UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2021
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File Number 001-32601

LIVE NATION ENTERTAINMENT, INC.
(Exact name of registrant as specified in its charter)

Delaware	**20-3247759**
(State of Incorporation)	**(I.R.S. Employer Identification No.)**

9348 Civic Center Drive
Beverly Hills, CA 90210
(Address of principal executive offices, including zip code)
(310) 867-7000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $.01 Par Value Per Share	LYV	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

On July 27, 2021, there were 218,990,083 outstanding shares of the registrant's common stock, $0.01 par value per share, including 2,996,862 shares of unvested restricted and deferred stock awards and excluding 408,024 shares held in treasury.

LIVE NATION ENTERTAINMENT, INC.
INDEX TO FORM 10-Q

GLOSSARY OF KEY TERMS

AOCI	Accumulated other comprehensive income (loss)
AOI	Adjusted operating income (loss)
FASB	Financial Accounting Standards Board
GAAP	United States Generally Accepted Accounting Principles
Live Nation	Live Nation Entertainment, Inc. and subsidiaries
LNE	Live Nation Entertainment, Inc.
SEC	United States Securities and Exchange Commission
Ticketmaster	Our ticketing business

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

LIVE NATION ENTERTAINMENT, INC.

CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

	June 30, 2021	December 31, 2020
	(in thousands)	
ASSETS		
Current assets		
Cash and cash equivalents	$ 4,042,619	$ 2,537,787
Accounts receivable, less allowance of $52,767 and $72,904, respectively	646,705	486,734
Prepaid expenses	678,375	577,130
Restricted cash	5,018	8,652
Other current assets	50,534	39,465
Total current assets	5,423,251	3,649,768
Property, plant and equipment, net	1,046,478	1,101,414
Operating lease assets	1,385,184	1,424,223
Intangible assets		
Definite-lived intangible assets, net	777,502	855,600
Indefinite-lived intangible assets	369,100	369,058
Goodwill	2,122,704	2,129,203
Long-term advances	657,907	668,756
Other long-term assets	463,530	391,281
Total assets	$ 12,245,656	$ 10,589,303
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable, client accounts	$ 1,304,805	$ 744,096
Accounts payable	90,360	86,356
Accrued expenses	916,161	894,149
Deferred revenue	2,648,540	1,839,323
Current portion of long-term debt, net	46,481	53,415
Current portion of operating lease liabilities	113,576	107,147
Other current liabilities	45,377	72,083
Total current liabilities	5,165,300	3,796,569
Long-term debt, net	5,295,207	4,855,096
Long-term operating lease liabilities	1,429,303	1,445,674
Long-term deferred income taxes	173,971	170,759
Other long-term liabilities	510,711	182,508
Commitments and contingent liabilities		
Redeemable noncontrolling interests	250,767	272,449
Stockholders' equity		
Common stock	2,164	2,145
Additional paid-in capital	2,433,462	2,386,790
Accumulated deficit	(3,179,691)	(2,676,833)
Cost of shares held in treasury	(6,865)	(6,865)
Accumulated other comprehensive loss	(161,832)	(177,009)
Total Live Nation stockholders' equity	(912,762)	(471,772)
Noncontrolling interests	333,159	338,020
Total equity	(579,603)	(133,752)
Total liabilities and equity	$ 12,245,656	$ 10,589,303

See Notes to Consolidated Financial Statements

LIVE NATION ENTERTAINMENT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands except share and per share data)			
Revenue	$ 575,946	$ 74,084	$ 866,555	$ 1,439,777
Operating expenses:				
Direct operating expenses	243,120	194,557	377,086	1,068,377
Selling, general and administrative expenses	328,894	323,352	651,747	837,373
Depreciation and amortization	103,647	122,767	212,523	244,847
Loss (gain) on disposal of operating assets	(28)	559	110	689
Corporate expenses	27,598	20,916	55,546	49,228
Operating loss	(127,285)	(588,067)	(430,457)	(760,737)
Interest expense	68,909	52,689	139,739	96,688
Interest income	(1,471)	(2,429)	(2,620)	(6,902)
Equity in losses of nonconsolidated affiliates	2,998	6,613	2,417	4,041
Loss (gain) from sale of investments in nonconsolidated affiliates	993	35	(52,947)	35
Other expense (income), net	9,461	(5,208)	7,462	(580)
Loss before income taxes	(208,175)	(639,767)	(524,508)	(854,019)
Income tax expense (benefit)	2,285	(29,183)	8,674	(32,513)
Net loss	(210,460)	(610,584)	(533,182)	(821,506)
Net loss attributable to noncontrolling interests	(14,795)	(43,067)	(30,324)	(69,205)
Net loss attributable to common stockholders of Live Nation	$ (195,665)	$ (567,517)	$ (502,858)	$ (752,301)
Basic and diluted net loss per common share available to common stockholders of Live Nation	$ (0.90)	$ (2.67)	$ (2.34)	$ (3.62)
Weighted average common shares outstanding:				
Basic and diluted	215,702,508	211,693,923	215,120,467	211,371,109
Reconciliation to net loss available to common stockholders of Live Nation:				
Net loss attributable to common stockholders of Live Nation	$ (195,665)	$ (567,517)	$ (502,858)	$ (752,301)
Accretion of redeemable noncontrolling interests	951	1,595	35	(12,945)
Basic and diluted net loss available to common stockholders of Live Nation	$ (194,714)	$ (565,922)	$ (502,823)	$ (765,246)

See Notes to Consolidated Financial Statements

LIVE NATION ENTERTAINMENT, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands)			
Net loss	$ (210,460)	$ (610,584)	$ (533,182)	$ (821,506)
Other comprehensive income (loss), net of tax:				
Unrealized gain (loss) on cash flow hedge	(5,788)	(5,765)	9,308	(36,596)
Realized loss on cash flow hedge	1,946	1,353	3,862	1,353
Foreign currency translation adjustments	15,226	19,933	2,007	(62,849)
Comprehensive loss	(199,076)	(595,063)	(518,005)	(919,598)
Comprehensive loss attributable to noncontrolling interests	(14,795)	(43,067)	(30,324)	(69,205)
Comprehensive loss attributable to common stockholders of Live Nation	$ (184,281)	$ (551,996)	$ (487,681)	$ (850,393)

See Notes to Consolidated Financial Statements

LIVE NATION ENTERTAINMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)

	Live Nation Stockholders' Equity								
	Common Shares Issued	**Common Stock**	**Additional Paid-In Capital**	**Accumulated Deficit**	**Cost of Shares Held in Treasury**	**Accumulated Other Comprehensive Loss**	**Noncontrolling Interests**	**Total Equity**	**Redeemable Noncontrolling Interests**
				(in thousands, except share data)					*(in thousands)*
Balances at March 31, 2021	216,027,546	$ 2,160	$ 2,431,387	$ (2,984,026)	$ (6,865)	$ (173,216)	$ 336,446	$ (394,114)	$ 264,384
Non-cash and stock-based compensation	—	—	12,830	—	—	—	—	12,830	—
Common stock issued under stock plans, net of shares withheld for employee taxes	95,264	2	(121)	—	—	—	—	(119)	—
Exercise of stock options, net of shares withheld for option cost and employee taxes	265,667	2	(15,860)	—	—	—	—	(15,858)	—
Acquisitions	—	—	—	—	—	—	—	—	598
Divestitures	—	—	—	—	—	—	—	—	—
Purchases of noncontrolling interests	—	—	4,275	—	—	—	(2,577)	1,698	(1,698)
Redeemable noncontrolling interests fair value adjustments	—	—	951	—	—	—	—	951	(951)
Contributions received	—	—	—	—	—	—	13,471	13,471	95
Cash distributions	—	—	—	—	—	—	(8,034)	(8,034)	(892)
Other	—	—	—	—	—	—	(2,121)	(2,121)	—
Comprehensive loss:									
Net loss	—	—	—	(195,665)	—	—	(4,026)	(199,691)	(10,769)
Unrealized loss on cash flow hedge	—	—	—	—	—	(5,788)	—	(5,788)	—
Realized loss on cash flow hedge	—	—	—	—	—	1,946	—	1,946	—
Foreign currency translation adjustments	—	—	—	—	—	15,226	—	15,226	—
Balances at June 30, 2021	216,388,477	$ 2,164	$ 2,433,462	$ (3,179,691)	$ (6,865)	$ (161,832)	$ 333,159	$ (579,603)	$ 250,767

See Notes to Consolidated Financial Statements

	Live Nation Stockholders' Equity									
	Common Shares Issued	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Cost of Shares Held in Treasury	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity		Redeemable Noncontrolling Interests
				(in thousands, except share data)						*(in thousands)*
Balances at December 31, 2020	214,466,988	$ 2,145	$ 2,386,790	$ (2,676,833)	$ (6,865)	$ (177,009)	$ 338,020	$ (133,752)		$ 272,449
Non-cash and stock-based compensation	—	—	52,847	—	—	—	—	52,847		—
Common stock issued under stock plans, net of shares withheld for employee taxes	661,549	7	(20,070)	—	—	—	—	(20,063)		—
Exercise of stock options, net of shares withheld for option cost and employee taxes	1,259,940	12	9,924	—	—	—	—	9,936		—
Acquisitions	—	—	—	—	—	—	—	—		598
Divestitures	—	—	—	—	—	—	—	—		—
Purchases of noncontrolling interests	—	—	3,775	—	—	—	(2,577)	1,198		(1,698)
Sales of noncontrolling interests	—	—	161	—	—	—	8,868	9,029		—
Redeemable noncontrolling interests fair value adjustments	—	—	35	—	—	—	—	35		(35)
Contributions received	—	—	—	—	—	—	15,193	15,193		95
Cash distributions	—	—	—	—	—	—	(12,511)	(12,511)		(2,031)
Other	—	—	—	—	—	—	(2,121)	(2,121)		—
Comprehensive loss:										
Net loss	—	—	—	(502,858)	—	—	(11,713)	(514,571)		(18,611)
Unrealized gain on cash flow hedge	—	—	—	—	—	9,308	—	9,308		—
Realized loss on cash flow hedge	—	—	—	—	—	3,862	—	3,862		—
Foreign currency translation adjustments	—	—	—	—	—	2,007	—	2,007		—
Balances at June 30, 2021	216,388,477	$ 2,164	$ 2,433,462	$ (3,179,691)	$ (6,865)	$ (161,832)	$ 333,159	$ (579,603)		$ 250,767

See Notes to Consolidated Financial Statements

	Live Nation Stockholders' Equity								
	Common Shares Issued	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Cost of Shares Held in Treasury	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity	Redeemable Noncontrolling Interests
				(in thousands, except share data)					(in thousands)
Balances at March 31, 2020	211,834,739	$ 2,118	$ 2,260,509	$ (1,137,082)	$ (6,865)	$ (259,326)	$ 371,478	$ 1,230,832	$ 443,606
Non-cash and stock-based compensation	—	—	38,538	—	—	—	—	38,538	—
Common stock issued under stock plans, net of shares withheld for employee taxes	79,079	1	(217)	—	—	—	—	(216)	—
Exercise of stock options, net of shares withheld for option cost and employee taxes	609,329	6	(4,734)	—	—	—	—	(4,728)	—
Fair value of convertible debt conversion feature, net of issuance cost	—	—	17	—	—	—	—	17	—
Acquisitions	—	—	—	—	—	—	4,157	4,157	751
Divestitures	—	—	—	—	—	—	593	593	—
Purchases of noncontrolling interests	—	—	(454)	—	—	—	—	(454)	(89,779)
Redeemable noncontrolling interests fair value adjustments	—	—	1,595	—	—	—	—	1,595	(1,595)
Contributions received	—	—	—	—	—	—	1,391	1,391	—
Cash distributions	—	—	—	—	—	—	(7,915)	(7,915)	(3,287)
Other	—	—	(185)	—	—	—	(501)	(686)	1
Comprehensive loss:									
Net loss	—	—	—	(567,517)	—	—	(27,598)	(595,115)	(15,469)
Unrealized loss on cash flow hedge	—	—	—	—	—	(5,765)	—	(5,765)	—
Realized loss on cash flow hedge	—	—	—	—	—	1,353	—	1,353	—
Foreign currency translation adjustments	—	—	—	—	—	19,933	—	19,933	—
Balances at June 30, 2020	212,523,147	$ 2,125	$ 2,295,069	$ (1,704,599)	$ (6,865)	$ (243,805)	$ 341,605	$ 683,530	$ 334,228

See Notes to Consolidated Financial Statements

	Live Nation Stockholders' Equity								
	Common Shares Issued	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Cost of Shares Held in Treasury	Accumulated Other Comprehensive Income	Noncontrolling Interests	Total Equity	Redeemable Noncontrolling Interests
				(in thousands, except share data)					*(in thousands)*
Balances at December 31, 2019	211,262,062	$ 2,113	$ 2,245,619	$ (949,334)	$ (6,865)	$ (145,713)	$ 318,134	$ 1,463,954	$ 449,498
Cumulative effect of change in accounting principle	—	—	—	(2,964)	—	—	—	(2,964)	—
Non-cash and stock-based compensation	—	—	50,270	—	—	—	—	50,270	—
Common stock issued under stock plans, net of shares withheld for employee taxes	341,249	3	(7,665)	—	—	—	—	(7,662)	—
Exercise of stock options, net of shares withheld for option cost and employee taxes	919,836	9	1,719	—	—	—	—	1,728	—
Fair value of convertible debt conversion feature, net of issuance cost	—	—	33,347	—	—	—	—	33,347	—
Acquisitions	—	—	—	—	—	—	35,322	35,322	11,899
Divestitures	—	—	—	—	—	—	593	593	—
Purchases of noncontrolling interests	—	—	(6,939)	—	—	—	(1,032)	(7,971)	(96,190)
Sales of noncontrolling interests	—	—	(8,161)	—	—	—	39,161	31,000	—
Redeemable noncontrolling interests fair value adjustments	—	—	(12,945)	—	—	—	—	(12,945)	12,945
Contributions received	—	—	—	—	—	—	1,467	1,467	—
Cash distributions	—	—	—	—	—	—	(12,683)	(12,683)	(13,632)
Other	—	—	(176)	—	—	—	(445)	(621)	1
Comprehensive loss:									
Net loss	—	—	—	(752,301)	—	—	(38,912)	(791,213)	(30,293)
Unrealized loss on cash flow hedge	—	—	—	—	—	(36,596)	—	(36,596)	—
Realized loss on cash flow hedge	—	—	—	—	—	1,353	—	1,353	
Foreign currency translation adjustments	—	—	—	—	—	(62,849)	—	(62,849)	—
Balances at June 30, 2020	212,523,147	$ 2,125	$ 2,295,069	$ (1,704,599)	$ (6,865)	$ (243,805)	$ 341,605	$ 683,530	$ 334,228

See Notes to Consolidated Financial Statements

LIVE NATION ENTERTAINMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
	(in thousands)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (533,182)	$ (821,506)
Reconciling items:		
Depreciation	111,864	122,825
Amortization	100,457	122,022
Amortization of non-recoupable ticketing contract advances	28,728	32,126
Deferred income tax expense (benefit)	6,149	(12,316)
Amortization of debt issuance costs and discounts	18,373	14,856
Non-cash compensation expense	52,847	50,270
Unrealized changes in fair value of contingent consideration	(8,040)	(24,789)
Provision for uncollectible accounts receivable	(16,563)	25,764
Loss (gain) on sale of investments in nonconsolidated affiliates	(52,947)	35
Other, net	13,700	(2,644)
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:		
Decrease (increase) in accounts receivable	(143,343)	363,079
Increase in prepaid expenses and other assets	(102,554)	(50,493)
Increase (decrease) in accounts payable, accrued expenses and other liabilities	518,810	(807,552)
Increase in deferred revenue	1,175,690	597,963
Net cash provided by (used in) operating activities	1,169,989	(390,360)
CASH FLOWS FROM INVESTING ACTIVITIES		
Advances of notes receivable	(12,830)	(11,457)
Collections of notes receivable	10,618	12,782
Investments made in nonconsolidated affiliates	(33,729)	(8,150)
Purchases of property, plant and equipment	(58,066)	(142,509)
Cash paid for acquisitions, net of cash acquired	(7,627)	(37,471)
Purchases of intangible assets	(11,191)	(5,594)
Proceeds from sale of investments in nonconsolidated affiliates	61,618	105
Other, net	912	1,653
Net cash used in investing activities	(50,295)	(190,641)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long-term debt, net of debt issuance costs	511,068	1,602,097
Payments on long-term debt	(85,125)	(11,087)
Contributions from noncontrolling interests	15,288	1,467
Distributions to noncontrolling interests	(14,542)	(26,315)
Purchases and sales of noncontrolling interests, net	(3,273)	(88,191)
Proceeds from exercise of stock options	28,083	11,406
Taxes paid for net share settlement of equity awards	(38,209)	(17,339)
Payments for deferred and contingent consideration	(11,926)	(9,940)
Other, net	105	—
Net cash provided by financing activities	401,469	1,462,098
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(19,965)	(54,974)
Net increase in cash, cash equivalents, and restricted cash	1,501,198	826,123
Cash, cash equivalents and restricted cash at beginning of period	2,546,439	2,474,242
Cash, cash equivalents and restricted cash at end of period	$ 4,047,637	$ 3,300,365

See Notes to Consolidated Financial Statements

LIVE NATION ENTERTAINMENT, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1—BASIS OF PRESENTATION AND OTHER INFORMATION

Preparation of Interim Financial Statements

The accompanying unaudited consolidated financial statements have been prepared in accordance with GAAP for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X issued by the SEC. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, they include all normal and recurring accruals and adjustments necessary to present fairly the results of the interim periods shown. The financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2020 Annual Report on Form 10-K filed with the SEC on March 1, 2021.

Seasonality

Our Concerts and Sponsorship & Advertising segments typically experience higher revenue and operating income in the second and third quarters as our outdoor venues and festivals are primarily used in or occur from May through October. In addition, the timing of when tickets are sold and the tours of top-grossing acts can impact comparability of quarterly results year over year, although annual results may not be impacted. Our Ticketing segment revenue is impacted by fluctuations in the availability of events for sale to the public, which vary depending upon scheduling by our clients.

Cash flows from our Concerts segment typically have a slightly different seasonality as payments are often made for artist performance fees and production costs for tours in advance of the date the related event tickets go on sale. These artist fees and production costs are expensed when the event occurs. Once tickets for an event go on sale, we generally begin to receive payments from ticket sales at our owned or operated venues and festivals in advance of when the event occurs. We record these ticket sales as revenue when the event occurs. Our seasonality also results in higher balances in cash and cash equivalents, accounts receivable, prepaid expenses, accrued expenses and deferred revenue at different times in the year.

Due to the unprecedented global stoppage of our concert and other events beginning in mid-March 2020 resulting from the global COVID-19 pandemic, we did not experience our typical seasonality trends in 2020 and do not expect 2021 will follow our typical seasonality trends.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include all highly liquid investments with an original maturity of three months or less. Our cash and cash equivalents include domestic and foreign bank accounts as well as interest-bearing accounts consisting primarily of bank deposits and money market accounts managed by third-party financial institutions. These balances are stated at cost, which approximates fair value.

Included in the June 30, 2021 and December 31, 2020 cash and cash equivalents balance is $1.1 billion and $673.5 million, respectively, of cash received that includes the face value of tickets sold on behalf of ticketing clients and their share of service charges ("client cash"), which amounts are to be remitted to these clients. We generally do not utilize client cash for our own financing or investing activities as the amounts are payable to our clients on a regular basis. These amounts are included in accounts payable, client accounts.

Restricted cash primarily consists of cash held in escrow accounts to fund capital improvements of certain leased or operated venues. The cash is held in these accounts pursuant to the related lease or operating agreement.

