

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

**Form 10-K**

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

For the fiscal year ended December 31, 2015,

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**

(State of Incorporation)

**20-3247759**

(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

Name of Each Exchange on which Registered

**Common Stock, \$.01 Par Value per Share;**

**Preferred Stock Purchase Rights**

**New York Stock Exchange**

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

**None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.  Yes  No

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 and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

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

On June 30, 2015, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the Common Stock beneficially held by non-affiliates of the registrant was approximately \$4.0 billion. (For purposes hereof, directors, executive officers and 10% or greater stockholders have been deemed affiliates).

On February 19, 2016, there were 202,459,646 outstanding shares of the registrant's common stock, \$0.01 par value per share, including 753,646 shares of unvested restricted stock awards and excluding 408,024 shares held in treasury.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of our Definitive Proxy Statement for the 2016 Annual Meeting of Stockholders, expected to be filed within 120 days of our fiscal year end, are incorporated by reference into Part III.

**LIVE NATION ENTERTAINMENT, INC.  
INDEX TO FORM 10-K**

	<b>Page</b>
<b>PART I</b>	
ITEM 1. <a href="#">BUSINESS</a>	<a href="#">2</a>
ITEM 1A. <a href="#">RISK FACTORS</a>	<a href="#">12</a>
ITEM 1B. <a href="#">UNRESOLVED STAFF COMMENTS</a>	<a href="#">24</a>
ITEM 2. <a href="#">PROPERTIES</a>	<a href="#">24</a>
ITEM 3. <a href="#">LEGAL PROCEEDINGS</a>	<a href="#">24</a>
<b>PART II</b>	
ITEM 5. <a href="#">MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES</a>	<a href="#">25</a>
ITEM 6. <a href="#">SELECTED FINANCIAL DATA</a>	<a href="#">26</a>
ITEM 7. <a href="#">MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</a>	<a href="#">26</a>
ITEM 7A. <a href="#">QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</a>	<a href="#">52</a>
ITEM 8. <a href="#">FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA</a>	<a href="#">53</a>
ITEM 9. <a href="#">CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE</a>	<a href="#">96</a>
ITEM 9A. <a href="#">CONTROLS AND PROCEDURES</a>	<a href="#">96</a>
ITEM 9B. <a href="#">OTHER INFORMATION</a>	<a href="#">98</a>
<b>PART III</b>	
ITEM 10. <a href="#">DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE</a>	<a href="#">98</a>
ITEM 11. <a href="#">EXECUTIVE COMPENSATION</a>	<a href="#">98</a>
ITEM 12. <a href="#">SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</a>	<a href="#">98</a>
ITEM 13. <a href="#">CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE</a>	<a href="#">98</a>
ITEM 14. <a href="#">PRINCIPAL ACCOUNTING FEES AND SERVICES</a>	<a href="#">98</a>
<b>PART IV</b>	
ITEM 15. <a href="#">EXHIBITS, FINANCIAL STATEMENT SCHEDULES</a>	<a href="#">99</a>

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**LIVE NATION ENTERTAINMENT, INC.**

**GLOSSARY OF KEY TERMS**

ADA	Americans with Disabilities Act of 1990
AOCI	Accumulated other comprehensive income (loss)
AOI	Adjusted operating income (loss)
Clear Channel	Clear Channel Communications, Inc.
Company	Live Nation Entertainment, Inc. and subsidiaries
DDA	United Kingdom's Disability Discrimination Act of 1995
FASB	Financial Accounting Standards Board
FTC	Federal Trade Commission
GAAP	United States Generally Accepted Accounting Principles
Liberty Media	Liberty Media Corporation
Live Nation	Live Nation Entertainment, Inc. and subsidiaries
SEC	United States Securities and Exchange Commission
Separation	The contribution and transfer by Clear Channel of substantially all of its entertainment assets and liabilities to Live Nation
VIE	Variable interest entity
Ticketmaster	For periods prior to May 6, 2010, Ticketmaster means Ticketmaster Entertainment LLC and its predecessor companies (including without limitation Ticketmaster Entertainment, Inc.); for periods on and after May 6, 2010, Ticketmaster means the Ticketmaster ticketing business of the Company

## PART I

“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.

### Special Note About Forward-Looking Statements

Certain statements contained in this Form 10-K (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 under Item 1A.—Risk Factors as well as other factors described herein or in our quarterly and other reports we file with the SEC (collectively, “cautionary statements”). Based upon changing conditions, should any one or more of these 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. We do not intend to update these forward-looking statements, except as required by applicable law.

## ITEM 1. BUSINESS

### Our Company

We believe that we are the largest live entertainment company in the world, connecting nearly 530 million fans across all of our platforms in approximately 37 countries in 2015.

We believe we are the largest producer of live music concerts in the world, based on total fans that attend Live Nation events as compared to events of other promoters, connecting more than 63 million fans to over 25,500 events for nearly 3,300 artists in 2015. Live Nation owns, operates, has exclusive booking rights for or has an equity interest in 167 venues, including *House of Blues*® music venues and prestigious locations such as *The Fillmore* in San Francisco, the Hollywood Palladium, the Ziggo Dome in Amsterdam and 3Arena in Ireland.

We believe we are the world’s leading live entertainment ticketing sales and marketing company, based on the number of tickets we sell. Ticketmaster provides ticket sales, ticket resale services and marketing and distribution globally through [www.ticketmaster.com](http://www.ticketmaster.com) and [www.livenation.com](http://www.livenation.com) and our other websites, numerous retail outlets and call centers and sold over 465 million tickets in 2015 through our systems. Ticketmaster serves more than 12,500 clients worldwide across multiple event categories, providing ticketing services for leading arenas, stadiums, professional sports franchises and leagues, college sports teams, performing arts venues, museums and theaters.

We believe we are one of the world’s leading artist management companies based on the number of artists represented. Our artist management companies manage musical artists and acts across all music genres. As of December 31, 2015, we had over 100 managers providing services to more than 350 artists.

We believe our global footprint is the world’s largest music advertising network for corporate brands and includes one of the world’s leading ecommerce websites, based on a comparison of gross sales of top internet retailers.

Our principal executive offices are located at 9348 Civic Center Drive, Beverly Hills, California 90210 (telephone: 310-867-7000). Our principal website is [www.livenationentertainment.com](http://www.livenationentertainment.com). Live Nation is listed on the New York Stock Exchange, trading under the symbol “LYV.”

### Our Strategy

Our strategy is to leverage our leadership position in live entertainment and our relationships with fans, venues, artists and advertisers to sell more tickets and grow our revenue, earnings and cash flow. We pay artists, venues and teams to secure content and tickets; we invest in technology to build innovative products which advance our ticketing, advertising and mobile platforms; and we are paid by sponsors and advertisers that want to connect their brands with our passionate fan base.

## [Table of Contents](#)

Our core businesses surrounding the promotion of live events include ticketing, sponsorship and advertising, and artist management. We believe our focus on growing these businesses will increase shareholder value as we continue to enhance our revenue streams and achieve economies of scale with our global platforms. We also continue to strengthen our core operations, further expanding into additional global markets and optimizing our cost structure. Our strategy is to grow and innovate through the initiatives listed below.

- *Expand our Concert Platform.* We will grow our fan base and increase our ticket sales by continuing to build our portfolio of festivals globally, expanding our business into select additional top global music markets, and further building our presence in existing markets. We will also grow our onsite fan monetization through improved onsite products and services.
- *Sell More Tickets and Invest in Product Improvements.* We are focused on selling tickets through a wide set of sales channels, including mobile and online, and leveraging our extensive fan database to better reach consumers. We will continue to invest in our ticketing platforms and develop innovative products to build fan traffic to our sales channels and drive increased ticket sales.
- *Grow Secondary Ticket Volume.* We will continue to grow the volume of secondary tickets sold in partnership with content owners through a trusted environment for fan ticket exchanges. Globally, we will expand the availability of secondary tickets, allowing our fans to have a dependable, secure destination for ticket acquisition for all events.
- *Grow Sponsorship and Advertising.* Our goal is to continue to drive growth in this area and capture a larger share of the music sponsorship market. We will focus on expanding existing partnerships and developing new relationships with corporate sponsors to provide them with targeted strategic programs through our unique relationship with fans and artists, our network of venues and our extensive ticketing operations and online and mobile presence.
- *Drive Artist Management through our Other Core Businesses.* We believe that effective artist management provides further connections to our concert platform, supporting its growth. By delivering strong and consistent services to our artist managers and their clients, we believe we can continue to build our market share in both artist management and concert promotion.

### **Our Assets**

We believe we have a unique portfolio of assets that is unmatched in the live entertainment industry.

- *Fans.* During 2015, we connected nearly 530 million fans to their favorite live event. Our database of fans and their interests provides us with the means to efficiently market our shows to them as well as to offer other music-related products and services. This fan database is an invaluable asset that we are able to use to provide unique services to our artists and corporate clients.
- *Artists.* We have extensive relationships with artists ranging from those just beginning their careers to established superstars. In 2015, we promoted shows or tours for nearly 3,300 artists globally. In addition, through our artist management companies, we manage more than 350 artists. We believe our artist relationships are a competitive advantage and will help us pursue our strategy to develop additional ancillary revenue streams around the ticket purchase, the live event and the artists themselves.
- *Online Services and Ticketing.* We own and operate various branded websites, both in the United States and abroad, which are customized to reflect services offered in each jurisdiction. Our primary online websites, [www.livenation.com](http://www.livenation.com) and [www.ticketmaster.com](http://www.ticketmaster.com), together with our other branded ticketing websites, are designed to promote ticket sales for live events and to disseminate event and related merchandise information online. Fans can access [www.livenation.com](http://www.livenation.com) and [www.ticketmaster.com](http://www.ticketmaster.com) and our other websites directly, from affiliated websites and through numerous direct links from online advertising and event profiles hosted by approved third-party websites. We also have both Live Nation and Ticketmaster mobile apps that our fans can use to access event information and buy tickets.
- *Distribution Network.* We believe that our global distribution network of promoters, venues and festivals provides us with a strong position in the live concert industry. We believe we have one of the largest global networks of live entertainment businesses in the world, with offices in 32 countries worldwide. In addition, we own, operate, have exclusive booking rights for, or have an equity interest in 167 venues located across seven countries as of the end of 2015, making us, we believe, the second largest operator of music venues in the world. We also believe that we are one of the largest music festival producers in the world with 74 festivals globally. In addition, we believe that our global ticketing distribution network, with one of the largest ecommerce sites on the internet, approximately 6,700 sales outlets and 17 call centers serving more than 12,500 clients worldwide, makes us the largest ticketing network in the world.
- *Sponsors.* We employ a sales force of over 300 people that worked with approximately 900 sponsors during 2015, through a combination of local venue-related deals and national deals, both in North America and internationally. Our

## [Table of Contents](#)

sponsors include some of the most well-recognized national and global brands including Citi, American Express, Carlsberg, O<sub>2</sub>, Anheuser-Busch, Hilton and Pepsi (each of these brands is a registered trademark of the sponsor).

- *Employees.* At December 31, 2015, we employed approximately 7,700 full-time employees who are dedicated to providing first-class service to our artists, fans, ticketing clients, advertisers and corporate sponsors. Many of our employees have decades of experience in promoting and producing live concerts, ticketing operations, sales and marketing, artist management and venue management.

### **Our History**

We were incorporated in Delaware on August 2, 2005 in preparation for the contribution and transfer by Clear Channel of substantially all of its entertainment assets and liabilities to us. We completed the Separation on December 21, 2005, and became a publicly traded company on the New York Stock Exchange trading under the symbol “LYV.”

On January 25, 2010, we merged with Ticketmaster and it became a wholly-owned subsidiary of Live Nation. Effective with the merger, Live Nation, Inc. changed its name to Live Nation Entertainment, Inc.

### **Our Industry**

We operate in five main industries within the live entertainment business; live music events, venue operations, ticketing services, artist management and services, and sponsorship and advertising sales.

The live music industry includes concert promotion and/or production of music events or tours. Typically, to initiate live music events or tours, booking agents contract with artists to represent them for defined periods. Booking agents then contact promoters, who will contract with them or with artists, to arrange events. Booking agents generally receive fixed or percentage fees from artists for their services. Promoters earn revenue primarily from the sale of tickets. Artists are paid by the promoter under one of several different formulas, which may include fixed guarantees and/or a percentage of ticket sales or event profits. In addition, promoters may also reimburse artists for certain costs of production, such as sound and lights. Under guaranteed payment formulas, promoters assume the risks of unprofitable events. Promoters may renegotiate lower guarantees or cancel events because of insufficient ticket sales in order to reduce their losses. Promoters can also reduce the risk of losses by entering into global or national touring agreements with artists and including the right to offset lower performing shows against higher performing shows on the tour in the determination of overall artist fees.

For music tours, two to nine months typically elapse between initially booking artists and the first performances. Promoters, in conjunction with artists, managers and booking agents, set ticket prices and advertise events. Promoters market events, sell tickets, rent or otherwise provide venues and arrange for local production services, such as stages and equipment.

Venue operators typically contract with promoters to have their venues rented for specific events on specific dates and receive fixed fees or percentages of ticket sales as rental income. In addition, venue operators provide services such as concessions, parking, security, ushering and ticket-taking, and receive some or all of the revenue from concessions, merchandise, venue sponsorships, parking and premium seating.

Ticketing services include the sale of tickets primarily through online and mobile channels but also through phone, outlet and box office channels. Ticketing companies will contract with venues and/or promoters to sell tickets to events over a period of time, generally three to five years. The ticketing company does not set ticket prices or seating charts for events as this information is given to them by the venue and/or promoter in charge of the event. The ticketing company generally gets paid a fixed fee per ticket sold or a percentage of the total ticket service charges. Venues will often also sell tickets through a local box office at the venue using the ticketing company’s technology. The ticketing company will generally not earn a fee on these box office tickets. The ticketing company receives the cash for the ticket sales and related service charges at the time the ticket is sold and periodically remits these receipts to the venue and/or promoter after deducting its fee.

Ticketing resale services refers to the sale of tickets by a holder who originally purchased the tickets from a venue, promoter or other entity, or a ticketing services provider selling on behalf of a venue, promoter or other entity. Resale tickets are also referred to as secondary tickets. Generally, the ticket reseller is paid a service charge when the ticket is resold and the negotiated ticket value is paid to the holder.

Artist managers primarily provide services to music recording artists to manage their careers. The artist manager negotiates on behalf of the artist and is paid a fee, generally as a percentage of the artist’s earnings. Artist services creates and sells merchandise for music artists at live performances, to retailers and directly to consumers via the internet, and also connects artists to corporate clients for events, and generally are paid a percentage of the artist’s earnings.

The sponsorship and advertising industry within the live entertainment business involves the sale of international, national, regional and local advertising campaigns and promotional programs to a variety of companies to advertise or promote their brand or product. The advertising campaigns typically include venue naming rights, on-site venue signage, online advertisements and exclusive partner rights in various categories such as beverage, hotel and telecommunications. These

promotional programs may include event pre-sales and on-site product activation. In addition, online channels offering live streaming and music-related original content provide opportunities for advertisers to connect their brands directly with fans and artists.

## **Our Business**

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

*Concerts.* Our Concerts segment principally involves the global promotion of live music events in our owned or operated venues and in rented third-party venues, the operation and management of music venues, the production of music festivals across the world and the creation of associated content. During 2015, our Concerts business generated approximately \$5.0 billion, or 68.5%, of our total revenue. We promoted over 25,500 live music events in 2015, including artists such as U2, Fleetwood Mac, AC/DC, One Direction, Maroon 5 and Luke Bryan and through festivals such as Electric Daisy Carnival, Rock Werchter, Austin City Limits, Lollapalooza and Bonnaroo. While our Concerts segment operates year-round, we generally experience higher revenue during the second and third quarters due to the seasonal nature of shows at our outdoor amphitheaters and festivals, which primarily occur from May through October.

As a promoter, we earn revenue primarily from the sale of tickets and pay artists under one of several formulas, including a fixed guaranteed amount and/or a percentage of ticket sales or event profits. For each event, we either use a venue we own or operate, or rent a third-party venue. Revenue is generally impacted by the number of events, volume of ticket sales and ticket prices. Event costs such as artist fees and production service expenses are included in direct operating expenses and are typically substantial in relation to the revenue. As a result, significant increases or decreases in promotion revenue do not typically result in comparable changes to operating income.

As a venue operator, we generate revenue primarily from the sale of concessions, parking, premium seating, rental income, venue sponsorships and ticket rebates or service charges earned on tickets sold through our internal ticketing operations or by third parties under ticketing agreements. In our amphitheaters, the sale of concessions is outsourced and we receive a share of the net revenue from the concessionaire, which is recorded in revenue with no significant associated direct operating expenses. Revenue generated from venue operations typically has a higher margin than promotion revenue and therefore typically has a more direct relationship to changes in operating income.

As a festival promoter, we typically book artists, secure festival sites, provide for third-party production services, sell tickets and advertise events to attract fans. We also provide or arrange for third parties to provide operational services as needed such as concessions, merchandising and security. We earn revenue from the sale of tickets and typically pay artists a fixed guaranteed amount. We also earn revenue from the sale of concessions, camping fees, festival sponsorships and ticket rebates or service charges earned on tickets sold. For each event, we either use a festival site we own or rent a third-party festival site. Revenue is generally impacted by the number of events, volume of ticket sales and ticket prices. Event costs such as artist fees and production service expenses are included in direct operating expenses and are typically substantial in relation to the revenue. Since the artist fees are typically fixed guarantees for these events, significant increases or decreases in festival promotion revenue will generally result in comparable changes to operating income.

*Ticketing.* Our Ticketing segment is primarily an agency business that sells tickets for events on behalf of our clients and retains a fee, or “service charge”, for these services. We sell tickets for our events and also for third-party clients across multiple live event categories, providing ticketing services for leading arenas, stadiums, amphitheaters, music clubs, concert promoters, professional sports franchises and leagues, college sports teams, performing arts venues, museums and theaters. We sell tickets through websites, mobile apps, ticket outlets and telephone call centers. During the year ended December 31, 2015, we sold 69%, 21%, 7% and 3% of primary tickets through these channels, respectively. Our Ticketing segment also manages our online activities including enhancements to our websites and bundled product offerings. During 2015, our Ticketing business generated approximately \$1.6 billion, or 22.6%, of our total revenue, which excludes the face value of tickets sold. Through all of our ticketing services, we sold 160 million tickets in 2015 on which we were paid fees for our services. In addition, approximately 297 million tickets in total were sold using our Ticketmaster systems, through season seat packages and our venue clients’ box offices, for which we do not receive a fee. Our ticketing sales are impacted by fluctuations in the availability of events for sale to the public, which may vary depending upon event scheduling by our clients. As ticket sales increase, related ticketing operating income generally increases as well.

We sell tickets on behalf of our clients through our ticketing platforms across the world. We generally enter into written agreements with individual clients to provide primary ticketing services for specified multi-year periods, typically ranging from three to five years. Pursuant to these agreements, clients generally determine and then tell us what tickets will be available for sale, when such tickets will go on sale to the public and what the ticket price will be. Agreements with venue clients generally grant us the right to sell tickets for all events presented at the relevant venue for which tickets are made available to the general public. Agreements with promoter clients generally grant us the right to sell tickets for all events presented by a given promoter at any venue, unless that venue is already covered by an existing exclusive agreement with our ticketing business or another ticketing service provider. Where we have exclusive contracts, clients may not utilize, authorize or promote the services of

third-party ticketing companies or technologies while under contract with us. While we generally have the right to sell a substantial portion of our clients' tickets, venue and promoter clients often sell and distribute group sales and season tickets in-house. In addition, under many written agreements between promoters and our clients, the client often allocates certain tickets for artist, promoter, agent and venue use and does not make those tickets available for sale by us. We also generally allow clients to make a certain limited number of tickets available for sale through fan clubs, or other similar arrangements, from which we generally derive no revenue unless selected by the club to facilitate the sales. As a result, we do not sell all of our clients' tickets and the amount of tickets that we sell varies from client to client and from event to event, and varies as to any single client from year to year.

We currently offer ticket resale services, sometimes referred to as secondary ticketing, primarily through our integrated inventory platform, league/team platforms and other platforms internationally. We enter into arrangements with ticket resellers to post their ticket inventory for sale at a purchase price equal to a ticket resale price, determined by the ticket reseller, plus a pre-determined service fee to the buyer. We remit the ticket resale price to the ticket resellers less a predetermined service fee to the seller. In addition to enabling premium primary ticket sales, certain services allow consumers to resell and purchase tickets online or via mobile devices for certain events for our venue clients who elect to participate in the service. Sellers and buyers each pay a fee that has been negotiated with the relevant client, a portion of which may be shared with the client.

*Artist Nation.* Our Artist Nation segment primarily provides management services to music artists and other clients in exchange for a commission on the earnings of these artists. Our Artist Nation segment also creates and sells merchandise for music artists at live performances, to retailers and directly to consumers via the internet. During 2015, our Artist Nation business generated approximately \$434 million, or 6.0%, of our total revenue. Revenue earned from our Artist Nation segment is impacted to a large degree by the touring schedules of the artists we represent and generally we experience higher revenue during the second and third quarters as the period from May through October tends to be a popular time for touring events.

*Sponsorship & Advertising.* Our Sponsorship & Advertising segment employs a sales force that creates and maintains relationships with sponsors through a combination of strategic, international, national and local opportunities that allow businesses to reach customers through our concerts, venue, artist relationship and ticketing assets, including advertising on our websites. We drive increased advertising scale to further monetize our concerts platform through rich media offerings including advertising associated with live streaming and music-related original content. We work with our corporate clients to help create marketing programs that drive their business goals and connect their brands directly with fans and artists. We also develop, book and produce custom events or programs for our clients' specific brands which are typically experienced exclusively by the clients' consumers. These custom events can involve live music events with talent and media, using both online and traditional outlets. During 2015, our Sponsorship & Advertising business generated approximately \$334 million, or 4.6%, of our total revenue. We typically experience higher revenue in the second and third quarters as a large portion of sponsorships are typically associated with our outdoor venues and festivals which are primarily used in or occur from May through October.

We believe that we have a unique opportunity to connect the music fan to corporate sponsors and therefore seek to optimize this relationship through strategic sponsorship programs. We continue to also pursue the sale of national and local sponsorships, both domestically and internationally, and placement of advertising, including signage, online advertising and promotional programs. Many of our venues have venue naming rights sponsorship programs. We believe national and international sponsorships allow us to maximize our network of venues and to arrange multi-venue branding opportunities for advertisers. Our local and venue-focused sponsorships include venue signage, promotional programs, on-site activation, hospitality and tickets, and are derived from a variety of companies across various industry categories.

#### **Live Nation Venue Details**

In the live entertainment industry, venue types generally consist of:

- *Stadiums*—Stadiums are multi-purpose facilities, often housing local sports teams. Stadiums typically have 30,000 or more seats. Although they are the largest venues available for live music, they are not specifically designed for live music.
- *Amphitheaters*—Amphitheaters are generally outdoor venues with between 5,000 and 30,000 seats that are used primarily in the summer season. We believe they are popular because they are designed specifically for concert events, with premium seat packages and better lines of sight and acoustics.
- *Arenas*—Arenas are indoor venues that are used as multi-purpose facilities, often housing local sports teams. Arenas typically have between 5,000 and 20,000 seats. Because they are indoors, they are able to offer amenities that other similar-sized outdoor venues cannot, such as luxury suites and premium club memberships. As a result, we believe they are popular for higher-priced concerts aimed at audiences willing to pay for these amenities.
- *Theaters*—Theaters are indoor venues that are built primarily for music events, but may include theatrical performances. These venues typically have a capacity of between 1,000 and 6,500. Because these venues have a smaller capacity than an amphitheater, they do not offer as much economic upside on a per show basis. However,

## [Table of Contents](#)

because theaters can be used year-round, unlike most amphitheaters, they can generate annual profits similar to those of an amphitheater. Theaters represent less risk to concert promoters because they have lower fixed costs associated with hosting a concert and may provide a more appropriately-sized venue for developing artists and more artists in general.

- *Clubs*—Clubs are indoor venues that are built primarily for music events, but may also include comedy clubs. These venues typically have a capacity of less than 1,000 and often without full fixed seating. Because of their small size, they do not offer as much economic upside, but they also represent less risk to a concert promoter because they have lower fixed costs associated with hosting a concert and also may provide a more appropriately-sized venue for developing artists. Clubs can also be used year-round and can therefore generate higher profits for the year, even though per show profits are lower.
- *House of Blues*—House of Blues venues are our branded indoor venues that can offer customers an integrated live music and dining experience. The live music halls are specially designed to provide optimum acoustics and typically can accommodate between 1,000 to 2,000 guests. A full-service restaurant and bar is often located adjacent to the live music hall. We believe that the high quality of the food, service and unique atmosphere in our restaurants attracts customers to these venues independently from an entertainment event and generates a significant amount of repeat business from local customers.
- *Festival Sites*—Festival sites are outdoor locations used primarily in the summer season to stage large single-day or multi-day concert events featuring several artists on multiple stages. Depending on the location, festival site capacities can range from 10,000 to over 100,000 per day. We believe they are popular because of the value provided to the fan by packaging several artists together for an event. While festival sites only host a few events each year, they can provide higher operating income because we are able to generate income from many different services provided at the event and they have lower costs associated with producing the event and maintaining the site.

The following table summarizes the number of venues by type that we owned, leased, operated, had exclusive booking rights for or had an equity interest in as of December 31, 2015:

Venue Type	Capacity	Owned	Leased	Operated	Exclusive Booking Rights	Equity Interest	Total
Stadium	More than 30,000	—	—	—	1	—	1
Amphitheater	5,000 - 30,000	8	27	7	10	—	52
Arena	5,000 - 20,000	1	4	3	2	—	10
Theater	1,000 - 6,500	7	34	5	14	1	61
Club	Less than 1,000	3	13	1	10	—	27
House of Blues	1,000 - 2,000	2	9	—	—	—	11
Festival Site	N/A	3	2	—	—	—	5
Total venues in operation		24	89	16	37	1	167
Venues currently under construction		—	3	—	—	—	3
Venues not currently in operation		2	3	—	—	—	5
Total venues in operation by location:							
North America		17	65	11	37	1	131
International		7	24	5	—	—	36

### Competition

Competition in the live entertainment industry is intense. We believe that we compete primarily on the basis of our ability to deliver quality music events, sell tickets and provide enhanced fan and artist experiences. We believe that our primary strengths include:

- the quality of service delivered to our artists, fans, ticketing clients and corporate sponsors;
- our track record in promoting and producing live music events and tours both domestically and internationally;
- artist relationships;

## [Table of Contents](#)

- our global footprint;
- ticketing software and services;
- our ecommerce site and associated database;
- distribution platform (venues);
- the scope and effectiveness in our expertise of advertising and sponsorship programs; and
- our financial stability.

Although we believe that our products and services currently compete favorably with respect to such factors, we cannot provide any assurance that we can maintain our competitive position against current and potential competitors, especially those with significantly greater brand recognition, or financial, marketing, support, technical and other resources.

In the markets in which we promote music concerts, we face competition from both promoters and venue operators. We believe that barriers to entry into the promotion services business are low and that certain local promoters are increasingly expanding the geographic scope of their operations.

Some of our competitors in the live music industry are Anschutz Entertainment Group, or AEG, Another Planet Entertainment, Jam Productions, Ltd., Bowery Presents, I.M.P. and SFX Entertainment, in addition to numerous smaller regional companies and various casinos and venues in North America, Europe, Asia, and Australia. AEG operates under a number of different names including AEG Live, Concerts West, Goldenvoice and The Messina Group. Some of our competitors in the live music industry have a stronger presence in certain markets, have access to other sports and entertainment venues and may have greater financial resources in those markets, which may enable them to gain a greater competitive advantage in relation to us.

In markets where we own or operate a venue, we compete with other venues to serve artists likely to perform in that general region. Consequently, touring artists have various alternatives to our venues when scheduling tours. Our main competitors in venue management include SMG, AEG, The Madison Square Garden Company and The Nederlander Organization, in addition to numerous smaller regional companies in North America and Europe. Some of our competitors in venue management have a greater number of venues in certain markets and may have greater financial resources in those markets.

The ticketing services industry includes the sale of tickets primarily through online and mobile channels, but also through telephone and ticket outlets. As online and mobile ticket purchases increase, related ticketing costs generally decrease, which has made it easier for technology-based companies to offer primary ticketing services and standalone, automated ticketing systems that enable venues to perform their own ticketing services or utilize self-ticketing systems. In the online environment, we compete with other websites, online event sites and ticketing companies to provide event information, sell tickets and provide other online services such as fan clubs and artist websites.

We experience competition from other national, regional and local primary ticketing service providers to secure new venues and to reach fans for events. Resale, or secondary, ticketing services and the consolidation of the resale industry, which historically had been more fragmented and consisted of a significant number of local resellers with limited inventory selling through traditional storefronts, has created more aggressive buying of primary tickets whereby certain brokers are using automated internet “bot” technology to attempt to buy the best tickets when they go on sale despite prohibition on such actions. The internet allows fans and other ticket resellers to reach a vastly larger audience through the aggregation of inventory on online resale websites and marketplaces, and provides consumers with more convenient access to tickets for a larger number and greater variety of events. We also face significant and increasing competition from companies that sell self-ticketing systems, as well as from venues that choose to integrate self-ticketing systems into their existing operations or acquire primary ticketing service providers. Our main competitors include primary ticketing companies such as Tickets.com, AXS, Paciolan, Inc. and CTS Eventim AG, online and event companies such as Eventbrite, eTix and Ticketfly and secondary ticketing companies such as StubHub.

In the artist management business, we compete with other artist managers both at larger talent representation companies, such as Red Light Management, as well as smaller artist management companies and individuals. In the artist services business, we compete with companies typically only involved in one or a few of the services we provide. Some of these competitors include Bravado, Artist Arena and Global Merchandising Services.

Our main competitors at the local market level for sponsorships and advertising dollars include local sports teams, which often offer state-of-the-art venues and strong local media packages, as well as festivals, theme parks and other local events. On the national level, our competitors include the major sports leagues that sell sponsorships combined with significant national media packages.

## Government Regulations

We are subject to federal, state and local laws, both domestically and internationally, governing matters such as:

- construction, renovation and operation of our venues;
- licensing, permitting and zoning, including noise ordinances;
- human health, safety and sanitation requirements;
- the service of food and alcoholic beverages;
- working conditions, labor, minimum wage and hour, citizenship and employment laws;
- compliance with the ADA and the DDA;
- historic landmark rules;
- compliance with United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and similar regulations in other countries;
- hazardous and non-hazardous waste and other environmental protection laws;
- sales and other taxes and withholding of taxes;
- privacy laws and protection of personally identifiable information;
- marketing activities via the telephone and online; and
- primary ticketing and ticket resale services.

We believe that we are in material compliance with these laws. The regulations relating to our food service in our venues are many and complex. A variety of regulations at various governmental levels relating to the handling, preparation and serving of food, the cleanliness of food production facilities and the hygiene of food-handling personnel are enforced primarily at the local public health department level.

We also must comply with applicable licensing laws, as well as state and local service laws, commonly called dram shop statutes. Dram shop statutes generally prohibit serving alcoholic beverages to certain persons such as an individual who is intoxicated or a minor. If we violate dram shop laws, we may be liable to third parties for the acts of the customer. Although we generally hire outside vendors to provide these services at our larger operated venues and regularly sponsor training programs designed to minimize the likelihood of such a situation, we cannot guarantee that intoxicated or minor customers will not be served or that liability for their acts will not be imposed on us.

We are also required to comply with the ADA, the DDA and certain state statutes and local ordinances that, among other things, require that places of public accommodation, including both existing and newly-constructed venues, be accessible to customers with disabilities. The ADA and the DDA require that venues be constructed to permit persons with disabilities full use of a live entertainment venue. The ADA and the DDA may also require that certain modifications be made to existing venues to make them accessible to customers and employees who are disabled. In order to comply with the ADA, the DDA and other similar ordinances, we may face substantial capital expenditures in the future.

We are required to comply with the laws of the countries in which we operate and also the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010 regarding anti-bribery regulations. These regulations make it illegal for us to pay, promise to pay or receive money or anything of value to, or from, any government or foreign public official for the purpose of directly or indirectly obtaining or retaining business. This ban on illegal payments and bribes also applies to agents or intermediaries who use funds for purposes prohibited by the statute.

We are required to comply with federal, state and international laws regarding privacy and the storing, sharing, use, disclosure and protection of personally identifiable information and user data, an area that is increasingly subject to legislation and regulations in numerous jurisdictions around the world.

From time to time, governmental bodies have proposed legislation that could have an effect on our business. For example, some legislatures have proposed laws in the past that would impose potential liability on us and other promoters and producers of live music events for entertainment taxes and for incidents that occur at our events, particularly relating to drugs and alcohol. More recently, some jurisdictions have proposed legislation that would restrict ticketing methods or mandate ticket inventory disclosure.

In addition, we and our venues are subject to extensive environmental laws and regulations relating to the use, storage, disposal, emission and release of hazardous and non-hazardous substances, as well as zoning and noise level restrictions which may affect, among other things, the hours of operations of and the type of events we can produce at our venues.



## Intellectual Property

We create, own and distribute intellectual property worldwide. It is our practice to protect our trademarks, brands, copyrights, patents and other original and acquired works, ancillary goods and services. Our trademarks include, among others, the marks “Live Nation,” “Ticketmaster,” “House of Blues” and “The Fillmore,” and their corresponding logos. We have registered many of our trademarks in numerous foreign countries. We believe that our trademarks and other proprietary rights have significant value and are important to our brand-building efforts and the marketing of our services. We cannot predict, however, whether steps taken by us to protect our proprietary rights will be adequate to prevent misappropriation of these rights.

## Employees

As of December 31, 2015, we had approximately 7,700 full-time employees, including 5,000 in North America and 2,700 international employees, of which approximately 7,500 were employed in our operations departments and approximately 200 were employed in our corporate group.

Our staffing needs vary significantly throughout the year. Therefore, we also employ part-time and/or seasonal employees, primarily for our live music venues and festivals. As of December 31, 2015, we employed approximately 9,000 seasonal and/or part-time employees and during peak seasonal periods, particularly in the summer months, we employed as many as 19,300 seasonal employees in 2015. The stagehands at some of our venues and other employees are subject to collective bargaining agreements. Our union agreements typically have a term of three years and thus regularly expire and require negotiation in the course of our business. We believe that we enjoy good relations with our employees and other unionized labor involved in our events, and there have been no significant work stoppages in the past three years. Upon the expiration of any of our collective bargaining agreements, however, we may be unable to renegotiate on terms favorable to us, and our business operations at one or more of our facilities may be interrupted as a result of labor disputes or difficulties and delays in the process of renegotiating our collective bargaining agreements. In addition, our business operations at one or more of our facilities may also be interrupted as a result of labor disputes by outside unions attempting to unionize a venue even though we do not have unionized labor at that venue currently. A work stoppage at one or more of our owned or operated venues or at our promoted events could have a material adverse effect on our business, results of operations and financial condition. We cannot predict the effect that a potential work stoppage will have on our results of operations.

## Executive Officers

Set forth below are the names, ages and current positions of our executive officers and other significant employees as of February 19, 2016.

Name	Age	Position
Michael Rapino	50	President, Chief Executive Officer and Director
Ron Bension	61	President–HOB Entertainment
Joe Berchtold	51	Chief Operating Officer
Mark Campana	58	Co-President–North America Concerts
Brian Capo	49	Chief Accounting Officer
Arthur Fogel	62	Chairman–Global Music and President–Global Touring
John Hopmans	57	Executive Vice President–Mergers and Acquisitions and Strategic Finance
John Reid	54	President–Live Nation Europe Concerts
Alan Ridgeway	49	President–International and Emerging Markets
Bob Roux	58	Co-President–North America Concerts
Michael Rowles	50	General Counsel and Secretary
Jared Smith	38	President–Ticketmaster North America
Russell Wallach	50	President–Sponsorships
Kathy Willard	49	Chief Financial Officer
Mark Yovich	41	President–Ticketmaster International
Jordan Zachary	33	Chief Strategy Officer
David Zedeck	51	President–Global Talent and Artist Development

*Michael Rapino* is our President and Chief Executive Officer and has served in this capacity since August 2005. He has also served on our board of directors since December 2005. Mr. Rapino has worked for us or our predecessors since 1999.

## [Table of Contents](#)

*Ron Bension* is President of our HOB Entertainment division and has served in this capacity since November 2010. Prior to that, Mr. Bension served as Chief Executive Officer for TicketsNow, a division of Ticketmaster, since joining us in January 2010.

*Joe Berchtold* is our Chief Operating Officer and has served in this capacity since joining us in April 2011. Prior to that, Mr. Berchtold was at Technicolor, where he was most recently President of Technicolor Creative Services, after joining them in 2003.

*Mark Campana* is Co-President of our North America Concerts division and has served in this capacity since October 2010. Prior to that, Mr. Campana served as President of our Midwest Region in North America Concerts. Mr. Campana has worked for us or our predecessors since 1980.

*Brian Capo* is our Chief Accounting Officer and has served in this capacity since joining us in December 2007.

*Arthur Fogel* is the Chairman of our Global Music group and President of our Global Touring division and has served in this capacity since 2005. Mr. Fogel has worked for us or our predecessors since 1999.

*John Hopmans* is our Executive Vice President of Mergers and Acquisitions and Strategic Finance and has served in this capacity since joining us in April 2008.

*John Reid* is President of our Europe Concerts division and has served in that capacity since joining us in January 2012. Prior to that, Mr. Reid was the Chief Executive Officer of Warner Music Europe and International Marketing from November 2010 to December 2011.

*Alan Ridgeway* is President of our International and Emerging Markets division and has served in this capacity since November 2011. Prior to that, Mr. Ridgeway was Chief Executive Officer of our International division from September 2007 to October 2011. Mr. Ridgeway has worked for us or our predecessors since 2002.

*Bob Roux* is Co-President of our North America Concerts division and has served in this capacity since October 2010. Prior to that, Mr. Roux served as President of our Southwest Region in North America Concerts. Mr. Roux has worked for us or our predecessors since 1990.

*Michael Rowles* is our General Counsel and has served in this capacity since joining us in March 2006 and as our Secretary since May 2007.

*Jared Smith* is President of Ticketmaster's North America division and has served in this capacity since May 2013. Prior to that, Mr. Smith served as Ticketmaster's Chief Operating Officer from May 2010 to April 2013 and has worked for us or our predecessors since 2003.

*Russell Wallach* is President of our Sponsorships division and has served in this capacity since July 2006. Mr. Wallach has worked for us or our predecessors since 1996.

*Kathy Willard* is our Chief Financial Officer and has served in this capacity since September 2007. Ms. Willard has worked for us or our predecessors since 1998.

*Mark Yovich* is President of Ticketmaster's International division and has served in this capacity since November 2011. Prior to that, Mr. Yovich served as Executive Vice President and General Manager of our International eCommerce division from January 2010 to October 2011. Mr. Yovich has worked for us or our predecessors since 2000.

*Jordan Zachary* is our Chief Strategy Officer and has served in this capacity since joining us in April 2015. Prior to that, Mr. Zachary was most recently a Managing Director of The Raine Group, after joining them in 2009.

*David Zedeck* is President of Global Talent and Artist Development for our Concerts group and has served in this capacity since joining us in July 2013. Prior to that, Mr. Zedeck was a music agent, most recently spending eight years at Creative Artists Agency.

### **Available Information**

We are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any materials we have filed with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our filings with the SEC are also available to the public through the SEC's website at [www.sec.gov](http://www.sec.gov).

You can find more information about us online at our investor relations website located at [investors.livenationentertainment.com](http://investors.livenationentertainment.com). Our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K and any amendments to those reports are available free of charge on our website as soon as reasonably practicable after we electronically file such material with the SEC. The information posted on or accessible through our website is not incorporated into this annual report on Form 10-K.

