

Terms of Use

Effective [2024] | [Download PDF](#) | [Download Prior Version](#)

These Terms of Use (“Terms”) govern your use of Ticketmaster’s websites and applications—including (without limitation) ticketmaster.com.br — and to your purchase, possession, sale, acceptance, or use of any of our tickets, products, or services (our “Marketplace,” defined in [Section 1](#), below).

Our other policies—including our Purchase Policy and Privacy Policy (collectively “Other Policies”)—are also incorporated into these Terms.

NOTICE REGARDING FUTURE CHANGES TO TERMS: We may update these Terms and our Other Policies at any time, as detailed in Section 10, below.

By accessing or using the Marketplace, you agree to comply with and be bound by these Terms and our Other Policies, as applicable, and as they are updated from time to time. Please review them carefully. If you don’t agree, don’t use the Marketplace.

1. This is a Contract Between You and Us

These Terms are a legally binding agreement between you, the user (“you” or “your”) and us. We use the terms “us,” “we,” and “our” to collectively refer to Ticketmaster Brasil LTDA (“Ticketmaster”), a company registered in Brazil under company number 42.789.521/0001-10 , with its registered office at 401 Bacaetava Street, 7th floor, Vila Gertrudes, São Paulo-SP, 04.705-010 , and all of Ticketmaster’s parents, subsidiaries, representatives, affiliates, officers, directors, employees, and agents.

You and we are each a “party” and collectively we are the “parties” to the contract.

“Marketplace” refers to our websites—including (without limitation) ticketmaster.com.br—and to our tickets, products, and services.

2. Other Policies

In addition to these Terms, we have Other Policies that apply to your use of the Marketplace—specifically:

The Purchase Policy explains your rights and responsibilities when purchasing tickets and associated products and services. “Tickets” are tickets that are being sold by us on behalf of the people who put on the events – such as artists, venues, teams, fan clubs, promoters, record labels, and leagues (the “Event Organisers”), where Ticketmaster is the primary ticketing service provider.

The Privacy Policy explains how we handle the personal information that we process.

If these Terms conflict with any of the Other Policies, the terms of the Other Policy will govern with respect to that conflict. If these Terms or any of the Other Policies conflict with our website FAQs or informational microsites, these Terms and the Other Policies will govern.

In addition, we or our partners may offer certain sweepstakes, contests, games, or other promotions (collectively, “Promotions”) through the Marketplace. Those Promotions may have specific rules that are different from, or in addition to, these Terms and our Other Policies. By participating in a Promotion, you will become subject to those rules. Any such Promotion rules will control over any conflict with our Other Policies or these Terms.

3. Accounts

To access some of the services on the Marketplace, including to buy tickets or receive a Ticket Transfer, you must create an account.

Each account must be linked to a unique individual and contain up-to-date information that is accurate, complete, and verifiable. To activate your account, you must verify your e-mail address. You may not create multiple accounts. Your email address and CPF number can be linked to only one account. You may be required to validate your identity through a third party verification platform.

To be eligible for an account, you must be either (1) at least 18 years old and able to enter into legally binding contracts, or (2) at least 14 years old and authorised by your parent or legal guardian to create an account and use the Marketplace for the sole purpose of receiving tickets via Ticket Transfer. Your parent or legal guardian must accept the Terms on your behalf. **If you are a parent or legal guardian allowing your child to use the Marketplace, you are responsible for your child’s online conduct and use of the Marketplace. The Marketplace is not designed for use by children under the age of 14.**

Your account username and password are private. You are responsible for keeping your account information confidential and secure—don’t share it with others. You are solely responsible for all access to, use of, activity by, and purchases made using your account.

[Contact Us](#) right away through the “My Account” function if you think your password or account may have been compromised, or if you notice unauthorised use of your account.

You will have no ownership in your account or your username. You may not transfer or sell access to your account. We may refuse to register your account or cancel your account for any reason at any time. We reserve the right to delete accounts after periods of inactivity.