Nonconsolidated Affiliates

In general, nonconsolidated investments in which we own more than 20% of the common stock or otherwise exercise significant influence over an affiliate are accounted for under the equity method. We review the value of equity method investments and record impairment charges in the statements of operations for any decline in value that is determined to be other-than-temporary. If we obtain control of a nonconsolidated affiliate through the purchase of additional ownership interest or changes in the governing agreements, we remeasure our investment to fair value first and then apply the accounting guidance for business combinations. Any gain or loss resulting from the remeasurement to fair value is recorded as a component of other expense (income), net in the statements of operations. At June 30, 2021 and December 31, 2020, we had investments in nonconsolidated affiliates of $208.1 million and $170.5 million, respectively, included in other long-term assets on our consolidated balance sheets.

Income Taxes

Each reporting period, we evaluate the realizability of our deferred tax assets in each tax jurisdiction. As of June 30, 2021, we continued to maintain a full valuation allowance against our net deferred tax assets in certain jurisdictions due to cumulative pre-tax losses. As a result of the valuation allowances, no tax benefits have been recognized for losses incurred, if any, in those tax jurisdictions for the first six months of 2021 and 2020.

Accounting Pronouncements - Not Yet Adopted

In August 2020, the FASB issued guidance that simplifies the accounting for convertible instruments and its application of the derivatives scope exception for contracts in an entity's own equity. The new guidance reduces the number of accounting models that require separating embedded conversion features from convertible instruments. As a result, only conversion features accounted for under the substantial premium model and those that require bifurcation will be accounted for separately. For contracts in an entity's own equity, the new guidance eliminates some of the current requirements for equity classification. The guidance also addresses how convertible instruments are accounted for in the diluted earnings per share calculation and requires enhanced disclosures about the terms of convertible instruments and contracts in an entity's own equity. The guidance is effective for annual periods beginning after December 15, 2021 and interim periods within that year. Early adoption is permitted for annual periods beginning after December 15, 2020 and interim periods within that year. The guidance should be applied using either a modified retrospective method or a full retrospective method. We will adopt this guidance on January 1, 2022, and are currently assessing which implementation method we will apply and the impact that adoption will have on our financial position and results of operations.

NOTE 2—IMPACT OF THE GLOBAL COVID-19 PANDEMIC

The unprecedented and rapid spread of COVID-19 and the related government restrictions and social distancing measures implemented throughout the world have significantly impacted our business. Beginning in March 2020, large public events were cancelled, governmental authorities began imposing restrictions on non-essential activities, and businesses suspended activities around the world. As the impact of the global COVID-19 pandemic became clearer, we ceased all Live Nation tours and closed our venues in mid-March 2020 to support global efforts at social distancing and mitigating the virus, and to comply with restrictions put in place by various governmental entities, which has had a materially negative impact on our revenue and financial position. We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter.

Operating Results

Our second quarter and six month results were materially impacted by these necessary actions when compared to periods prior to the global COVID-19 pandemic. Our overall revenue for the quarter increased by $501.9 million to $575.9 million and for the six months decreased by $573.2 million to $866.6 million as compared to the same period of the prior year. The revenue increase during the quarter was primarily in our Ticketing and Concerts segments as a result of more events going on sale and occurring globally, along with lower refunds, during the second quarter of 2021 as compared to the same period of the prior year. The decrease in revenue during the first six months of 2021 was primarily in our Concerts segment largely due to normal pre-pandemic operations from January through mid-March of 2020 compared to a full shut-down for the first quarter of 2021. The revenue recognized in our Concerts segment in 2020 included the results of the shows that occurred prior to the stoppage of events in mid-March. We had a limited number of shows in the first six months of 2021, largely in Australia, New Zealand and the United States.

The event-related deferred revenue for our Concerts segment, which is reported as part of deferred revenue on our consolidated balance sheets, includes the face value and Concerts' share of service charges for all tickets sold by June 30, 2021 for shows expected to occur in the next 12 months. Any refunds committed to for shows cancelled or rescheduled during the first six months of 2021 have either been returned to fans or are reflected in accrued expenses on the consolidated balance sheets. In addition, we have recorded an estimate of $40 million in Concerts for refunds that may occur in the future for shows we believe may be cancelled or rescheduled based on the data available on refunds resulting from the global shutdown of our live events. This estimate only impacts our financial position as a reclassification from deferred revenue to accrued expenses. We expect that the majority of our shows postponed due to the pandemic will be rescheduled. Event-related deferred revenue for tickets sold for shows expected to occur after June 30, 2022 totaled $380.7 million and is reflected in other long-term liabilities on our consolidated balance sheets.

The revenue recognized in our Ticketing segment during the first six months of 2021 includes our share of ticket service charges for tickets sold during the period for third-party clients and for shows that occurred in the period for our Concerts segment where our promoters control the ticketing. Revenue has been reduced for any shows that were cancelled and for refunds requested on rescheduled shows up to the time of the filing of these consolidated financial statements, and funds have either been returned to the customer or are reflected in accrued expenses on the consolidated balance sheets. Our ticketing clients determine if shows will be rescheduled or cancelled and what the refund policy will be for those shows. We have not recorded an estimate for refunds that may occur in the future since our clients, not Ticketmaster, determine when shows are cancelled or rescheduled and we have a limited amount of historical data of refunds resulting from a global shutdown of live events on which to reliably determine an estimate.

For events that are cancelled, our standard policy is to refund the fans within 30 days, subject to regulations in various markets and in some cases at the discretion of our venue or event organizer clients. Our ticket refund policies for rescheduled shows vary by ticketing client and country. In multiple international markets, including Germany, Italy and Belgium, governmental regulations which allow for the issuance of vouchers in place of cash refunds for rescheduled shows, and in some cases for cancelled shows, have been put in place in response to the global COVID-19 pandemic. The volume and pace of cash refunds has had and may continue to have a material negative effect on our liquidity and capital resources.

The length and severity of the reduction in live events due to the pandemic is uncertain and; accordingly, we currently expect the negative impact to continue in 2021. The exact timing and pace of the recovery is uncertain given the significant impact of the pandemic and the uncertainty on the timing of the rollout of vaccines on the United States and global economies. We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter. We believe the ongoing effects of the global COVID-19 pandemic on our operations have had, and will continue to have a material negative impact on our financial results and liquidity, and such negative impact may continue beyond the containment of such outbreak. We have never previously experienced a complete cessation of our live events or a large-scale reduction in the number of events selling tickets, and as a consequence, our ability to be predictive regarding the impact of these circumstances is uncertain and we are unable to estimate the impact on our business, financial condition or near or longer-term financial or operational results.

NOTE 3—LONG-LIVED ASSETS

We reviewed our long-lived assets for potential impairment indicators due to the suspension of our live events resulting from the global COVID-19 pandemic. Our venues are either owned or we have long-term operating rights under lease or management agreements typically with terms ranging from 5 to 25 years at inception. Many of our definite-lived intangible assets are based on revenue-generating contracts and client or vendor relationships associated with live events and have useful lives, established at the time of acquisition, typically ranging from 3 to 10 years. Our more significant investments in nonconsolidated affiliates are in the concert event promotion, venue operation or ticketing businesses, and these businesses are experiencing similar impacts to their operations, in line with what we are experiencing as a result of the pandemic. Based on our assessments, we have recorded impairment charges on certain of our definite-lived intangible assets, which are discussed below.

We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter. While we are optimistic, the length and severity of the impact to live events and our related sponsorship and ticketing businesses is still uncertain. Activity levels are beginning to increase in the second half of 2021 led by outdoor events and festivals in the United States and United Kingdom. We expect that most larger venues will reopen and tours will resume in the second half of 2021 and that the underlying business supporting all of our long-lived assets will begin generating operating income once again. However, we have never previously experienced a complete cessation of our live events or a large-scale reduction in the number of events selling tickets and, as a consequence, our ability to be predictive regarding the impact of these circumstances is uncertain. As a result, the underlying assumptions used in our impairment assessments could change, resulting in future impairment charges.

Property, Plant and Equipment, Net

Property, plant and equipment, net, consisted of the following:

	June 30, 2021	December 31, 2020
	(in thousands)	
Land, buildings and improvements	$ 1,261,289	$ 1,239,696
Computer equipment and capitalized software	912,608	887,637
Furniture and other equipment	421,932	424,363
Construction in progress	146,013	151,830
	2,741,842	2,703,526
Less: accumulated depreciation	1,695,364	1,602,112
	$ 1,046,478	$ 1,101,414

Definite-lived Intangible Assets

The following table presents the changes in the gross carrying amount and accumulated amortization of definite-lived intangible assets for the six months ended June 30, 2021:

	Client / vendor relationships	Revenue-generating contracts	Venue management and leaseholds	Trademarks and naming rights	Technology	Other [(1)]	Total
				(in thousands)			
Balance as of December 31, 2020:							
Gross carrying amount	$ 496,074	$ 578,664	$ 147,956	$ 150,344	$ 72,283	$ 17,413	$ 1,462,734
Accumulated amortization	(146,397)	(277,710)	(51,924)	(73,604)	(45,799)	(11,700)	(607,134)
Net	349,677	300,954	96,032	76,740	26,484	5,713	855,600
Gross carrying amount:							
Acquisitions—current year	2,086	—	—	—	10,296	2,650	15,032
Acquisitions—prior year	5,557	—	—	—	—	—	5,557
Foreign exchange	1,613	(1,817)	(440)	399	173	(4)	(76)
Other [(2)]	(29,276)	(24,497)	(631)	(2,166)	(24,477)	(8,234)	(89,281)
Net change	(20,020)	(26,314)	(1,071)	(1,767)	(14,008)	(5,588)	(68,768)
Accumulated amortization:							
Amortization	(39,051)	(33,546)	(7,433)	(6,968)	(10,988)	(2,471)	(100,457)
Foreign exchange	536	1,247	(7)	(110)	(193)	—	1,473
Other [(2)]	29,276	24,487	642	2,214	24,579	8,456	89,654
Net change	(9,239)	(7,812)	(6,798)	(4,864)	13,398	5,985	(9,330)
Balance as of June 30, 2021:							
Gross carrying amount	476,054	552,350	146,885	148,577	58,275	11,825	1,393,966
Accumulated amortization	(155,636)	(285,522)	(58,722)	(78,468)	(32,401)	(5,715)	(616,464)
Net	$ 320,418	$ 266,828	$ 88,163	$ 70,109	$ 25,874	$ 6,110	$ 777,502

[(1)] Other primarily includes intangible assets for non-compete agreements.

[(2)] Other primarily includes netdowns of fully amortized or impaired assets.

The 2021 additions to definite-lived intangible assets from acquisitions have weighted-average lives as follows:

	Weighted-Average Life (years)
Client/vendor relationships	4
Non-compete agreements	2
All categories	3

The current year acquisitions amount above for technology intangibles includes software licenses acquired in the normal course of business.

We test for possible impairment of definite-lived intangible assets whenever events or circumstances change, such as a significant reduction in operating cash flow or a change in the manner in which the asset is intended to be used, which may indicate that the carrying amount of the asset may not be recoverable. During the six months ended June 30, 2021 and 2020, we reviewed definite-lived intangible assets that management determined had an indicator that remaining future operating cash flows over the acquisition-date estimated useful life may not support their carrying value, as a result of the expected impacts from the global COVID-19 pandemic, and it was determined that those assets were impaired since the estimated undiscounted operating cash flows associated with those assets were less than their carrying value.

For the six months ended June 30, 2021, there were no significant impairment charges. For the six months ended June 30, 2020, we recorded impairment charges related to definite-lived intangible assets of $12.1 million as a component of depreciation and amortization primarily related to intangible assets for revenue-generating contracts in the Concerts segment. See Note 6—Fair Value Measurements for further discussion of the inputs used to determine the fair value.

Amortization of definite-lived intangible assets for the three months ended June 30, 2021 and 2020 was $48.6 million and $57.8 million, respectively, and for the six months ended June 30, 2021 and 2020 was $100.5 million and $122.0 million, respectively. As acquisitions and dispositions occur in the future and the valuations of intangible assets for recent acquisitions are completed, amortization will vary.

Goodwill

We review goodwill for impairment annually, as of October 1. As such, we completed our annual review in the fourth quarter of 2020 and, as reported in our December 31, 2020 Form 10-K, no impairments were recorded as the fair value of each reporting unit was determined to be in excess of its carrying value for all reporting units. There were no indicators of impairment during the interim periods of 2021.

The following table presents the changes in the carrying amount of goodwill in each of our reportable segments for the six months ended June 30, 2021:

	Concerts	Ticketing	Sponsorship & Advertising	Total
		(in thousands)		
Balance as of December 31, 2020:				
Goodwill	$ 1,318,273	$ 782,559	$ 463,734	$ 2,564,566
Accumulated impairment losses	(435,363)	—	—	(435,363)
Net	882,910	782,559	463,734	2,129,203
Acquisitions—current year	1,336	—	—	1,336
Acquisitions—prior year	(1,815)	(3,740)	419	(5,136)
Foreign exchange	369	(2,433)	(635)	(2,699)
Balance as of June 30, 2021:				
Goodwill	1,318,163	776,386	463,518	2,558,067
Accumulated impairment losses	(435,363)	—	—	(435,363)
Net	$ 882,800	$ 776,386	$ 463,518	$ 2,122,704

We are in various stages of finalizing our acquisition accounting for recent acquisitions, which may include the use of external valuation consultants, and the completion of this accounting could result in a change to the associated purchase price allocations, including goodwill and our allocation between segments.

Investments in Nonconsolidated Affiliates

During the six months ended June 30, 2021, we sold certain investments in nonconsolidated affiliates for $61.6 million in cash plus $6.2 million in deferred purchase price consideration resulting in a gain on sale of investments in nonconsolidated affiliates of $52.9 million.

During the six months ended June 30, 2021, we entered into certain agreements whereby we received equity in the counterparty to those agreements primarily in exchange for providing sponsorship and marketing programs and support. We recognized $25.0 million of noncash additions to investments in nonconsolidated affiliates which are included in other long-term assets on our consolidated balance sheets associated with these agreements.

NOTE 4—LEASES

The significant components of operating lease expense are as follows:

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
	(in thousands)			
Operating lease cost	$ 56,577	$ 58,427	$ 111,876	$ 120,555
Variable and short-term lease cost	3,543	20,208	12,996	32,730
Sublease income	(1,236)	(4,111)	(3,518)	(8,262)
Net lease cost	$ 58,884	$ 74,524	$ 121,354	$ 145,023

Many of our leases contain contingent rent obligations based on revenue, tickets sold or other variables, while others include periodic adjustments to rent obligations based on the prevailing inflationary index or market rental rates. Contingent rent obligations are not included in the initial measurement of the lease asset or liability and are recorded as rent expense in the period that the contingency is resolved.

Supplemental cash flow information for our operating leases is as follows:

	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
	(in thousands)	
Cash paid for amounts included in the measurement of lease liabilities	$ 99,449	$ 105,067
Lease assets obtained in exchange for lease obligations, net of terminations	$ 41,005	$ 98,052

Future maturities of our operating lease liabilities at June 30, 2021 are as follows:

	(in thousands)
July 1 - December 31, 2021	$ 91,363
2022	204,175
2023	204,889
2024	188,541
2025	176,893
Thereafter	1,503,232
Total lease payments	2,369,093
Less: Interest	826,214
Present value of lease liabilities	$ 1,542,879

The weighted average remaining lease term and weighted average discount rate for our operating leases are as follows:

	June 30, 2021	December 31, 2020
Weighted average remaining lease term (in years)	13.7	13.9
Weighted average discount rate	6.39 %	6.31 %

As of June 30, 2021, we have additional operating leases that have not yet commenced, with total lease payments of $175.4 million. These operating leases, which are not included on our consolidated balance sheets, have commencement dates ranging from July 2021 to June 2030, with lease terms ranging from 1 to 20 years.

In response to the impacts we are experiencing from the global COVID-19 pandemic, we have amended certain of our lease agreements and are continuing negotiations with certain of our landlords for deferral or abatement of fixed rent payments. These lease concessions are not expected to substantially increase our obligations under the respective lease agreements.

Therefore, we have elected to account for these lease concessions as though enforceable rights and obligations for those concessions existed in our lease agreements as clarified by the FASB rather than applying the lease modification guidance.

NOTE 5—LONG-TERM DEBT

In January 2021, we issued $500 million principal amount of 3.75% senior secured notes due 2028. A portion of the proceeds were used to pay fees of $7.7 million and repay $75.0 million aggregate principal amount of the Company's senior secured term loan B facility, leaving approximately $417.3 million for general corporate purposes, including acquisitions and organic investment opportunities.

Long-term debt, which includes finance leases, consisted of the following:

	June 30, 2021	December 31, 2020
	(in thousands)	
Senior Secured Credit Facility:		
Term loan B	$ 858,755	$ 938,125
6.5% Senior Secured Notes due 2027	1,200,000	1,200,000
3.75% Senior Secured Notes due 2028	500,000	—
4.75% Senior Notes due 2027	950,000	950,000
4.875% Senior Notes due 2024	575,000	575,000
5.625% Senior Notes due 2026	300,000	300,000
2.5% Convertible Senior Notes due 2023	550,000	550,000
2.0% Convertible Senior Notes due 2025	400,000	400,000
Other long-term debt	126,437	125,226
Total principal amount	5,460,192	5,038,351
Less unamortized discounts and debt issuance costs	(118,504)	(129,840)
Total long-term debt, net of unamortized discounts and debt issuance costs	5,341,688	4,908,511
Less: current portion	46,481	53,415
Total long-term debt, net	$ 5,295,207	$ 4,855,096

Future maturities of long-term debt at June 30, 2021 are as follows:

	(in thousands)
July 1, 2021 - December 31, 2021	$ 35,087
2022	577,686
2023	44,631
2024	989,074
2025	38,593
Thereafter	3,775,121
Total	$ 5,460,192

All long-term debt without a stated maturity date is considered current and is reflected as maturing in the earliest period shown in the table above. See Note 6—Fair Value Measurements for discussion of the fair value measurement of our long-term debt.

3.75% Senior Secured Notes due 2028

In January 2021, we issued $500 million principal amount of 3.75% senior secured notes due 2028. Interest on the notes is payable semi-annually in cash in arrears on January 15 and July 15 of each year and began on July 15, 2021, and will mature on January 15, 2028. We may redeem some or all of the notes, at any time prior to January 15, 2024, at a price equal to 100% of the aggregate principal amount, plus any accrued and unpaid interest to the date of redemption, plus a 'make-whole' premium. We may redeem up to 35% of the aggregate principal amount of the notes from the proceeds of certain equity offerings prior to January 15, 2024, at a price equal to 103.75% of the aggregate principal amount, plus accrued and unpaid interest thereon to the date of redemption. In addition, on or after January 15, 2024 we may redeem some or all of the notes at any time at redemption prices specified in the notes indenture, plus any accrued and unpaid interest to the date of redemption.

We must make an offer to redeem the notes at 101% of their aggregate principal amount, plus accrued and unpaid interest to the repurchase date, if we experience certain defined changes of control. The notes are secured by a first priority lien on substantially all of the tangible and intangible personal property of LNE and LNE's domestic subsidiaries that are guarantors, and by a pledge of substantially all of the shares of stock, partnership interests and limited liability company interests of our direct and indirect domestic subsidiaries.

NOTE 6—FAIR VALUE MEASUREMENTS

Recurring

The following table shows the fair value of our significant financial assets that are required to be measured at fair value on a recurring basis, which are classified on the consolidated balance sheets as cash and cash equivalents.

	Estimated Fair Value					
	June 30, 2021			December 31, 2020		
	Level 1	Level 2	Total	Level 1	Level 2	Total
	(in thousands)					
Assets:						
Cash equivalents	$ 638,652	$ —	$ 638,652	$ 282,696	$ —	$ 282,696

Our outstanding debt held by third-party financial institutions is carried at cost, adjusted for any discounts or debt issuance costs. Our debt is not publicly traded and the carrying amounts typically approximate fair value for debt that accrues interest at a variable rate, which are considered to be Level 2 inputs as defined in the FASB guidance.