## ITEM 1A. RISK FACTORS

*You should carefully consider each of the following risks and all of the other information set forth in this Annual Report. The following risks relate principally to our business and operations, our leverage and our common stock. If any of the risks and uncertainties develop into actual events, this could have a material adverse effect on our business, financial condition or results of operations. In that case, the trading price of our common stock could decline.*

### **Risks Relating to Our Business and Operations**

***Our business is highly sensitive to public tastes and is dependent on our ability to secure popular artists and other live music events, and we and our ticketing clients may be unable to anticipate or respond to changes in consumer preferences, which may result in decreased demand for our services.***

Our business is highly sensitive to rapidly changing public tastes and is dependent on the availability of popular artists and events. Our live entertainment business depends in part on our ability to anticipate the tastes of consumers and to offer events that appeal to them. Since we rely on unrelated parties to create and perform at live music events, any unwillingness to tour or lack of availability of popular artists could limit our ability to generate revenue. In particular, there are a limited number of artists that can headline a major North American or global tour or who can sell out larger venues, including many of our amphitheaters. If those artists do not choose to tour, or if we are unable to secure the rights to their future tours, then our business would be adversely affected. Our ticketing business relies on third parties to create and perform live entertainment, sporting and leisure events and to price tickets to such events. Accordingly, our ticketing business' success depends, in part, upon the ability of these third parties to correctly anticipate public demand for particular events, as well as the availability of popular artists, entertainers and teams. Our artist management business could be adversely affected if the artists it represents do not tour or perform as frequently as anticipated, or if such tours or performances are not as widely attended by fans as anticipated due to changing tastes, general economic conditions or otherwise.

In addition, our live entertainment business typically books our live music tours two to nine months in advance of the beginning of the tour and often agrees to pay an artist a fixed guaranteed amount prior to our receiving any revenue. Therefore, if the public is not receptive to the tour, or we or an artist cancel the tour, we may incur a loss for the tour depending on the amount of the fixed guarantee or incurred costs relative to any revenue earned, as well as revenue we could have earned at booked venues. We have cancellation insurance policies in place to cover a portion of our losses if an artist cancels a tour but such policies may not be sufficient and are subject to deductibles. Furthermore, consumer preferences change from time to time, and our failure to anticipate, identify or react to these changes could result in reduced demand for our services, which would adversely affect our business, financial condition and results of operations.

***Our business depends on relationships between key promoters, executives, agents, managers, artists and clients and any adverse changes in these relationships could adversely affect our business, financial condition and results of operations.***

The live music business is uniquely dependent upon personal relationships, as promoters and executives within live music companies such as ours leverage their existing network of relationships with artists, agents and managers in order to secure the rights to the live music tours and events which are critical to our success. Due to the importance of those industry contacts to our business, the loss of any of our promoters, officers or other key personnel could adversely affect our business. Similarly, the artist management business is dependent upon the highly personalized relationship between a manager and an artist, and the loss of a manager may also result in a loss of the artist represented by the manager, which could adversely affect our business. Although we have entered into long-term agreements with many of those individuals described above to protect our interests in those relationships, we can give no assurance that all or any of these key employees or managers will remain with us or will retain their associations with key business contacts, including musical artists.

The success of our ticketing business depends, in significant part, on our ability to maintain and renew relationships with existing clients and to establish new client relationships. We anticipate that, for the foreseeable future, the substantial majority of our Ticketing segment revenue will be derived from both online and mobile as well as direct sales of tickets. We also expect that revenue from primary ticketing services, which consist primarily of per ticket convenience charges and per order "order processing" fees, will continue to comprise the substantial majority of our Ticketing segment revenue. We cannot provide assurances that we will be able to maintain existing client contracts, or enter into or maintain new client contracts, on acceptable terms, if at all, and the failure to do so could have a material adverse effect on our business, financial condition and results of operations.

Another important component of our success is our ability to maintain existing and to build new relationships with third-party distribution channels, advertisers, sponsors and service providers. Any adverse change in these relationships, including the inability of these parties to fulfill their obligations to our businesses for any reason, could adversely affect our business, financial condition and results of operations.

***We face intense competition in the live music, ticketing and artist management industries, and we may not be able to maintain or increase our current revenue, which could adversely affect our business, financial condition and results of operations.***

Our businesses are in highly competitive industries, and we may not be able to maintain or increase our current revenue due to such competition. The live music industry competes with other forms of entertainment for consumers' discretionary spending and within this industry we compete with other venues to book artists, and, in the markets in which we promote music concerts, we face competition from other promoters and venue operators. Our competitors compete with us for key employees who have relationships with popular music artists and who have a history of being able to book such artists for concerts and tours. These competitors may engage in more extensive development efforts, undertake more far-reaching marketing campaigns, adopt more aggressive pricing policies and make more attractive offers to existing and potential artists. Due to increasing artist influence and competition to attract and maintain artist clients, we may enter into agreements on terms that are less favorable to us, which could negatively impact our financial results. Our competitors may develop services, advertising options or music venues that are equal or superior to those we provide or that achieve greater market acceptance and brand recognition than we achieve. It is possible that new competitors may emerge and rapidly acquire significant market share.

Our ticketing business faces significant competition from other national, regional and local primary ticketing service providers to secure new and retain existing clients on a continuous basis. Additionally, we face significant and increasing challenges from companies that sell self-ticketing systems and from clients who choose to self-ticket, through the integration of such systems into their existing operations or the acquisition of primary ticket services providers or by increasing sales through venue box offices and season, subscription or group sales. We also face competition in the resale of tickets from online auction websites and resale marketplaces and from other ticket resellers with online distribution capabilities. The advent of new technology, particularly as it relates to online ticketing, has amplified this competition. The intense competition that we face in the ticketing industry could cause the volume of our ticketing services business to decline. As we are also a content provider and venue operator we may face direct competition with our prospective or current primary ticketing clients, who primarily include live event content providers. This direct competition with our prospective or current primary ticketing clients could result in a decline in the number of ticketing clients we have and a decline in the volume of our ticketing business, which could adversely affect our business, financial condition and results of operations.

In the secondary ticket sales market, we have restrictions on our business that are not faced by our competitors, which restrictions include those that are self-imposed, imposed as a result of agreements entered into with the FTC and the Attorneys General of several individual states, and statutory. These restrictions include: restrictions on linking from our page on the [www.ticketmaster.com](http://www.ticketmaster.com) website that informs consumers that no tickets were found in response to their ticket request to our resale ticketing options without first obtaining approval from the State of New Jersey as to any material changes to our current linking practices; a restriction on using or allowing our affiliates to use domain names that, among other things, contain the unique names of venues, sports teams or performers, or contain names that are substantially similar to or are misspelled versions of same; a requirement to clearly and conspicuously disclose on any resale website owned by us or on any primary ticketing website where a link or redirect to such a resale website is posted that it is a resale website and ticket prices often exceed the ticket's original price; and a requirement to make certain clear and conspicuous disclosures and in certain instances to create separate listings when a ticket being offered for resale is not "in-hand" as well as a requirement to monitor and enforce the compliance of third parties offering tickets on our websites with such disclosure requirements. Our competitors in the secondary ticket sales market are not, to our knowledge, bound by similar restrictions. As a result, our ability to effectively compete in the secondary ticket sales market may be adversely affected, which could in turn adversely affect our business, financial condition and results of operations.

The artist management industry is also a highly competitive industry, with numerous other artist management companies and individual managers in the United States alone. We compete with these companies and individuals to discover new and emerging artists and to represent established artists. In addition, certain of our arrangements with clients of our artist management business are terminable at will by either party, leading to competition to retain those artists as clients. Competition is intense and may contribute to a decline in the volume of our artist management business, which could adversely affect our business, financial condition and results of operations.

In connection with our merger with Ticketmaster, we became subject to both a court-imposed final judgment in the United States and a consent agreement with Canadian authorities, pursuant to which we have agreed to abide by certain behavioral remedies that prevent us from engaging in retaliatory business tactics or improper tying arrangements. In addition, we are restricted from engaging in certain business activities that would be lawful for us to undertake absent the final judgment and the consent agreement. Our inability to undertake these business strategies could disadvantage us when we compete against firms that are not restricted by any such order, and we therefore face certain unquantifiable business risks as a result of compliance.

## [Table of Contents](#)

Other variables that could adversely affect our financial performance by, among other things, leading to decreases in overall revenue, the number of sponsors, event attendance, ticket prices and fees or profit margins include:

- an increased level of competition for advertising dollars, which may lead to lower sponsorships as we attempt to retain advertisers or which may cause us to lose advertisers to our competitors offering better programs that we are unable or unwilling to match;
- unfavorable fluctuations in operating costs, including increased guarantees to artists, which we may be unwilling or unable to pass through to our customers via ticket prices;
- inability to fund the significant up-front cash requirements associated with our touring and ticketing businesses due to insufficient cash on hand or capacity under our senior secured credit facility, which could result in the loss of key tours to competitors or the inability to secure and retain ticketing clients;
- competitors' offerings that may include more favorable terms than we do in order to obtain agreements for new venues or ticketing arrangements or to obtain events for the venues they operate;
- technological changes and innovations that we are unable to adopt or are late in adopting that offer more attractive entertainment alternatives than we or other live entertainment providers currently offer, which may lead to a reduction in attendance at live events, a loss of ticket sales or to lower ticket fees; and
- other entertainment options available to our audiences that we do not offer.

***The success of our ticketing operations depends, in part, on the integrity of our systems and infrastructures. System interruption, the lack of integration and redundancy in these systems and infrastructures may have an adverse impact on our business, financial condition and results of operations.***

The success of our ticketing operations depends, in part, on our ability to maintain the integrity of our systems and infrastructures, including websites, information technology systems, call centers and distribution and fulfillment facilities. System interruption and the lack of integration and redundancy in our information systems and infrastructures of our ticketing operations may adversely affect our ability to operate websites, process and fulfill transactions, respond to customer inquiries and generally maintain cost-efficient operations. We may experience occasional system interruptions that make some or all systems or data unavailable or prevent our businesses from efficiently providing services or fulfilling orders. We lack documentation regarding certain components of our key ticketing software and systems operations and rely on certain key technology personnel to maintain such software and systems. The loss of some or all of such personnel could require us to expend additional resources to continue to maintain such software and systems and could subject us to frequent systems interruptions.

We also rely on affiliate and third-party computer systems, broadband and other communications systems and service providers in connection with the provision of services, as well as to facilitate, process and fulfill transactions. Any interruptions, outages or delays in their systems, infrastructures, or businesses, or deterioration in the performance of these systems and infrastructures, could impair our ability to provide services, fulfill orders and/or process transactions. Fire, flood, power loss, telecommunications failure, hurricanes, tornadoes, earthquakes, acts of war or terrorism, other acts of God and similar events or disruptions may damage or interrupt computer, broadband or other communications systems and infrastructures at any time. Any of these events could cause system interruption, delays and loss of critical data, and could prevent us from providing services, fulfilling orders and/or processing transactions. While we have backup systems for certain aspects of our operations, disaster recovery planning by its nature cannot be sufficient for all eventualities. In addition, we may not have adequate insurance coverage to compensate for losses from a major interruption. If any of these adverse events were to occur, it could adversely affect our business, financial condition and results of operations.

***Data loss or other breaches of our network security could materially harm our business and results of operations, and the processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements or differing views of personal privacy rights.***

Due to the internet-based nature of a significant portion of our ticketing and other businesses, we process, store, use and disclose large amounts of data, including personal information, for our customers. Any penetration of network security or other misappropriation or misuse of personal consumer information and data, including credit card information, could cause interruptions in our operations and subject us to increased costs, litigation and other liabilities. Network security issues could lead to claims against us for others' misuse of personal information, such as for credit card fraud or identity theft, which could result in litigation and financial liabilities, as well as administrative action from governmental authorities. In addition, security breaches or the inability to protect our data could lead to increased incidents of ticketing fraud and counterfeit tickets. Security breaches could also significantly damage our reputation with consumers, ticketing clients and other third parties and impose significant costs related to remediation efforts, such as credit or identity theft monitoring or repair costs for impacted customers. Although we have developed systems and processes that are designed to protect customer information and prevent

## [Table of Contents](#)

data loss and other security breaches, such measures cannot provide absolute security or certainty. It is possible that advances in computer capabilities, new discoveries, undetected fraud, inadvertent violations of company policies or procedures or other developments could result in a compromise of information or a breach of the technology and security processes that are used to protect consumer transaction data. Recently, large retailers and website operators have been the victims of targeted security breaches resulting in the disclosure and/or misappropriation of large amounts of customer data, including credit card information. We have expended significant capital and other resources to protect against and remedy any such potential security breaches and their consequences, including the establishment of a dedicated cybersecurity organization within our larger technology environment, and will be required to continue to do so in the future. We also face risks associated with security breaches affecting third parties with which we are affiliated or with which we otherwise conduct business. Consumers are generally concerned with security and privacy of the internet, and any publicized security problems affecting our businesses and/or those of third parties may discourage consumers from doing business with us, which could have an adverse effect on our business, financial condition and results of operations.

In addition to the above concerns related to network and data security, the sharing, use, disclosure and protection of personally identifiable information and other user data are governed by federal, state and international laws. Specifically, personally identifiable information is increasingly subject to legislation and regulations in numerous jurisdictions around the world, the intent of which is to protect the privacy of personal information that is collected, processed and transmitted in or from the governing jurisdiction. We could be adversely affected if legislation or regulations are expanded to require changes in business practices or privacy policies, or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our business, financial condition and results of operations. As we expand our operations into new jurisdictions worldwide, the costs associated with compliance with these regulations increases. It is possible that government or industry regulation in these markets will require us to deviate from our standard deployment mechanism(s), which will increase operational cost and risk.

We may also become exposed to potential liabilities as a result of differing views on the privacy of the consumer and other user data collected by us. Our failure or the failure of the various third-party vendors and service providers with which we do business to comply with applicable privacy policies or federal, state or similar international laws and regulations or any compromise of security that results in the unauthorized release of personally identifiable information or other user data could damage our reputation, discourage potential users from trying our products and services and/or result in fines and/or proceedings by governmental agencies and/or consumers, one or all of which could adversely affect our business, financial condition and results of operations.

***We operate in international markets which subject us to risks associated with the legislative, judicial, accounting, regulatory, political and economic risks and conditions specific to such markets, which could adversely affect our business, financial condition and results of operations.***

We provide services in various jurisdictions abroad through a number of brands and businesses that we own and operate, as well as through joint ventures, and we expect to continue to expand our international presence. We face, and expect to continue to face, additional risks in the case of our existing and future international operations, including:

- political instability, adverse changes in diplomatic relations and unfavorable economic and business conditions in the markets in which we currently have international operations or into which we may expand, particularly in the case of emerging markets;
- more restrictive or otherwise unfavorable government regulation of the live entertainment and ticketing industries, which could result in increased compliance costs and/or otherwise restrict the manner in which we provide services and the amount of related fees charged for such services;
- limitations on the enforcement of intellectual property rights;
- limitations on the ability of foreign subsidiaries to repatriate profits or otherwise remit earnings;
- adverse tax consequences due both to the complexity of operating across multiple tax regimes as well as changes in, or new interpretations of, international tax treaties and structures;
- expropriations of property and risks of renegotiation or modification of existing agreements with governmental authorities;
- diminished ability to legally enforce our contractual rights in foreign countries;
- limitations on technology infrastructure, which could limit our ability to migrate international operations to a common ticketing system;
- lower levels of internet usage, credit card usage and consumer spending in comparison to those in the United States;
- and

## [Table of Contents](#)

- difficulties in managing operations and adapting to consumer desires due to distance, language and cultural differences, including issues associated with (i) business practices and customs that are common in certain foreign countries but might be prohibited by United States law and our internal policies and procedures, and (ii) management and operational systems and infrastructures, including internal financial control and reporting systems and functions, staffing and managing of foreign operations, which we might not be able to do effectively or cost-efficiently.

Our ability to expand our international operations into new jurisdictions, or further into existing jurisdictions will depend, in significant part, on our ability to identify potential acquisition candidates, joint venture or other partners, and enter into arrangements with these parties on favorable terms, as well as our ability to make continued investments to maintain and grow existing international operations. If the revenue generated by international operations is insufficient to offset expenses incurred in connection with the maintenance and growth of these operations, our business, financial condition and results of operations could be materially and adversely affected. In addition, in an effort to make international operations in one or more given jurisdictions profitable over the long term, significant additional investments that are not profitable over the short term could be required over a prolonged period.

In foreign countries in which we operate, a risk exists that our employees, contractors or agents could, in contravention of our policies, engage in business practices prohibited by applicable United States laws and regulations, such as the United States Foreign Corrupt Practices Act, as well as the laws and regulations of other countries prohibiting corrupt payments to government officials such as the United Kingdom Bribery Act 2010. We maintain policies prohibiting such business practices and have in place global anti-corruption compliance programs designed to ensure compliance with these laws and regulations. Nevertheless, the risk remains that one or more of our employees, contractors or agents, including those based in or from countries where practices that violate such United States laws and regulations or the laws and regulations of other countries may be customary, as well as those associated with newly-acquired businesses, will engage in business practices that are prohibited by our policies, circumvent our compliance programs and, by doing so, violate such laws and regulations. Any such violations, even if prohibited by our internal policies, could result in fines, criminal sanctions against us and/or our employees, prohibitions on the conduct of our business and damage to our reputation, which could adversely affect our business, financial condition and results of operations.

***We are subject to extensive governmental regulation, and our failure to comply with these regulations could adversely affect our business, financial condition and results of operations.***

Our operations are subject to federal, state and local statutes, rules, regulations, policies and procedures, both domestically and internationally, which are subject to change at any time, governing matters such as:

- construction, renovation and operation of our venues;
- licensing, permitting and zoning, including noise ordinances;
- human health, safety and sanitation requirements;
- the service of food and alcoholic beverages;
- working conditions, labor, minimum wage and hour, citizenship and employment laws;
- compliance with the ADA and the DDA;
- historic landmark rules;
- compliance with the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and similar regulations in other countries, as more particularly described above under the risk factor related to our international operations;
- hazardous and non-hazardous waste and other environmental protection laws;
- sales and other taxes and withholding of taxes;
- privacy laws and protection of personally identifiable information;
- marketing activities via the telephone and online; and
- primary ticketing and ticket resale services.

Our failure to comply with these laws and regulations could result in fines and/or proceedings against us by governmental agencies and/or consumers, which if material, could adversely affect our business, financial condition and results of operations. While we attempt to conduct our business and operations in a manner that we believe to be in compliance with such laws and regulations, there can be no assurance that a law or regulation will not be interpreted or enforced in a manner contrary to our current understanding of the law or regulation. In addition, the promulgation of new laws, rules and regulations could restrict or



unfavorably impact our business, which could decrease demand for services, reduce revenue, increase costs and/or subject us to additional liabilities. For example, some legislatures have proposed laws in the past that would impose potential liability on us and other promoters and producers of live music events for entertainment taxes and for incidents that occur at our events, particularly relating to drugs and alcohol. New legislation could be passed that may negatively impact our business, such as provisions that have recently been proposed in various jurisdictions that would restrict ticketing methods, mandate ticket inventory disclosure and attack current policies governing season tickets for sports teams. Additionally, governmental actions such as the recent sanctions by the U.S. Department of the Treasury's Office of Foreign Assets Control and European regulators on certain Russian individuals and entities could restrict or limit our business activities in certain areas or subject us to sanction for noncompliance, even if inadvertent.

From time to time, federal, state and local authorities and/or consumers commence investigations, inquiries or litigation with respect to our compliance with applicable consumer protection, advertising, unfair business practice, antitrust (and similar or related laws) and other laws. Our businesses have historically cooperated with authorities in connection with these investigations and have satisfactorily resolved each such material investigation, inquiry or litigation. We are currently subject to agreements with the States of New Jersey, Maryland and Illinois and the FTC which govern, and in certain cases place limitations on, our ticketing resale practices. Our competitors in the secondary ticket sales market are not, to our knowledge, bound by such limitations and as a result, we may be at a competitive disadvantage. Other states and Canadian provinces have commenced investigations or inquiries regarding the relationship between us and certain of our subsidiaries and other aspects of our ticketing business. We have incurred significant legal expenses in connection with the defense of governmental investigations and litigation in the past and may be required to incur additional expenses in the future regarding such investigations and litigation. In the case of antitrust (and similar or related) matters, any adverse outcome could limit or prevent us from engaging in the ticketing business generally (or in a particular market thereof) or subject us to potential damage assessments, all of which could have a material adverse effect on our business, financial condition and results of operations.

***Our success depends, in significant part, on entertainment, sporting and leisure events and economic and other factors adversely affecting such events could have a material adverse effect on our business, financial condition and results of operations.***

A decline in attendance at or reduction in the number of live entertainment, sporting and leisure events may have an adverse effect on our revenue and operating income. In addition, during periods of economic slowdown and recession, many consumers have historically reduced their discretionary spending and advertisers have reduced their advertising expenditures. The impact of economic slowdowns on our business is difficult to predict, but they may result in reductions in ticket sales, sponsorship opportunities and our ability to generate revenue. The risks associated with our businesses may become more acute in periods of a slowing economy or recession, which may be accompanied by a decrease in attendance at live entertainment, sporting and leisure events. Many of the factors affecting the number and availability of live entertainment, sporting and leisure events are beyond our control. For instance, certain sports leagues have experienced labor disputes leading to threatened or actual player lockouts. Any such lockouts that result in shortened or canceled seasons would adversely impact our business to the extent that we provide ticketing services to the affected teams both due to the loss of games and ticketing opportunities as well as the possibility of decreased attendance following such a lockout due to adverse fan reaction.

Our business depends on discretionary consumer and corporate spending. Many factors related to corporate spending and discretionary consumer spending, including economic conditions affecting disposable consumer income such as employment, fuel prices, interest and tax rates and inflation can significantly impact our operating results. Business conditions, as well as various industry conditions, including corporate marketing and promotional spending and interest levels, can also significantly impact our operating results. These factors can affect attendance at our events, premium seat sales, sponsorship, advertising and hospitality spending, concession and merchandise sales, as well as the financial results of sponsors of our venues, events and the industry. Negative factors such as challenging economic conditions, public concerns over terrorism and security incidents, particularly when combined, can impact corporate and consumer spending, and one negative factor can impact our results more than another. There can be no assurance that consumer and corporate spending will not be adversely impacted by current economic conditions, or by any future deterioration in economic conditions, thereby possibly impacting our operating results and growth.

***Exchange rates may cause fluctuations in our results of operations that are not related to our operations.***

Because we own assets overseas and derive revenue from our international operations, we may incur currency translation losses or gains due to changes in the values of foreign currencies relative to the United States Dollar. We cannot predict the effect of exchange rate fluctuations upon future operating results. For the year ended December 31, 2015, our international operations accounted for approximately 30% of our revenue. We cannot predict the future relationship between the United States Dollar and the currencies used by our international businesses, principally the British Pound, Euro, Australian Dollar and Canadian Dollar. We experienced foreign exchange rate operating losses of \$24.5 million, \$6.2 million and \$0.4 million for the years ended 2015, 2014 and 2013, respectively, which had a negative impact on our operating income. See Item 7A—Quantitative and Qualitative Disclosures about Market Risk.

***Unfavorable outcomes in legal proceedings may adversely affect our business and operating results.***

Our results may be affected by the outcome of pending and future litigation. Unfavorable rulings in our legal proceedings, including those described in Note 6—Commitments and Contingent Liabilities to our consolidated financial statements, may have a negative impact on us that may be greater or smaller depending on the nature of the rulings. In addition, we are currently, and from time to time in the future may be, subject to various other claims, investigations, legal and administrative cases and proceedings (whether civil or criminal) or lawsuits by governmental agencies or private parties, as further described in the immediately preceding risk factor. If the results of these investigations, proceedings or suits are unfavorable to us or if we are unable to successfully defend against third-party lawsuits, we may be required to pay monetary damages or may be subject to fines, penalties, injunctions or other censure that could have a material adverse effect on our business, financial condition and results of operations. Even if we adequately address the issues raised by an investigation or proceeding or successfully defend a third-party lawsuit or counterclaim, we may have to devote significant financial and management resources to address these issues, which could harm our business, financial condition and results of operations.

***We may enter into future acquisitions and take certain actions in connection with such transactions, including actions taken to comply with antitrust, competition and other regulations, that could affect our business and results of operations; if we are unsuccessful in our future acquisition endeavors, our business could be adversely impacted.***

Our future growth rate depends in part on our selective acquisition of additional businesses. A significant portion of our growth has been attributable to acquisitions. We may be unable to identify other suitable targets for further acquisition or make further acquisitions at favorable prices. If we identify a suitable acquisition candidate, our ability to successfully complete the acquisition would depend on a variety of factors, and may include our ability to obtain financing on acceptable terms and requisite government approvals. In addition, the credit agreement for our senior secured credit facility restricts our ability to make certain acquisitions. In connection with future acquisitions, we could take certain actions that could adversely affect our business, including:

- using a significant portion of our available cash;
- issuing equity securities, which would dilute current stockholders' percentage ownership;
- incurring substantial debt;
- incurring or assuming contingent liabilities, known or unknown;
- incurring amortization expenses related to intangibles; and
- incurring large accounting write-offs or impairments.

In addition, acquisitions involve inherent risks which, if realized, could adversely affect our business and results of operations, including those associated with:

- integrating the operations, financial reporting, technologies and personnel of acquired companies, including establishing and maintaining a system of internal controls appropriate for a public company environment;
- managing geographically dispersed operations;
- the diversion of management's attention from other business concerns;
- the inherent risks in entering markets or lines of business in which we have either limited or no direct experience; and
- the potential loss of key employees, customers and strategic partners of acquired companies.

We are also subject to laws and regulations, including those relating to antitrust at the state, federal and international levels, that could significantly affect our ability to expand our business through acquisitions. For example, the FTC and the Antitrust Division of the United States Department of Justice with respect to our domestic acquisitions, and the European Commission (the antitrust regulator of the European Union) and the United Kingdom Competition Commission with respect to our European acquisitions, have the authority to challenge our acquisitions on antitrust grounds before or after the acquisitions are completed. Our failure or inability to complete future acquisitions as a result of such laws and regulations, or the imposition of unfavorable terms as a condition to the completion of an acquisition, could have a material adverse effect on our business and results of operations.

***We may be adversely affected by the occurrence of extraordinary events, such as terrorist attacks.***

The occurrence and threat of extraordinary events, such as terrorist attacks, intentional or unintentional mass-casualty incidents, public health concerns such as contagious disease outbreaks, natural disasters or similar events, may deter artists from touring and/or substantially decrease the use of and demand for our services and the attendance at live music events, which may decrease our revenue or expose us to substantial liability. The terrorism and security incidents in the past, military

## [Table of Contents](#)

actions in foreign locations and periodic elevated terrorism alerts have raised numerous challenging operating factors, including public concerns regarding air travel, military actions and additional national or local catastrophic incidents, causing a nationwide disruption of commercial and leisure activities.

Following recent and past terrorism events, including those that directly targeted music venues, some artists refused to travel or book tours, which adversely affected our business. Attendance at events may decline due to fears over terrorism and contagious disease outbreaks, which could adversely impact our operating results. The occurrence or threat of future terrorist attacks, military actions by the United States or others, contagious disease outbreaks, natural disasters such as earthquakes and severe floods or similar events cannot be predicted, and their occurrence can be expected to negatively affect the economies of the United States and other foreign countries where we do business, as well as our operating results.

***We are dependent upon our ability to lease, acquire and develop live music venues, and if we are unable to do so on acceptable terms, or at all, our results of operations could be adversely affected.***

Our Concerts and Sponsorship & Advertising segments require access to venues to generate revenue from live music events. For these events, we use venues that we own, but we also operate a number of our live music venues under various agreements which include leases with third parties, ownership through an equity interest or booking agreements, which are agreements where we contract to book the events at a venue for a specific period of time. Our long-term success in the live music business will depend in part on the availability of venues, our ability to lease these venues and our ability to enter into booking agreements upon their expiration. As many of these agreements are with third parties over whom we have little or no control, we may be unable to renew these agreements or enter into new agreements on acceptable terms or at all, and may be unable to obtain favorable agreements with venues. Our ability to renew these agreements or obtain new agreements on favorable terms depends on a number of other factors, many of which are also beyond our control, such as national and local business conditions and competition from other promoters. If the cost of renewing these agreements is too high or the terms of any new agreement with a new venue are unacceptable or incompatible with our existing operations, we may decide to forego these opportunities. There can be no assurance that we will be able to renew these agreements on acceptable terms or at all, or that we will be able to obtain attractive agreements with substitute venues, which could have a material adverse effect on our results of operations.

We may continue to expand our operations through the development of live music venues and the expansion of existing live music venues, which poses a number of risks, including:

- construction of live music venues may result in cost overruns, delays or unanticipated expenses;
- desirable sites for live music venues may be unavailable or costly; and
- the attractiveness of our venue locations may deteriorate over time.

Growth or maintenance of our existing revenue depends in part on consistent investment in our venues. Therefore, we expect to continue to make substantial capital improvements to meet long-term increasing demand, improve value and grow revenue. We frequently have a number of significant capital projects underway. Numerous factors, many of which are beyond our control, may influence the ultimate costs and timing of various capital improvements.

The amount of capital expenditures can vary significantly from year to year. In addition, actual costs could vary materially from our estimates if our assumptions about the quality of materials, equipment or workmanship required or the cost of financing such expenditures were to change. Construction is also subject to governmental permitting processes which, if changed, could materially affect the ultimate cost.

Additionally, the market potential of live music venue sites cannot be precisely determined, and our live music venues may face competition in markets from unexpected sources. Newly constructed live music venues may not perform up to our expectations. We face significant competition for potential live music venue locations and for opportunities to acquire existing live music venues. Because of this competition, we may be unable to add to or maintain the number of our live music venues on terms we consider acceptable.

***Our operations are seasonal and our results of operations vary from quarter to quarter and year over year, so our financial performance in certain financial quarters or years may not be indicative of, or comparable to, our financial performance in subsequent financial quarters or years.***

We believe our financial results and cash needs will vary greatly from quarter to quarter and year to year depending on, among other things, the timing of tours, tour cancellations, event ticket on-sales, capital expenditures, seasonal and other fluctuations in our operating results, the timing of guaranteed payments and receipt of ticket sales and fees, financing activities, acquisitions and investments and receivables management. Because our results may vary significantly from quarter to quarter and year to year, our financial results for one quarter or year cannot necessarily be compared to another quarter or year and may not be indicative of our future financial performance in subsequent quarters or years. Typically, we experience our lowest financial performance in the first and fourth quarters of the calendar year as our outdoor venues are primarily used, and our

## [Table of Contents](#)

festivals primarily occur, during May through October. In addition, the timing of tours of top grossing acts can impact comparability of quarterly results year over year and potentially annual results. The timing of event on-sales by our ticketing clients can also impact this comparability. In addition, the seasonality of our businesses could create cash flow management risks if we do not adequately anticipate and plan for periods of decreased activity, which could negatively impact our ability to execute on our strategy, which in turn could harm our results of operations.

The following table sets forth our operating income (loss) for the last eight fiscal quarters:

Fiscal Quarter Ended	Operating income (loss)
	<i>(in thousands)</i>
March 31, 2014	\$ (12,308)
June 30, 2014	\$ 55,686
September 30, 2014	\$ 150,604
December 31, 2014	\$ (186,818)
March 31, 2015	\$ (23,935)
June 30, 2015	\$ 42,245
September 30, 2015	\$ 153,510
December 31, 2015	\$ (40,448)

***There is the risk of personal injuries and accidents in connection with our live music events, which could subject us to personal injury or other claims and increase our expenses, as well as reduce attendance at our live music events, causing a decrease in our revenue.***

There are inherent risks involved with producing live music events. As a result, personal injuries and accidents have, and may, occur from time to time, which could subject us to claims and liabilities for personal injuries. Incidents in connection with our live music events at any of our venues or festival sites that we own or rent could also result in claims, reducing operating income or reducing attendance at our events, which could cause a decrease in our revenue. We have been subject to wrongful death claims and are currently subject to other litigation. In addition, while we have security protocols in place at our events, illegal drug use or alcohol consumption at our events could result in negative publicity, adverse consequences (including illness, injury or death) to the persons engaged in such activities or others, and litigation against us. While we maintain insurance policies that provide coverage within limits that are sufficient, in management's judgment, to protect us from material financial loss for personal injuries sustained by persons at our venues or events or accidents in the ordinary course of business, there can be no assurance that such insurance will be adequate at all times and in all circumstances.

***We may fail to adequately protect our intellectual property rights or may be accused of infringing upon intellectual property rights of third parties.***

We regard our intellectual property rights, including patents, service marks, trademarks and domain names, copyrights, trade secrets and similar intellectual property as critical to our success. We also rely heavily upon software codes, informational databases and other components that make up our products and services.

We rely on a combination of laws and contractual restrictions with employees, customers, suppliers, affiliates and others to establish and protect these proprietary rights. Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use trade secrets or copyrighted intellectual property without authorization which, if discovered, might require legal action to correct. In addition, third parties may independently and lawfully develop substantially similar intellectual properties.

We have generally registered and continue to apply to register, or secure by contract when appropriate, our trademarks and service marks as they are developed and used, and reserve and register domain names as we deem appropriate. We consider the protection of our trademarks to be important for purposes of brand maintenance and reputation. While we vigorously protect our trademarks, service marks and domain names, effective trademark protection may not be available or may not be sought in every country in which we operate, and contractual disputes may affect the use of marks governed by private contract. Similarly, not every variation of a domain name may be available or be registered, even if available. Our failure to protect our intellectual property rights successfully or challenges to related contractual rights could result in erosion of brand names and limit our ability to control marketing on or through the internet using our various domain names or otherwise, which could adversely affect our business, financial condition and results of operations.

Some of our businesses have been granted patents and/or have patent applications pending with the United States Patent and Trademark Office and/or various foreign patent authorities for various proprietary technologies and other inventions. We

consider applying for patents or for other appropriate statutory protection when we develop valuable new or improved proprietary technologies or identify inventions, and will continue to consider the appropriateness of filing for patents to protect future proprietary technologies and inventions as circumstances may warrant. The status of any patent involves complex legal and factual questions, and the breadth of claims allowed is uncertain. Accordingly, any patent application filed may not result in a patent being issued or existing or future patents may not be adjudicated valid by a court or be afforded adequate protection against competitors with similar technology. In addition, third parties may create new products or methods that achieve similar results without infringing upon patents that we own. Likewise, the issuance of a patent to us does not mean that its processes or inventions will not be found to infringe upon patents or other rights previously issued to third parties.

From time to time, we are subject to legal proceedings and claims in the ordinary course of business, including claims of alleged infringement of the trademarks, copyrights, patents and other intellectual property rights of third parties. In addition, litigation may be necessary in the future to enforce our intellectual property rights, protect trade secrets or determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management and technical resources, any of which could adversely affect our business, financial condition and results of operations. Patent litigation tends to be particularly protracted and expensive.

***Costs associated with, and our ability to obtain, adequate insurance could adversely affect our profitability and financial condition.***

We currently secure insurance programs to address our various risks with terms, conditions and costs that are appropriate for Live Nation's business. However, heightened concerns and challenges regarding property, casualty, liability, business interruption and other insurance coverage have resulted from terrorist and related security incidents along with varying weather-related conditions and incidents. As a result, we may experience increased difficulty obtaining high policy limits of coverage at a reasonable cost, including coverage for acts of terrorism, cyber attacks, weather-related damage and other perils associated with our operations. We have a material investment in property and equipment at each of our venues, which are generally located near major cities and which hold events typically attended by a large number of fans. We also have a significant investment in technology including our ticketing systems. At December 31, 2015, we had property and equipment with a net book value of \$731.3 million.

Damage and/or disruption to operational, geographical and situational factors, among others, may result in significant increases in insurance premium costs and difficulties obtaining sufficiently high policy limits with premiums and deductibles that we believe to be reasonable. We cannot assure you that future increases in insurance costs and difficulties obtaining high policy limits will not adversely impact our profitability, thereby possibly impacting our operating results and growth.

In addition, we enter into various agreements with artists from time to time, including long-term artist rights arrangements. The profitability of those arrangements depends upon those artists' willingness and ability to continue performing, and we may not be able to obtain sufficient insurance coverage at a reasonable cost to adequately protect us against the death, disability or other failure of such artists to continue engaging in revenue-generating activities under those agreements.

We cannot guarantee that our insurance policy coverage limits, including insurance coverage for property, casualty, liability, artists and business interruption losses and acts of terrorism, would be adequate under the circumstances should one or multiple events occur at or near any of our business locations, or that our insurers would have adequate financial resources to sufficiently or fully pay our related claims or damages. We cannot guarantee that adequate coverage limits will be available, offered at a reasonable cost, or offered by insurers with sufficient financial soundness. The occurrence of such an incident or incidents affecting any one or more of our business facilities could have a material adverse effect on our financial position and future results of operations if asset damage and/or company liability were to exceed insurance coverage limits or if an insurer were unable to sufficiently or fully pay our related claims or damages.

***We depend upon unionized labor for the provision of some of our services and any work stoppages or labor disturbances could disrupt our business; potential union pension obligations could cause us to incur unplanned liabilities.***

The stagehands at some of our venues and other employees are subject to collective bargaining agreements. Our union agreements typically have a term of three years and thus regularly expire and require negotiation in the ordinary course of our business. Upon the expiration of any of our collective bargaining agreements, however, we may be unable to negotiate new collective bargaining agreements on terms favorable to us, and our business operations may be interrupted as a result of labor disputes or difficulties and delays in the process of renegotiating our collective bargaining agreements. In addition, our business operations at one or more of our facilities may also be interrupted as a result of labor disputes by outside unions attempting to unionize a venue even though we do not have unionized labor at that venue currently. A work stoppage at one or more of our owned or operated venues or at our promoted events could have a material adverse effect on our business, financial condition and results of operations. We cannot predict the effect that a potential work stoppage would have on our business.

We participate in, and make recurrent contributions to, various multiemployer pension plans that cover many of our current and former union employees. Our required recurrent contributions to these plans could unexpectedly increase during the term of a collective bargaining agreement due to ERISA laws that require additional contributions to be made when a pension fund enters into critical status, which may occur for reasons that are beyond our control. In addition, we may be required by law to fulfill our pension withdrawal liability with respect to any multiemployer pension plans from which we may withdraw or partially withdraw. Our potential withdrawal liability will increase if a multiemployer pension plan in which we participate has significant underfunded liabilities. Any unplanned multiemployer pension liabilities could have a material adverse effect on our business, financial condition and results of operations.

***Poor weather adversely affects attendance at our live music events, which could negatively impact our financial performance from period to period.***

We promote and/or ticket many live music events. Weather conditions surrounding these events affect sales of tickets, concessions and merchandise, among other things. Poor weather conditions can have a material effect on our results of operations particularly because we promote and/or ticket a finite number of events. Due to weather conditions, we may be required to cancel or reschedule an event to another available day or a different venue, which would increase our costs for the event and could negatively impact the attendance at the event, as well as concession and merchandise sales. Poor weather can affect current periods as well as successive events in future periods.

#### **Risks Relating to Our Leverage**

***We have a large amount of debt and lease obligations that could restrict our operations and impair our financial condition. The agreements governing our senior secured credit facility and certain of our other indebtedness impose restrictions on us that limit the discretion of management in operating our business and that, in turn, could impair our ability to meet our obligations under our debt.***

The agreements governing our senior secured credit facility and certain of our other indebtedness include restrictive covenants that, among other things, restrict our ability to:

- incur additional debt;
- pay dividends and make distributions;
- make certain investments;
- repurchase our stock and prepay certain indebtedness;
- create liens;
- enter into transactions with affiliates;
- modify the nature of our business;
- enter into sale-leaseback transactions;
- transfer and sell material assets; and
- merge or consolidate.

In addition, our senior secured credit facility includes other restrictions, including requirements to maintain certain financial ratios. Our failure to comply with the terms and covenants of our indebtedness could lead to a default under the terms of the governing documents, which would entitle the lenders to accelerate the indebtedness and declare all amounts owed due and payable.

