.

14 (a) It is an unlawful practice for any ticket seller,
15 ticket issuer, or ticket marketplace, in a contract with a
16 consumer in this State, to require that any legal dispute or
17 claim relating to an event ticket purchase be resolved in a
18 forum outside of this State. If a contract, including an
19 online terms of service agreement, mandates arbitration, it
20 shall allow the consumer the option to have an in-person
21 arbitration hearing in the county of the consumer's residence
22 or a neighboring county or a mutually agreed convenient
23 location. The company shall pay any arbitration administrative
24 fees or arbitrator fees beyond a nominal amount.

1 (b) It is an unlawful practice for any ticket purchase or
2 resale contract to contain a term that waives or eliminates
3 the consumer's right to file a claim in a small claims court in
4 this State where jurisdiction is otherwise proper. If a
5 contract includes an arbitration agreement, the consumer shall
6 have the right to choose instead to bring an eligible claim in
7 a small claims court in this State.

8 (c) If a ticket seller or issuer imposes an arbitration
9 agreement as part of the purchase terms, the terms shall
10 clearly permit the consumer to opt out of the arbitration
11 clause within 30 days after the purchase or creating the
12 account. The contract shall provide a straightforward method
13 for opting out that does not result in any penalty or loss of
14 ticket rights. It is an unlawful practice for a seller to
15 refuse to honor a ticket or to punish a consumer in any way due
16 to the consumer's exercise of the right to opt out of
17 arbitration.

18 (d) It is an unlawful practice for any ticket-related
19 contract of adhesion to include a waiver of the consumer's
20 right to participate in a class action lawsuit or class
21 arbitration against the ticket seller or related entities.

22 (e) The rights conferred to consumers by this Section
23 cannot be waived. Any clause containing a waiver of a right
24 conferred by this Section is void and unenforceable.

25 Section 60. Enforcement. A violation of this Act

1 constitutes an unlawful practice under the Consumer Fraud and
2 Deceptive Business Practices Act. All remedies, penalties, and
3 authority granted to the Attorney General by the Consumer
4 Fraud and Deceptive Business Practices Act shall be available
5 to the Attorney General for the enforcement of this Act.

6 Section 90. The State Finance Act is amended by adding
7 Section 5.1038 as follows:

8 (30 ILCS 105/5.1038 new)

9 Sec. 5.1038. The Ticket Sale and Resale Security Fund.

10 (815 ILCS 414/Act rep.)

11 Section 95. The Ticket Sale and Resale Act is repealed.

12 Section 100. The Consumer Fraud and Deceptive Business
13 Practices Act is amended by adding Section 2MMMM as follows:

14 (815 ILCS 505/2MMMM new)

15 Sec. 2MMMM. Violations of the Ticket Sale and Resale Act
16 of 2026. Any person who violates the Ticket Sale and Resale Act
17 of 2026 commits an unlawful practice within the meaning of
18 this Act.

19 Section 997. Severability. The provisions of this Act are
20 severable under Section 1.31 of the Statute on Statutes.

1 Section 999. Effective date. This Act takes effect on
2 January 1, 2027.