The following table presents the estimated fair values of our senior secured notes, senior notes and convertible senior notes:

	Estimated Fair Value at	
	June 30, 2021	December 31, 2020
	Level 2	
	(in thousands)	
6.5% Senior Secured Notes due 2027	$ 1,330,548	$ 1,340,688
3.75% Senior Secured Notes due 2028	$ 502,050	$ —
4.75% Senior Notes due 2027	$ 985,483	$ 970,872
4.875% Senior Notes due 2024	$ 585,879	$ 581,480
5.625% Senior Notes due 2026	$ 313,065	$ 307,785
2.5% Convertible Senior Notes due 2023	$ 771,848	$ 720,764
2.0% Convertible Senior Notes due 2025	$ 448,424	$ 425,172

The estimated fair value of our third-party fixed-rate debt is based on quoted market prices in active markets for the same or similar debt, which are considered to be Level 2 inputs.

Non-recurring

The following table shows the fair value of our financial assets that have been adjusted to fair value on a non-recurring basis, which had a significant impact on our results of operations for the six months ended June 30, 2020.

Description	Fair Value Measurement	Fair Value Measurements Using Level 1	Level 2	Level 3	Loss (Gain)
			(in thousands)		
2020					
Definite-lived intangible assets, net	$ 6,919	$ —	$ —	$ 6,919	$ 12,063

For the six months ended June 30, 2021, there were no significant impairment charges. During the six months ended June 30, 2020, we recorded impairment charges related to definite-lived intangible assets of $12.1 million as a component of depreciation and amortization primarily related to intangible assets for revenue-generating contracts in the Concerts segment. It was determined that these assets were impaired since the most recent estimated undiscounted future cash flows associated with these assets were less than their carrying value, primarily as a result of the expected impacts from the global COVID-19 pandemic. These impairments were calculated using operating cash flows, which were discounted to approximate fair value. The key inputs in these calculations include future cash flow projections, including revenue profit margins, and, for the fair value computation, a discount rate. The key inputs used for these non-recurring fair value measurements are considered Level 3 inputs.

NOTE 7—COMMITMENTS AND CONTINGENT LIABILITIES

Litigation

Consumer Class Actions

The following putative class action lawsuits were filed against Live Nation and/or Ticketmaster in Canada: Thompson-Marcial v. Ticketmaster Canada Holdings ULC (Ontario Superior Court of Justice, filed September 2018); McPhee v. Live Nation Entertainment, Inc., et al. (Superior Court of Quebec, District of Montreal, filed September 2018); Crystal Watch v. Live Nation Entertainment, Inc., et al. (Court of Queen's Bench for Saskatchewan, by amendments filed September 2018); and Gomel v. Live Nation Entertainment, Inc., et al. (Supreme Court of British Columbia, Vancouver Registry, filed October 2018). Similar putative class actions were filed in the United States during the same time period, but as of November 2020, each of the lawsuits filed in the United States has been dismissed with prejudice.

The Canadian lawsuits make similar factual allegations that Live Nation and/or Ticketmaster engage in conduct that is intended to encourage the resale of tickets on secondary ticket exchanges at elevated prices. Based on these allegations, each plaintiff asserts violations of different provincial and federal laws. Each plaintiff also seeks to represent a class of individuals who purchased tickets on a secondary ticket exchange, as defined in each plaintiff's complaint. The Watch complaint also makes claims related to Ticketmaster's fee display practices on the primary market. The complaints seek a variety of remedies, including unspecified compensatory damages, punitive damages, restitution, injunctive relief and attorneys' fees and costs.

The McPhee matter is stayed pending the outcome of the Watch matter, and the Thompson-Marcial, Watch, and Gomel cases are in the class certification phase. In April 2021, the court in the Gomel lawsuit refused to certify all claims other than those pled under British Columbia's Business Practices and Consumer Protection Act and claims for punitive damages, but the court did certify a class of British Columbia residents who purchased tickets to an event in Canada on any secondary market exchange from June 30, 2015 through April 15, 2021 that were initially purchased on Ticketmaster.ca. We filed a notice of appeal of the class certification ruling in May 2021, and the plaintiff filed a cross-appeal shortly thereafter.

Based on information presently known to management, we do not believe that a loss is probable of occurring at this time, and we believe that the potential liability, if any, will not have a material adverse effect on our financial position, cash flows or results of operations. Further, we do not currently believe that the claims asserted in these lawsuits have merit, and considerable uncertainty exists regarding any monetary damages that will be asserted against us. We continue to vigorously defend these actions.

CIE Arbitration

In July 2019, Ticketmaster New Ventures, S. de R.L. de C.V. ("TNV"), an indirect wholly-owned subsidiary of LNE, entered into agreements with Corporación Interamericana de Entretenimiento, S.A.B. de C.V. ("CIE") and Grupo Televisa, S.A.B. ("TV") to acquire an aggregate 51% interest in OCESA Entretenimiento, S.A. de C.V. ("OCESA") and certain other related subsidiaries of CIE. We made our initial concentration notice filings with the regulatory authorities in Mexico in late

August 2019 and received approval for the transaction in mid-April 2020. CIE shareholders approved the acquisition in September 2019. In May 2020, we notified CIE that we were terminating our agreement with it as a result of CIE's failure to comply with its contractual obligation to continue operating the target companies in the ordinary course of business and the occurrence of a material adverse effect (as that term is defined in the CIE purchase agreement). We simultaneously notified TV that we were terminating our agreement with it, which agreement may be terminated if the agreement with CIE is terminated for any reason. On May 25, 2020, TNV commenced binding arbitration proceedings, in New York, New York, before the International Court of Arbitration of the International Chamber of Commerce, seeking a declaratory judgment that it properly terminated the CIE purchase agreement and that any obligations thereunder are excused on the grounds set forth above, among others. On July 30, 2020, CIE filed its response to TNV's claims, asserting, among other things, that CIE did not breach its obligation to continue operating the target companies in the ordinary course of business and that no material adverse effect (as that term is defined in the CIE purchase agreement) has occurred, and CIE joined LNE as a party to the arbitration proceedings as a joint obligor under the CIE purchase agreement. CIE is seeking specific performance to require us to proceed with closing under the CIE purchase agreement and damages in an unspecified amount arising from our alleged failure to timely close. The matter has been assigned to a panel of arbitrators and a hearing has been scheduled to commence in June 2022. We intend to vigorously defend these claims.

NOTE 8—EQUITY

Accumulated Other Comprehensive Loss

The following table presents changes in the components of AOCI, net of taxes, for the six months ended June 30, 2021:

	Cash Flow Hedge	Foreign Currency Items	Total
		(in thousands)	
Balance at December 31, 2020	$ (31,587)	$ (145,422)	$ (177,009)
Other comprehensive income before reclassifications	9,308	2,007	11,315
Amount reclassified from AOCI	3,862	—	3,862
Net other comprehensive income	13,170	2,007	15,177
Balance at June 30, 2021	$ (18,417)	$ (143,415)	$ (161,832)

Earnings Per Share

Basic net loss per common share is computed by dividing the net loss available to common stockholders by the weighted average number of common shares outstanding during the period. The calculation of diluted net loss per common share includes the effects of the assumed exercise of any outstanding stock options, the assumed vesting of shares of restricted and deferred stock awards and the assumed conversion of our convertible senior notes, where dilutive. For the three and six months ended June 30, 2021 and 2020, there were no reconciling items to the weighted average common shares outstanding in the calculation of diluted net loss per common share.

The following table shows securities excluded from the calculation of diluted net loss per common share because such securities are anti-dilutive:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Options to purchase shares of common stock	7,797,075	10,197,507	7,797,075	10,197,507
Restricted stock and deferred stock—unvested	3,007,032	5,150,289	3,007,032	5,150,289
Conversion shares related to the convertible senior notes	11,864,035	11,864,035	11,864,035	11,864,035
Number of anti-dilutive potentially issuable shares excluded from diluted common shares outstanding	22,668,142	27,211,831	22,668,142	27,211,831

NOTE 9—REVENUE RECOGNITION

The global COVID-19 pandemic has significantly impacted the recognition of revenue for our Concerts, Ticketing and Sponsorship & Advertising segments. Beginning in mid-March 2020, we ceased all of our tours and closed our venues to support global efforts at social distancing to mitigate the spread of the virus, and to comply with restrictions put in place by various governmental entities. We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter.

For our Concerts segment, the impact is partially a delay in the timing of revenue recognition as many events have been or are being rescheduled to dates later in 2021 or 2022. For events that have been cancelled as of June 30, 2021, the deferred revenue has been reclassified to accrued expenses on our consolidated balance sheets where not already refunded to the fan. In certain markets, we are offering fans an incentive to receive a voucher for a future ticket purchase to one of our events in lieu of receiving a refund for the cancelled event. Where a fan has elected to receive the incentive voucher, the cash from the original ticket purchase remains in deferred revenue. For certain of our rescheduled events, we are offering a limited refund window for fans to request a refund. Where a fan has elected to receive a refund for a rescheduled event and where we have estimated future refunds, the deferred revenue has been reclassified to accrued expenses if not already refunded. The estimate of future refunds was developed by applying the percentage of future shows we believe could be rescheduled to the deferred revenue balances as of June 30, 2021 for those impacted quarters, and then applying a venue-specific refund take rate. The venue-specific refund take rates were based on the refunds we have issued since we ceased all our tours and closed our venues in mid-March 2020 through the end of the first quarter of 2021.

For our Ticketing segment, the impact is similar to the Concerts segment if the tickets sold for an event are controlled by our concert promoters. For the Ticketing segment's third-party clients, previously recognized service charges are reversed from revenue when the event is cancelled or a refund is issued for a rescheduled event, including refunds issued after the balance sheet date but prior to the filing of our consolidated financial statements. The revenue reversal is reflected as accrued expenses on our consolidated balance sheets where not already refunded to the fan. The timing of our third-party clients' event cancellations and rescheduling of postponed events versus new events available for sale can result in refunds of service charges exceeding quarterly sales resulting in negative revenue for that period.

For our Sponsorship & Advertising segment, the impact is partially a delay in the timing of revenue recognition due to our concert events being rescheduled, our venues being closed along with the limited number of events that were available for sale on our websites. In response to the impacts we are experiencing from the global COVID-19 pandemic, we have amended or are continuing negotiations with certain of our sponsors to either provide additional benefits when our venues reopen and our concert events resume or extend the term of the agreement with no additional benefits to the sponsor.

Concerts

Concerts revenue, including intersegment revenue, for the three and six months ended June 30, 2021 and 2020 are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands)			
Total Concerts Revenue	$ 286,958	$ 141,823	$ 526,374	$ 1,135,216
Percentage of consolidated revenue	49.8 %	*	60.7 %	78.8 %

Our Concerts segment generates revenue from the promotion or production of live music events and festivals in our owned or operated venues and in rented third-party venues, artist management commissions and the sale of merchandise for music artists at events. As a promoter and venue operator, we earn revenue primarily from the sale of tickets, concessions, merchandise, parking, ticket rebates or service charges on tickets sold by Ticketmaster or third-party ticketing agreements, and rental of our owned or operated venues. As an artist manager, we earn commissions on the earnings of the artists and other clients we represent, primarily derived from clients' earnings for concert tours. Over 95% of Concerts' revenue, whether related to promotion, venue operations, artist management or artist event merchandising, is recognized on the day of the related event. The majority of consideration for our Concerts segment is collected in advance of, or on the day, of the event. Consideration received in advance of the event is recorded as deferred revenue or in other long-term liabilities if the event is more than twelve months from the balance sheet date. Any consideration not collected by the day of the event is typically received within three months after the event date.

Ticketing

Ticketing revenue, including intersegment revenue, for the three and six months ended June 30, 2021 and 2020 are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
		(in thousands)		
Total Ticketing Revenue	$ 244,001	$ (87,019)	$ 272,323	$ 197,258
Percentage of consolidated revenue	42.4 %	*	31.4 %	13.7 %

Ticket fee revenue is generated from convenience and order processing fees, or service charges, charged at the time a ticket for an event is sold in either the primary or secondary markets. Our Ticketing segment is primarily an agency business that sells tickets for events on behalf of its clients, which include venues, concert promoters, professional sports franchises and leagues, college sports teams, theater producers and museums. Our Ticketing segment records revenue arising from convenience and order processing fees, regardless of whether these fees are related to tickets sold in the primary or secondary market, and regardless of whether these fees are associated with our concert events or third-party clients' concert events. Our Ticketing segment does not record the face value of the tickets as revenue. Ticket fee revenue is recognized when the ticket is sold for third-party clients and secondary market sales, as we have no further obligation to our client's customers following the sale of the ticket. For our concert events where our concert promoters control ticketing, ticket fee revenue is recognized when the event occurs because we also have the obligation to deliver the event to the fan. The delivery of the ticket to the fan is not considered a distinct performance obligation for our concert events because the fan cannot receive the benefits of the ticket unless we also fulfill our obligation to deliver the event. The majority of ticket fee revenue is collected within the month of the ticket sale. Revenue received from the sale of tickets in advance of our concert events is recorded as deferred revenue or in other long-term liabilities if the date of the event is more than twelve months from the balance sheet date. Reported revenue is net of any refunds made or committed to and the impact of any cancellations of events that occurred during the period up to the time of filing these consolidated financial statements.

Ticketing contract advances, which can be either recoupable or non-recoupable, represent amounts paid in advance to our clients pursuant to ticketing agreements and are reflected in prepaid expenses or in long-term advances if the amount is expected to be recouped or recognized over a period of more than twelve months. Recoupable ticketing contract advances are generally recoupable against future royalties earned by the client, based on the contract terms, over the life of the contract. Royalties are typically earned by the client when tickets are sold. Royalties paid to clients are recorded as a reduction to revenue when the tickets are sold and the corresponding service charge revenue is recognized. Non-recoupable ticketing contract advances, excluding those amounts paid to support clients' advertising costs, are fixed additional incentives occasionally paid by us to certain clients to secure the contract and are typically amortized over the life of the contract on a straight-line basis as a reduction to revenue.

At June 30, 2021 and December 31, 2020, we had ticketing contract advances of $74.1 million and $63.5 million, respectively, recorded in prepaid expenses and $84.2 million and $87.0 million, respectively, recorded in long-term advances on the consolidated balance sheets. We amortized $18.1 million and $13.3 million for the three months ended June 30, 2021 and 2020, respectively, and $28.7 million and $32.1 million for the six months ended June 30, 2021 and 2020, respectively, related to non-recoupable ticketing contract advances.

Sponsorship & Advertising

Sponsorship & Advertising revenue, including intersegment revenue, for the three and six months ended June 30, 2021 and 2020 are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
		(in thousands)		
Total Sponsorship & Advertising Revenue	$ 44,561	$ 18,372	$ 67,208	$ 108,633
Percentage of consolidated revenue	7.7 %	24.8 %	7.8 %	7.5 %

Our Sponsorship & Advertising segment generates revenue from sponsorship and marketing programs that provide its sponsors with strategic, international, national and local opportunities to reach customers through our venue, concert and ticketing assets, including advertising on our websites. These programs can also include custom events or programs for the sponsors' specific brands, which are typically experienced exclusively by the sponsors' customers. Sponsorship agreements may contain multiple elements, which provide several distinct benefits to the sponsor over the term of the agreement, and can be for a single or multi-year term. We also earn revenue from exclusive access rights provided to sponsors in various categories such as ticket pre-sales, beverage pouring rights, venue naming rights, media campaigns, signage within our venues, and advertising on our websites. Revenue from sponsorship agreements is allocated to the multiple elements based on the relative stand-alone selling price of each separate element, which are determined using vendor-specific evidence, third-party evidence or our best estimate of the fair value. Revenue is recognized over the term of the agreement or operating season as the benefits are provided to the sponsor unless the revenue is associated with a specific event, in which case it is recognized when the event occurs. Revenue is collected in installment payments during the year, typically in advance of providing the benefit or the event. Revenue received in advance of the event or the sponsor receiving the benefit is recorded as deferred revenue or in other long-term liabilities if the date of the event is more than twelve months from the balance sheet date.

At June 30, 2021, we had contracted sponsorship agreements with terms greater than one year that had approximately $1.0 billion of revenue related to future benefits to be provided by us. We expect to recognize, based on current projections, approximately 22%, 34%, 16% and 28% of this revenue in the remainder of 2021, 2022, 2023 and thereafter, respectively.

Deferred Revenue

The majority of our deferred revenue is typically classified as current and is shown as a separate line item on the consolidated balance sheets. Deferred revenue that is not expected to be recognized within the next twelve months is classified as long-term and reflected in other long-term liabilities on the consolidated balance sheets. We had current deferred revenue of $1.8 billion and $1.4 billion at December 31, 2020 and 2019, respectively.

The table below summarizes the amount of the preceding December 31 current deferred revenue recognized during the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands)			
Concerts	$ 14,471	$ 11,329	$ 52,295	$ 269,359
Ticketing	3,370	4,242	7,791	21,196
Sponsorship & Advertising	9,050	3,094	14,633	16,584
Other & Corporate	—	562	—	2,038
	$ 26,891	$ 19,227	$ 74,719	$ 309,177

As of June 30, 2021, approximately 45.7% of the current deferred revenue balance from December 31, 2020 is expected to be recognized in 2021 and thus such amounts remain in current deferred revenue. In addition, as of June 30, 2021, approximately 8.6% of the current deferred revenue balance from December 31, 2020 has been or is expected to be refunded to fans as the corresponding events have been cancelled or refunds were or are expected to be requested for rescheduled events, and thus such amounts have been reclassified to accrued expenses if not already refunded. Our long-term deferred revenue balance has increased as events have been rescheduled into the third and fourth quarters of 2022 in markets still experiencing impacts from the global COVID-19 pandemic. We had long-term deferred revenue of $442.1 million and $88.6 million at June 30, 2021 and December 31, 2020, respectively, which is reflected in other long-term liabilities on the consolidated balance sheets.

NOTE 10—STOCK-BASED COMPENSATION

The following is a summary of stock-based compensation expense recorded during the respective periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands)			
Selling, general and administrative expenses	$ 3,736	$ 30,249	$ 31,810	$ 35,212
Corporate expenses	9,094	8,289	21,037	15,058
Total	$ 12,830	$ 38,538	$ 52,847	$ 50,270

The decrease in stock-based compensation expense for the three months ended June 30, 2021 as compared to the same period of the prior year is primarily due to the issuance of restricted stock awards in the second quarter of 2020 in lieu of cash payments for certain compensation owed to employees, as part of our cash savings initiative in connection with the global COVID-19 pandemic.

NOTE 11—SEGMENT DATA

Our reportable segments are Concerts, Ticketing and Sponsorship & Advertising. Our Concerts segment involves the promotion of live music events globally in our owned or operated venues and in rented third-party venues, the production of music festivals, the operation and management of music venues, the creation or streaming of associated content and the provision of management and other services to artists. Our Ticketing segment involves the management of our global ticketing operations, including providing ticketing software and services to clients, and consumers with a marketplace, both online and mobile, for tickets and event information, and is responsible for our primary ticketing website, *www.ticketmaster.com*. Our Sponsorship & Advertising segment manages the development of strategic sponsorship programs in addition to the sale of international, national and local sponsorships and placement of advertising such as signage, promotional programs, rich media offerings, including advertising associated with live streaming and music-related content, and ads across our distribution network of venues, events and websites.

Revenue and expenses earned and charged between segments are eliminated in consolidation. Our capital expenditures below include accruals for amounts incurred but not yet paid for, but are not reduced by reimbursements received from outside parties such as landlords and noncontrolling interest partners or replacements funded by insurance proceeds.

We manage our working capital on a consolidated basis. Accordingly, segment assets are not reported to, or used by, our management to allocate resources to or assess performance of our segments, and therefore, total segment assets have not been presented.