As of December 31, 2015, our total indebtedness, excluding unamortized debt discounts and debt issuance costs of \$41.4 million and including debt premium of \$6.0 million was \$2.1 billion. Our available borrowing capacity under the revolving portion of our senior secured credit facility at that date was \$258.9 million, with outstanding letters of credit of \$76.1 million. We may also incur significant additional indebtedness in the future.

Our substantial indebtedness could have adverse consequences, including:

- making it more difficult for us to satisfy our obligations;
- increasing our vulnerability to adverse economic, regulatory and industry conditions;
- limiting our ability to obtain additional financing for future working capital, capital expenditures, acquisitions and other purposes;
- requiring us to dedicate a substantial portion of our cash flow from operations to fund payments on our debt, thereby reducing funds available for operations and other purposes;



## [Table of Contents](#)

- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- making us more vulnerable to increases in interest rates; and
- placing us at a competitive disadvantage compared to our competitors that have less debt.

***To service our debt and lease obligations and to fund potential acquisitions, artist and ticketing advances and capital expenditures, we will require a significant amount of cash, which depends on many factors beyond our control.***

As of December 31, 2015, \$42.5 million of our total indebtedness (excluding interest, premium and unamortized debt discount and debt issuance costs) is due in 2016, \$404.6 million is due in the aggregate in 2017 and 2018, \$1.4 billion is due in the aggregate in 2019 and 2020 and \$273.6 million is due thereafter. In addition, as of December 31, 2015, we had \$2.1 billion in operating lease commitments, of which \$148.5 million is due in 2016 and \$144.1 million is due in 2017. All long-term debt without a stated maturity date is considered current and is reflected here as due in 2016. See the table in Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—Firm Commitments.

Our ability to service our debt and lease obligations and to fund potential acquisitions, artist and ticketing advances and capital expenditures will require a significant amount of cash, which depends on many factors beyond our control. Our ability to make payments on and to refinance our debt will also depend on our ability to generate cash in the future. This is, to an extent, subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot assure you that our business will generate sufficient cash flow or that future borrowings will be available to us in an amount sufficient to enable us to pay our debt or to fund our other liquidity needs. If our future cash flow from operations and other capital resources is insufficient to pay our obligations as they mature or to fund our liquidity needs, we may be forced to reduce or delay our business activities and capital expenditures, sell assets, obtain additional equity capital or restructure or refinance all or a portion of our debt on or before maturity. In addition, the terms of our existing debt, including our senior secured credit facility, and other future debt may limit our ability to pursue any of these alternatives.

These measures might also be unsuccessful or inadequate in permitting us to meet scheduled debt service or lease obligations. We may be unable to restructure or refinance our obligations and obtain additional debt or equity financing or sell assets on satisfactory terms or at all. Capital markets have been volatile in the recent past; a downturn could negatively impact our ability to access capital should the need arise. As a result, the inability to meet our debt or lease obligations could cause us to default on those obligations. Any such defaults could materially harm our financial condition and liquidity.

***We depend on the cash flows of our subsidiaries in order to satisfy our obligations.***

We rely on distributions and loans from our subsidiaries to meet our payment requirements under our obligations. If our subsidiaries are unable to pay dividends or otherwise make payments to us, we may not be able to make debt service payments on our obligations. We conduct substantially all of our operations through our subsidiaries. Our operating cash flows and consequently our ability to service our debt is therefore principally dependent upon our subsidiaries’ earnings and their distributions of those earnings to us and may also be dependent upon loans or other payments of funds to us by those subsidiaries. Our subsidiaries are separate legal entities and may have no obligation, contingent or otherwise, to pay any amount due pursuant to our obligations or to make any funds available for that purpose. Our foreign subsidiaries generate a portion of our operating cash flows. Although we do not intend to repatriate these funds from our foreign subsidiaries in order to satisfy payment requirements in the United States, we would be required to accrue and pay United States federal and state income taxes on any future repatriations, net of applicable foreign tax credits. These taxes could be substantial and could have a material adverse effect on our financial condition and results of operations. In addition, the ability of our subsidiaries to provide funds to us may be subject to restrictions under our senior secured credit facility and may be subject to the terms of such subsidiaries’ future indebtedness, as well as the availability of sufficient surplus funds under applicable law.

### **Risks Relating to Our Common Stock**

***Our corporate governance documents, rights agreement and Delaware law may delay, deter or prevent an acquisition of us that stockholders may consider favorable, which could decrease the value of our common stock.***

Our amended and restated certificate of incorporation and amended and restated bylaws and Delaware law contain provisions that could make it more difficult for a third party to acquire us without the consent of the board of directors. These provisions include supermajority voting requirements for stockholders to amend our organizational documents and to remove directors as well as limitations on action by our stockholders by written consent. In addition, the board of directors has the right to issue preferred stock without stockholder approval, which could be used to dilute the stock ownership of a potential hostile acquirer. Delaware law, for instance, also imposes some restrictions on mergers and other business combinations between any holder of 15% or more of our outstanding common stock and us. Although we believe these provisions protect our stockholders from coercive or otherwise unfair takeover tactics and thereby provide for an opportunity to receive a higher bid by requiring

potential acquirers to negotiate with the board of directors, these provisions apply even if the offer may be considered beneficial by some stockholders.

We have also adopted a stockholder rights plan intended to deter hostile or coercive attempts to acquire us. Under the plan, if any person or group acquires, or begins a tender or exchange offer that could result in such person acquiring, 15% or more of our common stock, and in the case of certain Schedule 13G filers, 20% or more of our common stock, and in the case of Liberty Media and certain of its affiliates, more than 35% of our common stock, without approval of the board of directors under specified circumstances, our other stockholders have the right to purchase shares of our common stock, or shares of the acquiring company, at a substantial discount to the public market price. Therefore, the plan makes an acquisition much more costly to a potential acquirer.

In addition, the terms of our senior secured credit facility provide that the lenders can require us to repay all outstanding indebtedness upon a change of control. These provisions make an acquisition more costly to a potential acquirer. See Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.

***We have no plans to pay dividends on our common stock, which could affect its market price.***

We currently intend to retain any future earnings to finance the growth, development and expansion of our business and/or to repay existing indebtedness. Accordingly, we do not intend to declare or pay any dividends on our common stock for the foreseeable future. The declaration, payment and amount of future dividends, if any, will be at the sole discretion of the board of directors after taking into account various factors, including our financial condition, results of operations, cash flow from operations, current and anticipated capital requirements and expansion plans, the income tax laws then in effect and the requirements of Delaware law. In addition, the agreement governing our senior secured credit facility includes restrictions on our ability to pay cash dividends without meeting certain financial ratios and obtaining the consent of the lenders. Accordingly, holders of common stock will not receive cash payments on their investment and the market price may be adversely affected.

***Conversion of our convertible notes may dilute the ownership interest of existing stockholders and may affect our per share results and the trading price of our common stock.***

The issuance of shares of our common stock upon conversion of our convertible notes may dilute the ownership interests of existing stockholders. Issuances of stock on conversion may also affect our per share results of operations. Any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock.

***We can issue preferred stock without stockholder approval, which could materially adversely affect the rights of common stockholders.***

Our certificate of incorporation authorizes us to issue “blank check” preferred stock, the designation, number, voting powers, preferences and rights of which may be fixed or altered from time to time by the board of directors. Our subsidiaries may also issue additional shares of preferred stock. Accordingly, the board of directors has the authority, without stockholder approval, to issue preferred stock with rights that could materially adversely affect the voting power or other rights of the common stockholders or the market value of the common stock.

## **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

## **ITEM 2. PROPERTIES**

As of December 31, 2015, we own, operate or lease 93 entertainment venues and 130 other facilities, including office leases, throughout North America and 36 entertainment venues and 90 other facilities internationally. We believe our venues and facilities are generally well-maintained and in good operating condition and have adequate capacity to meet our current business needs. We have a lease ending June 30, 2020 for our corporate headquarters in Beverly Hills, California, used primarily by our executive group and certain of our domestic operations management staff.

Our leases are for varying terms ranging from monthly to multi-year. These leases can typically be for terms of 3 to 5 years for our office leases and 10 to 20 years for our venue leases, and many include renewal options. There is no significant concentration of venues under any one lease or subject to negotiation with any one landlord. We believe that an important part of our management activity is to negotiate suitable lease renewals and extensions.

## **ITEM 3. LEGAL PROCEEDINGS**

Information regarding our legal proceedings can be found in Part II—Financial Information—Item 8. Financial Statements and Supplementary Data—Note 6—Commitments and Contingent Liabilities.

**PART II—FINANCIAL INFORMATION****ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock was listed on the New York Stock Exchange under the symbol “LYV” beginning on December 21, 2005. There were 3,984 stockholders of record as of February 19, 2016. This figure does not include an estimate of the indeterminate number of beneficial holders whose shares may be held of record by brokerage firms and clearing agencies. The following table presents the high and low sales prices of our common stock on the New York Stock Exchange during the calendar quarter indicated.

	<b>Common Stock Market Price</b>	
	<b>High</b>	<b>Low</b>
<b>2014</b>		
First Quarter	\$ 24.80	\$ 19.75
Second Quarter	\$ 24.71	\$ 19.61
Third Quarter	\$ 25.28	\$ 20.82
Fourth Quarter	\$ 27.42	\$ 21.14
<b>2015</b>		
First Quarter	\$ 26.79	\$ 23.53
Second Quarter	\$ 29.21	\$ 24.98
Third Quarter	\$ 27.91	\$ 22.64
Fourth Quarter	\$ 29.68	\$ 23.46

**Dividend Policy**

Since the Separation and through December 31, 2015, we have not declared or paid any dividends. We presently intend to retain any future earnings to finance the expansion of our business and to make debt repayments as they become due. Therefore, we do not expect to pay any cash dividends in the foreseeable future. Moreover, the terms of our senior secured credit facility limit the amount of funds that we will have available to declare and distribute as dividends on our common stock. Payment of future cash dividends, if any, will be at the discretion of our board of directors in accordance with applicable laws after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, plans for expansion and contractual restrictions with respect to the payment of dividends.

**ITEM 6. SELECTED FINANCIAL DATA**

The Selected Financial Data should be read in conjunction with Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations.

	Year Ended December 31,				
	2015	2014	2013	2012	2011
	<i>(in thousands except per share data)</i>				
<b>Results of Operations Data <sup>(1):</sup></b>					
Revenue	\$ 7,245,731	\$ 6,866,964	\$ 6,478,547	\$ 5,819,047	\$ 5,383,998
Operating income (loss) <sup>(2)</sup>	\$ 131,372	\$ 7,164	\$ 139,660	\$ (21,639)	\$ 18,337
Income (loss) before income taxes <sup>(2)</sup>	\$ 6,353	\$ (99,820)	\$ (5,137)	\$ (132,161)	\$ (96,627)
Net loss attributable to common stockholders of Live Nation <sup>(3)</sup>	\$ (32,508)	\$ (90,807)	\$ (43,378)	\$ (163,227)	\$ (83,016)
Basic and diluted loss per common share available to common stockholders of Live Nation <sup>(4)</sup>	\$ (0.33)	\$ (0.49)	\$ (0.23)	\$ (0.88)	\$ (0.46)
Cash dividends per share	\$ —	\$ —	\$ —	\$ —	\$ —

	As of December 31,				
	2015	2014	2013	2012	2011
	<i>(in thousands)</i>				
<b>Balance Sheet Data <sup>(1):</sup></b>					
Total assets	\$ 6,156,241	\$ 5,968,361	\$ 5,668,360	\$ 5,274,474	\$ 5,050,812
Long-term debt, net (including current maturities)	\$ 2,045,014	\$ 2,043,400	\$ 1,793,726	\$ 1,723,673	\$ 1,678,729

- (1) Acquisitions and dispositions along with changes in foreign exchange rates can significantly impact the comparability of the historical consolidated financial data reflected in this schedule of Selected Financial Data.
- (2) The year ended December 31, 2014 includes \$135.0 million of goodwill impairments recorded in conjunction with our annual impairment tests.
- (3) The year ended December 31, 2014 includes \$97.4 million of goodwill impairments, net of the noncontrolling interests share of the impairments, recorded in conjunction with our annual impairment tests.
- (4) The year ended December 31, 2014 includes a loss of \$0.48 per common share from the impact of the goodwill impairments.

**ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*You should read the following discussion of our financial condition and results of operations together with the audited consolidated financial statements and notes to the financial statements included elsewhere in this Annual Report. This discussion contains forward-looking statements that involve risks and uncertainties. The forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our industry, business and future financial results. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed under 1A.—Risk Factors and other sections in this Annual Report.*

**Executive Overview**

2015 is Live Nation’s 10<sup>th</sup> anniversary since becoming a publicly-traded company and the year included many exciting milestones. Our total revenue for the year was \$7.2 billion, a record level for the company. All of our segments reported revenue growth for the fifth consecutive year as a result of both our highest level of attendance at our concerts and record ticket sales in our ticketing business. More than ever, we are seeing the unique power of the live concert experience and the importance of technology to enable fans around the world to connect with artists and each other. Our overall revenue in 2015 increased by \$378.8 million on a reported basis as compared to last year, or \$738.3 million, an 11% increase, without the impact of changes in foreign exchange rates. While all our segments contributed to this success, the increase was largely driven

by growth in our Concerts segment due to an increase in the number of events and fans. Ticketing increased as well, with growth in concerts and sporting event ticket sales globally as well as the continued expansion of our resale business. Additionally, Sponsorship & Advertising again delivered strong growth over 2014 due to higher sales for our festivals as well as new partnerships in Australia and Asia. Higher artist management commissions and sports-related revenue in Artist Nation led to an increase in overall revenue for that segment as well. 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 and therefore drive growth across all our businesses. We believe that by leveraging our leadership position in the entertainment industry to reach fans through the live concert experience, we will sell more tickets and uniquely engage more advertising partners. By advancing innovation in ticketing technology, we will continue to improve the fan experience by offering increased and more diversified choices in an expanded ticketing marketplace. This gives us a compelling opportunity to grow our fan base and our results.

Our Concerts segment was the largest contributor to our overall revenue growth, with an increase of \$238.1 million on a reported basis as compared to last year, or \$498.7 million, an 11% increase, without the impact of changes in foreign exchange rates. The higher revenue was partially due to additional arena shows globally and an overall increase in attendance at arena shows this year. Some of the artists driving this increase included U2, Madonna, Maroon 5 and Ariana Grande. In addition, the ongoing expansion of our festival portfolio in North America drove growth in attendance for festival events with such well-known brands as Lollapalooza and Bonnaroo joining our roster. We continue to see great success in our European festivals such as Rock Werchter and Reading, as well as electronic events including Electric Daisy Carnival and Creamfields. Over 15 million fans attended our amphitheater shows throughout the year which is a record for Live Nation where Kid Rock, Luke Bryan and 5 Seconds of Summer played to sold out audiences over the summer. Our efforts to enhance our amphitheater onsite business got off to a great start in 2015 with our new food and beverage and point of sale partners offering more selections and a faster transaction process. In our international business, we saw growth in our new Asian markets - Thailand, Taiwan and Indonesia - while large tours by the popular Korean act Bigbang as well as Fleetwood Mac in Australia grew ticket revenue in our Pan-Asian business. This growth more than offset a decline in stadium activity in both North America and Europe which is a function of the mix of artists touring in the year. Our operating income for the year improved over 2014 largely due to the impact of the goodwill impairment in 2014 which was partially offset by higher depreciation and amortization in 2015. We will continue to look for expansion opportunities, both domestically and internationally, as well as ways to market our events more effectively, in order to continue to expand our fan base and geographic reach and to sell more tickets and onsite products.

Our Ticketing segment revenue for the year increased by \$82.3 million on a reported basis as compared to last year, or \$156.3 million, a 10% increase, without the impact of changes in foreign exchange rates. This increase was largely due to a 4% growth in primary ticket sales globally, driven by increased sales for concert and sporting events. As we continued to improve our platform and provide consumers with a broader range of secure ticketing options, visits to our websites increased by 10% in 2015 with nearly 60% of these visits occurring on mobile devices. Our resale business also grew during the year in North America, Europe and Australia, with gross transaction value, or GTV, improving by 32% on a reported basis year-over-year. Mobile continues to be an area of focus and innovation for us and in 2015, 21% of our total tickets were sold via mobile and tablet devices and our total mobile ticket sales increased by 20% year-over-year. Operating results for the year increased over 2015, largely as a result of strong primary ticket sales as well as our growing resale ticketing business. We will continue to implement new features to drive further expansion of mobile ticket transactions and invest in initiatives aimed at improving the ticket search, purchase and transfer process. As a result, we expect to attract more ticket buyers and enhance the overall fan and venue client experience.

Our Artist Nation segment revenue for the year increased by \$44.8 million on a reported basis as compared to last year, or \$51.4 million, a 13% increase, without the impact of changes in foreign exchange rates driven by higher management commissions and sports-related revenue. Artist Nation's operating results were flat to 2014 as the impact of the goodwill impairment in 2014 was largely offset by higher investment in new business lines in 2015 as well as higher amortization associated with recent acquisitions. Our Artist Nation segment is focused on managing its existing clients as well as developing new relationships with top artists and extending the various services it provides.

Our Sponsorship & Advertising segment revenue for the year was up \$33.4 million on a reported basis as compared to last year, or \$51.6 million, a 17% increase, without the impact of changes in foreign exchange rates. Higher revenue resulted from new clients, increased festival sponsorships, and expansion of our business in Australia and Asia, all of which also increased our operating income. Our growth has been driven by the expansion of our festival footprint and engaging new sponsor clients with both our existing events and new brands added to our festival family. Operating income for the year improved by 5% on a reported basis which was driven by higher revenue, partially offset by the impact of changes in foreign exchange rates. We believe that our extensive on-site and online reach, global venue distribution network, artist relationships, ticketing operations and live entertainment content are the key to securing long-term sponsorship agreements with major brands, and we plan to expand these assets while extending further into new markets internationally.

We continue to be optimistic about the long-term potential of our company and are focused on the key elements of our business model: expand our concert platform, sell more tickets and invest in product improvements, grow resale ticket volume, grow sponsorship and advertising and drive artist management through our other core businesses.

## **Segment Overview**

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

### ***Concerts***

Our Concerts segment principally involves the global promotion of live music events in our owned or operated venues and in rented third-party venues, the operation and management of music venues, the production of music festivals across the world and the creation of associated content. While our Concerts segment operates year-round, we experience higher revenue during the second and third quarters due to the seasonal nature of shows at our outdoor amphitheaters and festivals, which primarily occur from May through October. 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.

To judge the health of our Concerts segment, we primarily monitor the number of confirmed events in our network of owned or operated and third-party venues, talent fees, average paid attendance and advance ticket sales. In addition, at our owned or operated venues, 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***

Our Ticketing segment is primarily an agency business that sells tickets for events on behalf of our clients and retains a service charge for these services. We sell tickets through websites, mobile apps, ticket outlets and telephone call centers. Our ticketing sales are impacted by fluctuations in the availability of events for sale to the public, which may vary depending upon scheduling by our clients. We also offer ticket resale services, sometimes referred to as secondary ticketing, primarily through our integrated inventory platform, league/team platforms and other platforms internationally. Our Ticketing segment also manages our online activities including enhancements to our websites and product offerings. Through our websites, we sell tickets to our own events as well as tickets for our clients and provide event information. Revenue related to ticketing service charges is recognized when the ticket is sold except for our own events where our concert promoters control ticketing and then the revenue is deferred and recognized as the event occurs.

To judge the health of our Ticketing segment, we primarily review the gross transaction value and the number of tickets sold through our primary and secondary 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, the overall number of customers in our database, the number of tickets sold via mobile, the number of app installs and gross transaction value and fees related to secondary 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.

### ***Artist Nation***

Our Artist Nation segment primarily provides management services to music artists and other clients in exchange for a commission on the earnings of these artists. Our Artist Nation segment also creates and sells merchandise for music artists at live performances, to retailers and directly to consumers via the internet. Revenue earned from our Artist Nation segment is impacted to a large degree by the touring schedules of the artists we represent and generally we experience higher revenue during the second and third quarters as the period from May through October tends to be a popular time for touring events.

To judge the health of our Artist Nation segment, we primarily review the number of major clients represented. 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 foreign exchange rates.

### ***Sponsorship & Advertising***

Our Sponsorship & Advertising segment employs a sales force that creates and maintains relationships with sponsors through a combination of strategic, international, national and local opportunities that allow businesses to reach customers through our concerts, venue, artist relationship and ticketing assets, including advertising on our websites. We drive increased advertising scale to further monetize our concerts platform through rich media offerings including advertising associated with live streaming and music-related original content. We work with our corporate clients to help create marketing programs that drive their business goals and connect their brands directly with fans and artists. We also develop, book and produce custom events or programs for our clients' specific brands which are typically experienced exclusively by the clients' consumers. These custom events can involve live music events with talent and media, using both online and traditional outlets. We typically

[Table of Contents](#)

experience higher revenue in the second and third quarters, as a large portion of sponsorships are associated with shows at our outdoor amphitheaters and festivals which primarily occur from May through October.

To judge the health of our Sponsorship & Advertising segment, we primarily review the revenue generated through sponsorship arrangements, the percentage of expected revenue under contract and online advertising revenue through our websites. 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.

**Consolidated Results of Operations**

	Year Ended December 31,			% Change 2015 vs 2014	% Change 2014 vs 2013
	2015	2014	2013		
	<i>(in thousands)</i>				
Revenue	\$ 7,245,731	\$ 6,866,964	\$ 6,478,547	6%	6%
Operating expenses:					
Direct operating expenses	5,196,473	4,919,969	4,680,507	6%	5%
Selling, general and administrative expenses	1,397,908	1,330,160	1,226,892	5%	8%
Depreciation and amortization	397,241	368,143	368,923	8%	—%
Goodwill impairment	—	134,961	—	*	*
Loss (gain) on disposal of operating assets	845	(4,494)	(38,259)	*	*
Corporate expenses	107,794	101,000	94,385	7%	7%
Acquisition transaction expenses	14,098	10,061	6,439	*	*
Operating income	131,372	7,164	139,660	*	(95)%
Operating margin	1.8%	0.1%	2.2%		
Interest expense	102,881	106,312	111,659		
Loss on extinguishment of debt	—	188	36,269		
Interest income	(3,528)	(3,606)	(5,071)		
Equity in earnings of nonconsolidated affiliates	(1,502)	(4,166)	(856)		
Other expense, net	27,168	8,256	2,796		
Income (loss) before income taxes	6,353	(99,820)	(5,137)		
Income tax expense	22,122	4,630	30,878		
Net loss	(15,769)	(104,450)	(36,015)		
Net income (loss) attributable to noncontrolling interests	16,739	(13,643)	7,363		
Net loss attributable to common stockholders of Live Nation	\$ (32,508)	\$ (90,807)	\$ (43,378)		

\* Percentages are not meaningful.

**Key Operating Metrics**

	Year Ended December 31,		
	2015	2014	2013
<b>Concerts</b> <sup>(1)</sup>			
Estimated events:			
North America	16,854	15,948	15,580
International	8,665	6,853	7,270
Total estimated events	25,519	22,801	22,850
Estimated fans (rounded):			
North America	43,753,000	40,092,000	37,954,000
International	19,704,000	18,485,000	21,527,000
Total estimated fans	63,457,000	58,577,000	59,481,000
<b>Ticketing</b>			
Number of tickets sold (in thousands) <sup>(2)</sup>	160,476	153,744	148,852

- <sup>(1)</sup> 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.
- <sup>(2)</sup> The number of tickets sold includes primary tickets only. This metric includes tickets sold during the year regardless of event timing except for our own events where our concert promoters control ticketing which are reported as the events occur. The total number of tickets sold reported above for 2015, 2014 and 2013 excludes approximately 297 million, 300 million and 301 million, respectively, of estimated tickets sold using our Ticketmaster systems, through season seat packages and our venue clients' box offices, for which we do not receive a fee.

### **Revenue**

Our revenue increased \$378.8 million, or 6%, during the year ended December 31, 2015 as compared to the prior year. The overall increase in revenue was primarily due to increases in our Concerts, Ticketing, Artist Nation and Sponsorship & Advertising segments of \$238.1 million, \$82.3 million, \$44.8 million and \$33.4 million, respectively. Excluding the decrease of approximately \$359.5 million related to the impact of changes in foreign exchange rates, revenue increased \$738.3 million, or 11%.

Our revenue increased \$388.4 million, or 6%, during the year ended December 31, 2014 as compared to the prior year. The overall increase in revenue was primarily due to increases in our Concerts and Ticketing segments of \$209.7 million and \$149.4 million, respectively. Excluding the decrease of approximately \$0.1 million related to the impact of changes in foreign exchange rates, revenue increased \$388.5 million, or 6%.

More detailed explanations of these changes along with the impact of changes in foreign exchange rates, if significant, are included in the applicable segment discussions below.

### **Direct operating expenses**

Our direct operating expenses increased \$276.5 million, or 6%, during the year ended December 31, 2015 as compared to the prior year. The overall increase in direct operating expenses was primarily due to increases in our Concerts, Ticketing and Artist Nation segments of \$204.4 million, \$45.4 million and \$33.5 million, respectively. Excluding the decrease of approximately \$264.7 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$541.2 million, or 11%.

Our direct operating expenses increased \$239.5 million, or 5%, during the year ended December 31, 2014 as compared to the prior year. The overall increase in direct operating expenses was primarily due to increases in our Concerts and Ticketing segments of \$186.5 million and \$91.1 million, respectively. Excluding the increase of approximately \$5.3 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$234.2 million, or 5%.

Direct operating expenses include artist fees, event production costs, ticketing client royalties, show-related marketing and advertising expenses, along with other costs.

More detailed explanations of these changes along with the impact of changes in foreign exchange rates, if significant, are included in the applicable segment discussions below.

### **Selling, general and administrative expenses**

Our selling, general and administrative expenses increased \$67.7 million, or 5%, during the year ended December 31, 2015 as compared to the prior year. The overall increase in selling, general and administrative expenses was primarily due to increases in our Concerts, Ticketing and Artist Nation segments of \$23.9 million, \$15.5 million and \$22.1 million, respectively. Excluding the decrease of approximately \$57.3 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$125.0 million, or 9%.

Our selling, general and administrative expenses increased \$103.3 million, or 8%, during the year ended December 31, 2014 as compared to the prior year. The overall increase in selling, general and administrative expenses was primarily due to increases in our Concerts, Ticketing and Artist Nation segments of \$33.9 million, \$29.2 million and \$34.8 million, respectively. Excluding the increase of approximately \$1.0 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$102.3 million, or 8%.

More detailed explanations of these changes along with the impact of changes in foreign exchange rates, if significant, are included in the applicable segment discussions below.

### **Depreciation and amortization**

Depreciation and amortization increased \$29.1 million, or 8%, during the year ended December 31, 2015 as compared to the prior year. The overall increase in depreciation and amortization was primarily due to increases in our Concerts and Artist Nation segments of \$31.7 million and \$11.6 million, respectively, partially offset by a decrease in our Ticketing segment of \$20.8 million.

Depreciation and amortization decreased \$0.8 million during the year ended December 31, 2014 as compared to the prior year. The overall decrease in depreciation and amortization was primarily due to a decrease in our Concerts segment of \$17.3 million partially offset by an increase in our Ticketing segment of \$14.1 million.

More detailed explanations of these changes along with the impact of changes in foreign exchange rates, if significant, are included in the applicable segment discussions below.

***Goodwill impairment***

In 2014, goodwill impairments of \$117.0 million and \$17.9 million were recorded in conjunction with our annual impairment tests related to the International Concerts reporting unit in the Concerts segment and the Artist Services (non-management) reporting unit in the Artist Nation segment, respectively. See “—Critical Accounting Policies and Estimates —Goodwill” for further discussion of the factors impacting this impairment. There were no impairment charges in 2015.

***Loss (gain) on disposal of operating assets***

Gain on disposal of operating assets for the year ended December 31, 2014 was \$4.5 million consisting primarily of a gain recognized in our Concerts segment in connection with the final insurance recovery received for storm damage to an amphitheater in New York during Hurricane Sandy in 2012.

Gain on disposal of operating assets for the year ended December 31, 2013 was \$38.3 million consisting primarily of a \$24.8 million gain recognized in our Concerts segment from the May 2013 sale of a theater in New York. In addition, we recognized a gain in our Concerts segment of \$14.1 million in connection with insurance recoveries for storm damage sustained to an amphitheater as discussed above.

***Loss on extinguishment of debt***

We recorded a loss on extinguishment of debt of \$36.3 million for the year ended December 31, 2013 in connection with the refinancing of the term loans under our senior secured credit facility and the redemption of our 8.125% senior notes in August 2013. These obligations were paid with proceeds from incremental term loans under our senior secured credit facility and the issuance of additional 7% senior notes. There were no significant gains or losses on extinguishment of debt recorded in 2015 and 2014.

***Other expense, net***

Other expense, net was \$27.2 million, \$8.3 million and \$2.8 million for the years ended December 31, 2015, 2014 and 2013, respectively, and includes net foreign exchange rate losses of \$35.3 million, \$28.9 million and \$2.8 million, respectively, primarily from revaluation of certain foreign currency denominated net assets or liabilities held internationally. The 2015 net loss was partially offset by remeasurement gains of \$9.1 million recorded in connection with the consolidation of a festival promotion business, a ticketing company and an artist management business that were all previously accounted for as equity investments, due to the acquisition of additional interests in the companies. The 2014 net loss was partially offset by a remeasurement gain of \$17.1 million recorded in connection with the consolidation of an artist management business that had been previously accounted for as an equity investment, due to a change in the governing agreements.

***Income taxes***

For the year ended December 31, 2015, we had a net tax expense of \$22.1 million on income before income taxes of \$6.4 million compared to a net tax expense of \$4.6 million on a loss before income taxes of \$99.8 million for 2014. In 2015, income tax expense consisted of \$15.5 million related to tax expense for foreign entities and \$6.4 million related to state and local income taxes. The net increase is due to an increase in earnings in our foreign tax jurisdictions along with lower reversals of valuation allowances in 2015.

For the year ended December 31, 2014, we had a net tax expense of \$4.6 million on a loss before income taxes of \$99.8 million compared to a net tax expense of \$30.9 million on a loss before income taxes of \$5.1 million for 2013. In 2014, income tax expense primarily consisted of \$8.5 million related to tax expense for foreign entities and \$7.0 million related to state and local income taxes partially offset by \$12.9 million related to the reversal of valuation allowances in connection with certain acquisitions. The net decrease is due to a reduction in earnings in our foreign tax jurisdictions and the reversal of valuation allowances. These decreases were partially offset by increased state and local income taxes due to income in excess of available net operating loss carryforwards in certain states.

***Net income (loss) attributable to noncontrolling interests***

Net income (loss) attributable to noncontrolling interests increased \$30.4 million to income of \$16.7 million during the year ended December 31, 2015 as compared to the prior year primarily due to improved operating results from certain festival businesses and the portion of the 2014 goodwill impairment attributable to noncontrolling interests, partially offset by the prospective consolidation of an artist management company that occurred in 2014.

Net income (loss) attributable to noncontrolling interests decreased \$21.0 million to a loss of \$13.6 million during the year ended December 31, 2014 as compared to the prior year primarily due to the portion of the goodwill impairment attributable to noncontrolling interests partially offset by the prospective consolidation of, and improved operating results from, certain artist management companies.

## Concerts Results of Operations

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

	Year Ended December 31,			% Change 2015 vs 2014	% Change 2014 vs 2013
	2015	2014	2013		
	<i>(in thousands)</i>				
Revenue	\$ 4,964,991	\$ 4,726,877	\$ 4,517,191	5%	5%
Direct operating expenses	4,220,963	4,016,540	3,829,991	5%	5%
Selling, general and administrative expenses	690,381	666,475	632,614	4%	5%
Depreciation and amortization	146,795	115,088	132,386	28%	(13)%
Goodwill impairment	—	117,013	—	*	*
Loss (gain) on disposal of operating assets	430	(2,954)	(38,927)	*	*
Acquisition transaction expenses	11,727	5,171	723	*	*
Operating loss	\$ (105,305)	\$ (190,456)	\$ (39,596)	45%	*
Operating margin	(2.1)%	(4.0)%	(0.9)%		
Adjusted operating income **	\$ 61,583	\$ 50,547	\$ 60,326	22%	(16)%

\* Percentages are not meaningful.

\*\* AOI is defined and reconciled to operating income (loss) below.

### *Year Ended 2015 Compared to Year Ended 2014*

Concerts revenue increased \$238.1 million, or 5%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$260.6 million related to the impact of changes in foreign exchange rates, revenue increased \$498.7 million, or 11%, primarily due to more shows in our North America arenas and amphitheatres, touring events in Asia and Australia, and incremental revenue of \$203.3 million from the acquisitions of various festival and concert promoters. These increases were partially offset by fewer shows in our North America stadiums.

Concerts direct operating expenses increased \$204.4 million, or 5%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$223.4 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$427.8 million, or 11%, primarily due to the show activity discussed above and incremental direct operating expenses of \$169.9 million from the acquisitions discussed above.

Concerts selling, general and administrative expenses increased \$23.9 million, or 4%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$30.3 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$54.2 million, or 8%, primarily due to compensation costs associated with annual salary increases and higher headcount, higher valuation allowances and incremental expenses of \$30.0 million from the acquisitions discussed above. These increases were partially offset by a reduction in rent expense.

Concerts depreciation and amortization increased \$31.7 million, or 28%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$5.0 million related to the impact of changes in foreign exchange rates, depreciation and amortization increased \$36.7 million, or 32%, primarily due to higher amortization associated with certain revenue generating contracts due to the timing of artists touring, acceleration of depreciation and amortization associated with a change in the estimated useful lives of certain intangible assets, and leasehold improvements and incremental depreciation and amortization of \$18.5 million from the acquisitions discussed above.

Concerts recorded a goodwill impairment of \$117.0 million related to our international concerts business in the fourth quarter of 2014 in connection with our annual impairment test. There was no impairment charge recorded during 2015.

Concerts acquisition transaction expenses increased \$6.6 million during the year ended December 31, 2015 as compared to the prior year primarily due to an increase in the fair value of a put option held by a third party to sell its noncontrolling interest in one of our subsidiaries to us.

The decreased operating loss for Concerts for the year ended December 31, 2015 was primarily driven by the 2014 goodwill impairment and higher bad debt reserves.

**Year Ended 2014 Compared to Year Ended 2013**

Concerts revenue increased \$209.7 million, or 5%, during the year ended December 31, 2014 as compared to the prior year. Excluding the increase of \$8.2 million related to the impact of changes in foreign exchange rates, revenue increased \$201.5 million, or 4%, primarily due to more shows at North America stadiums and amphitheaters and increased North America festival activity offset by fewer events in international arenas and stadiums driven by less available touring content. Revenue was also impacted by incremental revenue of \$48.1 million primarily from the acquisition of festival promoter businesses.

Concerts direct operating expenses increased \$186.5 million, or 5%, during the year ended December 31, 2014 as compared to the prior year. Excluding the increase of \$9.3 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$177.2 million, or 5%, primarily due to higher expenses associated with the increased show activity discussed above. In addition, we incurred incremental expenses of \$50.6 million from the acquisitions noted above.

Concerts selling, general and administrative expenses increased \$33.9 million, or 5%, during the year ended December 31, 2014 as compared to the prior year primarily due to higher compensation costs driven by annual salary increases and additional headcount along with a reduction in rent expense during 2013 due to the recognition of an incentive payment for early termination of a venue lease. In addition, we incurred incremental expenses of \$8.6 million from the acquisitions noted above.

Concerts depreciation and amortization decreased \$17.3 million, or 13%, during the year ended December 31, 2014 as compared to the prior year primarily due to higher impairment charges and amortization acceleration of certain intangible assets recorded during 2013. We recorded impairment charges of \$8.6 million in 2013 primarily associated with venue management and leasehold intangible assets when it was determined that the estimated undiscounted cash flows associated with the respective intangible asset was less than its carrying value. In addition, in 2013 we accelerated \$6.7 million of amortization associated with a change in the estimated useful lives of certain venue management and leasehold intangible assets. We did not record any significant impairment charges or accelerated amortization of long-lived assets during 2014.

Concerts recorded a goodwill impairment of \$117.0 million related to our international concerts business. The impairment was recorded in the fourth quarter of 2014 in connection with our annual impairment test.

Concerts gain on disposal of operating assets of \$3.0 million for the year ended December 31, 2014 consists primarily of the final insurance recovery for storm damage to an amphitheater in New York during Hurricane Sandy in 2012. Concerts gain on disposal of operating assets of \$38.9 million for the year ended December 31, 2013 was primarily due to a \$24.8 million gain on the sale of a theater in New York and \$14.1 million related to insurance recoveries from the storm damage discussed above.

Concerts acquisition transaction expenses increased \$4.4 million for the year ended December 31, 2014 as compared to the prior year primarily due to costs associated with our acquisition of a festival and concert promoter in the United States.

The increased operating loss for Concerts for the year ended December 31, 2014 was primarily driven by the goodwill impairment, lower gain on disposal of operating assets, higher selling, general and administrative expenses and lower results from our international business. These decreases were partially offset by increased North America show activity.

**Ticketing Results of Operations**

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

	Year Ended December 31,			% Change 2015 vs 2014	% Change 2014 vs 2013
	2015	2014	2013		
	<i>(in thousands)</i>				
Revenue	\$ 1,639,564	\$ 1,557,254	\$ 1,407,817	5%	11%
Direct operating expenses	808,697	763,280	672,221	6%	14%
Selling, general and administrative expenses	487,495	471,982	442,788	3%	7%
Depreciation and amortization	184,129	204,901	190,801	(10)%	7%
Loss (gain) on disposal of operating assets	26	(1,583)	(4)	*	*
Acquisition transaction expenses	988	1,381	245	*	*
Operating income	\$ 158,229	\$ 117,293	\$ 101,766	35%	15%
Operating margin	9.7%	7.5%	7.2%		
Adjusted operating income **	\$ 346,463	\$ 326,121	\$ 298,121	6%	9%

\* Percentages are not meaningful.

\*\* AOI is defined and reconciled to operating income (loss) below.

***Year Ended 2015 Compared to Year Ended 2014***

Ticketing revenue increased \$82.3 million, or 5%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$74.0 million related to the impact of changes in foreign exchange rates, revenue increased \$156.3 million, or 10%, primarily due to increased primary ticket volume, higher resale ticket fees driven by higher concerts and professional sports ticket sales and incremental revenue of \$25.3 million from the acquisitions of various ticketing businesses.

Ticketing direct operating expenses increased \$45.4 million, or 6%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$35.6 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$81.0 million, or 11%, primarily due to royalties associated with the higher primary and resale ticket sales, the impact of a legal settlement received in 2014 and incremental direct operating expenses of \$12.9 million from the acquisitions discussed above.

Ticketing selling, general and administrative expenses increased \$15.5 million, or 3%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$23.6 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$39.1 million, or 8%, primarily due to increased compensation costs associated with annual salary increases and higher headcount along with incremental expenses of \$15.0 million from the acquisitions noted above.

Ticketing depreciation and amortization decreased \$20.8 million, or 10%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$5.7 million related to the impact of changes in foreign exchange rates, depreciation and amortization decreased \$15.1 million, or 7%, primarily due to lower amortization associated with certain technology intangible assets that were fully amortized by the fourth quarter of 2014 and lower amortization associated with the 2014 impairment of certain indefinite-lived intangible assets. In 2014, we recorded impairment charges of \$9.2 million associated with an indefinite-lived intangible trade name in connection with the decision to rebrand certain markets that were not currently using the Ticketmaster trade name along with the impairment of certain technology intangible assets as it was determined that the estimated undiscounted cash flows associated with the respective intangible asset were less than their carrying value. There were no impairment charges recorded in 2015.

Ticketing operating income increased for the year ended December 31, 2015 primarily due to increased primary and resale ticket sales and lower amortization partially offset by higher compensation costs, the legal settlement received in 2014 and the impact of changes in foreign exchange rates.

