



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB2344

Introduced 2/26/2021, by Sen. Michael E. Hastings

SYNOPSIS AS INTRODUCED:

815 ILCS 414/1	was 720 ILCS 375/1
815 ILCS 414/1.5	was 720 ILCS 375/1.5
815 ILCS 414/1.7 new	
815 ILCS 414/2	was 720 ILCS 375/2

Amends the Ticket Sale and Resale Act. Revises the nomenclature used in the Act. Provides for the regulation of primary sellers and venues (rather than a theater, circus, baseball park, and place of public entertainment or amusement). Provides for resale marketplaces instead of Internet auction sites. Prohibits the restriction of the ability of a purchaser to resell tickets. Defines terms. Provides alternative refund provisions for primary sellers and resale marketplaces that include store credits, time limits, and discounts on future events. Changes penalties for violating the Act. Makes other changes.

LRB102 12646 JLS 17985 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 5. The Ticket Sale and Resale Act is amended by
5 changing Sections 1, 1.5, and 2 and by adding Section 1.7 as
6 follows:

7 (815 ILCS 414/1) (was 720 ILCS 375/1)

8 Sec. 1. Sale of tickets other than at box office
9 prohibited; exceptions.

10 (a) It is unlawful for any person, firm or corporation,
11 owner, lessee, manager, trustee, or any of their employees or
12 agents, owning, conducting, managing or operating any theater,
13 circus sporting event, ~~baseball park~~, or place of public
14 entertainment or amusement where tickets of admission are sold
15 for any such places of amusement or public entertainment (each
16 hereinafter referred to as a "primary seller") to do any of the
17 following:

18 (1) sell or permit the sale, barter or exchange of
19 such admission tickets at any other place than in the box
20 office or on the premises of such theater, circus,
21 sporting event ~~baseball park~~, or place of public
22 entertainment or amusement (each hereinafter referred to
23 as a "venue"), but nothing herein prevents such primary

1 ~~seller theater, circus, baseball park, or place of public~~
2 ~~entertainment or amusement~~ from placing any of its
3 admission tickets for sale at any other place at the same
4 price such admission tickets are sold by such primary
5 ~~seller theater, circus, baseball park, or other place of~~
6 ~~public entertainment or amusement~~ at its box office or on
7 the premises of such venue places, at the same advertised
8 price or printed rate thereof; ~~:-~~

9 (2) restrict the ability of a purchaser who has
10 purchased tickets from such primary seller to resell any
11 such tickets (A) independent of such primary seller and
12 any secondary ticket sales marketplace owned or affiliated
13 with such primary seller or (B) on the secondary ticket
14 sales marketplace of the purchaser's choice; or

15 (3) sanction or deny admission to an event on the
16 basis that such purchaser resold a ticket, gifted a
17 ticket, or purchased a resold ticket or otherwise
18 discriminate against a purchaser who has resold, gifted,
19 or purchased a resold ticket by: (A) charging any transfer
20 or other fees, regardless of how characterized, for the
21 transfer of a ticket outside of the ticketing system
22 operated by the primary seller, (B) requiring the
23 provision of any data regarding the resale transaction
24 other than data required to validate and fulfill the
25 ticket transfer request, or (C) otherwise impeding the
26 transfer of a ticket through technological obstacles or

1 other means.

2 (b) Any term or condition of the original sale of a ticket
3 to any venue ~~theater, circus, baseball park, or place of~~
4 ~~public entertainment or amusement~~ where tickets of admission
5 are sold that purports to limit the terms or conditions of
6 resale of the ticket (including but not limited to the resale
7 price of the ticket) is unenforceable, null, and void if the
8 resale transaction is carried out by any of the means set forth
9 in subsections (b), (c), and (d), ~~and (e)~~ of Section 1.5 of
10 this Act. This subsection shall not apply to a term or
11 condition of the original sale of a ticket to any venue
12 ~~theater, circus, baseball park, or place of public~~
13 ~~entertainment or amusement~~ where tickets of admission are sold
14 that purports to limit the terms or conditions of resale of a
15 ticket specifically designated as seating in a special section
16 for a person with a physical disability.

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

18 (815 ILCS 414/1.5) (was 720 ILCS 375/1.5)

19 Sec. 1.5. Sale of tickets at more than face value
20 prohibited; exceptions.

21 (a) Except as otherwise provided in subsections (b), (c),
22 (d), ~~(e)~~, and (f-5) of this Section and in Section 4, it is
23 unlawful for any person, persons, firm or corporation to sell
24 tickets for baseball games, football games, hockey games,
25 theater ~~theatre~~ entertainments, or any other amusement for a

1 price more than the price printed upon the face of said ticket,
2 and the price of said ticket shall correspond with the same
3 price shown at the box office or the office of original
4 distribution.