The following table presents the results of operations for our reportable segments for the three and six months ended June 30, 2021 and 2020:

	Concerts	Ticketing	Sponsorship & Advertising	Other	Corporate	Eliminations	Consolidated
	(in thousands)						
Three Months Ended June 30, 2021							
Revenue	$ 286,958	$ 244,001	$ 44,561	$ 815	$ —	$ (389)	$ 575,946
Direct operating expenses	172,176	59,301	12,032	—	—	(389)	243,120
Selling, general and administrative expenses	202,697	105,987	19,696	514	—	—	328,894
Depreciation and amortization	58,450	34,888	7,507	11	2,791	—	103,647
Gain on disposal of operating assets	(28)	—	—	—	—	—	(28)
Corporate expenses	—	—	—	—	27,598	—	27,598
Operating income (loss)	$ (146,337)	$ 43,825	$ 5,326	$ 290	$ (30,389)	$ —	$ (127,285)
Intersegment revenue	$ (591)	$ 980	$ —	$ —	$ —	$ (389)	$ —

	Concerts	Ticketing	Sponsorship & Advertising	Other	Corporate	Eliminations	Consolidated
				(in thousands)			
Three Months Ended June 30, 2020							
Revenue	$ 141,823	$ (87,019)	$ 18,372	$ 805	$ —	$ 103	$ 74,084
Direct operating expenses	182,217	8,051	4,186	—	—	103	194,557
Selling, general and administrative expenses	174,554	127,811	17,783	3,204	—	—	323,352
Depreciation and amortization	64,342	44,313	7,620	4,385	2,107	—	122,767
Loss (gain) on disposal of operating assets	561	(1)	—	(1)	—	—	559
Corporate expenses	—	—	—	—	20,916	—	20,916
Operating loss	$ (279,851)	$ (267,193)	$ (11,217)	$ (6,783)	$ (23,023)	$ —	$ (588,067)
Intersegment revenue	$ (136)	$ 33	$ —	$ —	$ —	$ 103	$ —
Six Months Ended June 30, 2021							
Revenue	$ 526,374	$ 272,323	$ 67,208	$ 1,630	$ —	$ (980)	$ 866,555
Direct operating expenses	286,080	77,133	14,853	—	—	(980)	377,086
Selling, general and administrative expenses	410,544	200,655	38,799	1,749	—	—	651,747
Depreciation and amortization	121,336	71,366	14,671	22	5,128	—	212,523
Loss on disposal of operating assets	110	—	—	—	—	—	110
Corporate expenses	—	—	—	—	55,546	—	55,546
Operating loss	$ (291,696)	$ (76,831)	$ (1,115)	$ (141)	$ (60,674)	$ —	$ (430,457)
Intersegment revenue	$ —	$ 980	$ —	$ —	$ —	$ (980)	$ —
Capital expenditures	$ 30,021	$ 18,472	$ 2,485	$ —	$ 3,887	$ —	$ 54,865
Six Months Ended June 30, 2020							
Revenue	$ 1,135,216	$ 197,258	$ 108,633	$ 1,601	$ —	$ (2,931)	$ 1,439,777
Direct operating expenses	933,122	112,464	25,722	—	—	(2,931)	1,068,377
Selling, general and administrative expenses	505,830	285,357	40,770	5,416	—	—	837,373
Depreciation and amortization	136,558	82,489	15,132	4,438	6,230	—	244,847
Loss on disposal of operating assets	688	1	—	—	—	—	689
Corporate expenses	—	—	—	—	49,228	—	49,228
Operating income (loss)	$ (440,982)	$ (283,053)	$ 27,009	$ (8,253)	$ (55,458)	$ —	$ (760,737)
Intersegment revenue	$ 1,097	$ 1,834	$ —	$ —	$ —	$ (2,931)	$ —
Capital expenditures	$ 83,485	$ 39,237	$ 2,679	$ —	$ 5,542	$ —	$ 130,943

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

"Live Nation" (which may be referred to as the "Company," "we," "us" or "our") means Live Nation Entertainment, Inc. and its subsidiaries, or one of our segments or subsidiaries, as the context requires. You should read the following discussion of our financial condition and results of operations together with the unaudited consolidated financial statements and notes to the financial statements included elsewhere in this quarterly report.

Special Note About Forward-Looking Statements

Certain statements contained in this quarterly report (or otherwise made by us or on our behalf from time to time in other reports, filings with the SEC, news releases, conferences, internet postings or otherwise) that are not statements of historical fact constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act of 1934, as amended, notwithstanding that such statements are not specifically identified. Forward-looking statements include, but are not limited to, statements about our financial position, business strategy, competitive position, potential growth opportunities, potential operating performance improvements, the effects of competition, the effects of future legislation or regulations and plans and objectives of our management for future operations. We have based our forward-looking statements on our beliefs and assumptions considering the information available to us at the time the statements are made. Use of the words "may," "should," "continue," "plan," "potential," "anticipate," "believe," "estimate," "expect," "intend," "outlook," "could," "target," "project," "seek," "predict," or variations of such words and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements.

Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties that could cause actual results to differ materially from those in such statements. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to, those set forth below under Part II—Other Information—Item 1A.—Risk Factors, in Part I—Item IA.—Risk Factors of our 2020 Annual Report on Form 10-K as well as other factors described herein or in our annual, quarterly and other reports we file with the SEC (collectively, "cautionary statements"). Based upon changing conditions, should any risk or uncertainty that has already materialized, such as, for example, the risks and uncertainties posed by the global COVID-19 pandemic, worsen in scope, impact or duration, or should one or more of the currently unrealized risks or uncertainties materialize, or should any underlying assumptions prove incorrect, actual results may vary materially from those described in any forward-looking statements. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the applicable cautionary statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. We do not intend to update these forward-looking statements, except as required by applicable law.

Impact of the Global COVID-19 Pandemic

The unprecedented and rapid spread of COVID-19 and the related government restrictions and social distancing measures implemented throughout the world have significantly impacted our business. Beginning in March 2020, large public events were cancelled, governmental authorities began imposing restrictions on non-essential activities, and businesses suspended activities around the world. As the impact of the global COVID-19 pandemic became clearer, we ceased all Live Nation tours and closed our venues in mid-March 2020 to support global efforts at social distancing and mitigating the virus, and to comply with restrictions put in place by various governmental entities, which has had a materially negative impact on our revenue and financial position. We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter.

Operating Results

The impact of the global COVID-19 pandemic to our operating results are discussed in Part I—Financial Information—Item 1. Financial Statements—Note 2—COVID-19 Impacts.

Cash and available liquidity

We currently have approximately $970.8 million available for future borrowings under our senior secured credit facility, including $400 million in undrawn term loan A capacity and $570.8 million in available revolver capacity, net of outstanding letters of credit. In January 2021, we issued $500 million principal amount of 3.75% senior secured notes due 2028. We will continue to evaluate future financing opportunities to further expand liquidity at reasonable costs. Additionally, our senior secured credit facility has a $500 million liquidity covenant (as defined in the agreement) until the earlier of (a) December 31, 2021 and (b) at our election, any fiscal quarter prior to December 31, 2021, when we will revert to a net leverage covenant. We believe these allow us the flexibility to manage our business through the disruption that we continue to experience into 2021.

As of June 30, 2021, our total cash and cash equivalents balance was $4.0 billion, which included $1.1 billion of ticketing client cash. We believe this cash, net of client cash, together with our available debt capacity of $970.8 million, gives us the liquidity to fund our operations during the pandemic. Our total cash includes event-related deferred revenue for which the amount can fluctuate over the course of the year, but given the shift of shows into the second half of 2021 and 2022, we expect this number to remain above seasonally normal levels throughout 2021.

Event-related deferred revenue consists of cash held by our Concerts segment for future shows, with roughly half the funds associated with upcoming shows in the United States and half for international shows as of June 30, 2021. In the United States, the funds are largely associated with shows in our owned or operated venues, notably amphitheaters, festivals, theaters and clubs. Internationally, the funds held are from a combination of both shows in our owned or operated venues, as well as shows in third-party venues associated with our promoter share of tickets in allocation markets. We do not otherwise generally hold funds for concerts being held in third-party buildings. In the United States, venues traditionally hold all funds, and internationally either the venue holds all funds or holds the portion of funds associated with their ticket allocation.

Cost and Cash Management Programs

Given the uncertainty associated with the duration of current conditions globally, we have implemented a number of initiatives to reduce fixed costs and conserve cash. As part of these cost reduction efforts, we implemented salary reductions for most of our employees, with salaries for senior executives reduced by up to 60% during 2020. We began eliminating the salary reductions in January 2021 and have fully restored salaries during the second quarter. Additional cost reduction efforts include hiring freezes, reduction in the use of contractors, rent re-negotiations, furloughs, termination of certain employees and reduction or elimination of other discretionary spending, including, among other things, travel and entertainment, repairs and maintenance, and marketing.

We are also making use of government support programs globally. In most European and Asian markets, including the United Kingdom, Germany, Italy, France, Spain and Australia, there were payroll support programs to mitigate a substantial portion of employee costs, some of which are continuing into 2021. Additionally, in the United States, we have filed for payroll support under the Employee Retention Credit program established as part of the 2020 CARES Act. Finally, the CARES Act also provides for deferred payment of the employer portion of social security taxes through the end of 2020, with 50% of the deferred amount due December 31, 2021 and the remaining 50% due December 31, 2022.

We are further protecting our cash outflows by reducing advances in both our ticketing and concert businesses, re-assessing all capital expenditure projects and evaluating all other cash deployment activities. As a result of these initiatives and government support programs, in 2020 we achieved over $950 million in cost reductions and the elimination or deferral into 2021 of $1.6 billion in cash outflows, which primarily includes the cost reductions discussed above along with lower capital expenditures, acquisition payments, and concert and ticketing advances. We believe this aggressive cost and cash management program, combined with a strong liquidity profile, has positioned us to manage through the global COVID-19 pandemic-related hold on show activity and provides the flexibility to scale up quickly as shows are restarting.

Based on these actions and assumptions regarding the impact of the global COVID-19 pandemic, we believe that we will remain in compliance with our debt covenants throughout 2021 and be able to generate sufficient liquidity to satisfy our obligations for the next twelve months, prior to giving effect to any additional financings that may occur. Our forecasted expense management and liquidity measures may be modified as we get more clarity on the timing of events. We cannot assure you that our assumptions used to estimate our liquidity requirements will be correct because we have never previously experienced a complete cessation of our live events and the magnitude, duration and speed of the global pandemic is unknown, and as a consequence, our ability to be predictive is uncertain.

Health and Safety and Implementing a Return to Business

We are currently implementing steps for the health and safety of our employees as they return to work in our offices in the future, and for our artists and fans as they return to live events. We will return to work in local markets only after there is clear guidance that the time is right to do so, and then in appropriate numbers with expanded cleaning and any social distancing or other regulations. Similarly, we are resuming concerts when the time is right on a market by market basis. We recognize that as concerts have started back up, the experience at our venues has changed, and are working with medical experts and public health officials to implement safety precautions and protocols necessary for fans to return to enjoy our shows. Fan surveys indicate that the demand will be there when the shows return, with 95% of fans expecting to attend concerts again once the pandemic is over. The reopening of concerts is happening on a market by market basis, and given we operate in 46 countries globally, the timelines will vary from now to not for several months or beyond. The length and severity of the impact to live events and our related sponsorship and ticketing businesses is still uncertain. We are beginning to see the positive impacts of successful vaccination rollouts in many of our key markets with social distancing restrictions easing and live events resuming late in the second quarter. Activity levels are beginning to increase in the second half of 2021 led by outdoor events and festivals in the United States and United Kingdom. We expect that most tours will resume and larger venues will reopen in the second half of 2021 and that the underlying business will begin generating operating income once again.

While this disruption has had a material impact on our business, as the leading global live event and ticketing company we believe that we are well-positioned to provide the best service to artists, teams, fans and venues as business resumes. Twenty years of global growth demonstrates the resilience of fan demand for the live entertainment experience.

Executive Overview

Since the onset of the COVID-19 pandemic, we have held very few traditional concerts in order to ensure the safety of our fans, artists, and employees. Coupled with minimal sponsor engagement and ticket sales, it has been a challenging environment for our company, but one that we met with prudent cost reductions, focused cash management strategies, and a streamlined organization to overcome this unprecedented hurdle. After supporting worldwide efforts to mitigate the spread of the virus, we began to see the positive impacts of successful vaccination rollouts in key markets with social distancing restrictions easing and live shows returning by the end of the quarter. While our Concerts number of fans and events did not return to historic levels in the second quarter, we saw our major markets removing capacity limits, particularly in the United States, where planning for live shows have resumed. Our Ticketing segment had a significant increase in ticket sales in the second quarter; a key leading indicator that fans are eager to see their favorite stars performing live in the near future. The effects of the pandemic are still impacting us, but we are taking steps towards welcoming back fans, artists and employees to our live world.

With our reopening gaining traction, our revenue increased by $502 million in the second quarter, from $74 million in 2020 to $576 million in 2021. All three of our segments reported revenue growth due to more events, higher ticket sales, and increased sponsor fulfillment over the past three months. As a result, our operating loss improved by $461 million, or 78%, from $588 million in 2020 to $127 million in 2021. The improvement resulted from both increased events and ticket sales as well as reduced ticket refunds and sunk costs in the second quarter. For the first six months of 2021, our revenue decreased by $573 million, from $1.4 billion in 2020 to $867 million in 2021, which was largely due to normal pre-pandemic operations from January through mid-March of 2020 compared to a full shut-down for the first quarter of 2021. However, our operating loss improved by $331 million or 43%, from $761 million in 2020 to $430 million in 2021, despite the decrease in revenue. The increase was due to the revenue impacts that drove our second quarter improvement as well as lower fixed costs in the first half of this year. For the second quarter and year-to-date, the impact of changes in foreign exchange rates did not materially impact our year-over-year variances.

Our Concerts segment revenue for the second quarter increased by $145 million, from $142 million in 2020 to $287 million in 2021. The revenue growth was a result of increased shows and fans this quarter. The number of events for the second quarter of 2021 was over 1,600 compared to approximately 100 events in the second quarter of last year. The number of fans grew from approximately 50,000 in the second quarter of 2020, to 1.3 million in the second quarter of 2021. The growth was largely in the United States and our Asia-Pacific markets. Concerts operating loss for the second quarter improved by $134 million, from $280 million in 2020 to $146 million in 2021. The improvement was primarily due to more shows this year as well as sunk costs recorded in the second quarter of last year for advertising expenses and other costs associated with shows cancelled or rescheduled due to the pandemic. For the first six months, our Concerts segment revenue decreased by $609 million, from $1.1 billion in 2020 to $526 million in 2021. The growth in the second quarter was more than offset by the revenue generated in January through mid-March of 2020 when our business was fully open. Despite the decline in revenue, Concerts operating loss for the first six months improved by $149 million, or 34%, from $441 million in 2020 to $292 million in 2021. This was partially driven by the sunk cost impact in the second quarter of 2020 as well as lower fixed costs in the first six months of 2021 compared to the first six months of 2020.

Our Ticketing segment revenue for the second quarter increased by $331 million, from negative $87 million in 2020 to positive $244 million in 2021. The improvement resulted from an increase in ticket sales, stronger pricing, and a reduction in ticket refunds this year. Excluding refunds, we sold 30 million tickets in the second quarter of this year compared with 2 million tickets in the second quarter of last year. The improvement was almost entirely driven by sales in the United States, largely for concert and sporting events. Refunded tickets declined from 11 million in the second quarter of last year to 4 million in the second quarter of this year. Ticketing operating income for the second quarter improved by $311 million, from a $267 million loss in 2020 to income of $44 million in 2021. The improvement in operating results was largely driven by increased ticket sales, strong ticket pricing, reduced ticket refunds, and lower fixed costs. For the first six months, Ticketing revenue increased by $75 million, from $197 million in 2020 to $272 million in 2021, an improvement of 38%. This was mostly driven by the reduction in refunds across our global Ticketing segment. Refunded tickets declined from 18 million for the first six months of last year to 7 million for the first six months of this year. Operating loss improved by $206 million, or 73%, from $283 million in 2020 to $77 million in 2021. This was largely driven by reduced ticket refunds as well as cost savings in the first six months of this year as compared to last year.

Our Sponsorship & Advertising segment revenue for the second quarter increased by $26 million, from $18 million in 2020 to $45 million in 2021. The improvement was due to higher activations with our marketing partners due to more events going on sale, venues re-opening, and supplying more advertising content to our clients. Operating income for the second quarter increased by $17 million, from a loss of $11 million in 2020 to income of $5 million in 2021. The improvement was due to more sponsor and online advertising activations resulting from the restart of live events and rapidly increasing ticket sales, particularly in the United States. For the first six months, Sponsorship & Advertising revenue decreased by $41 million, from $109 million in 2020 to $67 million in 2021. The growth in the second quarter was more than offset by the revenue generated in January through mid-March of 2020 when our business was fully open. Operating income for the first six months decreased by $28 million, from $27 million of income in 2020 to a loss of $1 million in 2021 for the same reason.

Even as we begin to see sales returning and events happening in key markets, we continue to focus on mitigating the financial impact of the shutdown. We are balancing our ramp-up with the cost-savings initiatives we implemented across the organization and are also protecting our liquidity by tightly managing cash outflows associated with all our major expenditures: operating expenses, capital expenditures, acquisitions, and advances in both our ticketing and concert businesses. The pace of the recovery will depend on each market's containment efforts and expeditious rollout of approved vaccines and treatments for COVID-19. We remain optimistic about the long-term potential of our company and the unique power of live shows to unite people. We believe our aggressive cost-savings and cash management programs, combined with a strong liquidity profile, position Live Nation to manage out of the global COVID-19 pandemic and its impact on live events and provides us the flexibility to scale up quickly as shows resume.

Segment Overview

Our reportable segments are Concerts, Ticketing and Sponsorship & Advertising.

Concerts

Revenue and related costs for events are generally deferred and recognized when the event occurs. All advertising costs incurred during the year for shows in future years are expensed at the end of the year. If a current year event is rescheduled into a future year, all advertising costs incurred to date are expensed in the period when the event is rescheduled.

Concerts direct operating expenses include artist fees, event production costs, show-related marketing and advertising expenses, along with other costs.

To judge the health of our Concerts segment, we primarily monitor the number of confirmed events and fan attendance in our network of owned or operated and third-party venues, talent fees, average paid attendance, market ticket pricing, advance ticket sales and the number of major artist clients under management. In addition, at our owned or operated venues and festivals, we monitor ancillary revenue per fan and premium ticket sales. For business that is conducted in foreign markets, we also compare the operating results from our foreign operations to prior periods without the impact of changes in foreign exchange rates.

Ticketing

Revenue related to ticketing service charges is recognized when the ticket is sold for our third-party clients. For our own events, where our concert promoters control ticketing, revenue is deferred and recognized when the event occurs. Gross transaction value ("GTV") represents the total amount of the transaction related to a ticket sale and includes the face value of the ticket as well as the service charge. We use GTV to evaluate changes in ticket fee revenue that are driven by the pricing of our service charges.

Ticketing direct operating expenses include call center costs and credit card fees, along with other costs.

To judge the health of our Ticketing segment, we primarily review the GTV and the number of tickets sold through our ticketing operations, the number of clients renewed or added and the average royalty rate paid to clients who use our ticketing services. In addition, we review the number of visits to our websites, cost of customer acquisition, the purchase conversion rate, the overall number of customers in our database, the number and percentage of tickets sold via mobile and the number of app installs. For business that is conducted in foreign markets, we also compare the operating results from our foreign operations to prior periods without the impact of changes in foreign exchange rates.

Sponsorship & Advertising

Revenue related to sponsorship and advertising programs is recognized over the term of the agreement or operating season as the benefits are provided to the sponsor unless the revenue is associated with a specific event, in which case it is recognized when the event occurs.

Sponsorship & Advertising direct operating expenses include fulfillment costs related to our sponsorship programs, along with other costs.

To judge the health of our Sponsorship & Advertising segment, we primarily review the revenue generated through sponsorship arrangements and online advertising, and the percentage of expected revenue under contract. For business that is conducted in foreign markets, we also compare the operating results from our foreign operations to prior periods without the impact of changes in foreign exchange rates.

Key Operating Metrics

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
	(in thousands except estimated events)			
Concerts [(1)]				
Estimated events:				
North America	1,124	25	1,415	4,797
International	560	107	924	2,430
Total estimated events	1,684	132	2,339	7,227
Estimated fans:				
North America	629	10	695	5,739
International	706	41	1,135	4,718
Total estimated fans	1,335	51	1,830	10,457
Ticketing [(2)]				
Estimated number of fee-bearing tickets sold	26,345	(8,870)	32,926	27,335
Estimated number of non-fee-bearing tickets sold	22,216	6,385	38,376	61,639
Total estimated tickets sold	48,561	(2,485)	71,302	88,974

(1) Events generally represent a single performance by an artist. Fans generally represent the number of people who attend an event. Festivals are counted as one event in the quarter in which the festival begins, but the number of fans is based on the days the fans were present at the festival and thus can be reported across multiple quarters. Events and fan attendance metrics are estimated each quarter.