***Year Ended 2014 Compared to Year Ended 2013***

Ticketing revenue increased \$149.4 million, or 11%, during the year ended December 31, 2014 as compared to the prior year. Excluding the decrease of \$11.2 million related to the impact of changes in foreign exchange rates, revenue increased \$160.6 million, or 11%, primarily due to increased primary ticket sales and fees along with higher domestic resale ticket fees driven by growth in concert and professional sports ticket sales as a result of the continued success of our TM+ resale product.

Ticketing direct operating expenses increased \$91.1 million, or 14%, during the year ended December 31, 2014 as compared to the prior year. Excluding the decrease of \$5.2 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$96.3 million, or 14%, primarily due to higher costs associated with the increased primary and resale ticket sales discussed above partially offset by a legal settlement received in 2014.

Ticketing selling, general and administrative expenses increased \$29.2 million, or 7%, during the year ended December 31, 2014 as compared to the prior year primarily due to higher compensation costs associated with annual salary increases and legal settlements received from insurance carriers in 2013.

Ticketing depreciation and amortization increased \$14.1 million, or 7%, during the year ended December 31, 2014 as compared to the prior year primarily due to increased depreciation from continued investment in our technology platform and higher amortization associated with the impairment of certain intangible assets. In 2014, we recorded impairment charges of \$9.2 million associated with an indefinite-lived intangible trade name discussed above.

Ticketing operating income increased for the year ended December 31, 2014 primarily due to increased domestic primary and resale ticket revenue partially offset by higher compensation costs and increased depreciation and amortization.

## Artist Nation Results of Operations

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

	Year Ended December 31,			% Change	% Change
	2015	2014	2013	2015 vs 2014	2014 vs 2013
	<i>(in thousands)</i>				
Revenue	\$ 434,201	\$ 389,437	\$ 352,947	11%	10%
Direct operating expenses	245,781	212,302	218,113	16%	(3)%
Selling, general and administrative expenses	160,176	138,066	103,304	16%	34%
Depreciation and amortization	54,980	43,343	42,613	27%	2%
Goodwill impairment	—	17,948	—	*	*
Loss on disposal of operating assets	215	34	665	*	*
Acquisition transaction expenses	1,232	566	3	*	*
Operating loss	\$ (28,183)	\$ (22,822)	\$ (11,751)	(23)%	(94)%
Operating margin	(6.5)%	(5.9)%	(3.3)%		
Adjusted operating income **	\$ 33,162	\$ 48,063	\$ 32,084	(31)%	50%

\* Percentages are not meaningful.

\*\* AOI is defined and reconciled to operating income (loss) below.

### Year Ended 2015 Compared to Year Ended 2014

Artist Nation revenue increased \$44.8 million, or 11%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$6.6 million related to the impact of changes in foreign exchange rates, revenue increased \$51.4 million, or 13%, primarily due to higher revenue in our management business and incremental revenue of \$25.3 million from the acquisition or prospective consolidation of various artist management businesses. These increases were partially offset by lower tour merchandise sales.

Artist Nation direct operating expenses increased \$33.5 million, or 16%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$3.7 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$37.2 million, or 18%, primarily due to higher costs associated with the management business.

Artist Nation selling, general and administrative expenses increased \$22.1 million, or 16%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$2.0 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$24.1 million, or 17%, primarily due to higher compensation expense in the management business and incremental expenses of \$14.2 million resulting from the acquisitions or prospective consolidations discussed above.

Artist Nation depreciation and amortization increased \$11.6 million, or 27%, during the year ended December 31, 2015 as compared to the prior year due to incremental depreciation and amortization of \$11.2 million resulting from the acquisitions or prospective consolidations discussed above.

Artist Nation recorded a goodwill impairment of \$17.9 million related to our artist services (non-management) business in the fourth quarter of 2014 in connection with our annual impairment test.

The operating loss for Artist Nation for the year ended December 31, 2015 was relatively unchanged from 2014 as improved results in our management business and the impact from the 2014 goodwill impairment were offset by higher compensation costs.

### Year Ended 2014 Compared to Year Ended 2013

Artist Nation revenue increased \$36.5 million, or 10%, during the year ended December 31, 2014 as compared to the prior year primarily due to incremental revenue of \$27.3 million resulting from the acquisition or prospective consolidation of various artist management companies. In addition, revenue increased due to higher management commissions and the expansion of production management projects. These increases were partially offset by a reduction in VIP ticket revenue due to the decision by the Concerts segment in July 2013 to expand their premium ticket packages and no longer outsource this service to Artist Nation.

[Table of Contents](#)

Artist Nation direct operating expenses decreased \$5.8 million, or 3%, during the year ended December 31, 2014 as compared to the prior year primarily due to a reduction in costs associated with the VIP ticket program discontinuation partially offset by increased costs related to the production management activity as discussed above.

Artist Nation selling, general and administrative expenses increased \$34.8 million, or 34%, during the year ended December 31, 2014 as compared to the prior year primarily due to higher compensation and non-cash compensation expenses in the management business along with incremental expenses of \$10.8 million resulting from the acquisitions and prospective consolidations discussed above.

Artist Nation depreciation and amortization increased \$0.7 million, or 2%, during the year ended December 31, 2014 as compared to the prior year resulting primarily from an impairment charge of \$6.1 million related to a client/vendor relationship intangible in the management business as it was determined that the estimated undiscounted cash flows associated with the respective intangible asset were less than their carrying value. The increase was partially offset by lower amortization from certain intangible assets that became fully amortized in 2013.

Artist Nation recorded a goodwill impairment of \$17.9 million related to our artist services (non-management) business. The impairment was recorded in the fourth quarter of 2014 in connection with our annual impairment test.

The increased operating loss for Artist Nation for the year ended December 31, 2014 was primarily driven by the goodwill impairment. This was partially offset by higher management commissions and the acquisition or prospective consolidation of various artist management companies.

### Sponsorship & Advertising Results of Operations

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

	Year Ended December 31,			% Change 2015 vs 2014	% Change 2014 vs 2013
	2015	2014	2013		
	<i>(in thousands)</i>				
Revenue	\$ 333,726	\$ 300,279	\$ 284,692	11%	5%
Direct operating expenses	47,760	37,973	45,021	26%	(16)%
Selling, general and administrative expenses	57,681	50,292	45,618	15%	10%
Depreciation and amortization	9,932	4,281	2,351	*	82%
Acquisition transaction expenses	—	—	64	*	*
Operating income	\$ 218,353	\$ 207,733	\$ 191,638	5%	8%
Operating margin	65.4%	69.2%	67.3%		
Adjusted operating income **	\$ 229,859	\$ 213,410	\$ 194,807	8%	10%

\* Percentages are not meaningful.

\*\* AOI is defined and reconciled to operating income (loss) below.

#### *Year Ended 2015 Compared to Year Ended 2014*

Sponsorship & Advertising revenue increased \$33.4 million, or 11%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$18.2 million related to the impact of changes in foreign exchange rates, revenue increased \$51.6 million, or 17%, primarily due to increased festival activity, new sponsorship programs in North America and incremental revenue of \$26.5 million from the acquisition of various festival and concert businesses.

Sponsorship & Advertising direct operating expenses increased \$9.8 million, or 26%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$2.0 million related to the impact of changes in foreign exchange rates, direct operating expenses increased \$11.8 million, or 31%, primarily due to higher fulfillment costs associated with the new sponsorship programs.

Sponsorship & Advertising selling, general and administrative expenses increased \$7.4 million, or 15%, during the year ended December 31, 2015 as compared to the prior year. Excluding the decrease of \$1.4 million related to the impact of changes in foreign exchange rates, selling, general and administrative expenses increased \$8.8 million, or 17%, as compared to the prior year primarily due to higher compensation costs associated with higher headcount.

Sponsorship & Advertising depreciation and amortization increased \$5.7 million during the year ended December 31, 2015 as compared to the prior year primarily due to incremental depreciation and amortization of \$5.3 million from the acquisitions discussed above.

The increased operating income for the year ended December 31, 2015 was primarily driven by increased festival activity and the acquisitions discussed above, partially offset by the impact of changes in foreign exchange rates.

***Year Ended 2014 Compared to Year Ended 2013***

Sponsorship & Advertising revenue increased \$15.6 million, or 5%, during the year ended December 31, 2014 as compared to the prior year. Excluding the increase of \$1.9 million related to the impact of changes in foreign exchange rates, revenue increased \$13.7 million, or 5%, primarily due to higher domestic online advertising and new, or expansion of existing, domestic sponsorship agreements along with incremental revenue of \$4.2 million from the acquisition of various festival businesses. These increases were partially offset by lower international festival sponsorships.

Sponsorship & Advertising direct operating expenses decreased \$7.0 million, or 16%, during the year ended December 31, 2014 as compared to the prior year primarily driven by lower fulfillment costs on certain sponsorship agreements and lower costs associated with the reduction in international festival sponsorships.

Sponsorship & Advertising selling, general and administrative expenses increased \$4.7 million, or 10%, during the year ended December 31, 2014 as compared to the prior year primarily due to higher compensation costs from increased headcount to drive additional sales in future periods.

Sponsorship & Advertising depreciation and amortization increased \$1.9 million, or 82%, during the year ended December 31, 2014 as compared to the prior year primarily due to incremental amortization related to certain intangible assets associated with the acquisitions discussed above.

The increased operating income for the year ended December 31, 2014 was primarily due to increased domestic online advertising and sponsorship programs.

**Reconciliation of Segment Adjusted Operating Income (Loss)**

AOI is a non-GAAP financial measure that we define as operating income (loss) before acquisition expenses (including transaction costs, changes in the fair value of accrued acquisition-related contingent consideration arrangements, and acquisition-related severance), depreciation and amortization (including goodwill impairment), loss (gain) on disposal of operating assets and non-cash and certain stock-based compensation expense (including expense associated with grants of certain stock-based awards which were classified as liabilities). 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, 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.

[Table of Contents](#)

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

	Adjusted operating income (loss)	Non-cash and stock- based compensation expense	Loss (gain) on disposal of operating assets	Depreciation and amortization	Goodwill impairment	Acquisition expenses	Operating income (loss)
<i>(in thousands)</i>							
<b>2015</b>							
Concerts	\$ 61,583	\$ 7,028	\$ 430	\$ 146,795	\$ —	\$ 12,635	\$ (105,305)
Ticketing	346,463	2,860	26	184,129	—	1,219	158,229
Artist Nation	33,162	4,918	215	54,980	—	1,232	(28,183)
Sponsorship & Advertising	229,859	1,574	—	9,932	—	—	218,353
Other and Eliminations	(2,198)	—	—	(2,085)	—	—	(113)
Corporate	(90,813)	16,981	174	3,490	—	151	(111,609)
Total	<u>\$ 578,056</u>	<u>\$ 33,361</u>	<u>\$ 845</u>	<u>\$ 397,241</u>	<u>\$ —</u>	<u>\$ 15,237</u>	<u>\$ 131,372</u>
<b>2014</b>							
Concerts	\$ 50,547	\$ 6,685	\$ (2,954)	\$ 115,088	\$ 117,013	\$ 5,171	\$ (190,456)
Ticketing	326,121	4,129	(1,583)	204,901	—	1,381	117,293
Artist Nation	48,063	8,994	34	43,343	17,948	566	(22,822)
Sponsorship & Advertising	213,410	1,396	—	4,281	—	—	207,733
Other and Eliminations	(102)	—	(29)	(2,062)	—	38	1,951
Corporate	(83,175)	17,825	38	2,592	—	2,905	(106,535)
Total	<u>\$ 554,864</u>	<u>\$ 39,029</u>	<u>\$ (4,494)</u>	<u>\$ 368,143</u>	<u>\$ 134,961</u>	<u>\$ 10,061</u>	<u>\$ 7,164</u>
<b>2013</b>							
Concerts	\$ 60,326	\$ 5,740	\$ (38,927)	\$ 132,386	\$ —	\$ 723	\$ (39,596)
Ticketing	298,121	5,313	(4)	190,801	—	245	101,766
Artist Nation	32,084	554	665	42,613	—	3	(11,751)
Sponsorship & Advertising	194,807	754	—	2,351	—	64	191,638
Other and Eliminations	(1,829)	—	7	(1,839)	—	—	3
Corporate	(78,331)	16,054	—	2,611	—	5,404	(102,400)
Total	<u>\$ 505,178</u>	<u>\$ 28,415</u>	<u>\$ (38,259)</u>	<u>\$ 368,923</u>	<u>\$ —</u>	<u>\$ 6,439</u>	<u>\$ 139,660</u>

## Liquidity and Capital Resources

Our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, are funded from operations or from borrowings under our senior secured credit facility described below. 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 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 \$1.3 billion at December 31, 2015 and \$1.4 billion at December 31, 2014. Included in the December 31, 2015 and 2014 cash and cash equivalents balance is \$549.0 million and \$533.8 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 that 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 \$550.0 million in cash and cash equivalents, excluding client cash, at December 31, 2015. We do not intend to repatriate these funds, but if we did, we would need to accrue and pay United States federal and state income taxes on any future repatriations, net of applicable foreign tax credits. 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 \$2.0 billion at December 31, 2015 and 2014. Our weighted-average cost of debt, excluding the unamortized debt discounts and debt issuance costs and including the debt premium on our term loans and notes, was 4.2% at December 31, 2015.

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 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 equivalent 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.

For our Concerts segment, we generally receive cash related to ticket revenue at our owned or operated venues in advance of the event, which is recorded in deferred revenue until the event occurs. With the exception of some upfront costs and artist deposits, which are recorded in prepaid expenses until the event occurs, we pay the majority of event-related expenses at or after the event.

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 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 and Artist Nation segments, which report the majority of their 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 depending on economic conditions at the time. We expect cash flows from operations and borrowings under our 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 counterparties to our interest rate hedge agreements consist of banks and other third-party financial institutions. While we currently have no indications or expectations that such lenders and counterparties 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. 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 any counterparty to our interest rate hedge agreements default on its obligations, we could experience higher interest rate volatility during the period of any such default.

## Sources of Cash

### *Senior Secured Credit Facility*

At December 31, 2015, our senior secured credit facility consisted of (i) a \$115 million term loan A, (ii) a \$950 million term loan B and (iii) a \$335 million revolving credit facility. Subject to certain conditions, we have the right to increase the facility by at least \$450 million or a greater amount so long as the senior secured leverage ratio calculated on a pro-forma basis (as defined in the credit agreement) is no greater than 3.25x. The revolving credit facility provides for borrowings up to the amount of the facility with sublimits of up to (i) \$150 million to be available for the issuance of letters of credit, (ii) \$50 million to be available for swingline loans, (iii) \$150 million to be available for borrowings in Euros or British Pounds and (iv) \$50 million to be available for borrowings in one or more other approved currencies. The senior secured credit facility is secured by (i) a first priority lien on substantially all of the tangible and intangible personal property of our domestic subsidiaries that are guarantors and (ii) 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.

The interest rates per annum applicable to revolving credit facility loans and term loan A under the senior secured credit facility are, at our option, equal to either LIBOR plus 2.25% or a base rate plus 1.25%, subject to stepdowns based on our net leverage ratio. The interest rates per annum applicable to the term loan B are, at our option, equal to either LIBOR plus 2.75% or a base rate plus 1.75%, subject to a LIBOR floor of 0.75% and a base rate floor of 1.75%. We are required to pay a commitment fee of 0.5% per year on the undrawn portion available under the revolving credit facility, subject to stepdowns based on our net leverage ratio, and variable fees on outstanding letters of credit.

For the term loan A, we are required to make quarterly payments increasing over time from \$2.9 million to \$13.8 million with the balance due at maturity in August 2018. For the term loan B, we are required to make quarterly payments of \$2.4 million with the balance due at maturity in August 2020. The revolving credit facility matures in August 2018. We are also required to make mandatory prepayments of the loans under the credit agreement, subject to specified exceptions, from excess cash flow, and with the proceeds of asset sales, debt issuances and specified other events.

During the year ended December 31, 2015, we made principal payments totaling \$21.0 million primarily on these term loans. At December 31, 2015, the outstanding balances on these term loans, excluding discounts and debt issuance costs, were \$1.0 billion. There were no borrowings under the revolving credit facility as of December 31, 2015. Based on our letters of credit of \$76.1 million, \$258.9 million was available for future borrowings.

### *7% Senior Notes*

In August 2013, we issued an additional \$200 million principal amount of notes under the indenture governing our existing 7% senior notes due 2020 with a \$9.0 million premium, which increased the total principal amount of such notes outstanding to \$425 million. Interest on the notes is payable semiannually in arrears on March 1 and September 1 of each year and the notes will mature on September 1, 2020. We may redeem some or all of the notes at any time prior to September 1, 2016 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 using a discount rate equal to the treasury rate plus 50 basis points. On or after September 1, 2016, we may redeem at our option some or all of the notes at redemption prices that start at 103.5% 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 the aggregate principal amount, plus any accrued and unpaid interest to the repurchase date, if we experience certain defined changes of control.

Proceeds from the issuance of the additional 7% senior notes and refinancing of our senior secured credit facility, excluding the outstanding principal amounts for lenders who elected to convert their outstanding term loans, of \$802.2 million were used to repay \$472.5 million principal amount of our outstanding borrowings under our then existing senior secured credit facility, to repay all of our outstanding 8.125% senior notes due 2018 with a principal amount of \$250 million and to pay the related 'make-whole' premium on these senior notes and total accrued interest and fees of \$35.3 million along with related fees and expenses for the refinancing of \$22.0 million, leaving \$22.4 million in additional cash for general corporate purposes. We recorded \$36.3 million as a loss on extinguishment of debt related to this refinancing in 2013.

### **5.375% Senior Notes**

In May 2014, we issued \$250 million of 5.375% senior notes due 2022. Interest on the notes is payable semiannually in arrears on June 15 and December 15, and the notes will mature in June 2022. We may redeem some or all of the notes at any time prior to June 15, 2017 at a price equal to 100% of the principal amount, plus any accrued and unpaid interest to the date of redemption, plus a 'make-whole' premium. We may also redeem up to 35% of the aggregate principal amount of the notes from the proceeds of certain equity offerings prior to June 15, 2017, at a price equal to 105.375% of the principal amount, plus any accrued and unpaid interest. In addition, on or after June 15, 2017, we may redeem at our option some or all of the notes at redemption prices that start at 104.0313% 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 the aggregate principal amount, plus any accrued and unpaid interest to the repurchase date, if we experience certain defined changes of control.

### **2.5% Convertible Senior Notes**

In May 2014, we issued \$275 million of convertible senior notes due 2019. The notes pay interest semiannually in arrears on May 15 and November 15 at a rate of 2.5% per annum. The notes will mature in May 2019 and may not be redeemed by us prior to the maturity date. The notes will be convertible, under certain circumstances, until November 15, 2018, and on or after such date without condition, at an initial conversion rate of 28.8363 shares of our common stock per \$1,000 principal amount of notes, subject to adjustment, which represents a 52.5% conversion premium based on the last reported sale price for our common stock of \$22.74 on May 19, 2014. 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 7.9 million.

If we experience a fundamental change, as defined in the indenture governing the notes, the holders of the 2.5% convertible senior 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 accrued and unpaid interest, if any.

### **Extinguishment of Debt**

In July 2014, the holders of \$29.3 million in aggregate outstanding principal of the 2.875% convertible senior notes exercised their right to redeem their notes for cash and in late September 2014, pursuant to our option under the indenture governing the notes, we redeemed the remaining outstanding notes using the net proceeds from the issuances of our 5.375% senior notes and our 2.5% convertible senior notes. In addition to redeeming the principal amount of \$220 million of the notes, we paid total accrued interest of \$1.1 million and related fees and expenses of \$0.2 million, leaving \$293.9 million in additional cash available for general corporate purposes. The loss on extinguishment of debt in 2014 related to the redemption of the 2.875% convertible senior notes was not significant.

### **Debt Covenants**

Our senior secured credit facility contains a number of covenants and restrictions that, among other things, require us to satisfy certain financial covenants 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). 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 senior secured credit facility agreement has one covenant, measured quarterly, that relates to total leverage. The consolidated total leverage covenant requires us to maintain a ratio of consolidated total funded debt to consolidated EBITDA (both as defined in the credit agreement) of 4.75x over the trailing four consecutive quarters through September 30, 2016. The consolidated total leverage ratio will reduce to 4.50x on December 31, 2016.

The indentures governing our 7% senior notes and 5.375% 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. The 7% senior notes and the 5.375% senior 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 3.25x for the 7% senior notes and 3.50x for the 5.375% senior notes.

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

## [Table of Contents](#)

consolidated EBITDA to consolidated net interest payable, minimum consolidated cash flow to consolidated debt service and maximum consolidated debt to consolidated EBITDA, all as defined in the applicable debt agreements.

As of December 31, 2015, we believe we were in compliance with all of our debt covenants. We expect to remain in compliance with all of our debt covenants throughout 2016.

### ***Disposals of Assets***

During 2013, we received \$82.6 million of proceeds primarily related to the sale of a theater in New York and insurance recoveries for storm damage sustained to an amphitheater located in New York. There were no significant disposals of operating assets in 2015 and 2014.

### ***Stock Option Exercises***

During 2015, 2014 and 2013 we received \$16.3 million, \$21.8 million and \$85.1 million, respectively, of proceeds from the exercise of stock options.

## **Uses of Cash**

### ***Acquisitions***

When we make acquisitions, the acquired entity may have cash at the time of acquisition. All amounts discussed in this section are presented net of any cash acquired. During 2015, we used \$99.8 million of cash primarily for the acquisitions of all or part of festival promoters located in the United States, the United Kingdom, and Sweden in our Concerts and Sponsorship & Advertising segments and a ticketing business located in Canada in our Ticketing segment. As of the date of acquisition, these businesses had a total of \$114.6 million of cash on their balance sheets, primarily related to deferred revenue for future events.

During 2014, we used \$210.2 million of cash primarily for acquisitions of a controlling interest in a festival and concert promoter located in the United States in our Concerts and Sponsorship & Advertising segments and acquisitions of artist management businesses located in the United States in our Artist Nation segment. As of the date of acquisition, these businesses had a total of \$34.6 million of cash on their balance sheets, primarily related to deferred revenue for future events.

During 2013, we used \$93.5 million of cash primarily for acquisitions of controlling interests in festival promoters located in the United States and the United Kingdom, both in our Concerts and Sponsorship & Advertising segments, along with the acquisition in our Artist Nation segment of an artist management business located in the United Kingdom. As of the date of acquisition, these businesses had a total of \$30.9 million of cash on their balance sheets, primarily related to deferred revenue for future events.

### ***Purchases of Noncontrolling Interests***

During 2013, we used \$50.9 million of cash primarily for the acquisition of the remaining equity interest in a company that owns the 3Arena in Ireland. There were no significant acquisitions of noncontrolling interests during 2015 and 2014.

### ***Capital Expenditures***

Venue and ticketing operations are capital intensive businesses, requiring continual investment in our existing venues and ticketing systems in order to address audience 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 venues are not in operation since that is the time that such improvements can be completed.

Our capital expenditures, including accruals but excluding expenditures funded by outside parties such as landlords or replacements funded by insurance companies, consisted of the following:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Maintenance capital expenditures	\$ 79,008	\$ 60,320	\$ 59,645
Revenue generating capital expenditures	65,726	73,476	56,732
Total capital expenditures	<u>\$ 144,734</u>	<u>\$ 133,796</u>	<u>\$ 116,377</u>

Maintenance capital expenditures for 2015 increased from the prior year primarily due to technology product enhancements.

Revenue generating capital expenditures for 2015 decreased from the prior year primarily due to lower expenditures related to the re-platforming of our ticketing system and development of our integrated resale and primary product.

Revenue generating capital expenditures for 2014 increased from the prior year primarily due to an increase in venue-related projects and higher investments in technology and development of innovative new products.

For the years ended December 31, 2015, 2014 and 2013, \$0.4 million, \$4.4 million and \$24.7 million, respectively, of insurance proceeds and landlord reimbursements have been excluded from capital expenditures in the table above. Included in this total for 2013 is \$18.5 million of insurance proceeds, excluded from revenue generating capital expenditures, to restore an amphitheater in New York that sustained storm damage.

We currently expect capital expenditures to be approximately \$165 million for the year ending December 31, 2016.

## Contractual Obligations and Commitments

### Firm Commitments

In addition to the scheduled maturities on our debt, we have future cash obligations under various types of contracts. We lease office space, certain equipment and many of the venues used in our concert operations under long-term operating leases. Some of our lease agreements contain renewal options and annual rental escalation clauses (generally tied to the consumer price index), as well as provisions for our payment of utilities and maintenance. We also have minimum payments associated with non-cancelable contracts related to our operations such as artist guarantee contracts and client ticketing agreements. As part of our ongoing capital projects, we will enter into construction-related commitments for future capital expenditure work. The scheduled maturities discussed below represent contractual obligations as of December 31, 2015 and thus do not represent all expected expenditures for those periods.

The scheduled maturities of our outstanding long-term debt (excluding unamortized debt discounts and premium), future minimum rental commitments under non-cancelable operating lease agreements, minimum payments under other non-cancelable contracts, capital expenditure commitments and expected payments of contingent consideration liabilities as of December 31, 2015 are as follows:

	Payments Due by Period				
	Total	2016	2017-2018	2019-2020	2021 and thereafter
	<i>(in thousands)</i>				
Long-term debt obligations, including current maturities:					
Term loans and revolving credit facility	\$ 1,022,063	\$ 23,875	\$ 98,063	\$ 900,125	\$ —
7% senior notes	425,000	—	—	425,000	—
2.5% convertible senior notes <sup>(1)</sup>	275,000	—	275,000	—	—
5.375% senior notes	250,000	—	—	—	250,000
Other long-term debt	108,350	18,609	31,511	34,621	23,609
Estimated interest payments <sup>(2)</sup>	417,355	89,018	171,921	132,068	24,348
Non-cancelable operating leases <sup>(3)</sup>	2,096,212	148,547	276,434	234,689	1,436,542
Non-cancelable contracts <sup>(3)</sup>	1,229,668	860,672	270,714	92,161	6,121
	21,029	8,144	4,024	381	8,480
Capital expenditures					
Contingent and deferred consideration	57,329	16,413	32,218	8,698	—
Uncertain income tax positions <sup>(4)</sup>	—	—	—	—	—
Total	<u>\$ 5,902,006</u>	<u>\$ 1,165,278</u>	<u>\$ 1,159,885</u>	<u>\$ 1,827,743</u>	<u>\$ 1,749,100</u>

## [Table of Contents](#)

- (1) On or after November 2018, holders may convert their 2.5% convertible senior notes.
- (2) Does not include interest on the revolving credit facility as the balance was zero as of December 31, 2015.
- (3) Commitment amounts for non-cancelable operating leases and non-cancelable contracts which stipulate an increase in the commitment amount based on an inflationary index have been estimated using an inflation factor of 2.1% for North America, 3.2% for the United Kingdom and 1.8% for the Netherlands.
- (4) Does not include \$7.2 million of uncertain tax positions due to the uncertainty regarding the timing of the future payments.

During 2006, in connection with our acquisition of the Historic Theatre Group, we guaranteed obligations related to a lease agreement. In the event of default, we could be liable for obligations which have future lease payments (undiscounted) of approximately \$18.4 million through the end of 2035 which are not reflected in the table above. The scheduled future minimum rentals for this lease for the years 2016 through 2020 are \$1.6 million each year. The venues under the lease agreement were included in the sale of our North American theatrical business in 2008. The buyer assumed our obligations under the guaranty, however we remain contingently liable to the lessor. We believe that the likelihood of a material liability being triggered under this lease is remote, and no liability has been accrued for these contingent lease obligations as of December 31, 2015.

Aggregate minimum rentals of \$69.5 million to be received in years 2016 through 2023 under non-cancelable subleases are excluded from the commitment amounts in the above table.

### ***Guarantees of Third-Party Obligations***

As of December 31, 2015 and 2014, we guaranteed the debt of third parties of approximately \$13.4 million and \$13.1 million, respectively, primarily related to maximum credit limits on employee and tour-related credit cards and obligations under a venue management agreement.

### **Cash Flows**

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Cash provided by (used in):			
Operating activities	\$ 300,202	\$ 277,273	\$ 431,361
Investing activities	\$ (290,985)	\$ (392,158)	\$ (157,552)
Financing activities	\$ (36,469)	\$ 240,864	\$ 32,984

### ***Operating Activities***

#### ***Year Ended 2015 Compared to Year Ended 2014***

Cash provided by operating activities was \$300.2 million for the year ended December 31, 2015, compared to \$277.3 million for the year ended December 31, 2014. The \$22.9 million increase in cash provided by operating activities resulted primarily from net changes in the event-related operating accounts, which are dependent on the timing of ticket sales and advances to artist. During 2015, we made lower payments for event-related expenses, partially offset by a larger increase in accounts receivable as compared to the prior year.

#### ***Year Ended 2014 Compared to Year Ended 2013***

Cash provided by operating activities was \$277.3 million for the year ended December 31, 2014, compared to \$431.4 million for the year ended December 31, 2013. The \$154.1 million decrease in cash provided by operating activities resulted primarily from net changes in the event-related operating accounts which are dependent on the timing of ticket sales along with the size and number of future events. During 2014, this change was primarily due to an increase in prepaid event-related expenses driven by the timing of artist advances. Partially offsetting this use of operating cash was an increase in the cash portion of net income driven by growth in operating results in 2014.

### ***Investing Activities***

#### ***Year Ended 2015 Compared to Year Ended 2014***

Cash used in investing activities was \$291.0 million for the year ended December 31, 2015, compared to \$392.2 million for the year ended December 31, 2014. The \$101.2 million decrease in cash used in investing activities is primarily due to lower net acquisition expenditures in 2015 as compared to the prior year. See “—Sources of Cash” and “—Uses of Cash” above for further discussion.

### ***Year Ended 2014 Compared to Year Ended 2013***

Cash used in investing activities was \$392.2 million for the year ended December 31, 2014, compared to \$157.6 million for the year ended December 31, 2013. The \$234.6 million increase in cash used in investing activities is primarily due to higher payments for acquisitions and lower proceeds received from the disposal of operating assets as compared to the prior year. See “—Sources of Cash” and “—Uses of Cash” above for further discussion.

### ***Financing Activities***

#### ***Year Ended 2015 Compared to Year Ended 2014***

Cash used in financing activities was \$36.5 million for the year ended December 31, 2015, compared to cash provided by financing activities of \$240.9 million for the year ended December 31, 2014. The \$277.3 million decrease in cash provided by financing activities is primarily a result of \$293.8 million of net proceeds received in 2014 from the issuance of the 5.375% senior notes and 2.5% convertible senior notes after repayment of the 2.875% convertible senior notes.

#### ***Year Ended 2014 Compared to Year Ended 2013***

Cash provided by financing activities was \$240.9 million for the year ended December 31, 2014, compared to \$33.0 million for the year ended December 31, 2013. The \$207.9 million increase in cash provided by financing activities is primarily a result of higher net proceeds from the issuance of the 5.375% senior notes and 2.5% convertible senior notes after repayment of the 2.875% convertible senior notes and lower payments for purchases of noncontrolling interests partially offset by lower proceeds from the exercise of stock options in 2014 as compared to the prior year.

### **Seasonality**

Our Concerts, Artist Nation and Sponsorship & Advertising segments typically experience higher operating income in the second and third quarters as our outdoor venues and festivals are primarily used in or occur from May through October, and our artist touring activity is higher. In addition, the timing of when tickets are sold and 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.

We expect these trends to continue in the future. See Item 1A.—Risk Factors—“Our operations are seasonal and our results of operations vary from quarter to quarter and year over year, so our financial performance in certain financial quarters or years may not be indicative of, or comparable to, our financial performance in subsequent quarters or years.”

### **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 operate in any hyper-inflationary countries. Our foreign operations reported operating income of \$101.8 million for the year ended December 31, 2015. We estimate that a 10% change in the value of the United States dollar relative to foreign currencies would change our operating income for the year ended December 31, 2015 by \$10.2 million. As of December 31, 2015, 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.

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 December 31, 2015, we had forward currency contracts and options outstanding with a notional amount of \$71.1 million.

### ***Interest Rate Risk***

Our market risk is also affected by changes in interest rates. We had \$2.1 billion of total debt, excluding debt discounts, issuance costs and premium, outstanding as of December 31, 2015. Of the total amount, taking into consideration existing interest rate hedges, we had \$1.0 billion of fixed-rate debt and \$1.1 billion of floating-rate debt.

Based on the amount of our floating-rate debt as of December 31, 2015, each 25-basis point increase or decrease in interest rates would increase or decrease our annual interest expense and cash outlay by approximately \$2.7 million when the floor rate is not applicable. 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 December 31, 2015 with no subsequent change in rates for the remainder of the period.

We have one interest rate cap agreement with an aggregate notional amount of \$8.2 million at December 31, 2015. The interest rate cap agreement ensures that a portion of our floating-rate debt does not exceed 4.25% and expires in June 2018. This agreement has not been designated as a hedging instrument. Therefore, any change in fair value is recorded in earnings during the period of the change.

### **Recent Accounting Pronouncements**

#### ***Recently Adopted Pronouncements***

In April 2014, the FASB issued guidance that raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. We adopted this guidance on January 1, 2015 and there has been no impact from its adoption.

In April 2015, the FASB issued guidance that simplifies the presentation of debt issuance costs. The guidance requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a deduction from the carrying amount of that debt liability, consistent with debt discounts. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015 and interim periods within that year. The guidance should be applied on a retrospective basis to all periods presented in the financial statements. Early adoption is permitted and we adopted this guidance effective January 1, 2015.

In September 2015, the FASB issued guidance that eliminates the requirement for an acquirer in a business combination to account for measurement-period adjustments retrospectively. Instead, acquirers recognize measurement-period adjustments during the period in which they determine the amounts, including the effect on earnings of any amounts they would have recorded in previous periods if the accounting had been completed at the acquisition date. The guidance should be applied prospectively to adjustments to provisional amounts that occur after the effective date. This guidance is effective for annual periods beginning after December 15, 2015 and interim periods within that year. Early adoption is permitted and we adopted this guidance effective July 1, 2015. The adoption of this guidance did not have a material effect on our financial position or results of operations.

In February 2015, the FASB issued amendments to the consolidation guidance that make changes to the analysis a reporting entity must perform to determine whether it should consolidate certain types of legal entities. This guidance is effective for annual periods beginning after December 15, 2015 and interim periods within that year. The guidance should be applied either using a modified retrospective approach or retrospectively. Early adoption is permitted and we adopted this guidance on October 1, 2015. The adoption of this guidance did not have a material effect on our financial position or results of operations.

In November 2015, the FASB issued updated guidance that requires companies to classify all deferred tax assets and liabilities as noncurrent in the statement of financial position. The guidance is effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within that year. The guidance should be applied either prospectively to all deferred tax assets and liabilities or retrospectively to all periods presented. Early adoption is permitted and we adopted this guidance effective October 1, 2015. We applied the guidance prospectively to all deferred tax assets and liabilities. Prior periods presented have not been retrospectively adjusted. The adoption of this guidance did not have a material effect on our financial position.

#### ***Recently Issued Pronouncements***

In May 2014, the FASB issued a comprehensive new revenue recognition standard that will supersede nearly all existing revenue recognition guidance under GAAP. The new standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle of the guidance is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard is effective for annual periods beginning after December 15, 2017 and interim periods within that year. Early adoption of the standard is only permitted for annual periods beginning after December 31, 2016 and interim periods within that year. The guidance should be applied retrospectively, either to each prior

period presented in the financial statements, or only to the most current reporting period presented in the financial statements with a cumulative-effect adjustment as of the date of adoption. We will adopt this standard on January 1, 2018, and we are currently assessing which implementation method we will apply and the impact its adoption will have on our financial position and results of operations.

In April 2015, the FASB amended its guidance on internal-use software providing guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The amendments to this guidance are effective for annual periods beginning after December 15, 2015 and interim periods within that year, and early adoption is permitted. The guidance should be applied either prospectively to all arrangements entered into or materially modified after the effective date or retrospectively. We will adopt this guidance on January 1, 2016, and will apply it prospectively. The adoption of this guidance will not have a material effect on our financial position or results of operations.

In January 2016, the FASB issued amendments for the recognition, measurement, presentation, and disclosure of financial instruments. Among other things, the guidance requires equity investments that do not result in consolidation and are not accounted for under the equity method to be measured at fair value with any change in fair value recognized in net income unless the investments do not have readily determinable fair values. The amendments are effective for annual periods beginning after December 15, 2017 and interim periods within that year. Early adoption is not permitted for most of the amendments. The amendments are to be applied through a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption with the exception of equity investments without readily determinable fair value which will be applied prospectively. We will adopt this standard on January 1, 2018, and are currently evaluating the impact that the standard will have on our financial position and results of operations.

### **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 following accounting estimates 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. The following narrative describes these critical accounting estimates, the judgments and assumptions and the effect if actual results differ from these assumptions where applicable.

#### ***Consolidation***

Typically we consolidate entities in which we own more than 50% of the voting common stock and control operations and also VIEs for which we are the primary beneficiary. Investments in nonconsolidated affiliates in which we own more than 20% of the voting common stock or otherwise exercise significant influence over operating and financial policies, but not control of the nonconsolidated affiliate, are accounted for using the equity method of accounting. Investments in nonconsolidated affiliates in which we own less than 20% of the voting common stock are accounted for using the cost method of accounting. Intercompany accounts among the consolidated businesses have been eliminated in consolidation. Net income (loss) attributable to noncontrolling interests is reflected in the statements of operations for consolidated affiliates.

#### ***Business Combinations***

We account for our business combinations under the acquisition method of accounting. Identifiable assets acquired, liabilities assumed and any noncontrolling interest in the acquiree are recognized and measured as of the acquisition date at fair value. Additionally, contingent consideration is recorded at fair value on the acquisition date and classified as a liability. Goodwill is recognized to the extent by which the aggregate of the acquisition-date fair value of the consideration transferred and any noncontrolling interest in the acquiree exceeds the recognized basis of the identifiable assets acquired, net of assumed liabilities. Determining the fair value of assets acquired, liabilities assumed and noncontrolling interest requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash flows, discount rates and asset lives among other items.

### ***Property, Plant and Equipment***

We test for possible impairment of property, plant and equipment whenever events or circumstances change, such as a current period operating cash flow loss combined with a history of, or projected, operating cash flow losses or a significant adverse 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. If indicators exist, we compare the estimated undiscounted future cash flows related to the assets to the carrying amount of those assets. If the carrying value is greater than the estimated undiscounted future cash flows, the cost basis of the asset is reduced to reflect the current fair value. We use various assumptions in determining the current fair value of these assets, including future expected cash flows and discount rates, as well as future salvage values and other fair value measures. Our impairment loss calculations require us to apply judgment in estimating future cash flows, including forecasting useful lives of the assets and selecting the discount rate that reflects the risk inherent in future cash flows.

If actual results are not consistent with our assumptions and judgments used in estimating future cash flows and asset fair values, we may be exposed to future impairment losses that could be material to our results of operations.

### ***Intangibles***

We test for possible impairment of definite-lived intangible assets whenever events or circumstances change, such as a current period operating cash flow loss combined with a history of, or projected, operating cash flow losses or a significant adverse 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. When specific assets are determined to be unrecoverable, the cost basis of the asset is reduced to reflect the current fair value.

We test for possible impairment of indefinite-lived intangible assets on at least an annual basis. Based on facts and circumstances, we perform either a qualitative or a quantitative assessment for impairment. If a qualitative assessment is performed, and the existence of events and circumstances indicate that it is more likely than not that an indefinite-lived intangible asset is impaired, then we perform the quantitative impairment test by comparing the fair value with the carrying amount. When specific assets are determined to be impaired, the cost basis of the asset is reduced to reflect the current fair value.