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

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

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

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

20 (C) displays at those locations the ticket
21 broker's registration;

22 (D) maintains at those locations a listing of the
23 names and addresses of all persons employed by the
24 ticket broker;

25 (E) is in compliance with all applicable federal,
26 State, and local laws relating to its ticket selling

1 activities, and that neither the ticket broker nor any
2 of its employees within the preceding 12 months have
3 been convicted of a violation of this Act; and

4 (F) meets the following requirements:

5 (i) the ticket broker maintains a toll free
6 number specifically dedicated for Illinois
7 consumer complaints and inquiries concerning
8 ticket sales;

9 (ii) the ticket broker has adopted a code that
10 advocates consumer protection that includes, at a
11 minimum:

12 (a-1) consumer protection guidelines;

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

18 (c-1) standards of professional conduct;

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

24 (iv) the ticket broker has established and
25 maintains a consumer protection rebate fund in
26 Illinois in an amount in excess of \$100,000, which

1 must be cash available for immediate disbursement
2 for satisfaction of valid consumer complaints.

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

16 (2) (Blank).

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

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

1 selling activities.

2 (5) Beginning January 1, 1996, no ticket broker shall
3 advertise for resale any tickets within this State unless
4 the advertisement contains the name of the ticket broker
5 and the Illinois registration number issued by the Office
6 of the Secretary of State under this Section.

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

9 (c) This Act does not apply to the sale of tickets of
10 admission to a venue ~~sporting event, theater, musical~~
11 ~~performance, or place of public entertainment or amusement of~~
12 ~~any kind~~ for a price in excess of the printed box office ticket
13 price by a reseller engaged in interstate ~~or intrastate~~
14 commerce on a resale marketplace ~~an Internet auction listing~~
15 ~~service~~ duly registered with the Office of the Secretary of
16 State on a registration form provided by that Office. "Resale
17 marketplace" means any business, including a website, software
18 application for a mobile device, or any other digital
19 platform, or portion thereof, the primary purpose of which is
20 to facilitate the resale of tickets between sellers and
21 purchasers. ~~This subsection (c) applies to both sales through~~
22 ~~an online bid submission process and sales at a fixed price on~~
23 ~~the same website or interactive computer service as an~~
24 ~~Internet auction listing service.~~

25 This subsection (c) applies to resales described in this
26 subsection only if such resales are made through a resale

1 marketplace that ~~the operator of the Internet auction listing~~
2 ~~service~~ meets the following requirements:

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

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

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

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

15 (A) consumer protection guidelines;

16 (B) a standard refund policy that guarantees to
17 all purchasers that it will provide and in fact
18 provides a full refund of the amount paid by the
19 purchaser (including, but not limited to, all fees,
20 regardless of how characterized) if the following
21 occurs:

22 (i) with the exception of events canceled
23 under circumstances listed in subsection (b) of
24 Section 1.7, the ticketed event is cancelled and
25 the purchaser returns the tickets to the seller or
26 resale marketplace ~~Internet auction listing~~

1 ~~service~~; however, reasonable delivery fees need
2 not be refunded if the previously disclosed
3 guarantee specifies that the fees will not be
4 refunded if the event is cancelled;

5 (ii) the ticket received by the purchaser does
6 not allow the purchaser to enter the ticketed
7 event for reasons that may include, without
8 limitation, that the ticket is counterfeit or that
9 the ticket has been cancelled by the issuer due to
10 non-payment, unless the ticket is cancelled due to
11 an act or omission by such purchaser;

12 (iii) the ticket fails to conform to its
13 description on the resale marketplace ~~Internet~~
14 ~~auction listing service~~; or

15 (iv) the ticket seller willfully fails to send
16 the ticket or tickets to the purchaser, or the
17 ticket seller attempted to deliver the ticket or
18 tickets to the purchaser in the manner required by
19 the resale marketplace ~~Internet auction listing~~
20 ~~service~~ and the purchaser failed to receive the
21 ticket or tickets; and

22 (C) standards of professional conduct;

23 (5) the operator has adopted an independent and
24 disinterested dispute resolution procedure that allows
25 resellers or purchasers to file complaints against the
26 other and have those complaints mediated or resolved by a

1 third party, and requires the resellers or purchasers to
2 submit to the jurisdiction of the State of Illinois for
3 complaints involving a ticketed event held in Illinois;

4 (6) the operator either:

5 (A) complies with all applicable requirements of
6 the Retailers' Occupation Tax Act and collects and
7 remits all applicable federal, State, and local taxes;
8 or

9 (B) publishes a written notice on the website
10 after the sale of one or more tickets that
11 automatically informs the ticket reseller of the
12 ticket reseller's potential legal obligation to pay
13 any applicable local amusement tax in connection with
14 the reseller's sale of tickets, and discloses to law
15 enforcement or other government tax officials, without
16 subpoena, the name, city, state, telephone number,
17 e-mail address, user ID history, fraud complaints, and
18 bidding and listing history of any specifically
19 identified reseller or purchaser upon the receipt of a
20 verified request from law enforcement or other
21 government tax officials relating to a criminal
22 investigation or alleged illegal activity; and

23 (7) the operator either:

24 (A) has established and maintains a consumer
25 protection rebate fund in Illinois in an amount in
26 excess of \$100,000, which must be cash available for

1 immediate disbursement for satisfaction of valid
2 consumer complaints; or

3 (B) has obtained and maintains in force an errors
4 and omissions insurance policy that provides at least
5 \$100,000 in coverage.

6 (d) This Act does not apply to the resale of tickets of
7 admission to a venue ~~sporting event, theater, musical~~
8 ~~performance, or place of public entertainment or amusement of~~
9 ~~any kind~~ for a price in excess of the printed box office ticket
10 price conducted at an auction solely by or for a
11 not-for-profit organization for charitable purposes under
12 clause (a) (1) of Section 10-1 of the Auction License Act.

13 (e) (Blank). ~~This Act does not apply to the resale of a~~
14 ~~ticket for admission to a baseball game, football game, hockey~~
15 ~~game, theatre entertainment, or any other amusement for a~~
16 ~~price more than the price printed on the face of the ticket and~~
17 ~~for more than the price of the ticket at the box office if the~~
18 ~~resale is made through an Internet website whose operator~~
19 ~~meets the following requirements:~~

20 ~~(1) the operator has a business presence and physical~~
21 ~~street address in the State of Illinois and clearly and~~
22 ~~conspicuously posts that address on the website;~~

23 ~~(2) the operator maintains a listing of the names of~~
24 ~~the operator's directors and officers, and is duly~~
25 ~~registered with the Office of the Secretary of State on a~~
26 ~~registration form provided by that Office;~~

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

6 ~~(4) the operator maintains a toll free number~~
7 ~~specifically dedicated for consumer complaints and~~
8 ~~inquiries regarding ticket resales made through the~~
9 ~~website;~~

10 ~~(5) the operator either:~~

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

16 ~~(B) has obtained and maintains in force an errors~~
17 ~~and omissions policy of insurance in the minimum~~
18 ~~amount of \$100,000 for the satisfaction of valid~~
19 ~~consumer complaints;~~

20 ~~(6) the operator has adopted an independent and~~
21 ~~disinterested dispute resolution procedure that allows~~
22 ~~resellers or purchasers to file complaints against the~~
23 ~~other and have those complaints mediated or resolved by a~~
24 ~~third party, and requires the resellers or purchasers to~~
25 ~~submit to the jurisdiction of the State of Illinois for~~
26 ~~complaints involving a ticketed event held in Illinois;~~

1 ~~(7) the operator either:~~

2 ~~(A) complies with all applicable requirements of~~
3 ~~the Retailers' Occupation Tax Act and collects and~~
4 ~~remits all applicable federal, State, and local taxes;~~
5 ~~or~~

6 ~~(B) publishes a written notice on the website~~
7 ~~after the sale of one or more tickets that~~
8 ~~automatically informs the ticket reseller of the~~
9 ~~ticket reseller's potential legal obligation to pay~~
10 ~~any applicable local amusement tax in connection with~~
11 ~~the reseller's sale of tickets, and discloses to law~~
12 ~~enforcement or other government tax officials, without~~
13 ~~subpoena, the name, city, state, telephone number,~~
14 ~~e-mail address, user ID history, fraud complaints, and~~
15 ~~bidding and listing history of any specifically~~
16 ~~identified reseller or purchaser upon the receipt of a~~
17 ~~verified request from law enforcement or other~~
18 ~~government tax officials relating to a criminal~~
19 ~~investigation or alleged illegal activity; and~~

20 ~~(8) the operator guarantees to all purchasers that it~~
21 ~~will provide and in fact provides a full refund of the~~
22 ~~amount paid by the purchaser (including, but not limited~~
23 ~~to, all fees, regardless of how characterized) if any of~~
24 ~~the following occurs:~~