(2) The fee-bearing tickets estimated above include primary and secondary tickets that are sold using our Ticketmaster systems or that we issue through affiliates. This metric includes primary tickets sold during the year regardless of event timing, except for our own events where our concert promoters control ticketing which are reported when the events occur. The non-fee-bearing tickets estimated above include primary tickets sold using our Ticketmaster systems, through season seat packages and our venue clients' box offices, along with tickets sold on our "do it yourself" platform. These ticketing metrics are net of any refunds requested and any cancellations that occurred during the period and up to the time of reporting of these consolidated financial statements, which may result in a negative number. Fee-bearing tickets sold above are net of refunds of 4.1 million and 10.7 million tickets for the three months ended June 30, 2021 and 2020, respectively, and 7.1 million and 18.0 million tickets for the six months ended June 30, 2021 and 2020, respectively.

Non-GAAP Measures

The following table sets forth the reconciliation of AOI to operating income (loss):

	Operating income (loss)	Stock-based compensation expense	Loss (gain) on disposal of operating assets	Depreciation and amortization	Amortization of non-recoupable ticketing contract advances	Acquisition expenses	AOI
				(in thousands)			
Three Months Ended June 30, 2021							
Concerts	$ (146,337)	$ 2,469	$ (28)	$ 58,450	$ —	$ 1,397	$ (84,049)
Ticketing	43,825	1,072	—	34,888	19,631	—	99,416
Sponsorship & Advertising	5,326	195	—	7,507	—	—	13,028
Other and Eliminations	290	—	—	11	(1,524)	—	(1,223)
Corporate	(30,389)	9,094	—	2,791	—	984	(17,520)
Total	$ (127,285)	$ 12,830	$ (28)	$ 103,647	$ 18,107	$ 2,381	$ 9,652
Three Months Ended June 30, 2020							
Concerts	$ (279,851)	$ 24,381	$ 561	$ 64,342	$ —	$ (20,128)	$ (210,695)
Ticketing	(267,193)	4,066	(1)	44,313	14,724	221	(203,870)
Sponsorship & Advertising	(11,217)	1,802	—	7,620	—	—	(1,795)
Other and Eliminations	(6,783)	—	(1)	4,385	(1,409)	—	(3,808)
Corporate	(23,023)	8,289	—	2,107	—	938	(11,689)
Total	$ (588,067)	$ 38,538	$ 559	$ 122,767	$ 13,315	$ (18,969)	$ (431,857)
Six Months Ended June 30, 2021							
Concerts	$ (291,696)	$ 19,944	$ 110	$ 121,336	$ —	$ (8,282)	$ (158,588)
Ticketing	(76,831)	8,878	—	71,366	32,054	1,197	36,664
Sponsorship & Advertising	(1,115)	2,988	—	14,671	—	—	16,544
Other and Eliminations	(141)	—	—	22	(3,326)	—	(3,445)
Corporate	(60,674)	21,037	—	5,128	—	1,242	(33,267)
Total	$ (430,457)	$ 52,847	$ 110	$ 212,523	$ 28,728	$ (5,843)	$ (142,092)
Six Months Ended June 30, 2020							
Concerts	$ (440,982)	$ 26,741	$ 688	$ 136,558	$ —	$ (21,872)	$ (298,867)
Ticketing	(283,053)	5,797	1	82,489	34,944	943	(158,879)
Sponsorship & Advertising	27,009	2,674	—	15,132	—	—	44,815
Other and Eliminations	(8,253)	—	—	4,438	(2,818)	—	(6,633)
Corporate	(55,458)	15,058	—	6,230	—	1,348	(32,822)
Total	$ (760,737)	$ 50,270	$ 689	$ 244,847	$ 32,126	$ (19,581)	$ (452,386)

Adjusted Operating Income (Loss)

AOI is a non-GAAP financial measure that we define as operating income (loss) before certain stock-based compensation expense, loss (gain) on disposal of operating assets, depreciation and amortization (including goodwill impairment), amortization of non-recoupable ticketing contract advances and acquisition expenses (including transaction costs, changes in the fair value of accrued acquisition-related contingent consideration obligations, and acquisition-related severance and compensation). We use AOI to evaluate the performance of our operating segments. We believe that information about AOI assists investors by allowing them to evaluate changes in the operating results of our portfolio of businesses separate from non-operational factors that affect net income (loss), thus providing insights into both operations and the other factors that affect reported results. AOI is not calculated or presented in accordance with GAAP. A limitation of the use of AOI as a performance measure is that it does not reflect the periodic costs of certain amortizing assets used in generating revenue in our business. Accordingly, AOI should be considered in addition to, and not as a substitute for, operating income (loss), net income (loss), and other measures of financial performance reported in accordance with GAAP. Furthermore, this measure may vary among other companies; thus, AOI as presented herein may not be comparable to similarly titled measures of other companies.

AOI Margin

AOI margin is a non-GAAP financial measure that we calculate by dividing AOI by revenue. We use AOI margin to evaluate the performance of our operating segments. We believe that information about AOI margin assists investors by allowing them to evaluate changes in the operating results of our portfolio of businesses separate from non-operational factors that affect net income (loss), thus providing insights into both operations and the other factors that affect reported results. AOI margin is not calculated or presented in accordance with GAAP. A limitation of the use of AOI margin as a performance measure is that it does not reflect the periodic costs of certain amortizing assets used in generating revenue in our business. Accordingly, AOI margin should be considered in addition to, and not as a substitute for, operating income (loss) margin, and other measures of financial performance reported in accordance with GAAP. Furthermore, this measure may vary among other companies; thus, AOI margin as presented herein may not be comparable to similarly titled measures of other companies.

Constant Currency

Constant currency is a non-GAAP financial measure. We calculate currency impacts as the difference between current period activity translated using the current period's currency exchange rates and the comparable prior period's currency exchange rates. We present constant currency information to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations.

Segment Operating Results

Concerts

Our Concerts segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2021	2020		2021	2020	
	(in thousands)			(in thousands)		
Revenue	$ 286,958	$ 141,823	*	$ 526,374	$ 1,135,216	(54)%
Direct operating expenses	172,176	182,217	(6)%	286,080	933,122	(69)%
Selling, general and administrative expenses	202,697	174,554	16%	410,544	505,830	(19)%
Depreciation and amortization	58,450	64,342	(9)%	121,336	136,558	(11)%
Loss (gain) on disposal of operating assets	(28)	561	*	110	688	*
Operating loss	$ (146,337)	$ (279,851)	48%	$ (291,696)	$ (440,982)	34%
Operating margin	(51.0)%	*		(55.4)%	(38.8)%	
AOI **	$ (84,049)	$ (210,695)	60%	$ (158,588)	$ (298,867)	47%
AOI margin **	(29.3)%	*		(30.1)%	(26.3)%	

* Percentages are not meaningful.

** See "—Non-GAAP Measures" above for the definition and reconciliation of AOI and AOI margin.

Three Months

Revenue

Concerts revenue increased $145.1 million during the three months ended June 30, 2021 as compared to the same period of the prior year primarily due to the resumption of shows in major markets including the United States, Australia and New Zealand as compared to the lack of events during the same period in 2020 driven by the global COVID-19 pandemic.

Operating results

Concerts operating loss decreased $133.5 million during the three months ended June 30, 2021 as compared to the same period of the prior year primarily driven by the higher revenue discussed above along with lower direct operating expenses in the second quarter of 2021 for costs associated with shows cancelled or rescheduled due to the global COVID-19 pandemic.

Six Months

Revenue

Concerts revenue decreased $608.8 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to the revenue generated in January through mid-March of 2020 when our business was fully open prior to the global COVID-19 pandemic as compared to the resumption of shows in major markets including the United States, Australia and New Zealand late in the second quarter of 2021.

Operating results

Concerts operating loss decreased $149.3 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily driven by cost reduction measures implemented in the second quarter of 2020 and continuing in 2021, including salary reductions, hiring freezes, furloughs, and reduction or elimination of other discretionary spending along with participating in government support programs globally along with lower costs in 2021 associated with shows cancelled or rescheduled due to the global COVID-19 pandemic. In addition, we recorded $11.6 million of impairment charges in the first six months of 2020 primarily associated with revenue-generating contract intangible assets. There were no significant impairments recorded in the first six months of 2021.

Ticketing

Our Ticketing segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2021	2020		2021	2020	
	(in thousands)			(in thousands)		
Revenue	$ 244,001	$ (87,019)	*	$ 272,323	$ 197,258	38%
Direct operating expenses	59,301	8,051	*	77,133	112,464	(31)%
Selling, general and administrative expenses	105,987	127,811	(17)%	200,655	285,357	(30)%
Depreciation and amortization	34,888	44,313	(21)%	71,366	82,489	(13)%
Loss (gain) on disposal of operating assets	—	(1)	*	—	1	*
Operating income (loss)	$ 43,825	$ (267,193)	*	$ (76,831)	$ (283,053)	73%
Operating margin	18.0 %	*		(28.2) %	*	
AOI **	$ 99,416	$ (203,870)	*	$ 36,664	$ (158,879)	*
AOI margin **	40.7 %	*		13.5 %	(80.5) %	

* Percentages are not meaningful.

** See "—Non-GAAP Measures" above for the definition and reconciliation of AOI and AOI margin.

Three Months

Revenue

Ticketing revenue increased $331.0 million during the three months ended June 30, 2021 as compared to the same period of the prior year primarily due to an increase in North America primary and secondary ticket fees driven by more events on sale due to the resumption of concerts and sporting events in the second quarter of 2021, strong ticket pricing and lower ticket refunds in 2021.

Operating results

Ticketing operating income for the three months ended June 30, 2021 was $43.8 million as compared to an operating loss of $267.2 million for the same period of the prior year primarily driven by the increased ticketing activity discussed above along with lower fixed costs from cost reduction measures implemented in the second quarter of 2020 continuing into 2021, including salary reductions, hiring freezes, furloughs, and reduction or elimination of other discretionary spending along with participating in government support programs globally.

Six Months

Revenue

Ticketing revenue increased $75.1 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to an increase in North America primary ticket fees driven by lower ticket refunds in 2021 and strong ticket pricing as concert and sporting events on sales resuming in the second quarter of 2021.

Operating results

Ticketing operating loss decreased $206.2 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily driven by the increased ticketing activity discussed above along with cost reduction measures implemented in the second quarter of 2020 continuing into 2021, including salary reductions, hiring freezes, furloughs, and reduction or elimination of other discretionary spending along with participating in government support programs globally.

Sponsorship & Advertising

Our Sponsorship & Advertising segment operating results were, and discussions of significant variances are, as follows:

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	% Change	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020	% Change
	(in thousands)			*(in thousands)*		
Revenue	$ 44,561	$ 18,372	*	$ 67,208	$ 108,633	(38)%
Direct operating expenses	12,032	4,186	*	14,853	25,722	(42)%
Selling, general and administrative expenses	19,696	17,783	11%	38,799	40,770	(5)%
Depreciation and amortization	7,507	7,620	(1)%	14,671	15,132	(3)%
Gain on sale of operating assets	—	—	*	—	—	*
Operating income (loss)	$ 5,326	$ (11,217)	*	$ (1,115)	$ 27,009	*
Operating margin	12.0 %	(61.1) %		(1.7) %	24.9 %	
AOI **	$ 13,028	$ (1,795)	*	$ 16,544	$ 44,815	(63)%
AOI margin **	29.2 %	(9.8) %		24.6 %	41.3 %	

* Percentages are not meaningful.

** See "—Non-GAAP Measures" above for the definition and reconciliation of AOI and AOI margin.

Three Months

Revenue

Sponsorship & Advertising revenue increased $26.2 million during the three months ended June 30, 2021 as compared to the same period of the prior year primarily due to increased activity in online advertising and national sponsorship programs in North America due to the resumption of concert events in the second quarter of 2021.

Operating results

Sponsorship & Advertising operating income for the three months ended June 30, 2021 was $5.3 million as compared to an operating loss of $11.2 million in the same period of the prior year primarily driven by higher sponsorship activity discussed above.

Six Months

Revenue

Sponsorship & Advertising revenue decreased $41.4 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to a reduction in sponsorship revenue associated with our venues, festivals and lack of online activity as ticket sales declined driven by the unprecedented stoppage of events beginning in mid-March 2020 and continuing into the second quarter of 2021 due to the global COVID-19 pandemic. As discussed above, we had increased activity in the second quarter of 2021; however, that increase was more than offset by the revenue generated in January through mid-March prior to the shut down of our business.

Operating results

Sponsorship & Advertising operating loss for the six months ended June 30, 2021 was $1.1 million as compared to an operating income of $27.0 million for the same period of the prior year primarily driven by the lower sponsorship activity discussed above.

Consolidated Results of Operations

Three Months

	Three Months Ended June 30,					
	2021			2020	% Change	
	As Reported	Currency Impacts	At Constant Currency**	As Reported	As Reported	At Constant Currency**
		(in thousands)				
Revenue	$ 575,946	$ (15,000)	$ 560,946	$ 74,084	*	*
Operating expenses:						
Direct operating expenses	243,120	(8,439)	234,681	194,557	25%	21%
Selling, general and administrative expenses	328,894	(11,497)	317,397	323,352	2%	(2)%
Depreciation and amortization	103,647	(3,475)	100,172	122,767	(16)%	(18)%
Loss (gain) on disposal of operating assets	(28)	(1)	(29)	559	*	*
Corporate expenses	27,598	(15)	27,583	20,916	32%	32%
Operating loss	(127,285)	$ 8,427	$ (118,858)	(588,067)	78%	80%
Operating margin	(22.1)%		(21.2)%	*		
Interest expense	68,909			52,689		
Interest income	(1,471)			(2,429)		
Equity in losses of nonconsolidated affiliates	2,998			6,613		
Loss from sale of investments in nonconsolidated affiliates	993			35		
Other expense (income), net	9,461			(5,208)		
Loss before income taxes	(208,175)			(639,767)		
Income tax expense (benefit)	2,285			(29,183)		
Net loss	(210,460)			(610,584)		
Net loss attributable to noncontrolling interests	(14,795)			(43,067)		
Net loss attributable to common stockholders of Live Nation	$ (195,665)			$ (567,517)		

* Percentages are not meaningful.

** See "—Non-GAAP Measures" above for the definition of constant currency.

Interest Expense

Interest expense increased $16.2 million, or 31%, during the three months ended June 30, 2021 as compared to the same period of the prior year due to additional interest costs from the issuance of our 6.5% senior secured notes in May 2020 and the issuance of our 3.75% senior secured notes in January 2021.

Net loss attributable to noncontrolling interests

Net loss attributable to noncontrolling interests decreased $28.3 million during the three months ended June 30, 2021 as compared to the same period of the prior year primarily due to higher operating results from certain concert and festival promotion businesses in North America during the second quarter of 2021 due to the resumption of events in the second quarter of 2021.

Six Months

	Six Months Ended June 30,				% Change	
	2021			2020		
	As Reported	Currency Impacts	At Constant Currency**	As Reported	As Reported	At Constant Currency**
	(in thousands)					
Revenue	$ 866,555	$ (23,629)	$ 842,926	$ 1,439,777	(40)%	(41)%
Operating expenses:						
Direct operating expenses	377,086	(12,927)	364,159	1,068,377	(65)%	(66)%
Selling, general and administrative expenses	651,747	(18,180)	633,567	837,373	(22)%	(24)%
Depreciation and amortization	212,523	(5,453)	207,070	244,847	(13)%	(15)%
Loss on disposal of operating assets	110	(4)	106	689	*	*
Corporate expenses	55,546	(26)	55,520	49,228	13%	13%
Operating loss	(430,457)	$ 12,961	$ (417,496)	(760,737)	43%	45%
Operating margin	(49.7)%		(49.5)%	(52.8)%		
Interest expense	139,739			96,688		
Interest income	(2,620)			(6,902)		
Equity in earnings of nonconsolidated affiliates	2,417			4,041		
Loss (gain) from sale of investments in nonconsolidated affiliates	(52,947)			35		
Other expense, net	7,462			(580)		
Loss before income taxes	(524,508)			(854,019)		
Income tax expense (benefit)	8,674			(32,513)		
Net loss	(533,182)			(821,506)		
Net loss attributable to noncontrolling interests	(30,324)			(69,205)		
Net loss attributable to common stockholders of Live Nation	$ (502,858)			$ (752,301)		

* Percentages are not meaningful.

** See "—Non-GAAP Measures" above for the definition of constant currency.

Interest expense

Interest expense increased $43.1 million, or 45%, during the six months ended June 30, 2021 as compared to the same period of the prior year due to additional interest costs from the issuance of our 2.0% convertible senior notes in February 2020, the issuance of our 6.5% senior secured notes in May 2020 and the issuance of our 3.75% senior secured notes in January 2021.

Loss (gain) from sale of investments in nonconsolidated affiliates

Gain from sale of investments in nonconsolidated affiliates was $53.0 million during the six months ended June 30, 2021 as compared to a nominal loss during the same period of the prior year primarily due to the sale of certain cost basis investments during the first six months of 2021.

Income tax expense (benefit)

For the six months ended June 30, 2021, we had a net tax expense of $8.7 million on a loss before income taxes of $524.5 million compared to a net tax benefit of $32.5 million on a loss before income taxes of $854.0 million for the six months ended June 30, 2020. For the six months ended June 30, 2021, the income tax expense consisted of $4.6 million related to foreign entities, $3.4 million related to United States federal taxes, and $0.7 million related to state and local income taxes. The net increase in tax expense of $41.2 million was primarily due to profits in certain non-United States jurisdictions and other discrete tax benefits recorded in the first six months of 2020.

Net loss attributable to noncontrolling interests

Net loss attributable to noncontrolling interests decreased $38.9 million during the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to higher operating results from certain concert and festival promotion businesses in North America during the first six months of 2021 due to the resumption of events in the second quarter of 2021.

Liquidity and Capital Resources

In response to the impact that the global COVID-19 pandemic has had on our business, and the uncertainty of the duration of current conditions globally, we have taken certain actions to strengthen our liquidity position and preserve our capital resources.

In April 2020, we amended our senior secured credit facility to provide an incremental $130 million revolving credit facility. We further amended our senior secured credit facility in July 2020, which, among other things, substitutes our net leverage covenant with a $500 million liquidity covenant (as defined in the agreement) until the earlier of (a) December 31, 2021 and (b) at our election, any fiscal quarter prior to December 31, 2021. In February 2020, we issued $400 million principal amount of 2.0% convertible senior notes due 2025, in May 2020, we issued $1.2 billion principal amount of 6.5% senior secured notes due 2027 and in January 2021, we issued $500 million principal amount of 3.75% senior secured notes due 2028. As a result, we believe these amendments and additional debt issuances will allow us the flexibility to manage our business through the disruption we expect to experience in 2021 until we are able to resume our operations.

Our cash is centrally managed on a worldwide basis. Our primary short-term liquidity needs are to fund general working capital requirements, capital expenditures and debt service requirements while our long-term liquidity needs are primarily related to acquisitions and debt repayment. Our primary sources of funds for our short-term liquidity needs will be cash flows from operations and borrowings under our amended senior secured credit facility, while our long-term sources of funds will be from cash flows from operations, long-term bank borrowings and other debt or equity financings. We may from time to time engage in open market purchases of our outstanding debt securities or redeem or otherwise repay such debt.