When performing quantitative assessments for impairment, we use various assumptions in determining the current fair value of these definite-lived and indefinite-lived intangible assets, including future expected cash flows and discount rates, as well as other fair value measures. For intangibles related to artist rights, we use assumptions about future revenue and operating income for the rights acquired. These projections are based on information about the artists' past results and expectations about future results. Our impairment loss calculations require us to apply judgment in estimating future cash flows, including forecasting useful lives of the assets and selecting the discount rate that reflects the risk inherent in future cash flows.

If actual results are not consistent with our assumptions and judgments used in estimating future cash flows and asset fair values, we may be exposed to future impairment losses that could be material to our results of operations.

### ***Goodwill***

We currently have seven reporting units with goodwill balances: International Concerts and North American Concerts within the Concerts segment; Artist Management and Artist Services (non-management) within the Artist Nation segment; International Ticketing and North American Ticketing within the Ticketing segment; and Sponsorship & Advertising.

We review goodwill for impairment annually, as of October 1, using a three-step process. We also test goodwill for impairment in other periods if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount or when we change our operating segments or reporting units.

The first step is a qualitative evaluation as to whether it is more likely than not that the fair value of any of our reporting units is less than its carrying value using an assessment of relevant events and circumstances. Examples of such events and circumstances include historical financial performance, industry and market conditions, macroeconomic conditions, reporting unit-specific events, historical results of goodwill impairment testing, and the timing of the last performance of a quantitative assessment. If any reporting units are concluded to be more likely than not impaired, or if that conclusion cannot be determined qualitatively, a second step is performed for that reporting unit. Regardless, it is our policy that all reporting units undergo a second step at least once every five years. This second step, used to quantitatively screen for potential impairment, compares the fair value of the reporting unit with its carrying amount, including goodwill. The third step, employed for any reporting unit that fails the second step, is used to measure the amount of any potential impairment and compares the implied fair value of the reporting unit's goodwill with the carrying amount of goodwill. If a reporting unit's carrying value is negative, we do not follow this three step process. In this case, a qualitative evaluation is performed to determine whether it is more likely than not that the reporting unit's goodwill is impaired. If it is, the comparison of the implied fair value of the reporting unit's goodwill with the carrying amount of goodwill described above is performed. In all three steps, discount rates, market multiples and sensitivity tests are derived and/or computed with the assistance of external valuation consultants. We perform sensitivity

analyses when the most likely result is unclear in the first step and for both the second and third steps in our process. Generally, we test for sensitivities to discount rate, revenue growth, market multiples and customer attrition, which are the most significant assumptions.

The second and third steps that we use to evaluate goodwill for impairment involve the determination of the fair value of our reporting units. Inherent in such fair value determinations are certain judgments and estimates relating to future cash flows, including our interpretation of current economic indicators and market valuations, and assumptions about our strategic plans with regard to our operations. Due to the uncertainties associated with such estimates, actual results could differ from such estimates.

In developing fair values for our reporting units, we may employ a market multiple or a discounted cash flow methodology, or a combination thereof. The market multiple methodology compares us to similar companies on the basis of risk characteristics to determine our risk profile relative to those companies as a group. This analysis generally focuses on both quantitative considerations, which include financial performance and other quantifiable data, and qualitative considerations, which include any factors which are expected to impact future financial performance. The most significant assumptions affecting the market multiple methodology are the market multiples and control premium. A control premium represents the additional value an investor would pay in order to obtain a controlling interest in the respective company.

The discounted cash flow methodology establishes fair value by estimating the present value of the projected future cash flows to be generated from the reporting unit less those cash flows attributable to noncontrolling interests. It is important to note that items such as depreciation, amortization and stock-based compensation expense are not part of cash flows which is more akin to our AOI metric. The discount rate applied to the projected future cash flows to arrive at the present value is intended to reflect all risks of ownership and the associated risks of realizing the stream of projected future cash flows. The discounted cash flow methodology uses our estimates of future financial performance. The most significant assumptions used in the discounted cash flow methodology are the discount rate, the attrition rate and expected future revenue, which vary among reporting units.

If actual results are not consistent with our assumptions and judgments used in estimating future cash flows and asset fair values, we may be exposed to future impairment losses that could be material to our results of operations.

In 2015, three of our reporting units advanced directly to the second step in accordance with our policy because it had been five years since we had performed the second step for these reporting units. These reporting units had an excess of fair value over carrying value ranging from 24% to 480% so no further analysis was required. These reporting units had significant improvements in their discount rates and market multiples as compared to the last quantitative analysis performed. Two of these reporting units outperformed their recent financial expectations for the current year. The third reporting unit had a slight decline in financial results; however, sensitivity tests on this reporting unit showed that a 150 basis point change in the discount rate, a 50% decline in the revenue growth rate, or a 380 basis point change in market multiples was needed to change the conclusion.

The remaining four of our reporting units with goodwill were assessed under the first qualitative step. Two of these reporting units advanced to the second step as discussed below. While the two reporting units that did not advance to the second step had mixed financial results as compared to recent financial expectations for the current year, both had a significant excess of fair value over their carrying value in the most recent quantitative tests, improved discount rates, and consistent market multiples. We did not identify any reporting units with sensitivity test results that would change our first step conclusions.

The Artist Management and Artist Services reporting units advanced to the second step and their excess of fair value over carrying value ranged from 15% to 18%. Although both of these reporting units had lower financial results in the current year, they had improvements in their market multiples and either improving or consistent discount rates. Sensitivity tests on the Artist Management reporting unit showed that a 150 basis point change in the discount rate, a 30% decline in the revenue growth rate, or a 120 basis point change in market multiples was needed to change the conclusion. Sensitivity tests on the Artist Services reporting unit showed that a 150 basis point change in the discount rate, a 10% decline in the revenue growth rate, or a 340 basis point change in market multiples was needed to change the conclusion.

Given the results of the tests performed, although we cannot predict future performance or market conditions, we do not currently believe any of our reporting units, with the exception of Artist Services, are at risk of failing the second step in the near future. Due to its sensitivity to revenue declines, we believe that the Artist Services reporting unit could be at risk of failing the second step in the future.

### ***Revenue Recognition***

Revenue from the promotion and production of an event is recognized after the show occurs. Revenue related to larger global tours is recognized after the show occurs; however, any profits related to these tours, primarily related to music tour production and tour management services, is recognized after minimum revenue thresholds, if any, have been achieved. Revenue collected in advance of the event is recorded as deferred revenue until the event occurs. Revenue collected from

[Table of Contents](#)

sponsorships and other revenue, which is not related to any single event, is classified as deferred revenue and generally amortized over the operating season or the term of the contract.

Revenue from our ticketing operations primarily consists of convenience and order processing fees charged at the time a ticket for an event is sold and is recorded on a net basis (net of the face value of the ticket). For tickets sold for events at our owned or operated venues in the United States, and where we control the tickets internationally, revenue is recognized after the show occurs. Revenue for these ticket service charges collected in advance of the event is recorded as deferred revenue until the event occurs and these service charges will be shared between our Ticketing and Concerts segments. For tickets sold for events at third-party venues, this revenue is recognized at the time of the sale and is recorded by our Ticketing segment.

We account for taxes that are externally imposed on revenue producing transactions on a net basis, as a reduction of revenue.

***Litigation Accruals***

We are currently involved in certain legal proceedings and, as required, have accrued our estimate of the probable costs for the resolution of these claims. Management's estimates used have been developed in consultation with counsel and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in our assumptions or the effectiveness of our strategies related to these proceedings.

***Income Taxes***

We account for income taxes using the liability method in accordance with the FASB guidance for income taxes. Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting bases and tax bases of assets and liabilities and are measured using the enacted tax rates expected to apply to taxable income in the periods in which the deferred tax asset or liability is expected to be realized or settled. Deferred tax assets are reduced by valuation allowances if we believe it is more likely than not that some portion or the entire asset will not be realized. As almost all earnings from our continuing foreign operations are permanently reinvested and not distributed, our income tax provision does not include additional United States taxes on those foreign operations. The amount of earnings at December 31, 2015 that has been earned over time, and permanently reinvested, was approximately \$1.2 billion. It is not practical to determine the amount of federal and state income taxes, if any, that might become due in the event that any remaining available cash associated with these earnings were distributed.

The FASB guidance for income taxes prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The amount recognized is measured as the largest amount of benefit that is more likely than not to be realized upon ultimate settlement.

**Ratio of Earnings to Fixed Charges**

The ratio of earnings to fixed charges is as follows:

Year Ended December 31,				
2015	2014	2013	2012	2011
1.03	*	*	*	*

\* For the years ended December 31, 2014, 2013, 2012 and 2011, fixed charges exceeded earnings from continuing operations before income taxes and fixed charges by \$104.0 million, \$6.0 million, \$142.1 million and \$104.4 million, respectively.

The ratio of earnings to fixed charges was computed on a total company basis. Earnings represent income from continuing operations before income taxes less equity in undistributed net income (loss) of nonconsolidated affiliates plus fixed charges. Fixed charges represent interest, amortization of debt discounts, debt issuance costs and premium and the estimated interest portion of rental charges. Rental charges exclude variable rent expense for events in third-party venues.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Required information is within Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Market Risk.

**Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of Live Nation Entertainment, Inc.

We have audited the accompanying consolidated balance sheets of Live Nation Entertainment, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive loss, changes in equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the index at Item 15(a)2. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Live Nation Entertainment, Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Live Nation Entertainment, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 25, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Los Angeles, California  
February 25, 2016

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2015	2014
	<i>(as adjusted)</i>	
	<i>(in thousands, except share data)</i>	
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 1,303,125	\$ 1,382,029
Accounts receivable, less allowance of \$17,168 and \$17,489 in 2015 and 2014, respectively	452,600	419,301
Prepaid expenses	496,226	440,272
Other current assets	36,364	26,089
<b>Total current assets</b>	<b>2,288,315</b>	<b>2,267,691</b>
<b>Property, plant and equipment</b>		
Land, buildings and improvements	840,032	808,116
Computer equipment and capitalized software	505,233	454,925
Furniture and other equipment	233,271	209,624
Construction in progress	47,684	78,111
	1,626,220	1,550,776
Less accumulated depreciation	894,938	855,439
	731,282	695,337
<b>Intangible assets</b>		
Definite-lived intangible assets, net	777,763	682,713
Indefinite-lived intangible assets	369,317	369,480
Goodwill	1,604,315	1,479,037
Other long-term assets	385,249	474,103
<b>Total assets</b>	<b>\$ 6,156,241</b>	<b>\$ 5,968,361</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current liabilities</b>		
Accounts payable, client accounts	\$ 662,941	\$ 658,108
Accounts payable	58,607	74,151
Accrued expenses	686,664	675,880
Deferred revenue	618,640	543,122
Current portion of long-term debt, net	42,352	47,443
Other current liabilities	32,002	12,035
<b>Total current liabilities</b>	<b>2,101,206</b>	<b>2,010,739</b>
Long-term debt, net	2,002,662	1,995,957
Long-term deferred income taxes	199,472	196,759
Other long-term liabilities	142,267	112,204
<b>Commitments and contingent liabilities</b>		
Redeemable noncontrolling interests	263,715	168,855
<b>Stockholders' equity</b>		
Preferred stock—Series A Junior Participating, \$.01 par value; 20,000,000 shares authorized; no shares issued and outstanding	—	—
Preferred stock, \$.01 par value; 30,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$.01 par value; 450,000,000 shares authorized; 202,891,231 and 201,601,859 shares issued and 202,483,207 and 201,193,835 shares outstanding in 2015 and 2014, respectively	2,020	2,004
Additional paid-in capital	2,428,566	2,414,428
Accumulated deficit	(1,075,111)	(1,042,603)
Cost of shares held in treasury (408,024 shares)	(6,865)	(6,865)
Accumulated other comprehensive loss	(111,657)	(70,010)
<b>Total Live Nation stockholders' equity</b>	<b>1,236,953</b>	<b>1,296,954</b>
Noncontrolling interests	209,966	186,893
<b>Total equity</b>	<b>1,446,919</b>	<b>1,483,847</b>
<b>Total liabilities and equity</b>	<b>\$ 6,156,241</b>	<b>\$ 5,968,361</b>

See Notes to Consolidated Financial Statements

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands except share and per share data)</i>		
Revenue	\$ 7,245,731	\$ 6,866,964	\$ 6,478,547
Operating expenses:			
Direct operating expenses	5,196,473	4,919,969	4,680,507
Selling, general and administrative expenses	1,397,908	1,330,160	1,226,892
Depreciation and amortization	397,241	368,143	368,923
Goodwill impairment	—	134,961	—
Loss (gain) on disposal of operating assets	845	(4,494)	(38,259)
Corporate expenses	107,794	101,000	94,385
Acquisition transaction expenses	14,098	10,061	6,439
Operating income	131,372	7,164	139,660
Interest expense	102,881	106,312	111,659
Loss on extinguishment of debt	—	188	36,269
Interest income	(3,528)	(3,606)	(5,071)
Equity in earnings of nonconsolidated affiliates	(1,502)	(4,166)	(856)
Other expense, net	27,168	8,256	2,796
Income (loss) before income taxes	6,353	(99,820)	(5,137)
Income tax expense	22,122	4,630	30,878
Net loss	(15,769)	(104,450)	(36,015)
Net income (loss) attributable to noncontrolling interests	16,739	(13,643)	7,363
Net loss attributable to common stockholders of Live Nation	\$ (32,508)	\$ (90,807)	\$ (43,378)
Basic and diluted net loss per common share available to common stockholders of Live Nation	\$ (0.33)	\$ (0.49)	\$ (0.23)

Weighted average common shares outstanding:

Basic and diluted	200,973,485	198,874,019	193,885,066
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Reconciliation to net loss available to common stockholders of Live Nation:

Net loss attributable to common stockholders of Live Nation	\$ (32,508)	\$ (90,807)	\$ (43,378)
Accretion of redeemable noncontrolling interests	(33,179)	(5,660)	(569)
Basic and diluted net loss available to common stockholders of Live Nation	\$ (65,687)	\$ (96,467)	\$ (43,947)

See Notes to Consolidated Financial Statements

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Net loss	\$ (15,769)	\$ (104,450)	\$ (36,015)
Other comprehensive income (loss), net of tax:			
Unrealized gain (loss) on cash flow hedges	—	(6)	20
Realized loss on cash flow hedges	25	60	496
Change in funded status of defined benefit pension plan	223	30	—
Foreign currency translation adjustments	(41,895)	(67,724)	8,037
Comprehensive loss	(57,416)	(172,090)	(27,462)
Comprehensive income (loss) attributable to noncontrolling interests	16,739	(13,643)	7,363
Comprehensive loss attributable to common stockholders of Live Nation	\$ (74,155)	\$ (158,447)	\$ (34,825)

See Notes to Consolidated Financial Statements



compensation	—	—	39,029	—	—	—	—	39,029	—
Common stock issued under stock plans, net of shares withheld for employee taxes	897,973	9	(14,902)	—	—	—	—	(14,893)	—
Exercise of stock options	1,769,194	17	21,780	—	—	—	—	21,797	—
Fair value of convertible debt conversion feature, net of issuance costs	—	—	21,444	—	—	—	—	21,444	—
Acquisitions	—	—	—	—	—	—	37,484	37,484	108,104
Purchases of noncontrolling interests	—	—	(3,796)	—	—	—	310	(3,486)	(5,017)
Sales of noncontrolling interests	—	—	(11,748)	—	—	—	(159)	(11,907)	19,246
Redeemable noncontrolling interests fair value adjustments	—	—	(5,660)	—	—	—	—	(5,660)	5,660
Noncontrolling interests contributions	—	—	—	—	—	—	106	106	—
Cash distributions	—	—	—	—	—	—	(30,520)	(30,520)	(1,993)
Other	—	—	—	—	—	—	(5,449)	(5,449)	—
Comprehensive income (loss):									
Net income (loss)	—	—	—	(90,807)	—	—	4,543	(86,264)	(18,186)
Unrealized loss on cash flow hedges	—	—	—	—	—	(6)	—	(6)	—
Realized loss on cash flow hedges	—	—	—	—	—	60	—	60	—
Change in funded status of defined benefit pension plan	—	—	—	—	—	30	—	30	—
Foreign currency translation adjustments	—	—	—	—	—	(67,724)	—	(67,724)	—
<b>Balances at December 31, 2014</b>	<b>200,431,276</b>	<b>2,004</b>	<b>2,414,428</b>	<b>(1,042,603)</b>	<b>(6,865)</b>	<b>(70,010)</b>	<b>186,893</b>	<b>1,483,847</b>	<b>168,855</b>
Non-cash and stock-based compensation	—	—	33,361	—	—	—	—	33,361	—
Common stock issued under stock plans, net of shares withheld for employee taxes	460,418	5	(7,657)	—	—	—	—	(7,652)	—

Exercise of stock options	1,138,891	11	16,269	—	—	—	—	16,280	—
Acquisitions	—	—	—	—	—	—	30,627	30,627	83,263
Purchases of noncontrolling interests	—	—	(6,555)	—	—	—	(3,585)	(10,140)	—
Sales of noncontrolling interests	—	—	11,899	—	—	—	720	12,619	(9,652)
Redeemable noncontrolling interests fair value adjustments	—	—	(33,179)	—	—	—	—	(33,179)	33,179
Noncontrolling interests contributions	—	—	—	—	—	—	255	255	—
Cash distributions	—	—	—	—	—	—	(24,693)	(24,693)	(5,953)
Other	—	—	—	—	—	—	(5,182)	(5,182)	2,215
Comprehensive income (loss):									
Net income (loss)	—	—	—	(32,508)	—	—	24,931	(7,577)	(8,192)
Realized loss on cash flow hedges	—	—	—	—	—	25	—	25	—
Change in funded status of defined benefit pension plan	—	—	—	—	—	223	—	223	—
Foreign currency translation adjustments	—	—	—	—	—	(41,895)	—	(41,895)	—
<b>Balances at December 31, 2015</b>	<b>202,030,585</b>	<b>\$ 2,020</b>	<b>\$2,428,566</b>	<b>\$(1,075,111)</b>	<b>\$(6,865)</b>	<b>\$ (111,657)</b>	<b>\$ 209,966</b>	<b>\$1,446,919</b>	<b>\$ 263,715</b>

See Notes to Consolidated Financial Statements

**LIVE NATION ENTERTAINMENT, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net loss	\$ (15,769)	\$ (104,450)	\$ (36,015)
Reconciling items:			
Depreciation	134,148	127,168	122,164
Amortization	263,093	240,975	246,759
Goodwill impairment	—	134,961	—
Deferred income tax benefit	(9,611)	(17,664)	(15,888)
Amortization of debt issuance costs, discounts and premium, net	10,885	16,038	20,187
Provision for uncollectible accounts receivable and advances	19,505	6,540	6,098
Loss on extinguishment of debt	—	188	36,269
Non-cash compensation expense	33,361	39,029	28,415
(Loss) gain on disposal of operating assets	845	(4,494)	(38,259)
Equity in earnings of nonconsolidated affiliates, net of distributions	9,436	3,698	13,033
Gain on consolidation of nonconsolidated affiliates	(8,685)	(16,356)	(986)
Other, net	4,325	(6,819)	(1,505)
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:			
Decrease (increase) in accounts receivable	(67,235)	(14,356)	34,344
Increase in prepaid expenses	(16,283)	(167,805)	(19,929)
Increase in other assets	(106,589)	(63,755)	(91,237)
Increase in accounts payable, accrued expenses and other liabilities	(4,172)	30,645	91,123
Increase in deferred revenue	52,948	73,730	36,788
Net cash provided by operating activities	<u>300,202</u>	<u>277,273</u>	<u>431,361</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Advances and collections of notes receivable, net	(24,380)	(25,627)	(1,193)
Investments made in nonconsolidated affiliates	(21,998)	(19,600)	(9,628)
Purchases of property, plant and equipment	(142,491)	(139,587)	(134,868)
Proceeds from disposal of operating assets, net of cash divested	837	7,045	82,618
Cash paid for acquisitions, net of cash acquired	(99,780)	(210,243)	(93,537)
Other, net	(3,173)	(4,146)	(944)
Net cash used in investing activities	<u>(290,985)</u>	<u>(392,158)</u>	<u>(157,552)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from long-term debt, net of debt issuance costs	57,276	515,385	903,179
Payments on long-term debt	(63,569)	(253,773)	(886,597)
Contributions from noncontrolling interests	711	81	363
Distributions to noncontrolling interests	(30,645)	(32,513)	(17,384)
Purchases and sales of noncontrolling interests, net	(9,752)	(4,391)	(50,876)
Proceeds from exercise of stock options	16,280	21,797	85,110
Payments for deferred and contingent consideration	(6,770)	(5,722)	(811)
Net cash provided by (used in) financing activities	<u>(36,469)</u>	<u>240,864</u>	<u>32,984</u>
Effect of exchange rate changes on cash and cash equivalents	(51,652)	(43,134)	(8,664)
Net increase (decrease) in cash and cash equivalents	<u>(78,904)</u>	<u>82,845</u>	<u>298,129</u>
Cash and cash equivalents at beginning of period	1,382,029	1,299,184	1,001,055
Cash and cash equivalents at end of period	<u>\$ 1,303,125</u>	<u>\$ 1,382,029</u>	<u>\$ 1,299,184</u>
<b>SUPPLEMENTAL DISCLOSURE</b>			
Cash paid during the year for:			
Interest, net of interest income	\$ 92,620	\$ 89,343	\$ 86,669
Income taxes, net of refunds	\$ 44,287	\$ 41,471	\$ 45,567

See Notes to Consolidated Financial Statements

**LIVE NATION ENTERTAINMENT, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1—THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***History***

Live Nation was incorporated in Delaware on August 2, 2005 in preparation for the contribution and transfer by Clear Channel of substantially all of its entertainment assets and liabilities to the Company. The Company completed the Separation on December 21, 2005 and became a publicly traded company on the New York Stock Exchange trading under the symbol “LYV.” Prior to the Separation, Live Nation was a wholly-owned subsidiary of Clear Channel.

On January 25, 2010, the Company merged with Ticketmaster and it became a wholly-owned subsidiary of Live Nation. Effective with the merger, Live Nation, Inc. changed its name to Live Nation Entertainment, Inc.

***Seasonality***

Due to the seasonal nature of shows at outdoor amphitheaters and festivals, which primarily occur from May through October, the Concerts and Sponsorship & Advertising segments experience higher revenue during the second and third quarters. The Artist Nation segment’s revenue is impacted, to a large degree, by the touring schedules of artists it represents and generally experiences higher revenue during the second and third quarters as the period from May through October tends to be a popular time for touring events. The Ticketing segment’s revenue is impacted by fluctuations in the availability of events for sale to the public, which vary depending upon scheduling by its clients. The Company’s 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.

***Basis of Presentation and Principles of Consolidation***

The Company’s consolidated financial statements include all accounts of the Company, its majority owned and controlled subsidiaries and VIEs for which the Company is the primary beneficiary. Intercompany accounts among the consolidated businesses have been eliminated in consolidation. Net income (loss) attributable to noncontrolling interests is reflected in the statements of operations.

Typically the Company consolidates entities in which the Company owns more than 50% of the voting common stock and controls operations and also VIEs for which the Company is the primary beneficiary. Investments in nonconsolidated affiliates in which the Company owns more than 20% of the voting common stock or otherwise exercises significant influence over operating and financial policies but not control of the nonconsolidated affiliate are accounted for using the equity method of accounting. Investments in nonconsolidated affiliates in which the Company owns less than 20% of the voting common stock and does not exercise significant influence over operating and financial policies are accounted for using the cost method of accounting.

All cash flow activity reflected on the consolidated statements of cash flows for the Company is presented net of any non-cash transactions so the amounts reflected may be different than amounts shown in other places in the Company’s financial statements that are based on accrual accounting and therefore include non-cash amounts. For example, the purchases of property, plant and equipment reflected on the consolidated statements of cash flows reflects the amount of cash paid during the year for these purchases and does not include the impact of the changes in accrued expenses related to capital expenditures during the year.

***Variable Interest Entities***

In the normal course of business, the Company enters into joint ventures or makes investments in companies that will allow it to expand its core business and enter new markets. In certain instances, such ventures or investments may be considered a VIE because the equity at risk is insufficient to permit it to carry on its activities without additional financial support from its equity owners. In determining whether the Company is the primary beneficiary of a VIE, it assesses whether it has the power to direct activities that most significantly impact the economic performance of the entity and has the obligation to absorb losses or the right to receive benefits from the entity that could potentially be significant to the VIE. The activities the Company believes most significantly impact the economic performance of its VIEs include the unilateral ability to approve the annual budget, the unilateral ability to terminate key management and the unilateral ability to approve entering into agreements with artists, among others. The Company has certain rights and obligations related to its involvement in the VIEs, including the requirement to provide operational cash flow funding. As of December 31, 2015 and 2014, excluding intercompany balances and allocated goodwill and intangible assets, there were \$188.6 million and \$177.6 million of assets and \$91.7 million and \$54.9 million of liabilities, respectively, related to VIEs included in the balance sheets. None of the Company’s VIEs are significant on an individual basis.

### ***Cash and Cash Equivalents***

Cash and cash equivalents include all highly liquid investments with an original maturity of three months or less. The Company's cash and cash equivalents consist primarily of 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 December 31, 2015 and 2014 cash and cash equivalents balance is \$549.0 million and \$533.8 million, respectively, of cash received that includes the face value of tickets sold on behalf of ticketing clients and the clients' share of service charges ("client cash"). The Company generally does not utilize client cash for its own financing or investing activities as the amounts are payable to clients on a regular basis. These amounts due to clients are included in accounts payable, client accounts.

Cash held in interest-bearing operating accounts in many cases exceeds the Federal Deposit Insurance Corporation insurance limits. To reduce its credit risk, the Company monitors the credit standing of the financial institutions that hold the Company's cash and cash equivalents; however, these balances could be impacted in the future if the underlying financial institutions fail. To date, the Company has experienced no loss or lack of access to its cash or cash equivalents; however, the Company can provide no assurances that access to its cash and cash equivalents will not be impacted in the future by adverse conditions in the financial markets.

### ***Allowance for Doubtful Accounts***

The Company evaluates the collectability of its accounts receivable based on a combination of factors. Generally, it records specific reserves to reduce the amounts recorded to what it believes will be collected when a customer's account ages beyond typical collection patterns, or the Company becomes aware of a customer's inability to meet its financial obligations.

The Company believes that the credit risk with respect to trade receivables is limited due to the large number and the geographic diversification of its customers.

### ***Prepaid Expenses***

The majority of the Company's prepaid expenses relate to event expenses including show advances and deposits and other costs directly related to future concert events. For advances that are expected to be recouped over a period of more than 12 months, the long-term portion of the advance is classified as other long-term assets. These prepaid costs are charged to operations upon completion of the related events.

Ticketing contract advances, which can be either recoupable or non-recoupable, represent amounts paid in advance to the Company's clients pursuant to ticketing agreements and are reflected in prepaid expenses or in other long-term assets if the amount is expected to be recouped or recognized over a period of more than 12 months. Recoupable ticketing contract advances are generally recoupable against future royalties earned by the clients, based on the contract terms, over the life of the contract. Non-recoupable ticketing contract advances, excluding those amounts paid to support clients' advertising costs, are fixed additional incentives occasionally paid by the Company to secure exclusive rights with certain clients and are normally amortized over the life of the contract on a straight-line basis. Amortization of these non-recoupable ticketing contract advances is included in depreciation and amortization in the statements of operations. For the years ended December 31, 2015, 2014 and 2013, the Company amortized \$86.6 million, \$79.4 million and \$73.6 million, respectively, related to non-recoupable ticketing contract advances.

### ***Business Combinations***

During 2015, 2014 and 2013, the Company completed several acquisitions that were accounted for as business combinations under the acquisition method of accounting. These acquisitions were not significant either on an individual basis or in the aggregate.

The Company accounts for its business combinations under the acquisition method of accounting. Identifiable assets acquired, liabilities assumed and any noncontrolling interest in the acquiree are recognized and measured as of the acquisition date at fair value. Additionally, any contingent consideration is recorded at fair value on the acquisition date and classified as a liability. Goodwill is recognized to the extent by which the aggregate of the acquisition-date fair value of the consideration transferred and any noncontrolling interest in the acquiree exceeds the recognized basis of the identifiable assets acquired, net of assumed liabilities. Determining the fair value of assets acquired, liabilities assumed and noncontrolling interests requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash flows, discount rates and asset lives among other items.

### ***Property, Plant and Equipment***

Property, plant and equipment are stated at cost or the fair value at date of acquisition. Depreciation, which is recorded for both owned assets and assets under capital leases, is computed using the straight-line method over their estimated useful lives, which are as follows:

Buildings and improvements - 10 to 50 years

Computer equipment and capitalized software - 3 to 10 years

Furniture and other equipment - 3 to 10 years

Leasehold improvements are depreciated over the shorter of the economic life or associated lease term assuming the Company exercises renewal periods, if appropriate. Expenditures for maintenance and repairs are charged to operations as incurred, whereas expenditures for asset renewal and improvements are capitalized.

The Company tests for possible impairment of property, plant and equipment whenever events or circumstances change, such as a current period operating cash flow loss combined with a history of, or projected, operating cash flow losses or a significant adverse 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. If indicators exist, the Company compares the estimated undiscounted future cash flows related to the asset to the carrying value of the asset. If the carrying value is greater than the estimated undiscounted future cash flow amount, an impairment charge is recorded based on the difference between the fair value and the carrying value. Any such impairment charge is recorded in depreciation and amortization in the statements of operations. The impairment loss calculations require management to apply judgment in estimating future cash flows and the discount rates that reflect the risk inherent in future cash flows.

### ***Intangible Assets***

The Company classifies intangible assets as definite-lived or indefinite-lived. Definite-lived intangibles include revenue-generating contracts, client/vendor relationships, non-compete agreements, venue management and leasehold agreements, technology and trademarks and naming rights, all of which are amortized either on a straight-line basis over the respective lives of the agreements, typically 3 to 15 years, or on a basis more representative of the time pattern over which the benefit is derived. The Company periodically reviews the appropriateness of the amortization periods related to its definite-lived intangible assets. These assets are stated at cost or fair value. Indefinite-lived intangibles primarily include trade names. Indefinite-lived intangibles are not subject to amortization, but are reviewed for impairment at least annually.

The Company tests for possible impairment of definite-lived intangible assets whenever events or circumstances change, such as a current period operating cash flow loss combined with a history of, or projected, operating cash flow losses or a significant adverse 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. If indicators exist, the Company compares the estimated undiscounted future cash flows related to the asset to the carrying value of the asset. If the carrying value is greater than the estimated undiscounted future cash flow amount, an impairment charge is recorded based on the difference between the fair value and the carrying value. Any such impairment charge is recorded in depreciation and amortization in the statements of operations.

The Company tests for possible impairment of indefinite-lived intangible assets at least annually. Depending on facts and circumstances, qualitative factors may first be assessed to determine whether the existence of events and circumstances indicate that it is more likely than not that an indefinite-lived intangible asset is impaired. If it is concluded that it is more likely than not impaired, then the Company performs a quantitative impairment test by comparing the fair value with the carrying amount. If the qualitative assessment is not performed first, the Company performs only this quantitative test. When specific assets are determined to be impaired, the cost basis of the asset is reduced to reflect the current fair value. Any such impairment charge is recorded in depreciation and amortization in the statements of operations.

The impairment loss calculations require management to apply judgment in estimating future cash flows and the discount rates that reflect the risk inherent in future cash flows.

### ***Goodwill***

The Company reviews goodwill for impairment annually, as of October 1, using a three-step process. It also tests goodwill for impairment in other periods if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount or when the Company changes its operating segments or reporting units. The first step is a qualitative evaluation as to whether it is more likely than not that the fair value of any of the Company's reporting units is less than its carrying value using an assessment of relevant events and circumstances. Examples of such events and circumstances include historical financial performance, industry and market conditions, macroeconomic conditions, reporting unit-specific events, historical results of goodwill impairment testing and the timing of the last performance of a quantitative assessment. If any reporting units are concluded to be more likely than not impaired, or if that

conclusion cannot be determined qualitatively, a second step is performed for that reporting unit. Regardless, all reporting units undergo a second step at least once every 5 years. This second step, used to quantitatively screen for potential impairment, compares the fair value of the reporting unit with its carrying amount, including goodwill. The third step, employed for any reporting unit that fails the second step, is used to measure the amount of any potential impairment and compares the implied fair value of the reporting unit's goodwill with the carrying amount of goodwill. If a reporting unit's carrying value is negative, the Company does not follow this three-step process. In this case, a qualitative evaluation is performed to determine whether it is more likely than not that the reporting unit's goodwill is impaired. If it is, the comparison of the implied fair value of the reporting unit's goodwill with the carrying amount of goodwill described above is performed. In all three steps, discount rates, market multiples, and sensitivity tests are derived and/or computed with the assistance of external valuation consultants.

The second and third steps that the Company uses to evaluate goodwill for impairment involve the determination of the fair value of the Company's reporting units. Inherent in such fair value determinations are certain judgments and estimates relating to future cash flows, including the Company's interpretation of current economic indicators and market valuations, and assumptions about the Company's strategic plans with regard to its operations. Due to the uncertainties associated with such estimates, actual results could differ from such estimates.

In developing fair values for its reporting units, the Company employs a market multiple or a discounted cash flow methodology, or a combination thereof. The market multiple methodology compares the Company to similar companies on the basis of risk characteristics to determine its risk profile relative to those companies as a group. This analysis generally focuses on both quantitative considerations, which include financial performance and other quantifiable data, and qualitative considerations, which include any factors which are expected to impact future financial performance. The most significant assumptions affecting the market multiple methodology are the market multiples used and control premium. A control premium represents the additional value an investor would pay in order to obtain a controlling interest in the respective company.

The discounted cash flow methodology establishes fair value by estimating the present value of the projected future cash flows to be generated from the reporting unit. It is important to note that items such as depreciation, amortization and stock-based compensation expense are not part of cash flows which is more akin to the Company's AOI metric. The discount rate applied to the projected future cash flows to arrive at the present value is intended to reflect all risks of ownership and the associated risks of realizing the stream of projected future cash flows. The discounted cash flow methodology uses the Company's estimates of future financial performance. The most significant assumptions used in the discounted cash flow methodology are the discount rate, attrition rate and expected future revenue, which vary among reporting units.

#### ***Nonconsolidated Affiliates***

In general, nonconsolidated investments in which the Company owns more than 20% of the common stock or otherwise exercises significant influence over an affiliate are accounted for under the equity method. The Company recognizes gains or losses upon the issuance of securities by any of its equity method investees. The Company reviews the value of equity method investments and records impairment charges in the statements of operations for any decline in value that is determined to be other-than-temporary. If the Company obtains control of a nonconsolidated affiliate through the purchase of additional ownership interest or changes in the governing agreements, it remeasures its investment to fair value first and then applies 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, net in the statements of operations.

#### ***Accounts Payable, Client Accounts***

Accounts payable, client accounts consists of contractual amounts due to ticketing clients which includes the face value of tickets sold and the clients' share of service charges.

#### ***Income Taxes***

The Company accounts for income taxes using the liability method in accordance with the FASB guidance for income taxes. Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting bases and tax bases of assets and liabilities and are measured using the enacted tax rates expected to apply to taxable income in the periods in which the deferred tax asset or liability is expected to be realized or settled. Deferred tax assets are reduced by valuation allowances if the Company believes it is more likely than not that some portion of or the entire asset will not be realized. As almost all earnings from the Company's continuing foreign operations are permanently reinvested and not distributed, the Company's income tax provision does not include additional United States taxes on those foreign operations. The amount of earnings at December 31, 2015 that has been earned over time, and permanently reinvested, was approximately \$1.2 billion. It is not practical to determine the amount of federal and state income taxes, if any, that might become due in the event that any remaining available cash associated with these earnings were distributed.

The FASB guidance for income taxes prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be

recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The amount recognized is measured as the largest amount of benefit that is more likely than not to be realized upon ultimate settlement.

The Company has established a policy of including interest related to tax loss contingencies in income tax expense (benefit) in the statements of operations.

#### ***Revenue Recognition***

Revenue from the promotion and production of an event in the Concerts segment is recognized after the show occurs. Revenue related to larger global tours is recognized after the show occurs; however, any profits related to these tours, primarily related to music tour production and tour management services, is recognized after minimum revenue guarantee thresholds, if any, have been achieved. Revenue collected in advance of the event is recorded as deferred revenue until the event occurs. Revenue collected from sponsorships and other revenue, which is not related to any single event, is classified as deferred revenue and generally amortized over the operating season or the term of the contract.

Revenue from the Company's ticketing operations primarily consists of service fees charged at the time a ticket for an event is sold. For tickets sold to events at the Company's owned or operated venues and festivals in the United States, and where the Company controls the tickets internationally, the revenue for the associated ticket service charges collected in advance of the event is recorded as deferred revenue until the event occurs and these service charges are shared between the Company's Ticketing and Concerts segments. For tickets sold for events at third-party venues, the revenue is recognized at the time of the sale and is recorded by the Company's Ticketing segment.

The Company accounts for taxes that are externally imposed on revenue producing transactions on a net basis, as a reduction of revenue.

#### ***Gross versus Net Revenue Recognition***

The Company reports revenue on a gross or net basis based on management's assessment of whether the Company acts as a principal or agent in the transaction. To the extent the Company acts as the principal, revenue is reported on a gross basis. The determination of whether the Company acts as a principal or an agent in a transaction is based on an evaluation of whether the Company has the substantial risks and rewards of ownership under the terms of an arrangement. The Ticketing segment's revenue, which primarily consists of service fees from its ticketing operations, is recorded net of the face value of the ticket as the Company generally acts as an agent in these transactions.

#### ***Foreign Currency***

Results of operations for foreign subsidiaries and foreign equity investees are translated into United States dollars using the average exchange rates during the year. The assets and liabilities of those subsidiaries and investees are translated into United States dollars using the exchange rates at the balance sheet date. The related translation adjustments are recorded in a separate component of stockholders' equity in AOCI. Foreign currency transaction gains and losses are included in the statements of operations and include the impact of revaluation of certain foreign currency denominated net assets or liabilities held internationally. For the years ended December 31, 2015, 2014 and 2013, the Company recorded net foreign currency transaction losses of \$35.3 million, \$28.9 million and \$2.8 million, respectively. The Company does not currently have operations in highly inflationary countries.

#### ***Advertising Expense***

The Company records advertising expense in the year that it is incurred. Throughout the year, general advertising expenses are recognized as they are incurred, but event-related advertising for concerts is recognized once the show occurs. However, all advertising costs incurred during the year and not previously recognized are expensed at the end of the year. Advertising expenses of \$275.6 million, \$242.9 million and \$224.0 million for the years ended December 31, 2015, 2014 and 2013, respectively, were recorded as a component of direct operating expenses. Advertising expenses of \$28.6 million, \$28.8 million and \$27.7 million for the years ended December 31, 2015, 2014 and 2013, respectively, were recorded as a component of selling, general and administrative expenses.

#### ***Direct Operating Expenses***

Direct operating expenses include artist fees, show-related marketing and advertising expenses, royalties paid to clients for a share of service charges, rent expense for events in third-party venues, credit card fees, telecommunications and data communication costs associated with the Company's call centers, commissions paid on tickets distributed through independent sales outlets away from the box office, and salaries and wages related to seasonal employees at the Company's venues along with other costs, including ticket stock and shipping. These costs are primarily variable in nature.

### ***Selling, General and Administrative Expenses***

Selling, general and administrative expenses include salaries and other compensation costs related to full-time employees, fixed rent, travel and entertainment, legal expenses and consulting along with other costs.

### ***Depreciation and Amortization***

The Company's depreciation and amortization is presented as a separate line item in the statements of operations. There is no depreciation or amortization included in direct operating expenses, selling, general and administrative expenses or corporate expenses.