25 ~~(A) the ticketed event is cancelled and the~~
26 ~~purchaser returns the tickets to the website operator;~~

1 ~~however, reasonable delivery fees need not be refunded~~
2 ~~if the previously disclosed guarantee specifies that~~
3 ~~the fees will not be refunded if the event is~~
4 ~~cancelled;~~

5 ~~(B) the ticket received by the purchaser does not~~
6 ~~allow the purchaser to enter the ticketed event for~~
7 ~~reasons that may include, without limitation, that the~~
8 ~~ticket is counterfeit or that the ticket has been~~
9 ~~cancelled by the issuer due to non payment, unless the~~
10 ~~ticket is cancelled due to an act or omission by the~~
11 ~~purchaser;~~

12 ~~(C) the ticket fails to conform to its description~~
13 ~~on the website; or~~

14 ~~(D) the ticket seller willfully fails to send the~~
15 ~~ticket or tickets to the purchaser, or the ticket~~
16 ~~seller attempted to deliver the ticket or tickets to~~
17 ~~the purchaser in the manner required by the website~~
18 ~~operator and the purchaser failed to receive the~~
19 ~~ticket or tickets.~~

20 ~~Nothing in this subsection (e) shall be deemed to imply~~
21 ~~any limitation on ticket sales made in accordance with~~
22 ~~subsections (b), (c), and (d) of this Section or any~~
23 ~~limitation on sales made in accordance with Section 4.~~

24 (f) The provisions of subsections (b), (c), (d), ~~and (e)~~
25 of this Section apply only to the resale of a ticket after the
26 initial sale of that ticket. No reseller of a ticket may refuse

1 to sell tickets to another ticket reseller solely on the basis
2 that the purchaser is a ticket reseller or ticket broker
3 authorized to resell tickets pursuant to this Act.

4 (f-5) In addition to the requirements imposed under
5 subsections (b), (c), (d), ~~(e)~~, and (f) of this Section,
6 ticket brokers and resellers must comply with the requirements
7 of this subsection. Before accepting any payment from a
8 purchaser, a ticket broker or reseller must disclose to the
9 purchaser in a clear, conspicuous, and readily noticeable
10 manner the following information:

- 11 (1) the registered name and city of the ~~event~~ venue;
- 12 (2) that the ticket broker or reseller is not the
13 event venue box office or its licensed ticket agent, but
14 is, instead, a ticket broker or reseller and that lost or
15 stolen tickets may be reissued only by ticket brokers or
16 resellers;
- 17 (3) whether it is registered under this Act; and
- 18 (4) its refund policy, name, and contact information.

19 Before selling and accepting payment for a ticket, a
20 ticket broker or reseller must require the purchaser to
21 acknowledge by an affirmative act the disclosures required
22 under this subsection. The disclosures required by this
23 subsection must be made in a clear and conspicuous manner,
24 appear together, and be preceded by the heading "IMPORTANT
25 NOTICE" which must be in bold face font that is larger than the
26 font size of the required disclosures.

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

4 (1) the ticket received by the purchaser does not
5 grant the purchaser admission to the event described on
6 the ticket, unless it is due to an act or omission by the
7 purchaser;

8 (2) the ticket fails to conform substantially to its
9 description as advertised; or

10 (3) with the exception of events canceled under
11 circumstances listed in subsection (b) of Section 1.7, the
12 event for which the ticket has been resold is cancelled
13 and not rescheduled.

14 This subsection (f-5) does not apply to a resale
15 marketplace ~~an Internet auction listing service.~~

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

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

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

22 (815 ILCS 414/1.7 new)

23 Sec. 1.7. Refund alternative; primary sellers and resale
24 marketplaces.

25 (a) This Section applies to primary sellers and resale

1 marketplaces.

2 (b) If a ticketed event is canceled by reason of any act of
3 God, earthquake, epidemic, pandemic, explosion, strike,
4 lockout, labor controversy, riot, civil disturbance, act of
5 public enemy, embargo, war, any law, ordinance or regulation,
6 legal order, any failure or delay of any transportation,
7 power, or communications system, or any other similar cause
8 not under the control of the primary seller or resale
9 marketplace, any ticket sales refunding requirement set forth
10 in other provisions of this Act do not apply and the following
11 shall occur:

12 (1) within 30 days after the official cancellation of
13 such ticketed event, the primary seller shall initiate a
14 14-day window for the purchaser to opt for a full cash
15 refund (such refund to be paid by the primary seller
16 within 5 business days after the election) or a gift card
17 or other store credit worth at least 110% of the value of
18 the ticket (including, but not limited to, all fees,
19 regardless of how characterized) that may be used by the
20 purchaser to buy event tickets to future events from the
21 primary seller; after such 14-day period, the option will
22 revert to the primary seller and the primary seller, at
23 its sole option, may compensate purchasers either in the
24 form of a full cash refund or a gift card or other store
25 credit; and