Our balance sheet reflects cash and cash equivalents of $4.0 billion at June 30, 2021 and $2.5 billion at December 31, 2020. Included in the June 30, 2021 and December 31, 2020 cash and cash equivalents balances are $1.1 billion and $673.5 million, respectively, of cash received that includes the face value of tickets sold on behalf of our ticketing clients and their share of service charges, which we refer to as client cash. We generally do not utilize client cash for our own financing or investing activities as the amounts are payable to clients on a regular basis. Our foreign subsidiaries held approximately $1.0 billion in cash and cash equivalents, excluding client cash, at June 30, 2021. We generally do not repatriate these funds, but if we did, we would need to accrue and pay United States state income taxes as well as any applicable foreign withholding or transaction taxes on future repatriations. We may from time to time enter into borrowings under our revolving credit facility. If the original maturity of these borrowings is 90 days or less, we present the borrowings and subsequent repayments on a net basis in the statement of cash flows to better represent our financing activities. Our balance sheet reflects total net debt of $5.3 billion and $4.9 billion at June 30, 2021 and December 31, 2020, respectively. Our weighted-average cost of debt, excluding unamortized debt discounts and debt issuance costs on our term loans and notes, was 4.4% at June 30, 2021.

Our cash and cash equivalents are held in accounts managed by third-party financial institutions and consist of cash in our operating accounts and invested cash. Cash held in non-interest-bearing and interest-bearing operating accounts in many cases exceeds the Federal Deposit Insurance Corporation insurance limits. The invested cash is in interest-bearing funds consisting primarily of bank deposits and money market funds. While we monitor cash and cash equivalents balances in our operating accounts on a regular basis and adjust the balances as appropriate, these balances could be impacted if the underlying financial institutions fail. To date, we have experienced no loss or lack of access to our cash and cash equivalents; however, we can provide no assurances that access to our cash and cash equivalents will not be impacted by adverse conditions in the financial markets, including those resulting from the global COVID-19 pandemic.

For our Concerts segment, we often receive cash related to ticket revenue in advance of the event, which is recorded in deferred revenue until the event occurs. In the United States, this cash is largely associated with events in our owned or operated venues, notably amphitheaters, festivals, theaters and clubs. Internationally, this cash is from a combination of both events in our owned or operated venues, as well as events in third-party venues associated with our promoter’s share of tickets in allocation markets. We do not otherwise generally hold cash for events being held in third-party venues. In the United States, most venues traditionally hold all the cash, and internationally either the venue holds all the cash or holds the portion of the cash associated with their ticket allocation. With the exception of some upfront costs and artist advances, which are recorded in prepaid expenses until the event occurs, we pay the majority of event-related expenses at or after the event. Artists are paid when the event occurs under one of several different formulas, which may include fixed guarantees and/or a percentage of ticket sales or event profits, net of any advance they have received. When an event is cancelled, any cash held in deferred revenue is reclassified to accrued expenses as those funds are typically refunded to the fan within 30 days of event cancellation.

In certain markets, we are offering fans an incentive to receive a voucher for a future ticket purchase to one of our events in lieu of receiving a refund for a cancelled event. Where a fan has elected to receive the incentive voucher, the cash from the original ticket purchase remains in deferred revenue. When a show is rescheduled, fans have the ability to request a refund if they do not want to attend the event on the new date, although historically we have had low levels of refund requests for rescheduled events.

We view our available cash as cash and cash equivalents, less ticketing-related client cash, less event-related deferred revenue, less accrued expenses due to artists and cash collected on behalf of others, plus event-related prepaid expenses. This is essentially our cash available to, among other things, repay debt balances, make acquisitions, pay artist advances and finance capital expenditures.

Our intra-year cash fluctuations are impacted by the seasonality of our various businesses. Examples of seasonal effects include our Concerts segment, which reports the majority of its revenue in the second and third quarters. Cash inflows and outflows depend on the timing of event-related payments but the majority of the inflows generally occur prior to the event. See "—Seasonality" below. We believe that we have sufficient financial flexibility to fund these fluctuations and to access the global capital markets on satisfactory terms and in adequate amounts, although there can be no assurance that this will be the case, and capital could be less accessible and/or more costly given current economic conditions, including those resulting from the global COVID-19 pandemic. We expect cash flows from operations and borrowings under our amended senior secured credit facility, along with other financing alternatives, to satisfy working capital requirements, capital expenditures and debt service requirements for at least the succeeding year.

We may need to incur additional debt or issue equity to make other strategic acquisitions or investments. There can be no assurance that such financing will be available to us on acceptable terms or at all. We may make significant acquisitions in the near term, subject to limitations imposed by our financing agreements and market conditions.

The lenders under our revolving loans and counterparty to our interest rate hedge agreement consists of banks and other third-party financial institutions. While we currently have no indications or expectations that such lenders will be unable to fund their commitments as required, we can provide no assurances that future funding availability will not be impacted by adverse conditions in the financial markets, including those resulting from the global COVID-19 pandemic. Should an individual lender default on its obligations, the remaining lenders would not be required to fund the shortfall, resulting in a reduction in the total amount available to us for future borrowings, but would remain obligated to fund their own commitments. Should the counterparty to our interest rate hedge agreement default on its obligation, we could experience higher interest rate volatility during the period of any such default.

Sources of Cash

During 2020, we amended our senior secured credit facility, issued $1.2 billion principal amount of 6.5% senior secured notes due 2027 and issued $400 million principal amount of 2.0% convertible senior notes due 2025. A portion of the proceeds were used to pay transaction fees of $35.5 million, leaving approximately $1.6 billion for general corporate purposes.

In January 2021, we issued $500 million principal amount of 3.75% senior secured notes due 2028. The proceeds were used to pay fees of $7.7 million and repay $75.0 million aggregate principal amount of our senior secured term loan B facility, leaving approximately $417.3 million for general corporate purposes, including acquisitions and organic investment opportunities.

Amended Senior Secured Credit Facility

In April and July 2020, we amended our senior secured credit facility and now have (i) a $400 million delayed draw term loan A facility, (ii) a $950 million term loan B facility, (iii) a $500 million revolving credit facility and (iv) a $130 million incremental revolving credit facility. The delayed draw term loan A facility is available to be drawn until October 2021. In addition, subject to certain conditions, we have the right to increase such facilities by an amount equal to the sum of (x) $425 million during the Restricted Period and $855 million after the Restricted Period, (y) the aggregate principal amount of voluntary prepayments of the delayed draw term loan A and term loan B and permanent reductions of the revolving credit facility commitments, in each case, other than from proceeds of long-term indebtedness, and (z) except during the Restricted Period, additional amounts so long as the senior secured leverage ratio calculated on a pro-forma basis (as defined in the agreement) is no greater than 3.75x. The combined revolving credit facilities provide for borrowings up to $630 million with sublimits of up to (i) $150 million for the issuance of letters of credit, (ii) $50 million for swingline loans, (iii) $300 million for borrowings in Dollars, Euros or British Pounds and (iv) $100 million for borrowings in those or one or more other approved currencies. The amended senior secured credit facility is secured by a first priority lien on substantially all of the tangible and intangible personal property of LNE and LNE's domestic subsidiaries that are guarantors, and by a pledge of substantially all of the shares of stock, partnership interests and limited liability company interests of our direct and indirect domestic subsidiaries and 65% of each class of capital stock of any first-tier foreign subsidiaries, subject to certain exceptions.

The interest rates per annum applicable to revolving credit facility loans and the delayed draw term loan A under the amended senior secured credit facility are, at our option, equal to either Eurodollar plus 2.25% or a base rate plus 1.25%. The interest rates per annum applicable to the term loan B are, at our option, equal to either Eurodollar plus 1.75% or a base rate plus 0.75%. The interest rates per annum applicable to the incremental revolving credit facility are, at our option, equal to either Eurodollar plus 2.5% or a base rate plus 1.5%. We are required to pay a commitment fee of 0.5% per year on the undrawn portion available under the revolving credit facility and delayed draw term loan A, 1.75% per year on the undrawn portion available under the incremental revolving credit facility and variable fees on outstanding letters of credit.

For the delayed draw term loan A, we are required to make quarterly payments at a rate ranging from 0.625% of the original principal amount during the first three years to 1.25% during the last two years, with the balance due at maturity in October 2024. For the term loan B, we are required to make quarterly payments of $2.4 million with the balance due at maturity in October 2026. Both the existing and incremental revolving credit facilities mature in October 2024. We are also required to make mandatory prepayments of the loans under the amended credit agreement, subject to specified exceptions, from excess cash flow and with the proceeds of asset sales, debt issuances and specified other events.

There were no borrowings under the revolving credit facilities as of June 30, 2021 and we have not drawn down on the delayed draw term loan A. Based on our outstanding letters of credit of $59.2 million, $970.8 million was available for future borrowings from our delayed draw term loan A and revolving credit facilities.

6.5% Senior Secured Notes Due 2027

In May 2020, we issued $1.2 billion principal amount of 6.5% senior secured notes due 2027. Interest on the notes is payable semi-annually in cash in arrears on May 15 and November 15 of each year and will mature on May 15, 2027. We may redeem some or all of the notes, at any time prior to May 15, 2023, at a price equal to 100% of the aggregate principal amount, plus any accrued and unpaid interest to the date of redemption, plus a “make-whole” premium. We may redeem up to 35% of the aggregate principal amount of the notes from the proceeds of certain equity offerings prior to May 15, 2023, at a price equal to 106.5% of the aggregate principal amount, plus accrued and unpaid interest thereon, if any, to the date of redemption. In addition, on or after May 15, 2023 we may redeem some or all of the notes at any time at redemption prices starting at 104.875% of their principal amount, plus any accrued and unpaid interest to the date of redemption. We must make an offer to redeem the notes at 101% of their aggregate principal amount, plus accrued and unpaid interest to the repurchase date, if we experience certain defined changes of control. The notes are secured by a first priority lien on substantially all of the tangible and intangible personal property of LNE and LNE’s domestic subsidiaries that are guarantors, and by a pledge of substantially all of the shares of stock, partnership interests and limited liability company interests of our direct and indirect domestic subsidiaries and 65% of each class of capital stock of any first-tier foreign subsidiaries, subject to certain exceptions.

3.75% Senior Secured Notes Due 2028

Information regarding our 3.75% senior secured notes due 2028 can be found in Part I — Financial Information — Item 1.— Financial Statements — Note 5 —Long-Term Debt.

2.0% Convertible Senior Notes Due 2025

In February 2020, we issued $400 million principal amount of 2.0% convertible senior notes due 2025. Interest on the notes is payable semiannually in arrears on February 15 and August 15, at a rate of 2.0% per annum. The notes will mature on February 15, 2025. The notes will be convertible, under certain circumstances, until November 15, 2024, and on or after such date without condition, at an initial conversion rate of 9.4469 shares of our common stock per $1,000 principal amount of notes, subject to adjustment, which represents a 50.0% conversion premium based on the last reported sale price for our common stock of $70.57 on January 29, 2020 prior to issuing the notes. Upon conversion, the notes may be settled in shares of common stock or, at our election, cash or a combination of cash and shares of common stock. Assuming we fully settled the notes in shares, the maximum number of shares that could be issued to satisfy the conversion is currently 3.8 million.

We may redeem for cash all or a portion of the notes, at our option, on or after February 21, 2023 and before the 41st scheduled trading day before the maturity date, if the sales price of our common stock reaches specified targets as defined in the indenture. The redemption price will equal 100% of the principal amount of the notes plus accrued interest, if any.

If we experience a fundamental change, as defined in the indenture governing the notes, the holders of the notes may require us to purchase for cash all or a portion of their notes, subject to specified exceptions, at a price equal to 100% of the principal amount of the notes plus any accrued and unpaid interest.

Debt Covenants

Our amended senior secured credit facility contains a number of restrictions that, among other things, require us to satisfy a financial covenant and restrict our and our subsidiaries' ability to incur additional debt, make certain investments and acquisitions, repurchase our stock and prepay certain indebtedness, create liens, enter into agreements with affiliates, modify the nature of our business, enter into sale-leaseback transactions, transfer and sell material assets, merge or consolidate, and pay dividends and make distributions (with the exception of subsidiary dividends or distributions to the parent company or other subsidiaries on at least a pro-rata basis with any noncontrolling interest partners). Certain of these restrictions are further limited temporarily by the July 2020 amendment. Non-compliance with one or more of the covenants and restrictions could result in the full or partial principal balance of the credit facility becoming immediately due and payable. The amended senior secured credit facility agreement has one covenant, measured quarterly, that relates to net leverage. The July 2020 amendment substitutes the consolidated net leverage ratio covenant with a liquidity covenant (as defined in the agreement) that requires our consolidated liquidity be at least $500 million until the earlier of (a) December 31, 2021 and (b) at our election, any fiscal quarter ending prior to December 31, 2021 so long as such election is made during the last month of such fiscal quarter or within 30 days following the end of such fiscal quarter. The July 2020 amendment also requires the liquidity covenant to be measured monthly beginning January 31, 2021 until the earlier of (x) November 30, 2021 and (y) the last day of the month before the consolidated net leverage ratio covenant applies. For fiscal quarters after resumption of the consolidated net leverage covenant, we will be required to maintain a ratio of consolidated total net debt to consolidated EBITDA (both as defined in the amended credit agreement) for the trailing four consecutive quarters of 6.75x with step downs to 6.25x after four quarters, 5.75x after eight quarters, 5.50x after twelve quarters and 5.25x after fourteen quarters through maturity, except that calculations of consolidated EBITDA (as defined in the agreement) for the first three fiscal quarters after resumption of the covenant will be substituted with an annualized consolidated EBITDA (as defined in the agreement). For the avoidance of doubt, the consolidated net leverage covenant will resume for the quarter ended December 31, 2021 at the latest.

The indentures governing our 6.5% senior secured notes, 3.75% senior secured notes, 4.75% senior notes, 4.875% senior notes and 5.625% senior notes contain covenants that limit, among other things, our ability and the ability of our restricted subsidiaries to incur certain additional indebtedness and issue preferred stock, make certain distributions, investments and other restricted payments, sell certain assets, agree to any restrictions on the ability of restricted subsidiaries to make payments to us, merge, consolidate or sell all of our assets, create certain liens, and engage in transactions with affiliates on terms that are not on an arms-length basis. Certain covenants, including those pertaining to incurrence of indebtedness, restricted payments, asset sales, mergers, and transactions with affiliates will be suspended during any period in which the notes are rated investment grade by both rating agencies and no default or event of default under the indenture has occurred and is continuing. All of these notes contain two incurrence-based financial covenants, as defined, requiring a minimum fixed charge coverage ratio of 2.0x and a maximum secured indebtedness leverage ratio of 3.5x.

Some of our other subsidiary indebtedness includes restrictions on entering into various transactions, such as acquisitions and disposals, and prohibits payment of ordinary dividends. They also have financial covenants including minimum consolidated EBITDA to consolidated net interest payable, minimum consolidated cash flow to consolidated debt service, maximum consolidated debt to consolidated EBITDA and minimum liquidity, all as defined in the applicable debt agreements.

As of June 30, 2021, we believe we were in compliance with all of our debt covenants related to our senior secured credit facility and our corporate senior secured notes, senior notes and convertible senior notes. We expect to remain in compliance with all of these covenants throughout 2021.

Uses of Cash

Acquisitions

When we make acquisitions, the acquired entity may have cash on its balance sheet at the time of acquisition. All amounts related to the use of cash for acquisitions discussed in this section are presented net of any cash acquired. During the six months ended June 30, 2021, we used $7.6 million of cash primarily for the acquisition of a venue in the United Kingdom.

During the six months ended June 30, 2020, we used $37.5 million of cash primarily for the acquisitions of a festival promotion business and a venue management business, both located in the United States. As of the date of acquisition, the acquired businesses had a total of $64.7 million of cash on their balance sheets, primarily related to deferred revenue for future events.

Capital Expenditures

Venue and ticketing operations are capital intensive businesses, requiring continual investment in our existing venues and ticketing systems in order to address fan and artist expectations, technological industry advances and various federal, state and/or local regulations.

We categorize capital outlays between maintenance capital expenditures and revenue generating capital expenditures. Maintenance capital expenditures are associated with the renewal and improvement of existing venues and technology systems, web development and administrative offices. Revenue generating capital expenditures generally relate to the construction of new venues, major renovations to existing buildings or buildings that are being added to our venue network, the development of new ticketing tools and technology enhancements. Revenue generating capital expenditures can also include smaller projects whose purpose is to increase revenue and/or improve operating income. Capital expenditures typically increase during periods when our venues are not in operation since that is the time that such improvements can be completed.

Our capital expenditures, including accruals for amounts incurred but not yet paid for, but net of expenditures funded by outside parties such as landlords and noncontrolling interest partners or replacements funded by insurance proceeds, consisted of the following:

	Six Months Ended June 30,	
	2021	2020
	(in thousands)	
Maintenance	$ 14,286	$ 45,676
Revenue generating	38,139	83,355
Total capital expenditures	$ 52,425	$ 129,031

Maintenance capital expenditures during the first six months of 2021 decreased from the same period of the prior year primarily due to reductions for certain office facility and venue-related projects as part of our cash savings initiatives implemented in connection with the global COVID-19 pandemic.

Revenue generating capital expenditures during the first six months of 2021 decreased from the same period of the prior year primarily due to lower spending in our amphitheater venues and a reduction in technology-related projects as part of our cash savings initiatives implemented in connection with the global COVID-19 pandemic.

We currently expect capital expenditures to be approximately $170 million for the full year of 2021.

Cash Flows

	Six Months Ended June 30,	
	2021	2020
	(in thousands)	
Cash provided by (used in):		
Operating activities	$ 1,169,989	$ (390,360)
Investing activities	$ (50,295)	$ (190,641)
Financing activities	$ 401,469	$ 1,462,098

Operating Activities

Cash provided by operating activities was $1.2 billion for the six months ended June 30, 2021 as compared to cash used in operating activities of $390.4 million for the same period of the prior year primarily due to increases in accounts payable, client accounts and deferred revenue resulting from the resumption of events in the second quarter of 2021 along with a reduction of net loss year over year.

Investing Activities

Cash used in investing activities decreased $140.3 million for the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to less cash paid for capital expenditures, proceeds from the sale of investments in nonconsolidated affiliates, and fewer acquisitions. See "—Uses of Cash" above for further discussion.

Financing Activities

Cash provided by financing activities decreased $1.1 billion for the six months ended June 30, 2021 as compared to the same period of the prior year primarily due to higher net proceeds in 2020 from debt issuances partially offset by lower purchases of noncontrolling interests in 2021. See “—Sources of Cash” above for further discussion.

Seasonality

Information regarding the seasonality of our business can be found in Part I—Financial Information—Item 1.—Financial Statements—Note 1—Basis of Presentation and Other Information.

Market Risk

We are exposed to market risks arising from changes in market rates and prices, including movements in foreign currency exchange rates and interest rates.

Foreign Currency Risk

We have operations in countries throughout the world. The financial results of our foreign operations are measured in their local currencies. Our foreign subsidiaries also carry certain net assets or liabilities that are denominated in a currency other than that subsidiary’s functional currency. As a result, our financial results could be affected by factors such as changes in foreign currency exchange rates or weak economic conditions in the foreign markets in which we have operations. Currently, we do not have significant operations in hyper-inflationary countries. Our foreign operations reported an operating loss of $160.2 million for the six months ended June 30, 2021. We estimate that a 10% change in the value of the United States dollar relative to foreign currencies would change our operating loss for the six months ended June 30, 2021 by $16.0 million. As of June 30, 2021, our most significant foreign exchange exposure included the Euro, British Pound, Australian Dollar and Canadian Dollar. This analysis does not consider the implication such currency fluctuations could have on the overall economic conditions of the United States or other foreign countries in which we operate or on the results of operations of our foreign entities. In addition, the reported carrying value of our assets and liabilities, including the total cash and cash equivalents held by our foreign operations, will also be affected by changes in foreign currency exchange rates.

We primarily use forward currency contracts, in addition to options, to reduce our exposure to foreign currency risk associated with short-term artist fee commitments. We also may enter into forward currency contracts to minimize the risks and/or costs associated with changes in foreign currency rates on forecasted operating income. At June 30, 2021, we had forward currency contracts outstanding with a notional amount of $43.4 million.

Interest Rate Risk

Our market risk is also affected by changes in interest rates. We had $5.5 billion of total debt, excluding debt discounts and issuance costs, outstanding as of June 30, 2021, of which $5.1 billion was fixed-rate debt and $0.4 billion was floating-rate debt.