### ***Non-cash and Stock-based Compensation***

The Company follows the fair value recognition provisions in the FASB guidance for stock compensation. Stock-based compensation expense recognized includes compensation expense for all share-based payments using the estimated grant date fair value net of expected forfeitures. Judgment is required in estimating the amount of stock-based awards expected to be forfeited prior to vesting. If actual forfeitures differ from these estimates, non-cash compensation expense could vary.

The fair value for options in Live Nation stock is estimated on the date of grant using the Black-Scholes option-pricing model. The fair value of the options is amortized to expense, net of estimated forfeitures, on a straight-line basis over the options' vesting period. The Company uses an expected volatility based on an even weighting of its own traded options and historical volatility. The Company uses the simplified method for estimating the expected life within the valuation model which is the period of time that options granted are expected to be outstanding. The Company uses the simplified method as it does not believe its historical experience provides a reasonable basis with which to estimate the expected term due to the impact of a number of divestitures after the Separation, the varying vesting terms of awards issued since the Separation and the impact from the type and amount of awards converted pursuant to the Company's merger with Ticketmaster. The risk-free rate for periods within the expected life of the option is based on the United States Treasury note rate.

The fair value of restricted stock and restricted stock units, which is generally the stock price on the date of issuance, is amortized to expense, net of expected forfeitures, on a straight-line basis over the vesting period.

### ***Acquisition Transaction Expenses***

Acquisition transaction expenses consist of direct costs related to business combinations, such as legal and accounting transaction charges related to reviewing and closing an acquisition and also other legal costs directly tied to the transaction. These expenses also reflect changes in the fair value and accretion of accrued acquisition-related contingent or deferred consideration arrangements. The Company records transaction costs incurred in connection with the purchase or sale of a noncontrolling interest in a subsidiary, when control is maintained, as a deduction from equity in additional paid-in capital.

### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates, judgments, and assumptions that affect the amounts reported in the financial statements and accompanying notes including, but not limited to, legal, tax and insurance accruals, acquisition accounting and impairments. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from those estimates.

### ***Reclassifications***

Certain reclassifications have been made to the prior year consolidated financial statements to conform to the 2015 presentation. The Company reclassified \$20.0 million of debt issuance costs originally included in other long-term assets in the December 31, 2014 balance sheet and now reflects it as a reduction of the current portion of long-term debt and long-term debt in connection with the retrospective application of new accounting guidance for debt issuance costs as discussed below.

### ***Recent Accounting Pronouncements***

#### ***Recently Adopted Pronouncements***

In April 2014, the FASB issued guidance that raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. The Company adopted this guidance on January 1, 2015 and there has been no impact from its adoption.

In April 2015, the FASB issued guidance that simplifies the presentation of debt issuance costs. The guidance requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a deduction from the carrying amount of that debt liability, consistent with debt discounts. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015 and interim periods within that year. The guidance should be applied on a

retrospective basis to all periods presented in the financial statements. Early adoption is permitted and the Company adopted this guidance effective January 1, 2015. See “—Reclassifications” above for discussion of the impact of implementation.

In September 2015, the FASB issued guidance that eliminates the requirement for an acquirer in a business combination to account for measurement-period adjustments retrospectively. Instead, acquirers recognize measurement-period adjustments during the period in which they determine the amounts, including the effect on earnings of any amounts they would have recorded in previous periods if the accounting had been completed at the acquisition date. The guidance should be applied prospectively to adjustments to provisional amounts that occur after the effective date. This guidance is effective for annual periods beginning after December 15, 2015 and interim periods within that year. Early adoption is permitted and the Company adopted this guidance effective July 1, 2015. The adoption of this guidance did not have a material effect on the Company’s financial position or results of operations.

In February 2015, the FASB issued amendments to the consolidation guidance that make changes to the analysis a reporting entity must perform to determine whether it should consolidate certain types of legal entities. This guidance is effective for annual periods beginning after December 15, 2015 and interim periods within that year. The guidance should be applied either using a modified retrospective approach or retrospectively. Early adoption is permitted and the Company adopted this guidance on October 1, 2015. The adoption of this guidance did not have a material effect on the Company’s financial position or results of operations.

In November 2015, the FASB issued updated guidance that requires companies to classify all deferred tax assets and liabilities as noncurrent in the statement of financial position. The guidance is effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within that year. The guidance should be applied either prospectively to all deferred tax assets and liabilities or retrospectively to all periods presented. Early adoption is permitted and the Company adopted this guidance effective October 1, 2015. The Company applied the guidance prospectively to all deferred tax assets and liabilities. Prior periods presented have not been retrospectively adjusted. The adoption of this guidance did not have a material effect on the Company’s financial position.

#### ***Recently Issued Pronouncements***

In May 2014, the FASB issued a comprehensive new revenue recognition standard that will supersede nearly all existing revenue recognition guidance under GAAP. The new standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle of the guidance is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard is effective for annual periods beginning after December 15, 2017 and interim periods within that year. Early adoption of the standard is only permitted for annual periods beginning after December 31, 2016 and interim periods within that year. The guidance should be applied retrospectively, either to each prior period presented in the financial statements, or only to the most current reporting period presented in the financial statements with a cumulative-effect adjustment as of the date of adoption. The Company will adopt this standard on January 1, 2018, and is currently assessing which implementation method it will apply and the impact its adoption will have on its financial position and results of operations.

In April 2015, the FASB amended its guidance on internal-use software providing guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The amendments to this guidance are effective for annual periods beginning after December 15, 2015 and interim periods within that year, and early adoption is permitted. The guidance should be applied either prospectively to all arrangements entered into or materially modified after the effective date or retrospectively. The Company will adopt this guidance on January 1, 2016, and will apply it prospectively. The adoption of this guidance will not have a material effect on the Company’s financial position or results of operations.

In January 2016, the FASB issued amendments for the recognition, measurement, presentation, and disclosure of financial instruments. Among other things, the guidance requires equity investments that do not result in consolidation and are not accounted for under the equity method to be measured at fair value with any change in fair value recognized in net income unless the investments do not have readily determinable fair values. The amendments are effective for annual periods beginning after December 15, 2017 and interim periods within that year. Early adoption is not permitted for most of the amendments. The amendments are to be applied through a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption with the exception of equity investments without readily determinable fair value which will be applied prospectively. The Company will adopt this standard on January 1, 2018, and is currently evaluating the impact that the standard will have on its financial position and results of operations.

**NOTE 2—LONG-LIVED ASSETS**

***Property, Plant and Equipment***

In the fourth quarter of 2012, an amphitheater in New York that is operated by the Company sustained substantial damage during Hurricane Sandy. During 2014 and 2013, the Company received insurance recoveries and recorded gains of \$3.8 million and \$14.1 million for the years ended December 31, 2014 and 2013, respectively, as a component of loss (gain) on disposal of operating assets in the Concerts segment representing the proceeds received in excess of the carrying value of the assets. The Company received the final insurance recovery in the second quarter of 2014.

***Definite-lived Intangible Assets***

The Company has definite-lived intangible assets which are amortized over the shorter of either the lives of the respective agreements or the period of time the assets are expected to contribute to the Company's future cash flows. The amortization is recognized on either a straight-line or expected cash flows basis.

[Table of Contents](#)

The following table presents the changes in the gross carrying amount and accumulated amortization of definite-lived intangible assets for the years ended December 31, 2015 and 2014:

	Revenue-generating contracts	Client / vendor relationships	Trademarks and naming rights	Non-competitive agreements	Venue management and leaseholds	Technology	Other	Total
<i>(in thousands)</i>								
<b>Balance as of December 31, 2013:</b>								
Gross carrying amount	\$ 585,094	\$ 277,937	\$ 28,524	\$ 137,199	\$ 85,642	\$ 100,664	\$ 2,375	\$ 1,217,435
Accumulated amortization	<u>(231,053)</u>	<u>(81,809)</u>	<u>(9,092)</u>	<u>(101,128)</u>	<u>(43,687)</u>	<u>(73,110)</u>	<u>(992)</u>	<u>(540,871)</u>
Net	<u>354,041</u>	<u>196,128</u>	<u>19,432</u>	<u>36,071</u>	<u>41,955</u>	<u>27,554</u>	<u>1,383</u>	<u>676,564</u>
Gross carrying amount:								
Acquisitions—current year	75,304	92,974	—	—	—	8,415	1,100	177,793
Acquisitions—prior year	(1,851)	2,857	—	1,500	—	407	—	2,913
Dispositions	(1,600)	—	—	—	—	—	—	(1,600)
Foreign exchange	(19,056)	(8,508)	(1,176)	—	(2,324)	(1,608)	(5)	(32,677)
Other <sup>(1)</sup>	(2,764)	(9,268)	(3,082)	(15,147)	4	(92,548)	111	(122,694)
Net change	<u>50,033</u>	<u>78,055</u>	<u>(4,258)</u>	<u>(13,647)</u>	<u>(2,320)</u>	<u>(85,334)</u>	<u>1,206</u>	<u>23,735</u>
Accumulated amortization:								
Amortization	(52,664)	(52,389)	(3,458)	(12,531)	(7,960)	(24,946)	(713)	(154,661)
Dispositions	605	—	—	—	—	—	—	605
Foreign exchange	8,277	1,735	767	—	1,161	1,262	3	13,205
Other <sup>(1)</sup>	2,764	9,268	3,082	15,147	(4)	92,548	460	123,265
Net change	<u>(41,018)</u>	<u>(41,386)</u>	<u>391</u>	<u>2,616</u>	<u>(6,803)</u>	<u>68,864</u>	<u>(250)</u>	<u>(17,586)</u>
<b>Balance as of December 31, 2014:</b>								
Gross carrying amount	635,127	355,992	24,266	123,552	83,322	15,330	3,581	1,241,170
Accumulated amortization	<u>(272,071)</u>	<u>(123,195)</u>	<u>(8,701)</u>	<u>(98,512)</u>	<u>(50,490)</u>	<u>(4,246)</u>	<u>(1,242)</u>	<u>(558,457)</u>
Net	<u>363,056</u>	<u>232,797</u>	<u>15,565</u>	<u>25,040</u>	<u>32,832</u>	<u>11,084</u>	<u>2,339</u>	<u>682,713</u>
Gross carrying amount:								
Acquisitions—current year	119,482	39,113	62,953	5,110	10,574	16,230	17	253,479
Acquisitions—prior year	(8,366)	(4,694)	—	49,851	—	11	—	36,802
Foreign exchange	(15,332)	(8,474)	(664)	(2,159)	(3,784)	(1,306)	—	(31,719)
Other <sup>(1)</sup>	(30,116)	(2,655)	1	—	(24,061)	—	—	(56,831)
Net change	<u>65,668</u>	<u>23,290</u>	<u>62,290</u>	<u>52,802</u>	<u>(17,271)</u>	<u>14,935</u>	<u>17</u>	<u>201,731</u>
Accumulated amortization:								
Amortization	(78,281)	(51,116)	(6,218)	(22,869)	(10,684)	(4,402)	(389)	(173,959)
Foreign exchange	6,494	2,036	340	62	1,468	46	—	10,446
Other <sup>(1)</sup>	30,115	2,655	1	—	24,061	—	—	56,832
Net change	<u>(41,672)</u>	<u>(46,425)</u>	<u>(5,877)</u>	<u>(22,807)</u>	<u>14,845</u>	<u>(4,356)</u>	<u>(389)</u>	<u>(106,681)</u>
<b>Balance as of December 31, 2015:</b>								
Gross carrying amount	700,795	379,282	86,556	176,354	66,051	30,265	3,598	1,442,901
Accumulated amortization	<u>(313,743)</u>	<u>(169,620)</u>	<u>(14,578)</u>	<u>(121,319)</u>	<u>(35,645)</u>	<u>(8,602)</u>	<u>(1,631)</u>	<u>(665,138)</u>
Net	<u>\$ 387,052</u>	<u>\$ 209,662</u>	<u>\$ 71,978</u>	<u>\$ 55,035</u>	<u>\$ 30,406</u>	<u>\$ 21,663</u>	<u>\$ 1,967</u>	<u>\$ 777,763</u>

[Table of Contents](#)

- (1) Other includes netdowns of fully amortized or impaired assets.

Included in the current year acquisitions amount above for 2015 is \$253.5 million of definite-lived intangible assets primarily associated with the acquisitions of all or part of festival promoters, a venue management business, an artist management business, and a ticketing business all located in the United States and the United Kingdom.

Included in the prior year acquisitions amount above for 2015 is \$36.8 million of definite-lived intangible assets primarily associated with the prospective consolidation of an artist management business located in the United Kingdom.

Included in the current year acquisitions amount above for 2014 is \$177.8 million of definite-lived intangible assets primarily associated with the acquisitions of a controlling interest in a festival and concert promoter and five artist management businesses located in the United States and the United Kingdom.

The 2015 and 2014 additions to definite-lived intangible assets from acquisitions have weighted-average lives as follows:

	Weighted-Average Life (years)	
	2015	2014
Revenue-generating contracts	8	9
Client/vendor relationships	7	7
Trademarks and naming rights	10	—
Non-compete agreements	6	5
Venue management and leaseholds	7	—
Technology	6	5
Other	—	10
All categories	8	7

During all years presented, the Company reviewed the carrying value of certain definite-lived intangible assets that management determined would not be renewed or that had an indicator that future operating cash flows may not support its carrying value. It was determined that certain assets were impaired since the estimated undiscounted future cash flows associated with those assets were less than their carrying value. For the years ended December 31, 2014 and 2013, the Company recorded impairment charges related to definite-lived intangible assets of \$11.1 million and \$10.6 million, respectively, as a component of depreciation and amortization. The 2014 impairment charges primarily related to client/vendor relationship intangible assets in the Artist Nation segment and technology intangible assets in the Ticketing segment. The 2013 impairment charges primarily related to venue management and leasehold intangible assets in the Concerts segment and client/vendor relationship intangible assets in the Artist Nation segment. See Note 5—Fair Value Measurements for further discussion of the inputs used to determine the fair values. There were no significant impairment charges recorded in 2015.

Amortization of definite-lived intangible assets for the years ended December 31, 2015, 2014 and 2013 was \$174.0 million, \$154.7 million and \$173.2 million, respectively.

The following table presents the Company's estimate of amortization expense for each of the five succeeding fiscal years for definite-lived intangible assets that exist at December 31, 2015:

	(in thousands)
2016	\$ 157,750
2017	\$ 145,440
2018	\$ 120,840
2019	\$ 103,549
2020	\$ 89,714

As acquisitions and dispositions occur in the future and the valuations of intangible assets for recent acquisitions are completed, amortization may vary.

#### ***Indefinite-lived Intangibles***

The Company has indefinite-lived intangible assets which consists of trade names. These indefinite-lived intangible assets had a carrying value of \$369.3 million and \$369.5 million as of December 31, 2015 and 2014, respectively.

The Company tests for possible impairment of indefinite-lived intangible assets on at least an annual basis. For the year ended December 31, 2014, the Company recorded an impairment charge of \$6.0 million as a component of depreciation and amortization in the Ticketing segment. During 2014, the Company made a decision to rebrand certain of its markets that were not using the Ticketmaster trade name. In connection with the rebranding, it was determined that an indefinite-lived intangible asset for a certain market was fully impaired since the transition to the Ticketmaster trade name was substantially completed for that market during the year. See Note 5—Fair Value Measurements for further discussion of the inputs used to determine the fair value. There were no impairment charges of indefinite-lived intangible assets recorded for the years ended December 31, 2015 and 2013.

### ***Goodwill***

The Company currently has seven reporting units with goodwill balances: International Concerts and North American Concerts within the Concerts segment; Artist Management and Artist Services (non-management) within the Artist Nation segment; International Ticketing and North American Ticketing within the Ticketing segment; and Sponsorship & Advertising. The Company reviews goodwill for impairment annually, as of October 1, using a three-step process: a qualitative review, a quantitative analysis, and a measurement of implied goodwill. In 2015, as part of the Company's annual test for impairment of goodwill, two reporting units were assessed under the initial qualitative evaluation and did not require a quantitative analysis. These reporting units account for approximately 13% of the Company's goodwill at December 31, 2015. Considerations included the considerable excess of fair values over carrying values in the most recent quantitative analysis performed together with the following comparison of current information to the most recent quantitative analysis: (a) declining discount rates, (b) consistent market multiples and (c) for one of the reporting units, financial results outperforming prior expectations and for the other reporting unit, financial results that did not meet prior expectations.

Three reporting units that account for approximately 67% of the Company's goodwill at December 31, 2015 advanced directly to a quantitative analysis without performing a qualitative analysis, in accordance with the Company's policy, as these reporting units have not had quantitative analysis performed in 5 years. These reporting units did not require the final step to measure potential impairment.

Finally, for two reporting units that account for approximately 20% of the Company's goodwill at December 31, 2015, although these reporting units showed improved or consistent discount rates and increased market multiples, the qualitative analysis was inconclusive due to declines in recent financial performance against prior expectations. As such, quantitative analysis was performed for these reporting units, but did not require the final step to measure potential impairment.

The Company performed the quantitative analysis using a combination of a discounted cash flows methodology, which uses both market-based and internal assumptions, and a market multiple methodology, which uses primarily market-based assumptions.

Based upon the results of the annual tests there were no impairment charges recorded in 2015 and 2013. In 2014, the Company recorded impairment charges of \$117.0 million and \$17.9 million related to its International Concerts and Artist Services (non-management) reporting units, respectively.

[Table of Contents](#)

The following table presents the changes in the carrying amount of goodwill in each of the Company's reportable segments for the years ended December 31, 2015 and 2014:

	Concerts	Ticketing	Artist Nation	Sponsorship & Advertising	Total
<i>(in thousands)</i>					
<b>Balance as of December 31, 2013:</b>					
Goodwill	\$ 505,472	\$ 642,249	\$ 278,923	\$ 310,241	\$ 1,736,885
Accumulated impairment losses	(269,902)	—	—	—	(269,902)
Net	<u>235,570</u>	<u>642,249</u>	<u>278,923</u>	<u>310,241</u>	<u>1,466,983</u>
Acquisitions—current year	92,393	27,943	68,107	15,774	204,217
Acquisitions—prior year	1,997	—	(2,304)	(625)	(932)
Dispositions	—	(4,434)	—	—	(4,434)
Impairment	(117,013)	—	(17,948)	—	(134,961)
Foreign exchange	(21,971)	(8,127)	787	(22,525)	(51,836)
<b>Balance as of December 31, 2014:</b>					
Goodwill	577,891	657,631	345,513	302,865	1,883,900
Accumulated impairment losses	(386,915)	—	(17,948)	—	(404,863)
Net	<u>190,976</u>	<u>657,631</u>	<u>327,565</u>	<u>302,865</u>	<u>1,479,037</u>
Acquisitions—current year	57,792	77,951	15,051	43,248	194,042
Acquisitions—prior year	(28,472)	10,341	(17,968)	(3,274)	(39,373)
Foreign exchange	(4,440)	(12,098)	(2,095)	(10,758)	(29,391)
<b>Balance as of December 31, 2015:</b>					
Goodwill	602,771	733,825	340,501	332,081	2,009,178
Accumulated impairment losses	(386,915)	—	(17,948)	—	(404,863)
Net	<u>\$ 215,856</u>	<u>\$ 733,825</u>	<u>\$ 322,553</u>	<u>\$ 332,081</u>	<u>\$ 1,604,315</u>

Included in the current year acquisitions amount above for 2015 is \$194.0 million of goodwill primarily associated with the acquisitions of all or part of festival promoters and a ticketing business, all located in the United States.

Included in the prior year acquisitions amount above for 2015 is a decrease of \$39.4 million of goodwill primarily associated with the finalization of accounting for the acquisition of a controlling interest in a festival and concert promoter in the United States and prospective consolidation of an artist management business located in the United Kingdom.

Included in the current year acquisitions amount above for 2014 is \$204.2 million of goodwill primarily associated with the acquisitions of a controlling interest in a festival and concert promoter and three artist management businesses located in the United States and the United Kingdom.

For the goodwill recognized in connection with the 2015 and 2014 acquisitions, \$107.9 million and \$76.4 million, respectively, is expected to be deductible for tax purposes.

The Company is in various stages of finalizing its acquisition accounting for recent acquisitions, which 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 its allocation between segments.

**Investments in Nonconsolidated Affiliates**

The Company has investments in various affiliates which are not consolidated and are accounted for under the equity method of accounting. The Company records its investments in these entities in the balance sheet as investments in nonconsolidated affiliates reported as part of other long-term assets. The Company's interests in these operations are recorded in the statements of operations as equity in earnings of nonconsolidated affiliates. For the year ended December 31, 2015, the Company's investments in Venta de Boletos por Computadora S.A. de C.V, a 33% owned ticketing distribution services company, Vice Nation, LLC, a 60% owned digital content company, Front Gate Holdings, LLC ("Front Gate"), a 50% owned ticketing business for part of 2015 and Caring & Daring, LLC ("C&D"), a 50% owned festival promotion business for part of 2015 are considered significant on an individual basis and certain other investments are considered significant on an aggregate basis. In June 2015, the Company acquired the remaining or additional interests in Front Gate and C&D, which are both reported on a consolidated basis from the date of acquisition and therefore, the amounts below include Front Gate and C&D only through the date of acquisition and do not include any balance sheet amounts as of December 31, 2015. Summarized balance sheet and income statement information for these entities is as follows (at 100%):

	<b>December 31,</b>	
	<b>2015</b>	<b>2014</b>
	<i>(in thousands)</i>	
Current assets	\$ 74,686	\$ 90,218
Noncurrent assets	\$ 7,979	\$ 19,255
Current liabilities	\$ 48,581	\$ 63,007
Noncurrent liabilities	\$ —	\$ —
Noncontrolling interests	\$ 403	\$ 391

	<b>Year Ended December 31,</b>		
	<b>2015</b>	<b>2014</b>	<b>2013</b>
	<i>(in thousands)</i>		
Revenue	\$ 92,801	\$ 68,828	\$ 71,574
Operating income	\$ 21,022	\$ 22,639	\$ 26,936
Net income	\$ 13,986	\$ 16,996	\$ 21,167
Net income attributable to the common stockholders of the equity investees	\$ 13,905	\$ 16,855	\$ 21,105

The Company reviews its investments in nonconsolidated affiliates for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. For the year ended December 31, 2013, the Company recorded impairment charges related to these investments of \$9.2 million as equity in earnings of nonconsolidated affiliates. The impairments primarily related to an investment in a concert promoter located in Europe and an investment in an ecommerce business. See Note 5—Fair Value Measurements for further discussion of the inputs used to determine the fair values. There were no significant impairments of investments in nonconsolidated affiliates during 2015 and 2014.

**Long-lived Asset Disposals**

In May 2013, the Company completed the sale of a theater in New York. There were no significant disposals of long-lived assets during 2015 and 2014. The table below summarizes the asset and liability values at the time of sale for significant disposals and the resulting gain or loss recorded.

<b>Divested Asset</b>	<b>Segment</b>	<b>Gain on Disposal of Operating Assets</b>	<b>Current Assets</b>	<b>Noncurrent Assets</b>	<b>Current Liabilities</b>	<b>Noncurrent Liabilities</b>
<i>(in thousands)</i>						
<b>2013 Divestiture</b>						
New York theater	Concerts	\$ (24,845)	\$ —	\$ 35,785	\$ —	\$ 3,636

**NOTE 3—LONG-TERM DEBT**

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

	December 31,	
	2015	2014
	<i>(in thousands)</i>	
Senior Secured Credit Facility:		
Term loan A	\$ 93,438	\$ 104,937
Term loan B	928,625	938,125
7% Senior Notes due 2020	425,000	425,000
5.375% Senior Notes due 2022	250,000	250,000
2.5% Convertible Senior Notes due 2019	275,000	275,000
Other long-term debt	108,350	96,031
Total principal amount	2,080,413	2,089,093
Less unamortized discounts and debt issuance costs	(41,399)	(52,979)
Plus unamortized premium	6,000	7,286
Total long-term debt net of unamortized discounts, premium and debt issuance costs	2,045,014	2,043,400
Less: current portion	42,352	47,443
Total long-term debt, net	\$ 2,002,662	\$ 1,995,957

Future maturities of long-term debt at December 31, 2015 are as follows:

	(in thousands)
2016	\$ 42,484
2017	61,458
2018	343,116
2019	19,213
2020	1,340,533
Thereafter	273,609
Total	\$ 2,080,413

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 5—Fair Value Measurements for discussion of fair value measurement of the Company's long-term debt.

**Senior Secured Credit Facility**

At December 31, 2015, the Company's senior secured credit facility consisted of (i) a \$115 million term loan A facility with a maturity of five years, (ii) a \$950 million term loan B facility with a maturity of seven years and (iii) a \$335 million revolving credit facility with a maturity of five years. Subject to certain conditions, the Company has the right to increase such facilities by at least \$450 million or a greater amount so long as the senior secured leverage ratio calculated on a pro-forma basis (as defined in the credit agreement) is no greater than 3.25x. The revolving credit facility provides for borrowings up to the amount of the facility with sublimits of up to (i) \$150 million to be available for the issuance of letters of credit, (ii) \$50 million to be available for swingline loans, (iii) \$150 million to be available for borrowings in Euros or British Pounds and (iv) \$50 million to be available for borrowings in one or more other approved currencies. The senior secured credit facility is secured by (i) a first priority lien on substantially all of the tangible and intangible personal property of the Company's domestic subsidiaries that are guarantors and (ii) a pledge of substantially all of the shares of stock, partnership interests and limited liability company interests of the Company's direct and indirect domestic subsidiaries and 65% of each class of capital stock of any first-tier foreign subsidiaries.

The interest rates per annum applicable to revolving credit facility loans and the term loan A under the senior secured credit facility are, at the Company's option, equal to either LIBOR plus 2.25% or a base rate plus 1.25%, subject to stepdowns based on the Company's net leverage ratio. The interest rates per annum applicable to the term loan B are, at the Company's option, equal to either LIBOR plus 2.75% or a base rate plus 1.75%, subject to a LIBOR floor of 0.75% and a base rate floor of 1.75%. The Company is required to pay a commitment fee of 0.5% per year on the undrawn portion available under the revolving credit facility, subject to stepdowns based on the Company's net leverage ratio, and variable fees on outstanding letters of credit.

For the term loan A, the Company is required to make quarterly payments increasing over time from \$2.9 million to \$13.8 million with the balance due at maturity in August 2018. For the term loan B, the Company is required to make quarterly payments of \$2.4 million with the balance due at maturity in August 2020. The Company is also required to make mandatory prepayments of the loans under the credit agreement, subject to specified exceptions, from excess cash flow and with the proceeds of asset sales, debt issuances and specified other events.

Based on the Company's outstanding letters of credit of \$76.1 million, \$258.9 million was available for future borrowings under the revolving credit facility at December 31, 2015.

#### **7% Senior Notes**

At December 31, 2015, the Company had \$425 million of 7% senior notes due 2020 outstanding, of which \$200 million was issued with a \$9.0 million premium. Interest on the notes is payable semiannually in arrears on March 1 and September 1 of each year and the notes will mature on September 1, 2020. The Company may redeem some or all of the notes at any time prior to September 1, 2016 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 using a discount rate equal to the treasury rate plus 50 basis points. On or after September 1, 2016, the Company may redeem at its option some or all of the notes at redemption prices that start at 103.5% of their principal amount, plus any accrued and unpaid interest to the date of redemption. The Company must make an offer to redeem the notes at 101% of the aggregate principal amount, plus any accrued and unpaid interest to the repurchase date, if it experiences certain defined changes of control.

#### **5.375% Senior Notes**

In May 2014, the Company issued \$250 million of 5.375% senior notes due 2022. Interest on the notes is payable semiannually in arrears on June 15 and December 15, and the notes will mature on June 15, 2022. The Company may redeem some or all of the notes at any time prior to June 15, 2017 at a price equal to 100% of the principal amount, plus any accrued and unpaid interest to the date of redemption, plus a 'make-whole' premium. The Company may also redeem up to 35% of the aggregate principal amount of the notes from the proceeds of certain equity offerings prior to June 15, 2017, at a price equal to 105.375% of the principal amount, plus any accrued and unpaid interest. In addition, on or after June 15, 2017, the Company may redeem at its option some or all of the notes at redemption prices that start at 104.0313% of their principal amount, plus any accrued and unpaid interest to the date of redemption. The Company must make an offer to redeem the notes at 101% of the aggregate principal amount, plus any accrued and unpaid interest to the repurchase date, if it experiences certain defined changes of control.

#### **2.5% Convertible Senior Notes**

In May 2014, the Company issued \$275 million of convertible senior notes due 2019. The notes pay interest semiannually in arrears on May 15 and November 15 at a rate of 2.5% per annum. The notes will mature on May 15, 2019, and may not be redeemed by the Company prior to the maturity date. The notes will be convertible, under certain circumstances, until November 15, 2018, and on or after such date without condition, at an initial conversion rate of 28.8363 shares of the Company's common stock per \$1,000 principal amount of notes, subject to adjustment, which represents a 52.5% conversion premium based on the last reported sale price for the Company's common stock of \$22.74 on May 19, 2014. Upon conversion, the notes may be settled in shares of common stock or, at the Company's election, cash or a combination of cash and shares of common stock. Assuming the Company fully settled the notes in shares, the maximum number of shares that could be issued to satisfy the conversion is currently 7.9 million.

If the Company experiences a fundamental change, as defined in the indenture governing the notes, the holders of the 2.5% convertible senior notes may require the Company 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 accrued and unpaid interest, if any.

The carrying amount of the equity component of the notes is \$22.0 million and the principal amount of the liability component (face value of the notes) is \$275 million. As of December 31, 2015, the remaining period for the debt discount was approximately three years and the value of the notes, if converted and fully settled in shares, did not exceed the principal amount of the notes. As of December 31, 2015 and 2014, the effective interest rate on the liability component of the notes was 5.0%.

The following table summarizes the amount of pre-tax interest cost recognized on the 2.5% convertible senior notes and the Company's 2.875% convertible senior notes which were redeemed in September 2014:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Interest cost recognized relating to:			
Contractual interest coupon	\$ 6,856	\$ 8,701	\$ 6,325
Amortization of debt discount	4,599	10,165	12,995
Amortization of debt issuance costs	1,355	1,175	703
Total interest cost recognized on the notes	\$ 12,810	\$ 20,041	\$ 20,023

#### ***Other Long-term Debt***

As of December 31, 2015, other long-term debt is comprised of capital leases of \$9.2 million and notes payable and other debt of \$99.1 million, including debt to noncontrolling interest partners of \$26.9 million and \$51.7 million of a subsidiary's long-term debt which consists of a term loan, revolving credit facility and shareholder loan notes. Total notes payable consist primarily of 18 notes with interest rates ranging from 0.2% to 11.0% and maturities of up to seven years.

#### ***Debt Extinguishment***

In May 2014, the Company issued \$250 million of 5.375% senior notes due 2022 and \$275 million of 2.5% convertible senior notes due 2019 and paid related fees and expenses of \$9.8 million. In July 2014, the holders of \$29.3 million of aggregate outstanding principal of the 2.875% convertible senior notes exercised their right to redeem their notes for cash and in late September 2014, pursuant to the Company's option under the indenture governing the notes, the Company redeemed the remainder of these notes using the net proceeds noted above. In addition to redeeming the \$220 million principal amount of these notes, the Company paid total accrued interest of \$1.1 million and related fees and expenses of \$0.2 million for the redemption, leaving \$293.9 million in additional cash available for general corporate purposes. The loss on extinguishment of debt related to the redemption of the 2.875% convertible senior notes was not significant in 2014.

In August 2013, the Company issued additional notes under the indenture governing its existing 7% senior notes due 2020 with a \$9.0 million premium and amended its senior secured credit facility. The amendment to the senior secured credit facility provided the existing term loan A and term loan B lenders with an option to convert their outstanding principal amounts into the new term loans. Excluding the outstanding principal amounts for lenders who elected to convert their outstanding term loans, proceeds of \$802.2 million from issuance of these borrowings were used to repay \$472.5 million principal amount of the Company's outstanding borrowings under the existing senior secured credit facility, to repay the entire \$250 million principal amount of the Company's outstanding 8.125% senior notes due 2018 and to pay the related 'make-whole' premium on these senior notes and total accrued interest and fees of \$35.3 million along with related fees and expenses for the refinancing of \$22.0 million, leaving \$22.4 million in additional cash for general corporate purposes. The Company recorded a \$36.3 million loss on extinguishment of debt related to this refinancing in 2013.

#### ***Debt Covenants***

The Company's senior secured credit facility contains a number of covenants and restrictions that, among other things, require the Company to satisfy certain financial covenants and restrict the Company's and its subsidiaries' ability to incur additional debt, make certain investments and acquisitions, repurchase its stock and prepay certain indebtedness, create liens, enter into agreements with affiliates, modify the nature of its 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). 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 senior secured credit facility agreement has a covenant, measured quarterly that relates to total leverage. The consolidated total leverage covenant requires the Company to maintain a ratio of consolidated total funded debt to consolidated EBITDA (both as defined in the credit agreement) of 4.75x over the trailing four consecutive quarters through September 30, 2016. The consolidated total leverage ratio will reduce to 4.50x on December 31, 2016.

The indentures governing the 7% senior notes and the 5.375% senior notes contain covenants that limit, among other things, the Company's ability and the ability of its 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 the Company, merge, consolidate or sell all of the

Company's assets, create certain liens, and engage in transactions with affiliates on terms that are not arms-length. 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. The 7% senior notes and the 5.375% senior 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 3.25x for the 7% senior notes and 3.50x for the 5.375% senior notes.

Some of the Company's 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 and maximum consolidated debt to consolidated EBITDA, all as defined in the applicable debt agreements.

As of December 31, 2015, the Company believes it was in compliance with all of its debt covenants. The Company expects to remain in compliance with all of these covenants throughout 2016.

#### **NOTE 4—DERIVATIVE INSTRUMENTS**

The Company primarily uses forward currency contracts and options to reduce its exposure to foreign currency risk associated with short-term artist fee commitments. The Company may also enter into forward currency contracts to minimize the risks and/or costs associated with changes in foreign currency rates on forecasted operating income. At December 31, 2015 and 2014, the Company had forward currency contracts and options outstanding with notional amounts of \$71.1 million and \$63.3 million, respectively. These instruments have not been designated as hedging instruments and any change in fair value is reported in earnings during the period of the change. The Company's foreign currency derivative activity, including the related fair values, are not material to any period presented.

Additionally, the Company has entered into certain interest rate swap and cap agreements to limit its exposure to variable interest rates, related to portions of the Company's outstanding debt. At December 31, 2015, the Company had an interest rate cap agreement outstanding with a notional amount of \$8.2 million. This interest rate cap agreement has not been designated as a hedging instrument. At December 31, 2014, the Company had interest rate swap agreements outstanding with notional amounts of \$29.3 million. One of the agreements expired in June 2015 and was designated as a cash flow hedge. As of December 31, 2014, there was no ineffective portion or amount excluded from effectiveness testing for the derivative designated as a cash flow hedging instrument. The Company's interest rate swap and cap activity, including the related fair values, are not material to any period presented.

The Company does not enter into derivative instruments for speculative or trading purposes and does not anticipate any significant recognition of derivative activity through the income statement in the future related to the instruments currently held. See Note 5—Fair Value Measurements for further discussion and disclosure of the fair values for the Company's derivative instruments.

#### **NOTE 5—FAIR VALUE MEASUREMENTS**

The Company currently has various financial instruments carried at fair value, such as marketable securities, derivatives and contingent consideration, but does not currently have nonfinancial assets and liabilities that are required to be measured at fair value on a recurring basis. The Company's financial assets and liabilities are measured using inputs from all levels of the fair value hierarchy as defined in the FASB guidance for fair values. For this categorization, only inputs that are significant to the fair value are considered. The three levels are defined as follows:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2—Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.) and inputs that are derived principally from or corroborated by observable market data by correlation or other means (i.e., market corroborated inputs).

Level 3—Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

[Table of Contents](#)

In accordance with the fair value hierarchy described above, the following table shows the fair value of the Company's financial assets and liabilities that are required to be measured at fair value on a recurring basis, which are classified on the balance sheets as cash and cash equivalents, other current assets, other long-term assets, other current liabilities and other long-term liabilities:

	Fair Value Measurements at December 31, 2015				Fair Value Measurements at December 31, 2014			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
	<i>(in thousands)</i>				<i>(in thousands)</i>			
<b>Assets:</b>								
Cash equivalents	\$ 30,102	\$ —	\$ —	\$ 30,102	\$ 111	\$ —	\$ —	\$ 111
Forward currency contracts	—	979	—	979	—	1,910	—	1,910
<b>Total</b>	<b>\$ 30,102</b>	<b>\$ 979</b>	<b>\$ —</b>	<b>\$ 31,081</b>	<b>\$ 111</b>	<b>\$ 1,910</b>	<b>\$ —</b>	<b>\$ 2,021</b>
<b>Liabilities:</b>								
Interest rate cap and swaps	\$ —	\$ —	\$ 1	\$ 1	\$ —	\$ 1,004	\$ —	\$ 1,004
Forward currency contracts	—	680	—	680	—	5	—	5
Put option	—	—	7,258	7,258	—	—	—	—
Contingent consideration	—	—	19,877	19,877	—	—	8,927	8,927
<b>Total</b>	<b>\$ —</b>	<b>\$ 680</b>	<b>\$ 27,136</b>	<b>\$ 27,816</b>	<b>\$ —</b>	<b>\$ 1,009</b>	<b>\$ 8,927</b>	<b>\$ 9,936</b>

Cash equivalents consist of money market funds. Fair values for cash equivalents are based on quoted prices in an active market. Fair values for forward currency contracts are based on observable market transactions of spot and forward rates. Fair values for the interest rate swaps are based on inputs corroborated by observable market data with similar tenors.

A third party has a put option to sell its noncontrolling interest in one of the Company's subsidiaries to the Company and is carried at fair value using Level 3 inputs because the redemption date and redemption amount are not fixed. The put option is triggered by the occurrence of specific events, one of which is certain to occur, and requires the Company to buy the noncontrolling interest. The redemption amount for this put option is a variable amount based on a formula linked to historical earnings. The Company has recorded a current liability for this put option which is valued based on the historic results of that subsidiary. Changes in the fair value are recorded in acquisition transaction expenses.

The Company has certain contingent consideration obligations related to acquisitions which are measured at fair value using Level 3 inputs. The amounts due to the sellers are based on the achievement of agreed-upon financial performance metrics by the acquired companies where the contingent obligation is either earned or not earned. The Company records the liability at the time of the acquisition based on the present value of management's best estimates of the future results of the acquired companies compared to the agreed-upon metrics. Subsequent to the date of acquisition, the Company updates the original valuation to reflect current projections of future results of the acquired companies and the passage of time. Accretion of, and changes in the valuations of, contingent consideration are reported in acquisition transaction expenses. See Note 6—Commitments and Contingent Liabilities for additional information related to the contingent payments.

Due to their short maturity, the carrying amounts of accounts receivable, accounts payable and accrued expenses approximated their fair values at December 31, 2015 and 2014.

The Company's outstanding debt held by third-party financial institutions is carried at cost, adjusted for premium, discounts or debt issuance costs. The Company's 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. The estimated fair values of the Company's 7% senior notes, 5.375% senior notes and the 2.5% convertible senior notes were \$443.1 million, \$249.4 million and \$280.2 million, respectively, at December 31, 2015. The estimated fair values of the 7% senior notes, 5.375% senior notes and the 2.5% convertible senior notes were \$451.3 million, \$250.3 million and \$296.3 million, respectively, at December 31, 2014. The estimated fair value of the Company's 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. The Company has fixed rate debt held by noncontrolling interest partners with a face value of \$26.9 million and \$30.0 million at December 31, 2015 and 2014, respectively. The Company is unable to determine the fair value of this debt.

