



Viagogo's Commitments to the CPC Network

Factsheet | 16 May 2024

Following a dialogue with the European Commission and national consumer authorities, Viagogo has made commitments that will contribute to bringing the company's website and terms & conditions more in line with the requirements of EU consumer protection law*.

The commitments will be implemented by Viagogo on all versions of its website that are directed to EU/EEA consumers.

1. Changes to Viagogo's website

Concerns raised by European Consumer Protection Cooperation authorities	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation
Viagogo's website lacked clarity about the company's business model and its role as an online marketplace provider.	Viagogo has removed the statement " <i>Viagogo has partnered with many of the world's leading brands in sport and entertainment</i> " from its website and commits that it will not reintroduce this statement unless it specifically names the brands with which it has entered into partnership.	Already implemented
	With respect to the banner " <i>we are the world's largest secondary marketplace for tickets</i> " on its website, Viagogo commits that: <ul style="list-style-type: none"> • the banner will be easily visible at the top of the home page, including landing pages. • the banner text will appear in a contrasting colour to the background. • the banner text font size will be equal to or larger than the majority of the text on the page. • an information icon will be added to the banner. Hovering over this icon will display the following message (English version): "<i>Viagogo is a secure global online secondary marketplace for live sport, music and entertainment tickets. This means that Viagogo is not the issuer of tickets, such as an event organiser or box office.</i>" 	31 August 2024

* The requirements of EU consumer protection law addressed in this CPC dialogue can be found in the [Unfair Commercial Practices Directive](#), the [Consumer Rights Directive](#) and the [Unfair Contract Terms Directive](#). CPC coordinated actions have a well-defined scope: the closure of a dialogue between the CPC Network and a trader does therefore not mean that the trader can hence be considered to comply with all its obligations under EU consumer protection laws. On 17 February 2024, the [Digital Services Act \(DSA\)](#) entered into application. The DSA harmonises obligations for all online platforms in the EU to reinforce the safety and trustworthiness of the online space. Although some commitments made by Viagogo might incidentally contribute to fulfilling its new obligations under the DSA, the dialogue between the CPC Network and the online marketplace - which started already in 2021 - did not aim to enforce compliance with that regulation. The DSA has its own distinct [enforcement framework](#).

Concerns raised by European Consumer Protection Cooperation authorities	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation	
<p>Viagogo did not provide timely and clear information to consumers about ticket sellers' status (trader or private person) and their full identity details in case the seller is a trader.</p>	<p>Viagogo will require ticket sellers to declare whether they are a trader or not.</p> <p>Viagogo will enable ticket sellers that are traders to provide their details required under EU consumer law [E.g., trading name, geographical address, telephone number, e-mail address, trade registration number (if applicable) and VAT identification number (if applicable)].</p>	<p>Already implemented</p>	
	<p>Viagogo will indicate on the ticket selection page whether a ticket is being sold by a trader or not through the use of dedicated symbol.</p>		<p>31 August 2024</p>
	<p>Viagogo will add clarificatory wording regarding what constitutes a 'trader' when a consumer hovers over or clicks on the dedicated symbol and ensure that the appropriate language will be used across all versions of Viagogo's website to which the commitments apply.</p>		
	<p>Where the seller is a trader, Viagogo will communicate:</p> <ul style="list-style-type: none"> • the trader's name to consumers on the first page of the checkout process; and • the trader's full details to consumers on the review page of the checkout journey behind a CAPTCHA. 		
<p>Viagogo did not provide adequate, clear and complete price information to consumers.</p>	<p>Viagogo will update the term 'tax' on its website to a term applicable to the jurisdiction a consumer is in, such as 'VAT' or 'BTW'.</p>		
	<p>Viagogo will ensure a consistent use of the terms 'handling fee' and 'delivery fee' on its website.</p>		
	<p>Where there is only one delivery option available for a ticket, Viagogo will include the handling/delivery fee in the ticket price displayed, including on the ticket selection page.</p>		
	<p>Where there are multiple delivery options available for a ticket, Viagogo will display in the immediate proximity of the ticket's price, for each relevant ticket listing on the event page, an explainer that reads "Includes estimated tax and booking fee, excludes delivery fee ⓘ". When consumers hover over the information icon ⓘ, a pop-up screen will appear explaining that the final delivery/handling fee will be calculated after the buyer has selected their preferred delivery method and address.</p>		