26 (2) within 30 days after the official cancellation of

1 such ticketed event by the primary seller, each impacted
2 resale marketplace shall initiate a 14-day window for the
3 purchaser to opt for a full cash refund (such refund to be
4 paid by the resale marketplace within 30 days the
5 election) or a gift card or other store credit worth at
6 least 110% of the value of the ticket (including, but not
7 limited to, all fees, regardless of how characterized)
8 that may be used by the purchaser to buy event tickets to
9 future events from such resale marketplace; after such
10 14-day period, the option will revert to the resale
11 marketplace and the resale marketplace, at its sole
12 option, may compensate purchasers either in the form of a
13 full cash refund or a gift card or other store credit.

14 (c) If a ticketed event is postponed by reason of any act
15 of God, earthquake, epidemic, pandemic, explosion, strike,
16 lockout, labor controversy, riot, civil disturbance, act of
17 public enemy, embargo, war, any law, ordinance or regulation,
18 legal order, any failure or delay of any transportation,
19 power, or communications system or any other similar cause not
20 under the control of the primary seller or resale marketplace
21 and the original tickets are valid for entry at the time of the
22 rescheduled event, then any purchaser of such tickets shall
23 not be entitled to a refund or other compensation unless and
24 until such ticketed event is canceled. Notwithstanding the
25 foregoing, if a postponed ticketed event is rescheduled by the
26 primary seller on a date that is more than 18 months after the

1 date that such event was originally scheduled to occur, then
2 the following shall occur:

3 (1) within 30 days after the date that the primary
4 seller announces a postponement of greater than 18 months
5 from the original date of performance of the ticketed
6 event (or, if no such announcement is made, within 30 days
7 after the date that is 18 months from the original date of
8 performance of the ticketed event), the primary seller
9 shall provide notice to the purchaser that the purchaser
10 has a 14-day window to opt for a full cash refund (such
11 refund to be paid by the primary seller within 5 business
12 days of the election) or a gift card or other store credit
13 worth at least 110% of the value of the ticket (including,
14 but not limited to, all fees, regardless of how
15 characterized) that may be used by the purchaser to buy
16 event tickets to future events from the primary seller;
17 after such 14-day period, the option will revert to the
18 primary seller and the primary seller, at its sole option,
19 may compensate purchasers either in the form of a full
20 cash refund or a gift card or other store credit; and

21 (2) within 30 days after the of the date that the
22 primary seller announces a postponement of greater than 18
23 months from the original date of performance of the ticket
24 event (or, if no such announcement is made, within 30 days
25 after the date that is 18 months after the original date of
26 performance of the ticketed event), each impacted resale

1 marketplace shall provide notice to the purchaser that the
2 purchaser has a 14-day window to opt for a full cash refund
3 (such refund to be paid by the resale marketplace within
4 30 days after the election) or a gift card or other store
5 credit worth at least 110% of the value of the ticket
6 (including, but not limited to, all fees, regardless of
7 how characterized) that may be used by the purchaser to
8 buy event tickets to future events from the resale
9 marketplace; after such 14-day period, the option will
10 revert to the resale marketplace and the resale
11 marketplace, at its sole option, may compensate purchasers
12 either in the form of a full cash refund or a gift card or
13 other store credit.

14 (d) For purposes of administering refunds under this Act
15 and protecting the personal privacy of those buyers who
16 purchase tickets from resale marketplaces, upon the resale of
17 a ticket from a reseller to a purchaser through a resale
18 marketplace, the resale purchaser shall become the owner of
19 that ticket as if such resale purchaser had bought directly
20 from the primary seller and, as between the primary seller and
21 the resale marketplace, the resale marketplace shall become
22 the agent of record for the purchaser of that ticket and any
23 refunds required under this Act shall be paid directly to the
24 resale marketplace by the primary seller. The resale
25 marketplace shall then distribute such refunds to its
26 purchasers in the manner required by this Act.

1 (e) Nothing in this Section shall prevent a primary seller
2 or resale marketplace from offering an immediate full cash
3 refund to a purchaser at any time if such primary seller or
4 resale marketplace opts to do so.

5 (815 ILCS 414/2) (was 720 ILCS 375/2)

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

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

1 ~~defined under Section 2 of the Charitable Games Act.~~

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

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