Based on the amount of our floating-rate debt as of June 30, 2021, each 25-basis point increase or decrease in interest rates would increase or decrease our annual interest expense and cash outlay by approximately $1.0 million. This potential increase or decrease is based on the simplified assumption that the level of floating-rate debt remains constant with an immediate across-the-board increase or decrease as of June 30, 2021 with no subsequent change in rates for the remainder of the period.

In January 2020, we entered into an interest rate swap agreement that is designated as a cash flow hedge for accounting purposes to effectively convert a portion of our floating-rate debt to a fixed-rate basis. The swap agreement expires in October 2026, has a notional amount of $500.0 million and ensures that a portion of our floating-rate debt does not exceed 3.397%.

Accounting Pronouncements

Information regarding recently issued and adopted accounting pronouncements can be found in Part I — Financial Information—Item 1.—Financial Statements—Note 1—Basis of Presentation and Other Information.

Critical Accounting Policies and Estimates

The preparation of our financial statements in conformity with GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. On an ongoing basis, we evaluate our estimates that are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The result of these evaluations forms the basis for making judgments about the carrying values of assets and liabilities and the reported amount of revenue and expenses that are not readily apparent from other sources. Because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such difference could be material.

Management believes that the accounting estimates involved in business combinations, impairment of long-lived assets and goodwill, revenue recognition, and income taxes are the most critical to aid in fully understanding and evaluating our reported financial results, and they require management's most difficult, subjective or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain. These critical accounting estimates, the judgments and assumptions and the effect if actual results differ from these assumptions are described in Part II—Financial Information—Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our 2020 Annual Report on Form 10-K filed with the SEC on March 1, 2021.

There have been no changes to our critical accounting policies during the six months ended June 30, 2021.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Required information is within Part I — Financial Information—Item 2.—Management's Discussion and Analysis of Financial Condition and Results of Operations—Market Risk.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures to ensure that material information relating to our company, including our consolidated subsidiaries, is made known to the officers who certify our financial reports and to other members of senior management and our board of directors.

Based on their evaluation as of June 30, 2021, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) are effective to ensure that (1) the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (2) the information we are required to disclose in such reports is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.q

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or internal controls will prevent all possible errors and fraud. Our disclosure controls and procedures are, however, designed to provide reasonable assurance of achieving their objectives, and our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective at that reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting during the period covered by this report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. We have not experienced any material impact to our internal controls over financial reporting resulting from the fact that employees are working remotely due to the global COVID-19 pandemic. We are continually monitoring and assessing the impact of the global COVID-19 pandemic on our internal controls to minimize the affects on their design and operating effectiveness.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

Information regarding our legal proceedings can be found in Part I—Financial Information—Item 1. Financial Statements—Note 7—Commitments and Contingent Liabilities.

Item 1A. Risk Factors

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business to the extent practical under the circumstances, some level of risk and uncertainty will always be present. Part I—Item 1A.—Risk Factors of our 2020 Annual Report on Form 10-K filed with the SEC on March 1, 2021, describes some of the risks and uncertainties associated with our business which could materially and adversely affect our business, financial condition, cash flows and results of operations, and the trading price of our common stock could decline as a result. We do not believe that there have been any material changes to the risk factors previously disclosed in our 2020 Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchase of Equity Securities

The following table provides information regarding repurchases of our common stock during the three months ended June 30, 2021:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Program (2)	Maximum Fair Value of Shares that May Yet Be Purchased Under the Program (2)
April 2021	—	$—		
May 2021	946	$90.11		
June 2021	266,415	$87.59		
	267,361			

(1) Represents shares of common stock that employees surrendered as part of the default option to satisfy withholding taxes in connection with the vesting of restricted stock awards, and in respect of the exercise price and withholding taxes for net stock option exercises where no resulting shares were sold, under our stock incentive plan. Pursuant to the terms of our stock plan, such shares revert to available shares under the plan.

(2) We do not have a publicly announced program to purchase shares of our common stock. Accordingly, there were no shares purchased as part of a publicly announced program.

Item 3. Defaults Upon Senior Securities

None.

Item 5. Other Information

None.

Table of Contents

Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	
10.1	Employment Agreement, effective as of January 1, 2015, between Live Nation Entertainment, Inc. and John Hopmans.					X
10.2	First Amendment to Employment Agreement, effective as of January 1, 2019, between Live Nation Worldwide, Inc. and John Hopmans.					X
10.3	Second Amendment to Employment Agreement, effective as of January 1, 2019, between Live Nation Worldwide, Inc. and John Hopmans.					X
31.1	Certification of Chief Executive Officer.					X
31.2	Certification of Chief Financial Officer.					X
32.1	Section 1350 Certification of Chief Executive Officer.					X
32.2	Section 1350 Certification of Chief Financial Officer.					X
101.INS	XBRL Instance Document - this instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					X
101.SCH	XBRL Taxonomy Schema Document.					X
101.CAL	XBRL Taxonomy Calculation Linkbase Document.					X
101.DEF	XBRL Taxonomy Definition Linkbase Document.					X
101.LAB	XBRL Taxonomy Label Linkbase Document.					X
101.PRE	XBRL Taxonomy Presentation Linkbase Document.					X
104	Cover Page Interactive Data File (Formatted as Inline XBRL and contained in Exhibit 101)					X

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on August 3, 2021.

LIVE NATION ENTERTAINMENT, INC.

By: /s/ Brian Capo

Brian Capo
Chief Accounting Officer (Duly Authorized Officer)

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is effective as of the 1st day of January, 2015 (the "Effective Date") by and between Live Nation Entertainment, Inc., a Delaware corporation (together with its subsidiary and other affiliated entities, "Live Nation"), and John M. Hopmans (the "Employee").

WHEREAS, Live Nation and the Employee desire to enter into an employment relationship under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements included in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. TERM OF EMPLOYMENT.

The Employee's term of employment starts on the Effective Date and ends on the close of business on December 31, 2018 (the "Term"), unless terminated earlier pursuant to the terms set forth in Section 5 below. If this Agreement is not terminated prior to the conclusion of the Term and the Agreement is not renewed in writing by Live Nation and the Employee, then, upon expiration of the Term, the Employee's employment will no longer be subject to the terms of this Agreement and the Employee's employment will remain at-will, meaning either Live Nation or the Employee will have the right to terminate the Employee's employment at any time, with or without advance notice and with or without cause; provided, however, that any continuing obligations owed to Live Nation by the Employee in accordance with Live Nation's Employee Handbook, Code of Business Conduct and Ethics or other policies will remain in full force and effect.

2. TITLE AND DUTIES; EXCLUSIVE SERVICES.

(a) Title and Duties. The Employee's title is Executive Vice President, M&A and Strategic Finance. The Employee will perform such job duties that are usual and customary for this position, and will perform such additional services and duties that Live Nation may from time to time designate that are consistent with the usual and customary duties of this position. The Employee will report directly to Live Nation's President and Chief Executive Officer (the "CEO"), currently Michael Rapino. The Employee agrees to abide by Live Nation's rules, regulations and practices as adopted or modified from time to time by Live Nation, including, without limitation, those set forth in Live Nation's Employee Handbook and its Code of Business Conduct and Ethics.

(b) Exclusive Services. The Employee will devote the Employee's full working time and efforts to the business and affairs of Live Nation. During employment with Live Nation, the Employee shall not (i) accept any other employment or consultancy, (ii) serve on the board of directors or similar body of any other entity without the prior written consent of the CEO or (iii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place the Employee in a competing position to, that of Live Nation.

3. COMPENSATION AND BENEFITS.

(a) Base Salary. During the Term, Live Nation initially will pay the Employee an annual gross base salary (the "Base Salary") of $981,725, less appropriate payroll deductions and all required withholdings. All payments of Base Salary are payable in regular installments in accordance with Live Nation's normal payroll practices, as in effect from time to time (but no less often than monthly) and prorated monthly or weekly for any partial pay period of employment. The Employee will be eligible to receive annual increases in such base salary in the sole and absolute discretion of the CEO and/or the Compensation Committee (the "Committee") of the Board of Directors of Live Nation (the "Board").

(b) Bonus. For each calendar year of this Agreement, the Employee will be eligible to receive a bonus (the "Bonus") targeted at 100% of his then-current Base Salary based on the achievement of performance targets to be set and determined annually by the CEO and/or the Committee in their sole and absolute discretion. The Bonus, if any, shall be paid in one lump sum during the calendar year immediately following the calendar year in which such

Bonus was earned (but no later than March 15th of such year) or, if earlier with respect to any pro rata portion of the Bonus that becomes payable under Section 5(a) below, upon the Employee's Separation from Service, as defined below (subject to Section 5(e) below).

(c) Employee Benefits. During the Term, the Employee will be eligible to participate in such group health, hospitalization, retirement, leave, disability and other insurance plans, programs and policies as are maintained or sponsored by Live Nation from time to time and in which other similarly-situated employees of Live Nation may participate, subject to the terms and conditions of the applicable plans, programs or policies, as may be amended from time to time in Live Nation's sole and absolute discretion.

(d) Vacation. During the Term, the Employee will be eligible for paid vacation, subject to the applicable policies, restrictions and conditions set forth in Live Nation's vacation policy as it may be amended from time to time.

(e) Expenses. Upon submission of proper documentation in accordance with Live Nation's applicable expense reimbursement policies, as in effect from time to time, Live Nation will pay or reimburse the Employee for all normal and reasonable business expenses actually incurred by the Employee in connection with the Employee's provision of the services hereunder. To the extent that any reimbursements paid under this paragraph are deemed to constitute taxable compensation to which Treasury Regulation Section l.409A-3(i)(l)(iv) would apply, such amounts shall be paid promptly or reimbursed to the Employee promptly following the Employee's submission of a request for such reimbursement, which request must be timely submitted, but in each case in no event later than December 31 of the year following the year in which the expense is incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Employee's right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(f) Equity Grants. In connection with the negotiation and anticipated entering into of this Agreement, the Employee acknowledges that in January 2015 he was granted (i) stock options to purchase 300,000 shares of Live Nation common stock and (ii) 25,000 restricted shares of Live Nation common stock. The Employee shall also be eligible for future equity grants during the Term in the sole and absolute discretion of the Committee.

4. COVENANTS.

(a) Live Nation Confidential Information. During the course of the Employee's employment with Live Nation, Live Nation will provide the Employee with access to certain confidential information, trade secrets and other matters which are of a confidential or proprietary nature, including, without limitation, Live Nation's customer lists, pricing information, production and cost data, compensation and fee information, strategic business plans, budgets, financial statements, employment pay information and data and other information Live Nation treats as confidential or proprietary (collectively, the "Confidential Information"). Live Nation provides on an ongoing basis such Confidential Information as Live Nation deems necessary or desirable to aid the Employee in the performance of the Employee's duties. The Employee understands and acknowledges that such Confidential Information is confidential and proprietary, and agrees not to disclose such Confidential Information to anyone outside Live Nation except to the extent that: (i) the Employee deems such disclosure or use reasonably necessary or appropriate in connection with performing the Employee's duties on behalf of Live Nation; (ii) the Employee is required by order of a court of competent jurisdiction (by subpoena or similar process) to disclose or discuss any Confidential Information, provided that in such case, the Employee will promptly inform Live Nation of such event, will cooperate with Live Nation in attempting to obtain a protective order or to otherwise restrict such disclosure and will only disclose Confidential Information to the minimum extent necessary to comply with any such court order; or (iii) such Confidential Information becomes generally known to and available for use in the industries in which Live Nation does business, other than as a result of any breach by the Employee of this Section 4(a). The Employee further agrees that the Employee will not during employment and/or at any time thereafter use such Confidential Information for any purpose other than legitimate purposes in the performance of the Employee's duties, including, without limitation, competing, directly or indirectly, with Live Nation. At such time as the Employee ceases to be employed by Live Nation or earlier upon Live Nation's request, the Employee will immediately turn over to Live

Nation all Confidential Information, including papers, documents, writings, electronically stored information, other property and all copies of them, provided to or created by the Employee during the course of the Employee's employment with Live Nation.

(b) Third-Party Confidential Information. The Employee agrees that any confidential or proprietary information and materials that the Employee receives from third parties in connection with or relating to the Employee's employment with Live Nation shall also be deemed "Confidential Information" for all purposes of this Agreement and will be subject to all limitations on use and disclosure set forth in this Agreement. The Employee will not use or disclose any such information and materials in any manner inconsistent with any of Live Nation's obligations towards such third party. Additionally, the Employee acknowledges the Employee's obligation to preserve the trade secrets and confidential and proprietary information of the Employee's prior employers. As such, the Employee must not retain copies of any trade secret or confidential and proprietary information of any prior employer and may not bring such materials to Live Nation or otherwise utilize or disclose the contents of such materials as part of the Employee's work at Live Nation.

(c) Non-Solicitation. To further preserve the rights of Live Nation pursuant to the non-disclosure covenant above and to protect Live Nation's legitimate interest in the integrity of its workforce, the members of which would be unknown to the Employee absent the Employee's employment hereunder, during the Employee's employment with Live Nation and for a period of 12 months following the termination of the Employee's employment with Live Nation for any reason, the Employee will not, directly or indirectly: (i) solicit or encourage any current employee to terminate his or her employment with Live Nation; (ii) solicit or encourage any current Live Nation employee or any former Live Nation employee whose employment terminated within six months of the termination of the Employee's employment with Live Nation (each, a "Current or Former Employee") to accept employment with any business, person or entity with which the Employee may be associated; or (iii) encourage or assist in any way any such business, person or entity from taking any action which the Employee could not take individually under this Section 4(c), including, without limitation, identifying any Current or Former Employee as a potential candidate for employment therewith.

(d) Non-Disparagement. During the Employee's employment with Live Nation and for a period of 12 months following termination of the Employee's employment with Live Nation for any reason, except as required by law or in the proper performance of his duties to Live Nation, the Employee agrees that the Employee shall not publicly or privately disparage, defame or criticize Live Nation or its officers, directors, employees or representatives. If the Employee breaches the provisions of this Section 4(d), Live Nation may appropriately respond to such disparagement, defamation or criticism without its being in violation of this Section 4(d).

During the Employee's employment with Live Nation and for a period of 12 months following termination of Employee's employment for any reason, except as required by law or in the proper performance of his, her or its duties to Live Nation, Live Nation, its executive officers and directors shall not publicly or privately disparage, defame or criticize the Employee. If Live Nation or one of its executive officers or directors breaches the provisions of this Section 4(d), the Employee may appropriately respond to such disparagement, defamation or criticism without his being in violation of this Section 4(d).

(e) Written, Printed or Electronic Material. All written, printed or electronic material, notebooks and records including, without limitation, computer disks used by the Employee in performing duties for Live Nation, including any Confidential Information and all copies thereof in any medium contained, are and shall remain the sole property of Live Nation. Upon termination of the Employee's employment or any earlier request by Live Nation, the Employee shall promptly return all such materials (including all copies, extracts and summaries thereof) to Live Nation.

(f) Reasonableness of Covenants. Live Nation and the Employee agree that the restrictions contained in this Section 4 are reasonable in scope and duration and are necessary to protect Live Nation's legitimate business interests and Confidential Information. If any provision of this Section 4 as applied to any party or to any circumstance is judged by a court or arbitrator to be invalid or unenforceable, the same will in no way affect the validity or enforceability of the remainder of this Agreement. If any such provision of this Section 4, or any part thereof, is held to be unenforceable because of the scope, duration or geographic area covered thereby, the parties agree that the court or arbitrator making such determination will have the power to reduce the scope and/or duration and/or geographic area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

(g) Breach of Covenants. The parties acknowledge and agree that any breach of this Section 4 by the Employee will cause irreparable damage to Live Nation, and upon any such breach of any provision of these covenants, Live Nation shall be entitled to injunctive relief, specific performance or other equitable relief without the need to post bond or other security therefor; provided, however, that this Section 4(g) shall in no way limit any other remedies which Live Nation may have (including, without limitation, the right to seek monetary damages). Should the Employee violate any provision of this Section 4, then, in addition to all other rights and remedies available to Live Nation at law or in equity, the duration of this covenant shall automatically be extended for the period of time from which the Employee began such violation until the Employee permanently ceases such violation.

5. TERMINATION.

The Employee's employment with Live Nation may be terminated at any time under the following circumstances:

(a) Termination Without Cause or for Good Reason. Live Nation may terminate the Employee's employment without Cause (as defined below) or the Employee may terminate the Employee's employment for Good Reason (as defined below) at any time during the Term. If the Employee experiences a "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section l.409A-l(h)) (a "Separation from Service") due to the termination of the Employee's employment by Live Nation without Cause or the Employee's termination of the Employee's employment for Good Reason, Live Nation shall promptly or, in the case of obligations described in clause (iv) below, as such obligations become due, pay or provide to the Employee, (i) the Employee's earned but unpaid Base Salary accrued through the date of such Separation from Service (the "Termination Date"), (ii) accrued but unpaid vacation time through the Termination Date, if any, (iii) reimbursement of any business expenses incurred by the Employee prior to the Termination Date that are reimbursable under Section 3(e) above, (iv) any vested benefits and other amounts due to the Employee under any plan, program or policy of Live Nation, (v) subject to Section 5(e) below, a pro-rated Bonus for the calendar year in which the Termination Date occurs and (vi) any Bonus required to be paid to the Employee pursuant to this Agreement for any calendar year of Live Nation ending prior to the Termination Date, to the extent payable, but not previously paid (together, the "Accrued Obligations").

In addition, subject to Sections 5(e) and 7(b) below and the Employee's execution and non-revocation of a binding release in accordance with Section 5(t) below, in the event of the Employee's Separation from Service with Live Nation by reason of a termination by Live Nation without Cause or a termination by the Employee for Good Reason, Live Nation shall (i) pay to the Employee, within 60 days of the Employee's Termination Date (with the exact payment date to be determined by Live Nation in its sole discretion), except as set forth in the proviso to this clause, a lump-sum cash payment (less appropriate payroll deductions) equal to the Employee's then-current Base Salary times the greater of (a) the number of full months remaining in the Term as of the Termination Date, divided by 12, or (b) two (in either case, the "Cash Severance"); and (ii) accelerate the vesting and lapsing of restrictions on all unvested or restricted equity awards awarded to the Employee prior to the Employee's Termination Date, and, to the extent applicable, all such awards shall remain exercisable until the earlier to occur of the third anniversary of the Termination Date or the stated expiration of such award (the Cash Severance and accelerated vesting, collectively, the "Severance"), provided that no such accelerating awards shall be exercisable prior to the date on which the Employee's executed release becomes irrevocable. Each payment under this Section 5(a) shall be treated as a separate payment for purposes of Code Section 409A (together with the regulations and other official guidance promulgated thereunder, "Section 409A"). Notwithstanding the foregoing, if the 60- day period during which the Cash Severance may be paid spans two calendar years, such payment shall be made in the later such calendar year.

(b) Resignation. The Employee may terminate his employment by resigning at any time upon 30 days' written notice provided to Live Nation in accordance with Section 6 below; provided, however, that Live Nation may, in its sole discretion, waive such notice period without payment in lieu thereof. Upon such a resignation, the Employee shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(c) Death; Disability. If the Employee dies during the Term or the Employee's employment is terminated due to his total and permanent disability (as reasonably determined by Live Nation), the Employee or the Employee's estate, as applicable, shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due. In addition, subject to the approval of the Committee, in the event of any termination pursuant to this Section 5(c), Live Nation shall accelerate the vesting and lapsing of restrictions on all unvested or restricted equity awards awarded to the Employee prior to the Employee's Termination Date, and to the extent applicable, all such awards shall remain exercisable until the earlier to occur of the first anniversary of the Termination Date or the stated expiration of such award (or, to the extent a longer period of exercisability may be provided for pursuant to the applicable equity plan and/or grant agreement(s), for such longer period).

(d) Cause. Live Nation may terminate the Employee's employment at any time for Cause by providing notice to the Employee in accordance with Section 6 below. If Live Nation terminates the Employee's employment for Cause, the Employee shall be entitled to receive the Accrued Obligations promptly or, in the case of benefits described in Section 5(a)(iv) above, as such obligations become due.