[Table of Contents](#)

The following table shows the fair value of the Company's financial assets that have been adjusted to fair value on a non-recurring basis which had a significant impact on the Company's results of operations for the years ended December 31, 2015 and 2014:

Description	Fair Value Measurement	Fair Value Measurements Using			Loss (Gain)
		Level 1	Level 2	Level 3	
<i>(in thousands)</i>					
<b>2015</b>					
Investment in nonconsolidated affiliates	\$ —	\$ —	\$ —	\$ —	\$ (9,124)
<b>2014</b>					
Definite-lived intangible assets, net	\$ 627	\$ —	\$ —	\$ 627	\$ 11,107
Indefinite-lived intangible assets	\$ —	\$ —	\$ —	\$ —	\$ 5,963
Goodwill	\$ 142,719	\$ —	\$ —	\$ 142,719	\$ 134,961
Investments in nonconsolidated affiliates	\$ —	\$ —	\$ —	\$ —	\$ (16,356)

During 2015 and 2014, the Company recorded net gains related to investments in nonconsolidated affiliates of \$9.1 million and \$16.4 million, respectively, as a component of other expense, net. The 2015 gain was related to the acquisitions of a controlling interest in a festival promoter and an artist management business, and the remaining interest in a ticketing business, which were previously accounted for under the equity method. The 2014 net gain was related to changes in the governing agreements of two artist management businesses resulting in those businesses being consolidated by the Company on a prospective basis. Prior to consolidation in both years, the Company remeasured these investments to fair value using a discounted cash flow methodology. The key inputs in these fair value measurements include future cash flow projections, including revenue and profit margins, discount rates and attrition rates. The key inputs used for these non-recurring fair value measurements are considered Level 3 inputs.

During 2014 and 2013, the Company recorded impairment charges related to definite-lived intangible assets of \$11.1 million and \$10.6 million, respectively, as a component of depreciation and amortization. The 2014 impairment charges were primarily related to intangible assets for client/vendor relationships in the Artist Nation segment and technology in the Ticketing segment. The 2013 impairment charges were primarily related to intangible assets for venue management and leaseholds in the Concerts segment and client/vendor relationships in the Concerts and Artist Nation segments. In all these cases 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 or that the technology would no longer be used. These impairments were then 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 and profit margins, attrition rates as applicable, 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.

During 2014, goodwill impairments were recorded for the International Concerts reporting unit in the Concerts segment and the Artist Services (non-management) reporting unit in the Artist Nation segment in the amounts of \$117.0 million and \$17.9 million, respectively, in conjunction with the Company's annual impairment tests. The Company calculated these impairments using a combination of a discounted cash flows methodology, which uses both Level 2 and Level 3 inputs, and a market multiple methodology, which uses primarily Level 2 inputs. These key inputs include discount rates, market multiples, control premiums, revenue growth, estimates of future financial performance and attrition rates. See Note 1—The Company and Summary of Significant Accounting Policies and Note 2—Long-Lived Assets for further discussion of the Company's methodology and these impairments.

During 2014, the Company recorded an impairment charge related to indefinite-lived intangible assets of \$6.0 million as a component of depreciation and amortization. The Company made a decision to rebrand certain of its markets that were not using the Ticketmaster trade name. In connection with the rebranding, it was determined that an indefinite-lived intangible asset for a certain market was fully impaired since the transition to the Ticketmaster trade name was substantially completed for that market during the third quarter. The fair value of this asset was calculated using a relief from royalty method. The relief from royalty method applied a royalty rate to the projected earnings attributable to the indefinite-lived intangible asset. The projected earnings for this non-recurring fair value measurement are considered Level 3 inputs.

During 2013, the Company recorded impairment charges related to investments in nonconsolidated affiliates of \$9.2 million as a component of equity in earnings of nonconsolidated affiliates. The impairment charges primarily related to investments in a concert promoter located in Europe and an ecommerce business. Based on financial information received regarding the sale or liquidation of the nonconsolidated affiliates, the Company believed its investment balances were fully

impaired. The financial information received from the nonconsolidated affiliates used for these non-recurring fair value measurements are considered Level 3 inputs.

**NOTE 6—COMMITMENTS AND CONTINGENT LIABILITIES**

The Company leases office space, certain equipment and many of its concert venues. Some of the lease agreements contain renewal options and annual rental escalation clauses (generally tied to the consumer price index), as well as provisions for the payment of utilities and maintenance by the Company. The Company also has non-cancelable contracts related to minimum performance payments with various artists, other event-related costs and nonrecoupable ticketing contract advances. In addition, the Company has commitments relating to additions to property, plant, and equipment under certain construction commitments for facilities and venues.

As of December 31, 2015, the Company’s future minimum rental commitments under non-cancelable operating lease agreements, minimum payments under non-cancelable contracts and capital expenditure commitments consist of the following:

	<b>Non-cancelable Operating Leases</b>	<b>Non-cancelable Contracts</b>	<b>Capital Expenditures</b>
	<i>(in thousands)</i>		
2016	\$ 148,547	\$ 860,672	\$ 8,144
2017	144,071	207,597	3,835
2018	132,363	63,117	189
2019	124,052	88,573	73
2020	110,637	3,588	308
Thereafter	1,436,542	6,121	8,480
<b>Total</b>	<b>\$ 2,096,212</b>	<b>\$ 1,229,668</b>	<b>\$ 21,029</b>

Commitment amounts for non-cancelable operating leases and non-cancelable contracts which stipulate an increase in the commitment amount based on an inflationary index have been estimated using an inflation factor of 2.1% for North America, 3.2% for the United Kingdom and 1.8% for the Netherlands.

Aggregate minimum rentals of \$69.5 million to be received in years 2016 through 2023 under non-cancelable subleases are excluded from the commitment amounts in the above table.

Total rent expense charged to operations for 2015, 2014 and 2013 was \$159.5 million, \$155.7 million and \$162.6 million, respectively. In addition to the minimum rental commitments included in the table above, the Company has leases that contain contingent payment requirements for which payments vary depending on revenue, tickets sold or other variables. Contingent rent expense charged to operations for 2015, 2014 and 2013 was \$43.7 million, \$28.9 million and \$46.5 million, respectively. The above table above does not include contingent rent or rent expense for events in third-party venues.

In connection with asset and business disposals, the Company generally provides indemnifications to the buyers including claims resulting from employment matters, commercial claims and governmental actions that may be taken against the assets or businesses sold. Settlement of these claims is subject to various statutory limitations that are dependent upon the nature of the claim.

Certain agreements relating to acquisitions provide for deferred purchase consideration payments at future dates. A liability is established at the time of the acquisition for these fixed payments. For obligations payable at a date greater than twelve months from the acquisition date, the Company applies a discount rate to calculate the present value of the obligations. As of December 31, 2015, the Company has accrued \$12.4 million in other current liabilities and \$26.8 million in other long-term liabilities and, as of December 31, 2014, the Company had accrued \$0.1 million in other current liabilities and \$15.5 million in other long-term liabilities, related to these deferred purchase consideration payments.

The Company has contingent obligations related to acquisitions which are accounted for as business combinations. Contingent consideration associated with business combinations is recorded at fair value at the time of the acquisition and reflected at current fair value for each subsequent reporting period thereafter until settled. The Company records these fair value changes in its statements of operations as acquisition transaction expenses. The contingent consideration is generally subject to payout following the achievement of future performance targets and a portion is expected to be payable in the next twelve months. As of December 31, 2015, the Company has accrued \$2.3 million in other current liabilities and \$17.6 million in other long-term liabilities and, as of December 31, 2014, the Company had accrued \$0.1 million in other current liabilities and \$8.8 million in other long-term liabilities, representing the fair value of these estimated payments. The last contingency period for which the Company has an outstanding contingent payment is for the period ending December 2020. See Note 5—Fair Value Measurements for further discussion related to the valuation of these contingent payments.

During 2006, in connection with the Company's acquisition of Historic Theatre Group, the Company guaranteed obligations related to a lease agreement. In the event of default, the Company could be liable for obligations through the end of 2035 which have future lease payments (undiscounted) of approximately \$18.4 million as of December 31, 2015. The scheduled future minimum rentals for this lease for the years 2016 through 2020 are \$1.6 million each year. The venues under the lease agreement were included in the sale of the Company's North American theatrical business in 2008. The buyer has assumed the Company's obligations under the guaranty, however the Company remains contingently liable to the lessor. The Company believes that the likelihood of a material liability being triggered under this lease is remote, and no liability has been accrued for these contingent lease obligations as of December 31, 2015.

As of December 31, 2015 and 2014, the Company guaranteed the debt of third parties of approximately \$13.4 million and \$13.1 million, respectively, primarily related to maximum credit limits on employee and tour-related credit cards and obligations under a venue management agreement.

## **Litigation**

### ***Ticketing Fees Consumer Class Action Litigation***

In October 2003, a putative representative action was filed in the Superior Court of California challenging Ticketmaster's charges to online customers for shipping fees and alleging that its failure to disclose on its website that the charges contain a profit component is unlawful. The complaint asserted a claim for violation of California's Unfair Competition Law ("UCL") and sought restitution or disgorgement of the difference between (i) the total shipping fees charged by Ticketmaster in connection with online ticket sales during the applicable period, and (ii) the amount that Ticketmaster actually paid to the shipper for delivery of those tickets. In August 2005, the plaintiffs filed a first amended complaint, then pleading the case as a putative class action and adding the claim that Ticketmaster's website disclosures in respect of its ticket order processing fees constitute false advertising in violation of California's False Advertising Law. On this new claim, the amended complaint seeks restitution or disgorgement of the entire amount of order processing fees charged by Ticketmaster during the applicable period. In April 2009, the Court granted the plaintiffs' motion for leave to file a second amended complaint adding new claims that (a) Ticketmaster's order processing fees are unconscionable under the UCL, and (b) Ticketmaster's alleged business practices further violate the California Consumer Legal Remedies Act. Plaintiffs later filed a third amended complaint, to which Ticketmaster filed a demurrer in July 2009. The Court overruled Ticketmaster's demurrer in October 2009.

The plaintiffs filed a class certification motion in August 2009, which Ticketmaster opposed. In February 2010, the Court granted certification of a class on the first and second causes of action, which allege that Ticketmaster misrepresents/omits the fact of a profit component in Ticketmaster's shipping and order processing fees. The class would consist of California consumers who purchased tickets through Ticketmaster's website from 1999 to present. The Court denied certification of a class on the third and fourth causes of action, which allege that Ticketmaster's shipping and order processing fees are unconscionably high. In March 2010, Ticketmaster filed a Petition for Writ of Mandate with the California Court of Appeal, and plaintiffs also filed a Motion for Reconsideration of the Superior Court's class certification order. In April 2010, the Superior Court denied plaintiffs' Motion for Reconsideration of the Court's class certification order, and the Court of Appeal denied Ticketmaster's Petition for Writ of Mandate. In June 2010, the Court of Appeal granted the plaintiffs' Petition for Writ of Mandate and ordered the Superior Court to vacate its February 2010 order denying plaintiffs' motion to certify a national class and enter a new order granting plaintiffs' motion to certify a nationwide class on the first and second claims. In September 2010, Ticketmaster filed its Motion for Summary Judgment on all causes of action in the Superior Court, and that same month plaintiffs filed their Motion for Summary Adjudication of various affirmative defenses asserted by Ticketmaster. In November 2010, Ticketmaster filed its Motion to Decertify Class.

In December 2010, the parties entered into a binding agreement providing for the settlement of the litigation and the resolution of all claims therein. In September 2011, the Court declined to approve the settlement in its then-current form. Litigation continued, and later that same month, the Court granted in part and denied in part Ticketmaster's Motion for Summary Judgment. The parties reached a new settlement in September 2011, which was preliminarily approved, but in September 2012 the Court declined to grant final approval. In June 2013, the parties reached a revised settlement, which was preliminarily approved by the Court in April 2014. In February 2015, the Court granted the parties' motion for final approval of the settlement. Several objectors to the settlement appealed the Court's final approval ruling. Those appeals have been consolidated and will be briefed in 2016. Ticketmaster and its parent, Live Nation, have not acknowledged any violations of law or liability in connection with the matter.

As of December 31, 2015, the Company has accrued \$34.9 million, its best estimate of the probable costs associated with the settlement referred to above. The calculation of this liability is based in part upon an estimated redemption rate. Any difference between the Company's estimated redemption rate and the actual redemption rate it experiences will impact the final settlement amount; however, the Company does not expect this difference to be material.

**Other Litigation**

From time to time, the Company is involved in other legal proceedings arising in the ordinary course of its business, including proceedings and claims based upon violations of antitrust laws and intellectual property rights, and tortious interference, which could cause the Company to incur significant expenses. The Company has also been the subject of personal injury and wrongful death claims relating to accidents at its venues in connection with its operations. As required, the Company has accrued its estimate of the probable settlement or other losses for the resolution of any outstanding claims. These estimates have been developed in consultation with counsel and are based upon an analysis of potential results, including, in some cases, estimated redemption rates for the settlement offered, assuming a combination of litigation and settlement strategies. It is possible, however, that future results of operations for any particular period could be materially affected by changes in the Company's assumptions or the effectiveness of its strategies related to these proceedings.

**NOTE 7—CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS****Transactions Involving Related Parties**

The following table sets forth revenue earned and expenses incurred from the transactions noted below:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Related-party revenue	\$ 109,369	\$ 3,178	\$ 6,050
Related-party expenses	\$ 7,701	\$ 413	\$ 5,006

**Liberty Media**

Two current members of our board of directors were originally nominated by Liberty Media pursuant to a stockholder agreement. These directors receive directors' fees and stock-based awards on the same basis as other non-employee members of the Company's board of directors.

The Company provides ticketing services to a sports franchise owned by Liberty Media and pays royalty fees and non-recoupable ticketing contract advances to the sports franchise. The Company also receives transaction fees from the sports franchise for tickets the sports franchise sells using the Company's ticketing software. From time to time, the Company purchases advertising from a satellite radio company that is a subsidiary of Liberty Media.

**Legends**

The Company's Chief Executive Officer became a member of the board of directors of Legends Hospitality Holding Company, LLC ("Legends") in February 2015. Legends provides concession services to certain of the Company's owned or operated amphitheatres. The Company receives fees based on concession sales at each of the amphitheatres.

**Clear Channel**

The Company has a non-employee director who was also a director and executive officer of Clear Channel until July 2013. This director receives directors' fees and stock-based awards on the same basis as other non-employee members of the Company's board of directors. From time to time, the Company purchases advertising from Clear Channel and its subsidiaries. The Company also has various lease and licensing agreements with Clear Channel for office space. These transactions are included in the table above through July 2013.

**Madison Square Garden**

The Company had a non-employee director until February 2013 who is also a director and executive officer of The Madison Square Garden Company ("MSG") and Cablevision Systems Corporation. This director received directors' fees and stock-based awards on the same basis as other non-employee members of the Company's board of directors. From time to time, the Company promotes events at venues owned and/or operated by MSG and pays rental fees and co-promote fees to MSG and its subsidiaries. In addition, the Company provides ticketing services for venues and sports franchises owned or operated by MSG and pays royalty fees and non-recoupable ticketing contract advances to MSG and its subsidiaries. The Company also receives transaction fees from MSG and its subsidiaries for tickets MSG sells using the Company's ticketing software. Finally, the Company purchases advertising from Cablevision Systems Corporation and its subsidiaries from time to time. All of these transactions are included in the table above through February 2013.

**Senior Management**

The Company conducts certain transactions in the ordinary course of business with companies that are owned, in part or in total, by certain members of senior management of the Company. These transactions primarily relate to ticketing, security, and other services.

**Transactions Involving Equity Method Investees**

The Company conducts business with certain of its equity method investees in the ordinary course of business. Transactions relate to venue rentals, management fees and sponsorship revenue. Revenue of \$2.8 million, \$3.0 million and \$2.6 million were earned in 2015, 2014 and 2013, respectively, and expenses of \$5.5 million, \$5.2 million and \$7.5 million were incurred in 2015, 2014 and 2013, respectively, from these equity investees for services rendered or provided in relation to these business ventures.

**NOTE 8—INCOME TAXES**

Significant components of the provision for income tax expense are as follows:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
<b>Current:</b>			
Federal	\$ 543	\$ 17	\$ 1,238
Foreign	23,811	12,727	41,664
State	7,379	9,550	3,864
Total current	31,733	22,294	46,766
<b>Deferred:</b>			
Federal	(355)	(10,827)	(852)
Foreign	(8,278)	(4,249)	(14,606)
State	(978)	(2,588)	(430)
Total deferred	(9,611)	(17,664)	(15,888)
Income tax expense	\$ 22,122	\$ 4,630	\$ 30,878

The domestic loss before income taxes was \$21.4 million, \$16.2 million and \$103.9 million for 2015, 2014 and 2013, respectively. Foreign income (loss) before income taxes was \$27.8 million, \$(83.6) million and \$98.8 million for 2015, 2014 and 2013, respectively.

[Table of Contents](#)

Significant components of the Company's deferred tax liabilities and assets are as follows:

	<b>December 31,</b>	
	<b>2015</b>	<b>2014</b>
	<i>(in thousands)</i>	
<b>Deferred tax liabilities:</b>		
Intangible assets	\$ 209,316	\$ 232,521
Prepaid expenses	6,429	2,518
Long-term debt	5,644	8,521
Other	20,759	—
<b>Total deferred tax liabilities</b>	<b>242,148</b>	<b>243,560</b>
<b>Deferred tax assets:</b>		
Accrued expenses	41,113	59,081
Net operating loss carryforwards	578,805	526,811
Foreign tax credit carryforwards	56,282	55,806
Equity compensation	26,432	9,868
Other	1,949	2,065
<b>Total gross deferred tax assets</b>	<b>704,581</b>	<b>653,631</b>
Valuation allowance	658,104	593,305
<b>Total deferred tax assets</b>	<b>46,477</b>	<b>60,326</b>
<b>Net deferred tax liabilities</b>	<b>\$ (195,671)</b>	<b>\$ (183,234)</b>

The valuation allowance was recorded due to the Company's uncertainty of the ability to generate sufficient taxable income necessary to realize certain deferred tax assets in future years. If, at a later date, it is determined that due to a change in circumstances, the Company will utilize all or a portion of those deferred tax assets, the Company will reverse the corresponding valuation allowance with the offset to income tax benefit.

During 2015 and 2014, the Company recorded net deferred tax liabilities of \$29.2 million and \$23.2 million, respectively, due principally to differences in financial reporting and tax bases in assets acquired in business combinations.

As of December 31, 2015, the Company has United States federal, state and foreign deferred tax assets related to net operating loss carryforwards of \$239.2 million, \$76.9 million and \$262.7 million, respectively. Based on current statutory carryforward periods, these losses will expire on various dates between the years 2025 and 2034. The Company's federal net operating loss is subject to statutory limitations on the amount that can be used in any given year.

The reconciliation of income tax computed at the United States federal statutory rates to income tax expense (benefit) is:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Income tax expense (benefit) at United States statutory rates	\$ 2,223	\$ (34,937)	\$ (1,798)
State income taxes, net of federal tax benefits	3,959	7,548	2,604
Differences between foreign and United States statutory rates	(5,356)	(10,735)	(21,182)
Non-United States income inclusions and exclusions	1,206	(284)	15,352
United States income inclusions and exclusions	2,095	(1,396)	4,881
Nondeductible items	4,736	55,469	7,359
Tax contingencies	2,063	950	697
Tax expense from acquired goodwill	4,483	1,299	913
Tax return to accrual	(551)	(7,013)	4,350
Change in valuation allowance	7,116	(7,467)	14,999
Other, net	148	1,196	2,703
	<u>\$ 22,122</u>	<u>\$ 4,630</u>	<u>\$ 30,878</u>

During 2015, 2014 and 2013, the Company recorded income tax expense of \$22.1 million, \$4.6 million and \$30.9 million, respectively, on income before tax of \$6.4 million in 2015, and losses before tax of \$99.8 million and \$5.1 million in 2014 and 2013, respectively. Income tax expense is principally attributable to the Company's earnings in foreign tax jurisdictions along with state income taxes. The Company does not record current tax benefits associated with losses from operations within tax jurisdictions where the losses cannot be carried back and/or for which future taxable income cannot be reasonably assured.

Amounts included in differences between foreign and United States statutory rates are impacted by changes in the mix of international earnings subject to various tax rates which can differ greatly in their proximity to the United States statutory rate. In 2015, there was an increase in taxable foreign earnings in jurisdictions whose statutory rates are closer to the United States statutory rate which reduced the amount of this difference as compared to prior years. The differences between statutory rates is also impacted by the Company's Luxembourg holding company structure and tax rulings received from the Luxembourg tax authorities which include the application of a reduced Luxembourg effective rate to the net income before tax resulting from the Company's financing activities in Luxembourg.

The non-United States income inclusions and exclusions for 2013 are impacted primarily by taxes on a gain associated with a foreign restructuring that occurred within that year. There were no similar items in 2015 and 2014.

Nondeductible items in 2014 are primarily the Company's goodwill impairment in its International Concerts reporting unit, which was not deductible for income tax purposes. There were no impairments of goodwill in 2015 or 2013.

In 2014, the Company had higher tax return to accrual impacts from its international operations as compared to 2015 and 2013, primarily related to deductions that were able to be carried back to prior returns and therefore created a tax benefit.

The increase in the change in valuation allowance in 2015 was attributable to an increase in net operating losses in certain international jurisdictions that are fully valued for tax purposes thereby requiring an increase in the valuation allowance. Partially offsetting this expense is a tax benefit from the release of valuation allowances related to deferred tax liabilities associated with 2015 acquisitions in the United States. In 2014, the change in valuation allowance decreased because the tax benefit from the release of valuation allowances associated with acquisitions in the United States was greater than the expense resulting from taxable net operating losses in jurisdictions that are fully valued. In 2013, there were no releases of valuation allowances associated with acquisitions.

The Company regularly assesses the likelihood of additional assessments in each taxing jurisdiction resulting from current and subsequent years' examinations. Liabilities for income taxes are established for future income tax assessments when it is probable there will be future assessments and the amount thereof can be reasonably estimated. Once established, liabilities for uncertain tax positions are adjusted only when there is more information available or when an event occurs necessitating a change to the liabilities. The Company believes that the resolution of income tax matters for open years will not have a material effect on its consolidated financial statements although the resolution of income tax matters could impact the Company's effective tax rate for a particular future period.

[Table of Contents](#)

The tax years 2005 through 2015 remain open to examination by the major tax jurisdictions to which the Company is subject.

At December 31, 2015 and 2014, the Company had \$14.0 million and \$12.6 million, respectively, of unrecognized tax benefits. All of these unrecognized tax benefits would favorably impact the effective tax rate if recognized at some point in the future. The following table summarizes the activity related to the Company's unrecognized tax benefits:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Balance at January 1	\$ 12,619	\$ 12,860	\$ 15,974
<b>Additions:</b>			
Increase for current year positions	1,606	306	396
Increase for prior year positions	274	1,089	800
Decrease for prior year positions	—	—	(75)
Interest and penalties for prior years	525	511	148
<b>Reductions:</b>			
Expiration of applicable statute of limitations	—	(236)	(572)
Settlements for prior year positions	(852)	(1,225)	(3,212)
Foreign exchange	(150)	(686)	(599)
Balance at December 31	<u>\$ 14,022</u>	<u>\$ 12,619</u>	<u>\$ 12,860</u>

**NOTE 9—EQUITY*****Dividends***

The Company presently intends to retain future earnings, if any, to finance the expansion of its business. Therefore, it does not expect to pay any cash dividends in the foreseeable future. Moreover, the terms of the Company's senior secured credit facility limit the amount of funds that the Company will have available to declare and distribute as dividends on its common stock. Payment of future cash dividends, if any, will be at the discretion of the Company's board of directors in accordance with applicable laws after taking into account various factors, including the financial condition, operating results, current and anticipated cash needs, plans for expansion and contractual restrictions with respect to the payment of dividends.

***Common Stock***

Issued shares of common stock reported on the balance sheets include 0.9 million and 1.2 million, at December 31, 2015 and 2014, respectively, of unvested restricted stock awards that have not been included in the common shares issued reported on the statements of changes in equity. These shares will be reflected in the statements of changes in equity at the time of vesting.

During 2015, 2014 and 2013, the Company issued 1.6 million, 2.7 million and 10.1 million shares, respectively, of common stock in connection with stock option exercises and vesting of restricted stock awards.

The above shares issued in 2013 include 0.5 million shares of common stock that were issued in connection with the exercise of warrants to purchase the Company's common stock. The transactions were cashless net exercises resulting in the Company repurchasing 0.4 million of the shares issued which have been recorded in treasury stock at a value of \$6.9 million.

***Common Stock Reserved for Future Issuance***

Common stock of approximately 30.6 million shares as of December 31, 2015 is reserved for future issuances under the stock incentive plan (including 16.3 million options and 0.9 million restricted stock awards currently granted).

***Noncontrolling Interests***

Common securities held by the noncontrolling interests that do not include put arrangements exercisable outside of the control of the Company are recorded in equity, separate from the Company's stockholders' equity.

The purchase or sale of additional ownership in an already controlled subsidiary is recorded as an equity transaction with no gain or loss recognized in net income (loss) or comprehensive income (loss) as long as the subsidiary remains a controlled

[Table of Contents](#)

subsidiary. In 2015, a subsidiary of the Company exchanged their equity interest in a ticketing business for a noncontrolling interest in the Company's subsidiary that acquired the remaining equity interest of that ticketing business. In addition, the Company acquired the remaining equity interest in an artist management business in the United Kingdom. In 2014, in connection with the acquisition of an artist management business, the Company exchanged a noncontrolling interest in certain of its existing artist management businesses. In addition, the Company acquired the remaining equity interests in a festival promoter based in Ireland along with other smaller companies. In 2013, the Company acquired the remaining equity interests in a company that owns the 3Arena in Ireland along with other smaller companies. The following schedule reflects the change in ownership interests for these transactions:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Net income (loss) attributable to common stockholders of Live Nation	\$ (32,508)	\$ (90,807)	\$ (43,378)
Transfers of noncontrolling interest:			
Changes in Live Nation's additional paid-in capital for purchases of noncontrolling interests, net of transaction costs	(6,555)	(3,796)	(17,732)
Changes in Live Nation's additional paid-in capital for sales of noncontrolling interests, net of transaction costs	11,899	(11,748)	—
Net transfers of noncontrolling interest	<u>5,344</u>	<u>(15,544)</u>	<u>(17,732)</u>
Change from net income (loss) attributable to common stockholders of Live Nation and net transfers of noncontrolling interests	<u>\$ (27,164)</u>	<u>\$ (106,351)</u>	<u>\$ (61,110)</u>

### ***Redeemable Noncontrolling Interests***

The Company is subject to put arrangements where the holders of the noncontrolling interests can require the Company to repurchase their shares at specified dates in the future or within specified periods in the future. Certain of these puts can be exercised earlier upon the occurrence of triggering events as specified in the agreements. The redemption amounts for these puts are either at a fixed amount, at fair value at the time of exercise or a variable amount based on a formula linked to earnings. In accordance with the FASB guidance for business combinations, the redeemable noncontrolling interests are recorded at their fair value at acquisition date. For puts not at fair value, when these put arrangements are not currently redeemable, the Company accretes up to the estimated redemption value over the period from the date of issuance to the earliest redemption date of the individual puts, with the offset recorded to additional paid-in capital. Decreases in accretion are only recognized to the extent that increases had been previously recognized. The estimated redemption values that are based on a formula linked to future earnings are computed using projected cash flows each reporting period which take into account the current expectations regarding profitability and the timing of revenue-generating events. The balances are reflected in the Company's balance sheets as redeemable noncontrolling interests outside of permanent equity. The increase during the current year is primarily due to the acquisitions of controlling interests in festival and concert promoter businesses located in the United States.

The Company's estimate of redemption amounts for puts that are redeemable at fixed or determinable prices on fixed or determinable dates for the years ended December 31, 2016, 2017, 2018, 2019 and 2020 are \$11.6 million, \$19.9 million, \$152.6 million, \$61.7 million and \$75.5 million, respectively.

### Accumulated Other Comprehensive Income (Loss)

The following table presents changes in the components of AOCI, net of taxes, for the years ended December 31, 2015, 2014 and 2013:

	Gains and Losses on Cash Flow Hedges	Defined Benefit Pension Items	Foreign Currency Items	Total
	<i>(in thousands)</i>			
<b>Balance at December 31, 2012</b>	\$ (595)	\$ (611)	\$ (9,717)	\$ (10,923)
Other comprehensive income before reclassifications	20	—	8,037	8,057
Amount reclassified from AOCI	496	—	—	496
Net other comprehensive income	516	—	8,037	8,553
<b>Balance at December 31, 2013</b>	(79)	(611)	(1,680)	(2,370)
Other comprehensive income (loss) before reclassifications	(6)	30	(67,724)	(67,700)
Amount reclassified from AOCI	60	—	—	60
Net other comprehensive income (loss)	54	30	(67,724)	(67,640)
<b>Balance at December 31, 2014</b>	(25)	(581)	(69,404)	(70,010)
Other comprehensive income (loss) before reclassifications	—	223	(41,895)	(41,672)
Amount reclassified from AOCI	25	—	—	25
Net other comprehensive income (loss)	25	223	(41,895)	(41,647)
<b>Balance at December 31, 2015</b>	\$ —	\$ (358)	\$ (111,299)	\$ (111,657)

The realized loss on cash flow hedges reclassified from AOCI consists of one interest rate swap agreement that expired on June 30, 2015.

### Earnings per Share

Basic net income (loss) per common share is computed by dividing the net income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted net income per common share adjusts basic net income per common share for the effects of stock options, restricted stock and other potentially dilutive financial instruments only in the periods in which such effect is dilutive. The Company's convertible senior notes are considered in the calculation of diluted net income per common share, if dilutive.

The calculation of diluted net income per common share includes the effects of the assumed exercise of any outstanding stock options, the assumed vesting of shares of restricted stock awards and the assumed conversion of the convertible senior notes where dilutive. For the years ended December 31, 2015, 2014 and 2013 there were no reconciling items to the weighted average common shares outstanding in the calculation of diluted net income per common share. The following table shows securities excluded from the calculation of diluted net income per common share because such securities were anti-dilutive:

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Options to purchase shares of common stock	16,309	16,999	16,628
Restricted stock awards—unvested	861	1,171	2,210
Conversion shares related to convertible senior notes	7,930	7,930	8,105
Number of anti-dilutive potentially issuable shares excluded from diluted common shares outstanding	25,100	26,100	26,943

### NOTE 10—STOCK-BASED COMPENSATION

In December 2005, the Company adopted its 2005 Stock Incentive Plan, which has been amended and/or restated on several occasions. In connection with the Company's merger with Ticketmaster, the Company adopted the Amended and Restated Ticketmaster 2008 Stock & Annual Incentive Plan. The plans authorize the Company to grant stock option awards,

[Table of Contents](#)

director shares, stock appreciation rights, restricted stock and deferred stock awards, other equity-based awards and performance awards. The Company has granted restricted stock awards and options to purchase its common stock to employees, directors and consultants of the Company and its affiliates under the stock incentive plans at no less than the fair market value of the underlying stock on the date of grant. The stock incentive plans contain anti-dilutive provisions that require the adjustment of the number of shares of the Company's common stock represented by, and the exercise price of, each option for any stock splits or stock dividends.

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

	Year Ended December 31,		
	2015	2014	2013
	<i>(in thousands)</i>		
Selling, general and administrative expenses	\$ 16,380	\$ 21,204	\$ 12,361
Corporate expenses	16,981	17,825	16,054
Total	\$ 33,361	\$ 39,029	\$ 28,415

The increase in stock-based compensation expense for the year ended December 31, 2014 as compared to the prior year is due primarily to 2.3 million options and 0.8 million shares of restricted stock granted to management and directors during 2014, which generally vest over one to four years. In addition, the Company granted other equity awards to employees during 2014, with a grant in the first quarter vesting over four years and a grant in the second quarter vesting at issuance. During 2014, the Company recorded stock-based compensation expense for these other awards of \$7.9 million as a component of selling, general and administrative expenses.

As of December 31, 2015, there was \$45.5 million of total unrecognized compensation cost related to stock-based compensation arrangements for stock options and restricted stock awards. This cost is expected to be recognized over a weighted-average period of 2.0 years.

**Stock Options**

Stock options are granted for a term not exceeding ten years and the nonvested options are generally forfeited in the event the employee or director terminates his or her employment or relationship with the Company or one of its affiliates. Any options that have vested at the time of termination are forfeited to the extent they are not exercised within the applicable post-employment exercise period provided in their option agreements. These options vest over two to five years.

The following assumptions were used to calculate the fair value of the Company's options on the date of grant:

	Year Ended December 31,		
	2015	2014	2013
Risk-free interest rate	1.47% - 1.75%	1.67% - 2.0%	1.06% - 1.89%
Dividend yield	0.0%	0.0%	0.0%
Volatility factors	34.2% - 43.4%	42.4% - 47.0%	48.2% - 48.4%
Weighted average expected life (in years)	5.94	6.06	5.87

The following table presents a summary of the Company's stock options outstanding at, and stock option activity ("Price" reflects the weighted average exercise price per share):

	Year Ended December 31,					
	2015		2014		2013	
	Options	Price	Options	Price	Options	Price
<i>(in thousands, except per share data)</i>						
Outstanding January 1	16,999	\$ 13.78	16,628	\$ 12.68	24,722	\$ 11.68
Granted	1,667	25.32	2,345	21.03	1,269	13.30
Exercised	(1,098)	14.50	(1,769)	12.32	(8,718)	9.76
Forfeited or expired	(1,259)	31.58	(205)	19.58	(645)	14.93
Outstanding December 31	16,309	\$ 13.54	16,999	\$ 13.78	16,628	\$ 12.68
Exercisable December 31	11,177	\$ 11.54	10,669	\$ 13.68	9,443	\$ 14.94
Weighted average fair value per option granted		\$ 9.93		\$ 9.82		\$ 6.18

The total intrinsic value of stock options exercised during the years ended December 31, 2015, 2014 and 2013 was \$14.1 million, \$20.2 million and \$31.6 million, respectively. Cash received from stock option exercises for the years ended December 31, 2015, 2014 and 2013 was \$16.3 million, \$21.8 million and \$85.1 million, respectively. Through December 31, 2015, no excess tax benefits from the exercise of stock options have been recognized.

There were 13.5 million shares available for future grants under the stock incentive plan at December 31, 2015. Upon share option exercise or vesting of restricted stock, the Company issues new shares or treasury shares to fulfill these grants. Vesting dates on the stock options range from January 2016 to October 2019, and expiration dates range from December 2016 to October 2025 at exercise prices and average contractual lives as follows:

Range of Exercise Prices	Outstanding as of 12/31/15 <i>(in thousands)</i>	Weighted Average Remaining Contractual Life <i>(in years)</i>	Weighted Average Exercise Price	Exercisable as of 12/31/15 <i>(in thousands)</i>	Weighted Average Remaining Contractual Life <i>(in years)</i>	Weighted Average Exercise Price
\$2.75 - \$4.99	2,269	3.2	\$ 2.86	2,269	3.2	\$ 2.86
\$5.00 - \$9.99	4,933	6.7	\$ 8.81	3,060	6.7	\$ 8.82
\$10.00 - \$14.99	3,222	5.1	\$ 11.42	3,222	5.1	\$ 11.42
\$15.00 - \$19.99	675	3.8	\$ 18.52	569	3.1	\$ 18.52
\$20.00 - \$24.99	3,623	5.5	\$ 22.45	2,057	3.6	\$ 23.42
\$25.00 - \$29.99	1,587	9.1	\$ 25.35	—	—	\$ —

The total intrinsic value of options outstanding and options exercisable as of December 31, 2015 was \$400.7 million and \$274.6 million, respectively.

#### **Restricted Stock**

The Company has granted restricted stock awards to its employees and directors under its stock incentive plans. These common shares carry a legend which restricts their transferability for a term of one to five years and are forfeited in the event the recipient's employment or relationship with the Company is terminated prior to the lapse of the restriction. In addition, certain restricted stock awards require the Company or the recipient to achieve minimum performance targets or market conditions in order for these awards to vest.

In 2015, the Company granted 0.3 million shares of restricted stock and 0.2 million shares of performance-based awards, respectively, under the Company's stock incentive plans. These awards will generally vest over one or four years with the exception of the performance-based awards which will generally vest within two years if the performance criteria are met.

In 2014, the Company granted 0.4 million shares of restricted stock and 0.3 million shares of market-based or performance-based awards under the Company's stock incentive plans. These awards will all generally vest over one or four years with the exception of the market-based awards which will vest within two years if the performance criteria are met. As of December 31, 2015, the performance or market-based criteria for these awards have been met unless otherwise forfeited.

In 2013, the Company granted 0.1 million shares of restricted stock and 0.4 million shares of market-based or performance-based awards. These awards all vest over four years with the exception of the market-based awards which vest over four years if a specified stock price is achieved over a specified number of consecutive days during the four years and the performance-based awards which vest within two years if the performance criteria are met. As of December 31, 2015, the performance or market-based criteria for these awards have been met unless otherwise forfeited.

[Table of Contents](#)

The following table presents a summary of the Company's unvested restricted stock awards outstanding at December 31, 2015, 2014 and 2013 ("Price" reflects the weighted average share price at the date of grant):

	Restricted Stock	
	Awards	Price
	<i>(in thousands, except per share data)</i>	
Unvested at December 31, 2012	3,202	\$ 10.32
Granted	548	12.17
Forfeited	(141)	9.19
Vested	(1,399)	10.54
Unvested at December 31, 2013	2,210	\$ 10.68
Granted	752	21.64
Forfeited	(237)	12.64
Vested	(1,554)	11.50
Unvested at December 31, 2014	1,171	\$ 16.18
Granted	456	26.11
Forfeited	(6)	10.02
Vested	(760)	14.74
Unvested at December 31, 2015	861	\$ 22.67

The total grant date fair market value of the shares issued upon the vesting of restricted stock awards during the years ended December 31, 2015, 2014 and 2013 was \$11.2 million, \$17.9 million and \$18.8 million, respectively. As of December 31, 2015, there were 0.2 million restricted stock awards outstanding which require the Company or the recipient to achieve minimum performance targets in order for the awards to vest.

**NOTE 11—OTHER INFORMATION**

	<b>December 31,</b>	
	<b>2015</b>	<b>2014</b>
	<i>(in thousands)</i>	
The following details the components of “Other current assets”:		
Cash held in escrow	\$ 1,736	\$ 1,869
Inventory	14,388	12,824
Other	20,240	11,396
<b>Total other current assets</b>	<b>\$ 36,364</b>	<b>\$ 26,089</b>
The following details the components of “Other long-term assets”:		
Long-term advances	\$ 192,311	\$ 246,461
Investments in nonconsolidated affiliates	81,811	127,222
Other	111,127	100,420
<b>Total other long-term assets</b>	<b>\$ 385,249</b>	<b>\$ 474,103</b>
The following details the components of “Accrued expenses”:		
Accrued compensation and benefits	\$ 157,013	\$ 139,825
Accrued event expenses	170,613	164,474
Accrued insurance	56,279	54,183
Accrued legal	47,740	46,186
Collections on behalf of others	32,140	51,180
Other	222,879	220,032
<b>Total accrued expenses</b>	<b>\$ 686,664</b>	<b>\$ 675,880</b>
The following details the components of “Other current liabilities”:		
Contingent and deferred purchase consideration	\$ 16,413	\$ 1,703
Other	15,589	10,332
<b>Total other current liabilities</b>	<b>\$ 32,002</b>	<b>\$ 12,035</b>
The following details the components of “Other long-term liabilities”:		
Accrued rent	\$ 57,041	\$ 56,027
Deferred revenue	6,128	4,768
Contingent and deferred purchase consideration	44,395	24,248
Other	34,703	27,161
<b>Total other long-term liabilities</b>	<b>\$ 142,267</b>	<b>\$ 112,204</b>

**NOTE 12—SEGMENT DATA**

The Company’s reportable segments are Concerts, Ticketing, Artist Nation and Sponsorship & Advertising. The Concerts segment involves the promotion of live music events globally in the Company’s owned or operated venues and in rented third-party venues, the production of music festivals, the operation and management of music venues and the creation of associated content. The Ticketing segment involves the management of the Company’s global ticketing operations, including providing ticketing software and services to clients, ticket resale services and online access for customers relating to ticket and event information, and is responsible for the Company’s primary websites, *www.livenation.com* and *www.ticketmaster.com*. The Artist Nation segment provides management services to artists and other services including merchandise sales. The 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 including signage, promotional programs, rich media offerings, including advertising associated with live streaming and music-related original content, and ads across the Company’s distribution network of venues, events and websites.