4. Our Content

The Marketplace, including (without limitation) all software, content, data, and other materials on the Marketplace (collectively, our “Content”), is owned by us and/or our licensors. The Marketplace and our Content is protected under copyright, trade mark, patent, and other intellectual property laws. You agree not to take any actions inconsistent with our ownership interests.

We grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Marketplace and view our Content, for personal use only, conditioned on your compliance with these Terms.

You may not use our trade marks, logos, and Content in any way without our prior written permission.

Our Marketplace may contain links to third-party websites, advertisements, products, services, content, data, or other materials (“Third-Party Content”). We don’t endorse or assume responsibility for any aspect of Third-Party Content. You agree that we have no liability for your use of or access to Third-Party Content and that you do so at your own risk.

Our Marketplace may also contain fan reviews or other content submitted by users (“User Content”). We are not responsible for any User Content, including (without limitation) any User Content that may be inaccurate, offensive, obscene, threatening, or harassing. If you submit any User Content, it remains yours and you are solely responsible for it. However—so that we can operate, promote, commercialise the Marketplace and provide you with our services—you grant us a limited, non-exclusive right to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, and archive your User Content, in our sole discretion.

We reserve the right to remove or modify User Content, or change the way it’s used on the Marketplace, for any reason. This includes User Content that we believe violates these Terms or any Other Policies.

5. Our Marketplace Code of Conduct

You agree that you will not do or attempt any of the following while using any portion of the Marketplace:

- Violate any applicable law or regulation.
- Submit any software or other materials that is malicious in nature or that may compromise the Marketplace’s security.
- Link to any portion of the digital public service other than the URL assigned to the home page.
- Frame or mirror, scrape, or crawl, any part of the Marketplace including (without limitation) any Content or create any tools or allow others to do the same.
- Modify, adapt, sub-licence, translate, sell, reverse engineer, decompile, or disassemble any portion of the Marketplace, including (without limitation) any tickets or underlying algorithms or barcodes used on or in the production of tickets, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content.
- Remove any copyright, trade mark, or other proprietary rights notices contained on the Marketplace.
- Take any action that may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, whether acting alone or in a group.
- Reproduce, modify, display, publicly perform, distribute, or create derivative works of the Marketplace or the Content, including (without limitation) any tickets, except as permitted by law for archival purposes.
- Use bot technology or automated purchasing software on the Marketplace.

- Circumvent any security measure, access control system, or other technological control or measure on the Marketplace.
- Use the Marketplace to collect information about other users or to send spam.
- Order more tickets than is allowed for a particular event.
- Use presale codes that were not sent to you by us.
- Manipulate any identifiers or disguise the origin of any interaction with the Marketplace.
- Conceal your identity or impersonate others, for example, by using multiple Internet Protocol addresses or multimedia communication to conduct transactions on the Marketplace.
- Prevent or inhibit the use of the Marketplace by others.
- Create duplicate accounts.
- Deep link to the Marketplace for any purpose, unless authorised in writing by us.
- Use the Marketplace for any commercial purpose or any purpose other than for personal use to review event and promotional information or to purchase tickets or merchandise for your personal use, unless otherwise authorised by us in writing.
- Engage in any behaviour that prevents another consumer from fair access to tickets.

These rules are not exhaustive, and we may modify them at any time. We have the right to take appropriate steps to enforce these rules (including, without limitation, suspending or terminating your account and revoking your tickets) to protect the integrity of our Marketplace. You may not be refunded for fees related to orders cancelled or tickets revoked due to your violation of our Code of Conduct.

6. Termination

You may request to close your account at any time by [contacting us](#). However, we are unable to close your account until all events for which you have purchased tickets have taken place.

We may terminate or suspend your account and/or your access to the Marketplace at any time, for any reason. In addition, if we have reason to believe that you violated these Terms or any of our Other Policies, we may, without us owing any liability to you: (1) prevent you from using the Marketplace or re-registering under a different name; (2) cancel any order or purchase acquired through your account; (3) refuse to honour pending and future purchases made from any account we believe may be associated with you; (4) cancel a ticket or ticket order associated with any person we believe to be acting with you; and/or (5) exercise any other remedy available to us under this agreement.