(e) Potential Six-Month Payment Delay. Notwithstanding anything to the contrary in this Agreement, if on the Employee's Termination Date, the Employee is a "specified employee" within the meaning of Section 409A(a)(2)(B), as determined by Live Nation in accordance with the requirements of Treasury Regulation Section 1.409A-l(i), compensation and benefits that become payable in connection with a Separation from Service (if any), including, without limitation, any Severance payments, shall be paid to the Employee during the 6-month period following the Employee's Termination Date only to the extent that Live Nation reasonably determines that paying such amounts at the time or times indicated in this Agreement will not cause the Employee to incur additional taxes under Section 409A. If the payment of any amount is delayed as a result of the preceding sentence, on the first day following the end of the six month period (or such earlier date upon which such amount can be paid under Section 409A without being subject to such additional taxes, including upon the Employee's death), Live Nation will pay the Employee a lump-sum amount equal to the cumulative amount that would have otherwise been previously paid to the Employee under this Agreement but for such delay, without interest thereon.

(f) Release. The Employee's right to receive the Severance set forth in this Section 5 is conditioned on and subject to, within 45 days after the Employee's Termination Date, the Employee executing and not revoking a general release and waiver of claims against Live Nation, in a form reasonably prescribed by Live Nation. If the Employee does not execute such release within 45 days following the Termination Date, no Severance shall be payable under this Section 5. Such release (i) shall not contain any covenants other than those set forth in Section 4 (confidential information, non-solicitation, non-competition, non-disparagement and written, printed or electronic material) and Section 10 (litigation and regulatory matters) of this Agreement and such covenants shall not be modified to place additional restrictions or requirements on the Employee; and (ii) will not cause the Employee to waive any right he may have after the termination of his employment that is contemplated under this Agreement, including, without limitation, those rights under Sections 4(d) (non-disparagement) and 11 (indemnification and insurance; legal expenses).

(g) Exclusivity of Benefits. Except as expressly provided in this Section 5, the Employee acknowledges that Live Nation shall have no further obligations to the Employee following the Termination Date, whether under this Agreement, in connection with the Employee's employment, the termination thereof or otherwise.

(h) Definitions. For purposes of this Agreement:

"Good Reason" shall mean: (i) a repeated failure of Live Nation to comply with a material term of this Agreement; (ii) a material reduction in Employee's duties, responsibilities, authority or compensation; or (iii) a material geographic relocation of the Employee's principal work location outside the greater Los Angeles, California metropolitan area. Notwithstanding the foregoing, a termination of employment shall not be deemed to be for Good Reason unless (A) the Employee gives Live Nation written notice describing the event or events which are the basis for such termination within 90 days after the event or events initially occur, (B) such grounds for termination (if susceptible to correction) are not corrected by Live Nation within 30 days of Live Nation's receipt of such notice and (C) the Employee terminates employment no later than 30 days after Live Nation has failed to timely correct the circumstances constituting Good Reason in accordance with clause (B) of this paragraph.

"Cause" shall mean: (i) conduct by the Employee constituting a material act of willful misconduct in connection with the performance of his duties, including, without limitation, violation of Live Nation's policy on sexual harassment, misappropriation of funds or property of Live Nation other than the occasional, customary and de minimis use of Live Nation property for personal purposes or other willful misconduct as determined in the reasonable discretion of Live Nation; (ii) continued, willful and deliberate non-performance by the Employee of a material duty hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (iii) the Employee's refusal or failure to follow lawful directives consistent with his title and position and the terms of this Agreement; (iv) a criminal conviction of the Employee, a plea of nolo contendere by the Employee or other conduct by the Employee that, as determined in the reasonable discretion of the Board, has resulted in, or would result in if he were retained in his position with Live Nation, material injury to the reputation of Live Nation, including, without limitation, conviction of fraud, theft, embezzlement or a crime involving moral turpitude; (v) a repeated failure by the Employee to comply with a material term of this Agreement after written notice by Live Nation specifying the alleged failure; or (vi) a material violation by the Employee of Live Nation's employment policies. The Employee will be given 30 days to cure any of the Cause provisions set forth above that are susceptible to cure.

6. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered personally or sent by facsimile, e-mail or registered or certified mail, postage prepaid, addressed as follows (or if it is sent through any other method, as agreed upon by the parties):

If to Live Nation:

9348 Civic Center Drive
Beverly Hills, California 90210
Telephone: (310) 975-6875
Attention: Lori S. Lilly

If to the Employee:

to the Employee's most current home address on file with Live Nation's Human Resources Department, or to such other address as any party hereto may designate by notice to the other in accordance with this Section 6, and any such notice shall be deemed to have been given upon receipt.

7. CERTAIN TAX CONSIDERATIONS.

(a) Section 409A. To the fullest extent applicable, the compensation and benefits payable under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A in accordance with one or more of the exemptions available under the final Treasury Regulations promulgated under Section 409A (the "Treasury Regulations"). To the extent that any such compensation or benefit under this Agreement is or becomes subject to Section 409A due to a failure to qualify for an exemption from the definition of nonqualified deferred compensation in accordance with the Treasury Regulations, this Agreement is intended to comply with the applicable requirements of Section 409A with respect to the payment of such compensation or benefits. This Agreement shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent. Notwithstanding anything herein to the contrary, the Employee expressly agrees and acknowledges that in the event that any taxes are imposed under Section 409A in respect of any compensation or benefits payable to the Employee, whether in connection with a Separation from Service under this Agreement or otherwise, then (i) the payment of such taxes shall be solely the Employee's responsibility, (ii) neither Live Nation nor any of its past or present directors, officers, employees or agents shall have any liability for any such taxes and (iii) the Employee shall indemnify and hold harmless, to the greatest extent permitted under law, each of the foregoing from and against any claims or liabilities that may arise in respect of any such taxes.

(b) Section 280G.

(1) *Excess Parachute Payment Limitation*. Notwithstanding anything contained herein to the contrary, any payment or benefit received or to be received by the Employee in connection with a "change in control event" that would constitute a "parachute payment" (each within the meaning of Code Section 280G), whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with Live Nation (collectively, the "Total Payments"), shall be reduced to the least extent necessary, if any, so that no portion of the Total Payments shall be subject to the excise tax imposed by Code Section 4999, but only if, by reason of such reduction, the Net After-Tax Benefit (as defined below) received by the Employee as a result of such reduction will exceed the Net After-Tax Benefit that would have been received by the Employee if no such reduction was made. If excise taxes may apply to the Total Payments, the foregoing determination will be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Employee and reasonably acceptable to Live Nation. The Employee will direct the Accounting Firm to submit any such determinations and detailed supporting calculations to both the Employee and Live Nation at least 15 days prior to the payment of any amount that would, absent the reduction contemplated by this Section 7(b), constitute an "excess parachute payment" (within the meaning of Code Section 280G).

(2) *Order of Reduction*. If the Accounting Firm determines that a reduction in payments is required by this Section 7(b), first non-cash benefits that are not equity-related shall be reduced, then equity vesting acceleration and next new equity grants shall be reduced, followed by a reduction of cash payments, including, without limitation, the Severance, beginning with payments that would be made last in time, in all cases, (i) if and to the extent not already provided, accelerated, granted or paid, as applicable, prior to the date of such reduction, (ii) only to the least extent necessary so that no portion thereof shall be subject to the excise tax imposed by Code Section 4999, (iii) in a manner that results in the best economic benefit to the Employee and (iv) to the extent economically equivalent, in a pro rata manner, and Live Nation shall pay or provide such reduced amounts to the Employee in accordance with the applicable terms of the controlling agreement.

(3) *Cooperation*; *Expenses*. If applicable, Live Nation and the Employee will each provide the Accounting Firm, as reasonably requested by the Accounting Firm, access to and copies of any books, records and documents in their respective possessions, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 7(b). The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by this Section 7(b) will be borne by Live Nation.

(4) *Net After-Tax Benefit*. "Net After-Tax Benefit" means (i) the Total Payments that the Employee becomes entitled to receive from Live Nation which would constitute "parachute payments" within the meaning of Code Section 2800, less (ii) the amount of all federal, state and local income and employment taxes payable with respect to the Total Payments, calculated at the maximum applicable marginal income tax rate, less (iii) the amount of excise taxes imposed with respect to the Total Payments under Code Section 4999.

8. PARTIES BENEFITTED; ASSIGNMENT.

This Agreement shall be binding upon and for the benefit of the Employee and the Employee's successors, heirs, executors, administrators and other legal representatives, and upon Live Nation and its respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by the Employee, other than by will or by the laws of descent and distribution.

9. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict provisions or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Subject to Section 12 below, the Employee hereby expressly consents to the personal jurisdiction of the state and federal courts located in Los Angeles, California for any lawsuit arising from or relating to this Agreement.

10. LITIGATION AND REGULATORY MATTERS.

During and after the Term, the Employee will reasonably cooperate with Live Nation in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of Live Nation which relate to events or occurrences that transpired while the Employee was employed by Live Nation. The Employee's cooperation in connection with such claims or actions shall include, without limitation, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of Live Nation at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with Live Nation in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by Live Nation. If any such cooperation occurs after the Employee's termination of employment with Live Nation, then Live Nation shall reimburse the Employee for all reasonable costs and expenses incurred in connection with the Employee's performance under this Section 10.

11. INDEMNIFICATION AND INSURANCE; LEGAL EXPENSES.

Live Nation shall indemnify the Employee to the fullest extent permitted by law, in effect at the time of the subject act or omission, and shall advance to the Employee reasonable attorneys' fees and expenses as such fees and expenses are incurred (subject to an undertaking from the Employee to repay such advances if it shall be finally determined by a judicial decision which is not subject to further appeal that the Employee was not entitled to the reimbursement of such fees and expenses), and the Employee will be entitled to the protection of any insurance policies that Live Nation may elect to maintain generally for the benefit of its directors and officers against all costs, charges and expenses incurred or sustained by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer or employee of Live Nation or any of its subsidiaries, or his serving or having served any other enterprise as a director, officer or employee at the request of Live Nation (other than any dispute, claim or controversy arising under or relating to this Agreement). Live Nation covenants to maintain during the Employee's employment for the benefit of the Employee (in his capacity as an officer and/or director of Live Nation) directors' and officers' insurance providing benefits to the Employee no less favorable, taken as a whole, than the benefits provided to the other similarly-situated employees of Live Nation by the directors' and officers' insurance maintained by Live Nation on the date hereof; provided, however, that the Board may elect to terminate directors' and officers' insurance for all officers and directors, including the Employee, if the Board determines in good faith that such insurance is not available or is available only at unreasonable expense.

12. ARBITRATION.

The parties agree that, except as provided in 4(g) above, any dispute, controversy or claim, whether based on contract, tort, statute, discrimination, retaliation or otherwise, relating to, arising from or connected in any manner to this Agreement, or to any alleged breach of this Agreement, or arising out of or relating to the Employee's

employment or termination of employment, shall, upon the timely written request of either party be submitted to and resolved by binding arbitration. The Employee may only bring claims under this Agreement in his individual capacity and not as a plaintiff or class member in any purported class, collective or representative proceeding. Further, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class, collective or representative proceeding. The arbitration shall be conducted in Los Angeles, California. Any arbitration proceeding shall be conducted in accordance with the Employment Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services ("JAMS"), which can be found at http://www.jamsadr.com, a copy of which will be provided to the Employee upon the Employee's request. Unless otherwise agreed to by the parties in writing, the arbitration shall be conducted by one arbitrator who is a member of JAMS and who is selected pursuant to the methods set out in the Employment Arbitration Rules and Procedures of JAMS. Any claims received after the applicable/relevant statute of limitations period has passed shall be deemed null and void. The award of the arbitrator shall be a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, to enforce an arbitration award and to vacate an arbitration award. However, in actions seeking to vacate an award, the standard of review to be applied by said court to the arbitrator's findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.
Live Nation will pay the actual costs of arbitration excluding attorneys' fees, to the extent required by law. Each party will pay its own attorneys' fees and other costs incurred by their respective attorneys. The parties understand and agree that this Agreement constitutes a waiver of their right to a trial by jury of any claims or controversies covered by this Agreement or to participate in a class, collective or representative action. The parties agree that, to the fullest extent allowed by law, none of those claims or controversies shall be resolved by a jury trial or in a class, collective or representative action.

13. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE.

The Employee represents and warrants to Live Nation that: (i) the Employee is under no contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Employee's duties hereunder or the other rights of Live Nation hereunder; (ii) the Employee is under no physical or mental disability that would hinder the performance of the Employee's duties under this Agreement; and (iii) the Employee's execution of this Agreement and performance of the services under this Agreement will not violate any obligations that the Employee may have to any other or former employer, person or entity, including any obligations to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to becoming an employee of Live Nation. The Employee further represents, warrants and covenants that the Employee will not disclose to Live Nation, or use in connection with the Employee's activities as an employee of Live Nation, or induce Live Nation to use, any proprietary or confidential information or trade secrets of the Employee or any third party at any time, including, without limitation, any proprietary, confidential information or trade secrets of any former employer.

14. MISCELLANEOUS.

(a) Amendment. The terms of this Agreement may not be amended or modified other than by a written instrument executed by the parties hereto or their respective successors.

(b) Withholding. Live Nation shall withhold from any amounts payable under this Agreement all federal, state, local and/or foreign taxes, as Live Nation determines to be legally required pursuant to any applicable laws or regulations.

(c) No Waiver. Failure by either party hereto to insist upon strict compliance with any provision of this Agreement or to assert any right such party may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof or the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.

(e) Construction. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party by the rule of construction abovementioned.

(f) Assignment. This Agreement is binding on and for the benefit of the parties hereto and their respective successors, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by the Employee.

(g) Entire Agreement. As of the Effective Date, this Agreement constitutes the final, complete and exclusive agreement and understanding between Live Nation and the Employee with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, made to the Employee by Live Nation or any representative thereof, including, without limitation, that certain Employment Agreement by and between Live Nation and the Employee dated March 26, 2008, as amended.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(i) Captions. The captions of this Agreement are not part of the provisions hereof, but rather are included for convenience only and shall have no force or effect.

[Remainder of Page Intentionally Left Blank]

THE EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE (I) HAS BEEN ADVISED BY LIVE NATION TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS AGREEMENT AND HAS HAD THE OPPORTUNITY TO DO SO, (II) HAS READ AND UNDERSTANDS THIS AGREEMENT, (III) IS FULLY AWARE OF THE LEGAL EFFECT OF THIS AGREEMENT AND (IV) HAS ENTERED INTO IT FREELY BASED ON THE EMPLOYEE'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the Effective Date.

THE EMPLOYEE

Date: March 31, 2015

/s/ John M. Hopmans
John M. Hopmans

LIVE NATION ENTERTAINMENT, INC.

Date: March 31, 2015

By: /s/ Michael Rapino
Name: Michael Rapino
Title: President and Chief Executive Officer

EXHIBIT 10.2

FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "First Amendment") is effective January 1, 2019 (the "Effective Date") by and between Live Nation Worldwide, Inc., a Delaware corporation ("Live Nation"), and John M. Hopmans (the "Employee").

WHEREAS, the parties entered into an Employment Agreement dated January 1, 2015 (the "Original Agreement").

WHEREAS, the parties desire to amend the Original Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements included in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The first sentence of Section 1 ("**TERM OF EMPLOYMENT**") of the Original Agreement is hereby amended and restated in its entirety to read as follows:

"The Employee's term of employment will start on the Effective Date and ends on the close of business on March 31, 2019 (the "Term"), unless terminated earlier pursuant to the terms set forth in Section 5 below."

2. The Original Agreement is and shall continue to be in full force and effect, except as amended by this First Amendment, and except that all references in the Original Agreement to the "Agreement" or words of like import referring to the Original Agreement shall mean the Original Agreement as amended by this First Amendment. If there is conflict between this First Amendment and the Original Agreement, the terms of this First Amendment will prevail.

3. Any and all defined terms which are not explicitly defined herein shall have the meaning ascribed to them in the Original Agreement.

4. This First Amendment may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures appeared on the same physical document. This First Amendment may be signed and exchanged by electronic or facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties have duly executed and delivered this First Amendment effective as of the date first written above.

		THE EMPLOYEE
Date:	March 12, 2019	/s/ John M. Hopmans John M. Hopmans
		LIVE NATION WORLDWIDE, INC.
Date:	March 12, 2019	By: /s/ Kathy Willard Name: Kathy Willard Title: EVP and Chief Financial Officer

[Signature Page to First Amendment]

SECOND AMENDMENT
TO
EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Second Amendment") is effective January 1, 2019 (the "Effective Date") by and between Live Nation Worldwide, Inc., a Delaware corporation ("Live Nation"), and John M. Hopmans (the "Employee").

WHEREAS, the parties entered into an Employment Agreement dated January 1, 2015 and as amended by the First Amendment on January 1, 2019 (collectively, the "Original Agreement").

WHEREAS, the parties desire to amend the Original Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements included in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The first sentence of Section 1 ("**TERM OF EMPLOYMENT**") of the Original Agreement is hereby amended and restated in its entirety to read as follows:

"The Employee's term of employment will start on the Effective Date and ends on the close of business on December 31, 2023 (the "Term"), unless terminated earlier pursuant to the terms set forth in Section 5 below."

2. The following paragraph shall be added to the end of Section 3(f) ("<u>Equity Grants</u>") of the Original Agreement to read as follows:

"In connection with the negotiation and anticipated entering into of this Second Amendment, the Employee acknowledges that on February 25, 2019 he was granted (i) stock options to purchase 300,000 shares of Live Nation common stock and (ii) 25,000 restricted shares of Live Nation common stock."

3. The following sentence shall be added to the end of Section 4(a) ("<u>Live Nation Confidential Information</u>") of the Original Agreement to read as follows:

"Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, the Employee understands that he will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of confidential or trade secret information that (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

4. Section 15 shall be added to the end of the Original Agreement to read as follows:

"**15. MORALITY CLAUSE.**

The Employee shall not commit any act which a reasonable person would consider: (i) to be materially immoral, obscene or violative of Live Nation's published policies against harassment or discrimination; or (ii) to materially injure, tarnish, or damage the reputation and goodwill associated with Live Nation or any of its affiliates, subsidiaries or parent companies. Should the Employee violate this clause, it shall be deemed sufficient basis for a Cause termination under Section 5(d) above."

5. The Original Agreement is and shall continue to be in full force and effect, except as amended by this Second Amendment, and except that all references in the Original Agreement to the “Agreement” or words of like import referring to the Original Agreement shall mean the Original Agreement as amended by this Second Amendment. If there is conflict between this Second Amendment and the Original Agreement, the terms of this Second Amendment will prevail.

6. Any and all defined terms which are not explicitly defined herein shall have the meaning ascribed to them in the Original Agreement.

7. This Second Amendment may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures appeared on the same physical document. This Second Amendment may be signed and exchanged by electronic or facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Second Amendment effective as of the date first written above.

Date: March 15, 2019

/s/ John M. Hopmans
John M. Hopmans

LIVE NATION WORLDWIDE, INC.

Date: March 15, 2019

By: /s/ Kathy Willard
Name: Kathy Willard
Title: EVP and Chief Financial Officer

[Signature Page to Second Amendment]

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

CERTIFICATION

I, Michael Rapino, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Live Nation Entertainment, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2021

By: /s/ Michael Rapino

Michael Rapino
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

CERTIFICATION

I, Joe Berchtold, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Live Nation Entertainment, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 3, 2021

By: /s/ Joe Berchtold
Joe Berchtold
President and Chief Financial Officer

Exhibit 32.1

SECTION 1350 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

In connection with this Quarterly Report of Live Nation Entertainment, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael Rapino, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date:	August 3, 2021
By:	/s/ Michael Rapino
	Michael Rapino
	President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

SECTION 1350 CERTIFICATION OF CHIEF FINANCIAL OFFICER

In connection with this Quarterly Report of Live Nation Entertainment, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Joe Berchtold, President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date:	August 3, 2021
By:	/s/ Joe Berchtold
	Joe Berchtold
	President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.