Concerns raised by European Consumer Protection Cooperation authorities	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation
Viagogo's website lacked transparency on the ranking of tickets in search results.	Viagogo will update the information hover icon accompanying the "Show best value tickets?"-filter. The updated message will include a hyperlink which further clarifies Viagogo's ranking methodology, giving a more detailed and precise explanation in plain and intelligible language.	31 August 2024
Viagogo did not provide the seat number to consumers when purchasing a ticket.	Viagogo will enable the ticket seller, when creating a ticket listing, to enter the seat number. Where this information is provided by a seller, Viagogo will make this information available to consumers.	
Viagogo's website contained too many pressure selling elements. Statements on the availability and the popularity of tickets on sale lacked clarity and transparency.	Viagogo will remove the "Today's Deal"-wording from its website.	
	Viagogo will ensure that any translations of statements on its website concerning availability and popularity of tickets reflect accurately the intended meaning behind the message in a language easily understandable for the average consumer it intends to target.	
	Viagogo will substantially reduce the number of countdown messages on its website that appear in pop-up windows.	
Viagogo did not sufficiently inform ticket sellers about the existence of (re)sale restrictions that may apply in certain EU/EEA Member States.	Viagogo will display the defining criteria and specific criteria for the popularity or availability statements on its website in a manner as equally prominent as the rest of the statement (i.e., the whole message should have the same prominence, including in terms of font size, use of bold text and colour).	
	Viagogo will, through its terms and conditions and/or during the registration or ticket-listing process, draw third-party sellers' attention to regulatory resale restrictions that may apply in certain EU/EEA Member States. Where available, Viagogo will include a hyperlink to the respective websites of the said EU/EEA Member States' competent authorities or other relevant sources where such restrictions are explained in more detail.	

Concerns raised by European Consumer Protection Cooperation authorities	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation
The CPC Network needed reassurance from Viagogo about how it prevents the listing of fraudulent tickets or tickets for cancelled events	Viagogo will continue its efforts to prevent and take down fraudulent ticket listings and to expeditiously take down cancelled events from its website.	N/A
Viagogo's website lacked clarity on how consumers and authorities can contact the company.	<p>Viagogo will give more prominence to the email address by which consumers may contact Viagogo on the contact page of its website.</p> <p>Viagogo will clarify on its website that all consumers, and not only those who have made an order, can use the customer service email address for all queries.</p> <p>Viagogo will enable the competent authorities of EU/EEA Member States to contact Viagogo for all regulatory issues concerning consumer law via a dedicated email address. Viagogo will reply to them with the necessary urgency.</p>	31 August 2024

2. Changes to Viagogo's terms and conditions

Subject matter of the contractual terms that the CPC Network found to be unfair	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation
Jurisdiction and applicable law in case of disputes between consumers and Viagogo.	Viagogo will modify its terms and conditions to ensure that EU consumers can bring legal actions against the company in their own Member State of residence. It will also confirm that EU consumers enjoy the protection of the mandatory provisions of law of their Member State of residence.	31 August 2024
Consumers' rights in case of undelivered or invalid tickets.	Viagogo will modify its terms and conditions to allow consumers more time to apply for a refund under the Viagogo 'Guarantee' scheme in case they experience problems with their tickets.	
Consumers' rights in case Viagogo unilaterally changes its terms and conditions.	Viagogo will modify its terms and conditions to ensure that it can only unilaterally change its terms and conditions in the future by clearly informing consumers in advance and by giving them, under reasonable notice, the possibility to cancel their contract with Viagogo free of charge.	

Subject matter of the contractual terms that the CPC Network found to be unfair	Viagogo's commitments <i>This is a non-exhaustive and simplified overview</i>	Deadline for implementation
Consumers' rights in case their seat location is modified after the ticket is purchased.	Viagogo will modify its terms and conditions to clarify under which conditions consumers' seat location may be unilaterally substituted with comparable or better seat locations under the Viagogo 'Guarantee' scheme.	31 August 2024
Waiver or limitation of Viagogo's liability vis-à-vis consumers.	Viagogo will modify its terms and conditions to restore the balance between the limitations and exclusions of liabilities Viagogo can invoke vis-à-vis consumers on the one hand, and consumers' rights that relate to the non- or partial performance of Viagogo's obligations on the other hand.	
Consumers' rights in case Viagogo unilaterally terminates the contract.	Viagogo will modify its terms and conditions to clarify under which conditions it may unilaterally terminate contracts with consumers.	
Pre-authorisation for certain mandatory costs incurred by Viagogo.	Viagogo will modify its terms and conditions concerning the consumers' pre-authorisation for certain mandatory costs incurred by Viagogo to reflect its above stated commitments concerning the provision of adequate, clear, and complete price information to consumers.	
Consumers' rights in case of cancellation or postponement.	Viagogo will modify its terms and conditions to clarify when consumers' right of withdrawal does not apply and what they can do in case their event is cancelled or postponed.	