Further, if we terminate your account due to misuse of the Marketplace or breach of the Marketplace Code of Conduct, all licences granted to you under the Terms or our Other Policies will terminate automatically, and you may not be refunded for any fees related to any tickets that are cancelled.

All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by us or you—including (without limitation) Sections 4, 6, 7, 8, and 9. Termination will not limit any of our other rights or remedies at law or in equity.

7. Disclaimer of Warranties and Release

We offer our Marketplace “as is” and “as available,” without warranties (unless explicitly stated in our Other Policies). To the fullest extent permissible by law, we disclaim all warranties, express or implied, including (without limitation) any warranty of title, non-infringement, merchantability, fitness for a particular purpose, or warranties that may arise from course of dealing or course of performance or usage of trade.

We are not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

8. Limitation of Liability

These Terms limit our liabilities as allowed by applicable law; some limitations may not apply to you. But, to the maximum extent allowed by applicable law, these Terms do limit our liabilities:

- We are not liable for Event Organisers, suppliers, advertisers, and sponsors.
- We are not liable in any circumstances (1) where there is no breach of contract or a legal duty of care owed by us or the relevant Event Organiser, (2) where such loss or damage is not directly as a result of any such breach (save for death or personal injury resulting from our or an Event Organiser’s negligence), or (3) to the extent that any increase in any loss or damage results from your negligence or breach by you of any of these Terms or our Other Policies and/or any other applicable terms and conditions and/or any applicable laws or regulations.
- We are not liable for legal fees or for indirect, incidental, special, punitive, or consequential damages of any type, or for any loss of profits, revenue, goodwill, reputation or enjoyment, or for any distress whether arising directly or indirectly from your use of the Marketplace.

9. Indemnification

You agree to defend, indemnify, and hold us and our Event Organisers, suppliers, advertisers, and sponsors harmless from and against any and all claims, damages, losses arising from or related to (1) your misuse of the Marketplace and/or the Content, (2) your violation of the rights of any third-party, (3) your negligence or wilful misconduct, or (4) your violation of these Terms or any applicable law or regulation. We reserve the right to take exclusive control and defence of any claim, and you will cooperate fully with us in asserting any available defence.

10. General

We may update these Terms and our Other Policies from time to time to reflect changes in our Marketplace or how we do business, for legal, regulatory, or security reasons, to promote a safe and secure experience on our Marketplace, to prevent abuse of or harm to our Marketplace, or for other reasons. If we revise these Terms, we will update the “Effective” date at the top. Any changes we make will be effective immediately upon posting. Once the updated Terms are in effect, by continuing to use the Marketplace after that date, you agree to the changes.

These Terms, and licences or rights granted herein, may be assigned by us but may not be assigned by you without our prior express written consent.

If you don’t comply with these Terms or Other Policies, including (without limitation) the Purchase Policy and we don’t act right away, we don’t waive any rights to take action now or in the future.

Section headings are used for reference and convenience only and are not legally binding.

11. Severability

If any part of these Terms is not valid or enforceable, then that provision shall be deemed severable, meaning it will not affect the validity or enforceability of any remaining provisions.

12. Disputes

Any disputes arising out of or in connection with your use of the Marketplace will be subject to the jurisdiction of the courts of São Paulo. Nothing in these Terms affects or restricts your statutory rights, your right to make a complaint to Trading Standards or another appropriate regulatory authority, or your right to pursue court proceedings or other forms of dispute resolution.

However, if any dispute arises, we shall use reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable resolution satisfactory to you, us and any relevant Event Organiser.

13. Questions

If you have questions about these Terms, please [contact us](#). If your query pertains to a purchase, please include any order reference numbers.

We don’t tolerate aggressive or abusive behaviour towards our staff or representatives, or unreasonable demands or persistence (including any threat, abuse or harassment towards our staff or representatives in any form or through any media). We reserve the right to take action we deem reasonably necessary in the circumstances to address any such behaviour towards our staff or representatives.