Revenue and expenses earned and charged between segments are eliminated in consolidation. Corporate expenses and all line items below operating income (loss) are managed on a total company basis. The Company’s capital expenditures below include accruals and expenditures funded by outside parties such as landlords or replacements funded by insurance companies.

The Company manages its working capital on a consolidated basis. Accordingly, segment assets are not reported to, or used by, the Company’s management to allocate resources to or assess performance of the segments, and therefore, total segment assets have not been presented.

There were no customers that individually accounted for more than 10% of the Company’s consolidated revenue in any year.

The following table presents the results of operations for the Company’s reportable segments for the years ending December 31, 2015, 2014 and 2013:

	<u>Concerts</u>	<u>Ticketing</u>	<u>Artist Nation</u>	<u>Sponsorship &amp; Advertising</u>	<u>Other</u>	<u>Corporate</u>	<u>Eliminations</u>	<u>Consolidated</u>
	<i>(in thousands)</i>							
<b>2015</b>								
Revenue	\$ 4,964,991	\$ 1,639,564	\$ 434,201	\$ 333,726	\$ 3,176	\$ —	\$ (129,927)	\$ 7,245,731
Direct operating expenses	4,220,963	808,697	245,781	47,760	1,068	—	(127,796)	5,196,473
Selling, general and administrative expenses	690,381	487,495	160,176	57,681	2,175	—	—	1,397,908
Depreciation and amortization	146,795	184,129	54,980	9,932	46	3,490	(2,131)	397,241
Loss on disposal of operating assets	430	26	215	—	—	174	—	845
Corporate expenses	—	—	—	—	—	107,794	—	107,794
Acquisition transaction expenses	11,727	988	1,232	—	—	151	—	14,098
Operating income (loss)	\$ (105,305)	\$ 158,229	\$ (28,183)	\$ 218,353	\$ (113)	\$ (111,609)	\$ —	\$ 131,372
Intersegment revenue	\$ 113,391	\$ 1,150	\$ 15,386	\$ —	\$ —	\$ —	\$ (129,927)	\$ —
Capital expenditures	\$ 40,053	\$ 93,323	\$ 1,924	\$ 4,836	\$ —	\$ 5,011	\$ —	\$ 145,147
<b>2014</b>								
Revenue	\$ 4,726,877	\$ 1,557,254	\$ 389,437	\$ 300,279	\$ 3,171	\$ —	\$ (110,054)	\$ 6,866,964

[Table of Contents](#)

	Concerts	Ticketing	Artist Nation	Sponsorship & Advertising	Other	Corporate	Eliminations	Consolidated
	<i>(in thousands)</i>							
Direct operating expenses	4,016,540	763,280	212,302	37,973	(2,174)	—	(107,952)	4,919,969
Selling, general and administrative expenses	666,475	471,982	138,066	50,292	3,345	—	—	1,330,160
Depreciation and amortization	115,088	204,901	43,343	4,281	40	2,592	(2,102)	368,143
Goodwill impairment	117,013	—	17,948	—	—	—	—	134,961
Loss (gain) on disposal of operating assets	(2,954)	(1,583)	34	—	(29)	38	—	(4,494)
Corporate expenses	—	—	—	—	—	101,000	—	101,000
Acquisition transaction expenses	5,171	1,381	566	—	38	2,905	—	10,061
Operating income (loss)	\$ (190,456)	\$ 117,293	\$ (22,822)	\$ 207,733	\$ 1,951	\$ (106,535)	\$ —	\$ 7,164
Intersegment revenue	\$ 97,642	\$ 1,150	\$ 11,262	\$ —	\$ —	\$ —	\$ (110,054)	\$ —
Capital expenditures	\$ 35,006	\$ 89,990	\$ 1,892	\$ 1,834	\$ 6	\$ 9,490	\$ —	\$ 138,218
<b>2013</b>								
Revenue	\$ 4,517,191	\$ 1,407,817	\$ 352,947	\$ 284,692	\$ 3,164	\$ —	\$ (87,264)	\$ 6,478,547
Direct operating expenses	3,829,991	672,221	218,113	45,021	380	—	(85,219)	4,680,507
Selling, general and administrative expenses	632,614	442,788	103,304	45,618	2,568	—	—	1,226,892
Depreciation and amortization	132,386	190,801	42,613	2,351	206	2,611	(2,045)	368,923
Loss (gain) on disposal of operating assets	(38,927)	(4)	665	—	7	—	—	(38,259)
Corporate expenses	—	—	—	—	—	94,385	—	94,385
Acquisition transaction expenses	723	245	3	64	—	5,404	—	6,439
Operating income (loss)	\$ (39,596)	\$ 101,766	\$ (11,751)	\$ 191,638	\$ 3	\$ (102,400)	\$ —	\$ 139,660
Intersegment revenue	\$ 77,050	\$ 2,295	\$ 7,919	\$ —	\$ —	\$ —	\$ (87,264)	\$ —
Capital expenditures	\$ 45,925	\$ 90,132	\$ 2,255	\$ 1,424	\$ —	\$ 1,303	\$ —	\$ 141,039

[Table of Contents](#)

The following table provides revenue and long-lived assets for the Company's foreign operations included in the consolidated financial statements:

	United Kingdom Operations	Other Foreign Operations	Total Foreign Operations	Total Domestic Operations	Consolidated Total
<i>(in thousands)</i>					
<b>2015</b>					
Revenue	\$ 672,802	\$ 1,534,629	\$ 2,207,431	\$ 5,038,300	\$ 7,245,731
Long-lived assets	\$ 74,517	\$ 126,194	\$ 200,711	\$ 530,571	\$ 731,282
<b>2014</b>					
Revenue	\$ 772,445	\$ 1,591,643	\$ 2,364,088	\$ 4,502,876	\$ 6,866,964
Long-lived assets	\$ 71,269	\$ 105,937	\$ 177,206	\$ 518,131	\$ 695,337
<b>2013</b>					
Revenue	\$ 716,982	\$ 1,773,088	\$ 2,490,070	\$ 3,988,477	\$ 6,478,547
Long-lived assets	\$ 76,607	\$ 116,859	\$ 193,466	\$ 513,334	\$ 706,800

**NOTE 13—QUARTERLY RESULTS OF OPERATIONS (Unaudited)**

	March 31,		June 30,		September 30,		December 31,	
	2015	2014	2015	2014	2015	2014	2015	2014
	<i>(in thousands)</i>							
Revenue	\$ 1,120,312	\$ 1,127,316	\$ 1,765,777	\$ 1,665,785	\$ 2,622,917	\$ 2,502,008	\$ 1,736,725	\$ 1,571,855
Operating income (loss)	\$ (23,935)	\$ (12,308)	\$ 42,245	\$ 55,686	\$ 153,510	\$ 150,604	\$ (40,448)	\$ (186,818)
Net income (loss)	\$ (66,526)	\$ (30,097)	\$ 20,212	\$ 25,822	\$ 104,382	\$ 115,827	\$ (73,837)	\$ (216,002)
Net income (loss) attributable to common stockholders of Live Nation	\$ (58,279)	\$ (32,448)	\$ 15,056	\$ 22,934	\$ 89,049	\$ 105,163	\$ (78,334)	\$ (186,456)
Basic net income (loss) per common share available to common stockholders of Live Nation	\$ (0.31)	\$ (0.17)	\$ 0.06	\$ 0.11	\$ 0.39	\$ 0.52	\$ (0.47)	\$ (0.94)
Diluted net income (loss) per common share available to common stockholders of Live Nation	\$ (0.31)	\$ (0.17)	\$ 0.06	\$ 0.11	\$ 0.38	\$ 0.49	\$ (0.47)	\$ (0.94)

The following summarizes unusual or infrequent items effecting the quarterly results of operations:

**2015**

The Company recorded remeasurement gains of \$10.0 million in the second quarter of 2015 as a component of other expense, net in connection with the consolidation of a festival promotion business and a ticketing company that were previously accounted for as equity investments. See Note 5—Fair Value Measurements for further discussion.

The Company recorded net foreign exchange rate losses of \$20.8 million, \$10.6 million and \$4.1 million in the first, third and fourth quarters of 2015, respectively, as a component of other expense, net.

**2014**

The Company recorded an impairment charge related to indefinite-lived intangible assets of \$6.0 million in the third quarter of 2014 as a component of depreciation and amortization. See Note 2—Long-Lived Assets and Note 5—Fair Value Measurements for further discussion.

The Company recorded impairment charges related to definite-lived intangible assets of \$9.3 million in the fourth quarter of 2014 as a component of depreciation and amortization primarily related to intangible assets for client/vendor relationships in the Artist Nation segment and technology in the Ticketing segment. See Note 2—Long-Lived Assets and Note 5—Fair Value Measurements for further discussion.

The Company recorded goodwill impairments of \$135.0 million in the fourth quarter of 2014 in connection with its annual impairment tests. See Note 2—Long-Lived Assets and Note 5—Fair Value Measurements for further discussion.

The Company received the final insurance recovery in the second quarter of 2014, related to an amphitheater in New York that sustained damage during Hurricane Sandy in 2012 and recorded a gain of \$3.6 million, as a component of gain on disposal of operating assets. See Note 2—Long-Lived Assets for further discussion.

The Company recorded a gain of \$17.1 million in the fourth quarter of 2014 as a component of other expense, net in connection with the consolidation of an artist management business that had been previously accounted for as an equity investment, due to a change in the governing agreements.

The Company recorded net foreign exchange rate losses of \$12.3 million and \$14.3 million in the third and fourth quarters of 2014, respectively, as a component of other expense, net.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. 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 December 31, 2015, 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.

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.

**Management's Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended. Our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the 2013 framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2015.

Ernst & Young LLP, an independent registered public accounting firm, has issued an attestation report on our internal control over financial reporting. The attestation report is included herein.

**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.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of Live Nation Entertainment, Inc.

We have audited Live Nation Entertainment, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Live Nation Entertainment Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Live Nation Entertainment, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Live Nation Entertainment, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive loss, changes in equity, and cash flows for each of the three years in the period ended December 31, 2015 and our report dated February 25, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Los Angeles, California  
February 25, 2016

**ITEM 9B. OTHER INFORMATION**

On February 23, 2016, the compensation committee of the board of directors of the Company amended and restated the form stock option agreement and the form restricted stock award agreement (the “Form Award Agreements”) under the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan (the “Ticketmaster Plan”). The amendments to the Form Award Agreements provide that awards made under the Ticketmaster Plan will be treated the same as awards under the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015, upon the occurrence of certain events, specifically, that awards under the Ticketmaster Plan will accelerate and vest upon a change of control of the Company, will accelerate and vest and remain exercisable for one year upon the death of the plan participant, and will continue to vest and be exercisable for a period of five years upon the disability or retirement of the plan participant. The foregoing summary is qualified in its entirety by the complete text of the Form Award Agreements, which are attached as Exhibits 10.14 and 10.15 to this Annual Report on Form 10-K and incorporated herein by reference.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Other than the information set forth under Item 1. Business—Executive Officers, the information required by this Item is incorporated by reference to our Definitive Proxy Statement, expected to be filed within 120 days of our fiscal year end.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated by reference to our Definitive Proxy Statement, expected to be filed within 120 days of our fiscal year end.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated by reference to our Definitive Proxy Statement, expected to be filed within 120 days of our fiscal year end.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated by reference to our Definitive Proxy Statement, expected to be filed within 120 days of our fiscal year end.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item is incorporated by reference to our Definitive Proxy Statement, expected to be filed within 120 days of our fiscal year end.

**PART IV**

**ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**

(a)1. Financial Statements.

The following consolidated financial statements are included in Item 8:

<a href="#">Consolidated Balance Sheets as of December 31, 2015 and 2014</a>	<a href="#">54</a>
<a href="#">Consolidated Statements of Operations for the Years Ended December 31, 2015, 2014 and 2013</a>	<a href="#">55</a>
<a href="#">Consolidated Statements of Comprehensive Loss for the Years Ended December 31, 2015, 2014 and 2013</a>	<a href="#">56</a>
<a href="#">Consolidated Statements of Changes in Equity for the Years Ended December 31, 2015, 2014 and 2013</a>	<a href="#">57</a>
<a href="#">Consolidated Statements of Cash Flows for the Years Ended December 31, 2015, 2014 and 2013</a>	<a href="#">58</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">59</a>

(a)2. Financial Statement Schedule.

The following financial statement schedule for the years ended December 31, 2015, 2014 and 2013 is filed as part of this report and should be read in conjunction with the consolidated financial statements.

**Schedule II Valuation and Qualifying Accounts**

All other schedules for which provision is made in the applicable accounting regulation of the SEC are not required under the related instructions or are inapplicable, and therefore have been omitted.

(a)3. Exhibits.

The information in the Exhibit Index of the Annual Report on Form 10-K is incorporated into this Item 15(a)3 by reference.

(c) Separate financial statements of subsidiaries not consolidated and fifty percent or less owned persons.

Under Rule 3-09 of Regulation S-X, we are required to file separate audited financial statements of Venta de Boletos por Computadora S.A. de C.V., for the years ended December 31, 2015 and 2014. We expect to file those financial statements by amendment to our Annual Report on Form 10-K/A on or before June 30, 2016.

**LIVE NATION ENTERTAINMENT, INC.**  
**SCHEDULE II**  
**VALUATION AND QUALIFYING ACCOUNTS**  
**Allowance for Doubtful Accounts**

<b>Description</b>	<b>Balance at Beginning of Period</b>	<b>Charges of Costs, Expenses and Other</b>	<b>Write-off of Accounts Receivable</b>	<b>Other</b>	<b>Balance at End of Period</b>
			<i>(in thousands)</i>		
Year ended December 31, 2013	\$ 19,794	\$ 5,875	\$ (6,423)	\$ 604 <sup>(1)</sup>	\$ 19,850
Year ended December 31, 2014	\$ 19,850	\$ 3,684	\$ (4,763)	\$ (1,282) <sup>(1)</sup>	\$ 17,489
Year ended December 31, 2015	\$ 17,489	\$ 19,525	\$ (18,703)	\$ (1,143) <sup>(1)</sup>	\$ 17,168

<sup>(1)</sup> Foreign currency adjustments and acquisitions.

**LIVE NATION ENTERTAINMENT, INC.**  
**SCHEDULE II**  
**VALUATION AND QUALIFYING ACCOUNTS**  
**Deferred Tax Asset Valuation Allowance**

<b>Description</b>	<b>Balance at Beginning of Period</b>	<b>Charges of Costs, Expenses and Other</b>	<b>Deletions</b>	<b>Other <sup>(1)</sup></b>	<b>Balance at End of Period</b>
	<i>(in thousands)</i>				
Year ended December 31, 2013	\$ 536,471	\$ 15,912	\$ (6,088)	\$ 34,299	\$ 580,594
Year ended December 31, 2014	\$ 580,594	\$ (6,168)	\$ —	\$ 18,879	\$ 593,305
Year ended December 31, 2015	\$ 593,305	\$ 7,116	\$ —	\$ 57,683	\$ 658,104

<sup>(1)</sup>During 2015, 2014, and 2013, the valuation allowance was adjusted for acquisitions, divestitures and foreign currency adjustments.

**EXHIBIT INDEX**

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	Filed By	
3.1	Amended and Restated Certificate of Incorporation of Live Nation Entertainment, Inc., as amended.	10-K	001-32601	3.1	2/25/2010	Live Nation	
3.2	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Live Nation Entertainment, Inc.	8-K	001-32601	3.1	6/7/2013	Live Nation	
3.3	Fifth Amended and Restated Bylaws of Live Nation Entertainment, Inc.	8-K	001-32601	3.2	6/7/2013	Live Nation	
4.1	Amended and Restated Rights Agreement, dated as of December 18, 2015, between Live Nation Entertainment, Inc. and Computershare Inc.	8-K	001-32601	4.1	12/24/2015	Live Nation	
4.2	Form of Certificate of Designations of Series A Junior Participating Preferred Stock.	8-K	001-32601	4.2	12/23/2005	Live Nation	
4.3	Form of Right Certificate.	8-K	001-32601	4.1 (Annex B)	12/23/2005	Live Nation	
10.1	Lockup and Registration Rights Agreement, dated May 26, 2006, among Live Nation, Inc., SAMCO Investments Ltd., Concert Productions International Inc., CPI Entertainment Rights, Inc. and the other parties set forth therein.	8-K	001-32601	4.1	6/2/2006	Live Nation	
10.2	Stockholder Agreement, dated February 10, 2009, among Live Nation, Inc., Liberty Media Corporation, Liberty USA Holdings, LLC and Ticketmaster Entertainment, Inc.	8-K	001-32601	10.2	2/13/2009	Live Nation	
10.3	Note, dated January 24, 2010, among Ticketmaster Entertainment, Inc., Azoff Family Trust of 1997 and Irving Azoff.	10-K	001-32601	10.17	2/25/2010	Live Nation	
10.4	Registration Rights Agreement, dated January 25, 2010, among Live Nation, Inc., Liberty Media Corporation and Liberty Media Holdings USA, LLC.	8-K	001-32601	10.1	1/29/2010	Live Nation	
10.5	Tax Matters Agreement, dated December 21, 2005, among CCE Spinco, Inc., CCE Holdco #2, Inc. and Clear Channel Communications, Inc.	8-K	001-32601	10.2	12/23/2005	Live Nation	
10.6	Tax Sharing Agreement, dated August 20, 2008, among IAC/InterActiveCorp, HSN, Inc., Interval Leisure Group, Inc., Ticketmaster and Tree.com, Inc.	8-K	001-34064	10.2	8/25/2008	Ticketmaster	
10.7	Form of Indemnification Agreement.	10-K	001-32601	10.23	2/25/2010	Live Nation	
10.8 §	Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015.	8-K	001-32601	10.2	6/11/2015	Live Nation	

[Table of Contents](#)

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	Filed By	
10.9 §	Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan.	S-8	333-164507	10.1	1/26/2010	Live Nation	
10.10 §	Amendment No. 1 to the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan.	10-Q	001-32601	10.1	11/4/2010	Live Nation	
10.11 §	Live Nation Entertainment, Inc. 2006 Annual Incentive Plan, as amended and restated as of March 19, 2015.	8-K	001-32601	10.1	6/11/2015	Live Nation	
10.12 §	Form Stock Option Agreement for the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015.						X
10.13 §	Form Restricted Stock Agreement for the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015.						X
10.14 §	Form Stock Option Agreement for the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan.						X
10.15 §	Form Restricted Stock Agreement for the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan.						X
10.16 §	Amended and Restated Live Nation, Inc. Stock Bonus Plan.	8-K	001-32601	10.1	1/25/2010	Live Nation	
10.17 §	Employment Agreement, dated October 21, 2009, among Live Nation, Inc., Live Nation Worldwide, Inc. and Michael Rapino.	8-K	001-32601	10.1	10/22/2009	Live Nation	
10.18 §	First Amendment to Employment Agreement, dated December 27, 2012 by and between Live Nation Entertainment, Inc. and Michael Rapino.	10-K	001-32601	10.29	2/26/2013	Live Nation	
10.19 §	Employment Agreement, effective January 1, 2014, between Live Nation Entertainment, Inc. and Michael Rowles.	10-K	001-32601	10.17	2/24/2014	Live Nation	
10.20 §	Employment Agreement, effective January 1, 2014, between Live Nation Entertainment, Inc. and Kathy Willard.	10-K	001-32601	10.19	2/24/2014	Live Nation	
10.21 §	Employment Agreement, effective December 17, 2007, between Live Nation Worldwide, Inc. and Brian Capo.	10-Q	001-32601	10.4	8/7/2008	Live Nation	
10.22 §	First Amendment to Employment Agreement, effective December 31, 2008, between Live Nation Worldwide, Inc. and Brian Capo.	10-K	001-32601	10.30	3/5/2009	Live Nation	
10.23 §	Second Amendment to Employment Agreement, effective December 17, 2007, between Live Nation Worldwide, Inc. and Brian Capo.	10-K	001-32601	10.55	2/25/2010	Live Nation	

[Table of Contents](#)

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	Filed By	
10.24 §	Employment Agreement, effective January 1, 2014, between Live Nation Entertainment, Inc. and Joe Berchtold.	10-K	001-32601	10.24	2/24/2014	Live Nation	
10.25	Credit Agreement entered into as of May 6, 2010, among Live Nation Entertainment, Inc., the Foreign Borrowers party thereto, the Guarantors identified therein, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent and J.P. Morgan Europe Limited, as London Agent.	10-Q	001-32601	10.4	8/5/2010	Live Nation	
10.26	Amendment No. 1, to the Credit Agreement, dated as of June 29, 2012, entered into by and among Live Nation Entertainment, Inc., the relevant Credit Parties identified therein, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders.	10-Q	001-32601	10.2	8/7/2012	Live Nation	
10.27	Amendment No. 2 to the Credit Agreement, dated as of August 16, 2013, entered into by and among Live Nation Entertainment, Inc., the Guarantors identified therein, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Lenders, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian agent and J.P. Morgan Europe Limited, as London agent.	10-Q	001-32601	10.2	5/6/2014	Live Nation	
10.28	Incremental Term Loan Joinder Agreement No. 1, dated August 20, 2012, by and among Live Nation Entertainment, Inc., JPMorganChase Bank, N.A., as administrative agent, each Incremental Term Loan Lender defined therein and the relevant Credit Parties identified therein.	10-Q	001-32601	10.2	11/5/2012	Live Nation	
10.29	Indenture, dated August 20, 2012, by and among Live Nation Entertainment, Inc., the Guarantors defined therein, and the Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.1	11/5/2012	Live Nation	
10.30	First Supplemental Indenture, entered into as of October 4, 2012, among Live Nation Entertainment, Inc., the Guarantors listed in Appendix I attached thereto, Live Nation UshTours (USA), LLC, and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.3	11/5/2012	Live Nation	
10.31	Second Supplemental Indenture, entered into as of August 13, 2013, among Live Nation Entertainment, Inc., the Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	8-K	001-32601	10.1	8/16/2013	Live Nation	

[Table of Contents](#)

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	Filed By	
10.32	Third Supplemental Indenture, dated as of February 6, 2014 among Live Nation Entertainment, Inc., BigChampagne, LLC, the Existing Guarantors Party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.1	5/6/2014	Live Nation	
10.33	Fourth Supplemental Indenture, dated as of May 27, 2014, among Live Nation Entertainment, Inc., Reigndeer Entertainment Corp., the Existing Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.3	7/31/2014	Live Nation	
10.34	Fifth Supplemental Indenture, dated as of August 27, 2014, among Live Nation Entertainment, Inc., Ticketstoday, LLC, the Existing Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.2	10/30/2014	Live Nation	
10.35	Sixth Supplemental Indenture, dated as of October 31, 2014, among Live Nation Entertainment, Inc., EXMO Inc., Artist Nation Management, Inc., Guyo Entertainment, Inc., the Existing Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-K	001-32601	10.3	2/26/2014	Live Nation	
10.36	Seventh Supplemental Indenture, dated as of March 27, 2015 among Live Nation Entertainment, Inc., Country Nation, LLC, the existing Guarantors Party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.2	4/30/2015	Live Nation	
10.37	Eight Supplemental Indenture, dated as of August 13, 2015, among Live Nation Entertainment, Inc., the guarantors listed in Appendix I thereto, FG Acquisition Co, LLC, Front Gate Holdings, LLC, and Front Gate Ticketing Solutions, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.2	10/29/2015	Live Nation	
10.38	Indenture, dated as of May 23, 2014, among Live Nation Entertainment, Inc., the Guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.1	7/31/2014	Live Nation	
10.39	First Supplemental Indenture, dated as of August 27, 2014, among Live Nation Entertainment, Inc., Ticketstoday, LLC, the Existing Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.1	10/30/2014	Live Nation	

[Table of Contents](#)

Exhibit No.	Exhibit Description	Incorporated by Reference					Filed Herewith
		Form	File No.	Exhibit No.	Filing Date	Filed By	
10.40	Second Supplemental Indenture, dated as of October 31, 2014, among Live Nation Entertainment, Inc., EXMO, Inc., Artist Nation Management, Inc., Guyo Entertainment, Inc., the Existing Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-K	001-32601	10.33	2/26/2014	Live Nation	
10.41	Third Supplemental Indenture, dated as of March 27, 2015 among Live Nation Entertainment, Inc., Country Nation, LLC, the Existing Guarantors Party thereto and The Bank of New York Mellon Trust Company N.A., as trustee.	10-Q	001-32601	10.1	4/30/2015	Live Nation	
10.42	Fourth Supplemental Indenture, dated as of August 13, 2015, the guarantors listed in Appendix I thereto, FG Acquisition Co, LLC, Front Gate Holdings, LLC and Front Gate Ticketing Solutions, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee.	10-Q	001-32601	10.2	10/29/2015	Live Nation	
10.43	Indenture, dated as of May 23, 2014, between Live Nation Entertainment, Inc., and HSBC Bank USA, National Association, as trustee.	10-Q	001-32601	10.2	7/31/2014	Live Nation	
12.1	Computation of Ratio of Earnings to Fixed Charges.						X
14.1	Code of Business Conduct and Ethics.						X
21.1	Subsidiaries of the Company.						X
23.1	Consent of Ernst & Young LLP.						X
24.1	Power of Attorney (see signature page).						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.						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
§	Management contract or compensatory plan or arrangement.						

[Table of Contents](#)

The Company has not filed long-term debt instruments of its subsidiaries where the total amount under such instruments is less than ten percent of the total assets of the Company and its subsidiaries on a consolidated basis. However, the Company will furnish a copy of such instruments to the Commission upon request.



**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints, jointly and severally, Michael Rapino and Kathy Willard, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
<u>/s/ Michael Rapino</u> Michael Rapino	President and Chief Executive Officer and Director	February 25, 2016
<u>/s/ Kathy Willard</u> Kathy Willard	Chief Financial Officer	February 25, 2016
<u>/s/ Brian Capo</u> Brian Capo	Chief Accounting Officer	February 25, 2016
<u>/s/ Mark Carleton</u> Mark Carleton	Director	February 25, 2016
<u>/s/ Jonathan Dolgen</u> Jonathan Dolgen	Director	February 25, 2016
<u>/s/ Ariel Emanuel</u> Ariel Emanuel	Director	February 25, 2016
<u>/s/ Robert Ted Enloe, III</u> Robert Ted Enloe, III	Director	February 25, 2016
<u>/s/ Jeffrey T. Hinson</u> Jeffrey T. Hinson	Director	February 25, 2016
<u>/s/ Jimmy Iovine</u> Jimmy Iovine	Director	February 25, 2016
<u>/s/ Margaret L. Johnson</u> Margaret L. Johnson	Director	February 25, 2016
<u>/s/ James S. Kahan</u> James S. Kahan	Director	February 25, 2016
<u>/s/ Gregory B. Maffei</u> Gregory B. Maffei	Director	February 25, 2016
<u>/s/ Randall T. Mays</u> Randall T. Mays	Director	February 25, 2016
<u>/s/ Mark S. Shapiro</u> Mark S. Shapiro	Director	February 25, 2016



**LIVE NATION ENTERTAINMENT, INC.  
2005 STOCK INCENTIVE PLAN,  
AS AMENDED AND RESTATED AS OF MARCH 19, 2015**

**STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (the "Agreement"), made as of the \_\_\_ day of \_\_\_\_, 20\_\_ (the "Grant Date") by and between Live Nation Entertainment, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Optionee"), evidences the grant by the Company of an option to purchase shares of the Company's common stock, \$.01 par value (the "Common Stock"), to the Optionee on such date and the Optionee's acceptance of this option in accordance with the provisions of the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015 (the "Plan"). The Company and the Optionee agree as follows:

1. Grant of Option. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Optionee an option (the "Option") to purchase \_\_\_\_\_ shares of Common Stock (the "Option Shares") from the Company at the price per share of \$ \_\_\_\_\_ (the "Option Price").
2. Limitations on Exercise of Option. Except as otherwise provided in this Agreement, this Option will vest and become exercisable at such times and on such dates (each, a "Vesting Date") as are prescribed by the terms of the grant; provided, that, the Optionee is still employed or performing services for the Company on each such Vesting Date.
3. Term of Option. Unless sooner terminated in accordance herewith or in the Plan, this Option shall expire on the date set forth in the grant notification provided to the Optionee.
4. Method of Exercise.
  - (a) The Optionee may exercise this Option, from time to time, to the extent then exercisable, by contacting the Company's outside Plan administrator (the "Administrator") and following the procedures established by the Administrator. The Option Price of this Option may be paid in cash or by certified or bank check or in any other manner the Compensation Committee of the Company's Board of Directors (the "Committee"), in its discretion, may permit, including, without limitation, (i) the delivery of previously-owned shares, (ii) by a combination of a cash payment and delivery of previously-owned shares, or (iii) pursuant to a cashless exercise program established and made available through a registered broker-dealer in accordance with applicable law.

(b) At the time of exercise, the Optionee shall pay to the Administrator (or at the option of the Company, to the Company) such amount as the Company deems necessary to satisfy its obligation to withhold federal, state or local income or other taxes incurred by reason of the exercise of this Option. The Optionee may elect to pay to the Administrator (or at the option of the Company, to the Company) an amount equal to the amount of the taxes which the Company shall be required to withhold by delivering to the Administrator (or at the option of the Company, to the Company), cash, a check or, at the sole discretion of the Company, shares of Common Stock having a fair market value equal to the amount of the withholding tax obligation as determined by the Company.

5. Issuance of Shares. Except as otherwise provided in the Plan, as promptly as practical after receipt of notification of exercise and full payment of the Option Price and any required income tax withholding, the Company shall issue or transfer to the Optionee the number of Option Shares with respect to which this Option has been so exercised, and shall deliver to the Optionee or have deposited in the Optionee's brokerage account with the Administrator a certificate or certificates therefor, registered in the Optionee's name.

6. Termination of Employment.

(a) If the Optionee's termination of employment or service is due to death, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom the Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such termination of employment or service (but in no event beyond the term of the Option), and shall thereafter terminate.

(b) If the Optionee's termination of employment or service is due to Disability (as defined herein), the Optionee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company for the lesser of (i) five years or (ii) the remaining term of this Option and this Option will continue to vest and remain exercisable during such period (the "Disability Vesting Period"). Upon expiration of the Disability Vesting Period, this Option shall automatically terminate; provided, that, if the Optionee should die during such period, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom the Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such death (but in no event beyond the term of the Option), and shall thereafter terminate. For purposes of this section, "Disability" shall mean (i) if the Optionee's employment with the Company is subject to the terms of an employment or other service agreement between such Optionee and the Company, which agreement includes a definition of "Disability", the term "Disability" shall have the meaning set forth in such agreement during the period that such agreement remains in effect; and (ii) in all other cases, the term "Disability" shall mean a physical or mental infirmity which impairs the Optionee's ability to perform substantially his or her duties for a period of one hundred eighty (180) consecutive days.

(c) If the Optionee's termination of employment or service is due to Retirement (as defined herein), the Optionee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company for the lesser of (i) five years or (ii) the remaining term of this Option and this Option will continue to vest and remain exercisable during such period (the "Retirement Vesting Period"). Upon expiration of the Retirement Vesting Period, this Option shall automatically terminate; provided, that, if the Optionee should die during such period, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom such Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such death (but in no event beyond the term of the Option), and shall thereafter terminate. For purposes of this section, "Retirement" shall mean the Optionee's resignation from the Company on or after the date on which the sum of his/her (i) full years of age (measured as of his/her last birthday preceding the date of termination of employment or service) and (ii) full years of service with the Company measured from his/her date of hire (or re-hire, if later), is equal at least seventy (70); provided, that, the Optionee must have attained at least the age of sixty (60) and completed at least five (5) full years of service with the Company prior to the date of his/her resignation. Any disputes relating to whether the Optionee is eligible for Retirement under this Agreement, including, without limitation, his years' of service, shall be settled by the Committee in its sole discretion.

(d) If the termination of the Optionee's employment or service is for Cause (as defined herein), this Option shall terminate upon such termination of employment or service, regardless of whether this Option was then exercisable. For purposes of this section, "Cause" shall mean the Optionee's (i) intentional failure to perform reasonably assigned duties, (ii) dishonesty or willful misconduct in the performance of duties, (iii) involvement in a transaction in connection with the performance of duties to the Company which transaction is adverse to the interests of the Company and which is engaged in for personal profit or (iv) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses).

(e) If the termination of the Optionee's of employment or service is for any other reason, the unvested portion of this Option, any, shall terminate on the date of termination and the vested portion of this Option shall be exercisable for a period of three-months following such termination of employment or service (but in no event beyond the term of the Option), and shall thereafter terminate. The Optionee's status as an employee shall not be considered terminated in the case of a leave of absence agreed to in writing by the Company (including, but not limited to, military and sick leave); provided, that, such leave is for a period of not more than three-months or re-employment upon expiration of such leave is guaranteed by contract or statute.

(f) Notwithstanding any other provision of this Agreement or the Plan to the contrary, including, without limitation, Sections 7(b) and 7(c) of this Agreement:

(i) If it is determined by the Committee that prior to the date that this Option is fully vested (whether or not during the Disability Vesting Period or the Retirement

Vesting Period), the Optionee engaged (or is engaging in) any activity that is harmful to the business or reputation of the Company (or any parent or subsidiary), including, without limitation, any “Competitive Activity” (as defined below) or conduct prejudicial to or in conflict with the Company (or any parent or subsidiary) or any material breach of a contractual obligation to the Company (or any parent or subsidiary) (collectively, “Prohibited Acts”), then, upon such determination by the Committee, this Option shall be cancelled and cease to be exercisable (whether or not then vested).

(ii) If it is determined by the Committee that the Optionee engaged (or is engaging in) any Prohibited Act where such Prohibited Act occurred or is occurring within the one (1) year period immediately following the exercise of any Option granted under this Agreement, the Optionee agrees that he/she will repay to the Company any gain realized on the exercise of such Option (such gain to be valued as of the relevant exercise date(s)). Such repayment obligation will be effective as of the date specified by the Committee. Any repayment obligation must be satisfied in cash or, if permitted in the sole discretion of the Committee, in shares of Common Stock having a fair market value equal the gain realized upon exercise of the Option. The Company is specifically authorized to off-set and deduct from any other payments, if any, including, without limitation, wages, salary or bonus, that it may own the Optionee to secure the repayment obligations herein contained.

The determination of whether the Optionee has engaged in a Prohibited Act shall be determined by the Committee in good faith and in its sole discretion. The provisions of this Section shall have no effect following a Change in Control. For purposes of this Agreement, the term “Competitive Activity” shall mean the Optionee, without the prior written permission of the Committee, any where in the world where the Company (or any parent or subsidiary) engages in business, directly or indirectly, (i) entering into the employ of or rendering any services to any person, entity or organization engaged in a business which is directly or indirectly related to the businesses of the Company or any parent or subsidiary (“Competitive Business”) or (ii) becoming associated with or interested in any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity other than ownership of passive investments not exceeding 1% of the vote or value of such Competitive Business.

(g) The term “Company” as used in this Agreement with reference to the employment or service of the Optionee shall include the Company and its subsidiaries, as appropriate.

7. Change in Control. Upon the occurrence of a Change in Control (as defined herein), this Option shall become immediately vested and exercisable in full. For the purposes hereof, the term “Change in Control” shall mean a transaction or series of transactions which constitutes an “exchange transaction” within the meaning of the Plan or such other event involving a change in ownership or control of the business or assets of the Company as the Board, acting in its discretion, may determine.

8. Rights as a Stockholder. No shares of Common Stock shall be issued in respect of the exercise of this Option until payment of the exercise price and the applicable tax withholding

obligations have been satisfied or provided for to the satisfaction of the Company, and the Optionee shall have no rights as a stockholder with respect to any shares covered by this Option until such shares are duly and validly issued by the Company to or on behalf of the Optionee.

9. Non-Transferability. This Option is not assignable or transferable except upon the Optionee's death to a beneficiary designated by the Optionee in a manner prescribed or approved for this purpose by the Committee or, if no designated beneficiary shall survive the Optionee, pursuant to the Optionee's will or by the laws of descent and distribution. During an Optionee's lifetime, this Option may be exercised only by the Optionee or the Optionee's guardian or legal representative.

10. Limitation of Rights. Nothing contained in this Agreement shall confer upon the Optionee any right with respect to the continuation of his employment or service with the Company, or interfere in any way with the right of the Company at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the compensation and/or other terms and conditions of the Optionee's employment or other service.

11. Restrictions on Transfer. The Optionee agrees, by acceptance of this Option, that, upon issuance of any shares hereunder, that, unless such shares are then registered under applicable federal and state securities laws, (i) acquisition of such shares will be for investment and not with a view to the distribution thereof, and (ii) the Company may require an investment letter from the Optionee in such form as may be recommended by Company counsel. The Company shall in no event be obliged to register any securities pursuant to the Securities Act of 1933 (as now in effect or as hereafter amended) or to take any other affirmative action in order to cause the exercise of this Option or the issuance or transfer of shares pursuant thereto to comply with any law or regulation of any governmental authority.

12. Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in care of its Secretary at the Company's executive offices, and any notice to the Optionee shall be addressed to the Optionee at the current address shown on the payroll records of the Company. Any notice shall be deemed to be duly given if and when properly addressed and posted by registered or certified mail, postage prepaid.

13. Incorporation of Plan by Reference. This Option is granted pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and this Option shall in all respects be interpreted in accordance with the Plan. The Committee shall interpret and construe the Plan and this Agreement and its interpretations and determinations shall be conclusive and binding on the parties hereto and any other person claiming an interest hereunder, with respect to any issue arising hereunder or thereunder. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control. All capitalized terms not defined herein shall have the meaning ascribed to them as set forth in the Plan.

14. Governing Law. This Agreement and the rights of all persons claiming under this Agreement shall be governed by the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

15. Tax Status of Option. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Code.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**LIVE NATION ENTERTAINMENT, INC.**

Optionee: \_\_\_\_\_ By: \_\_\_\_\_  
Name:

Title:

-7-



**LIVE NATION ENTERTAINMENT, INC.  
2005 STOCK INCENTIVE PLAN,  
AS AMENDED AND RESTATED AS OF MARCH 19, 2015**

**RESTRICTED STOCK AWARD AGREEMENT**

THIS RESTRICTED STOCK AWARD AGREEMENT (the "Agreement"), made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Grant Date") by and between Live Nation Entertainment, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Grantee"), evidences the grant by the Company of an award of restricted stock (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015 (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made under the Plan pursuant to Section 8 thereof for service rendered or to be rendered to the Company by the Grantee, subject to all of the terms and conditions of this Agreement, including, without limitation, Section 4(b) hereof.

2. Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate, \_\_\_\_\_ shares of Restricted Stock (the "Restricted Stock") which shall be subject to the restrictions and conditions set forth in the Plan and in this Agreement.

(b) Shares of Restricted Stock shall be evidenced by book-entry registration with the Company's transfer agent, subject to such stop-transfer orders and other terms deemed appropriate by the Compensation Committee of the Company's Board of Directors (the "Committee") to reflect the restrictions applicable to such Award. Notwithstanding the foregoing, if any certificate is issued in respect of shares of Restricted Stock at the sole discretion of the Committee, such certificate shall be registered in the name of Grantee and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such award, substantially in the following form:

*"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE COMMON STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) CONTAINED IN THE RESTRICTED STOCK AWARD AGREEMENT DATED AS OF \_\_\_\_\_, 20\_\_, ENTERED INTO BETWEEN THE REGISTERED OWNER AND LIVE NATION ENTERTAINMENT, INC."*

If a certificate is issued with respect to the Restricted Stock, the Committee may require that the certificate evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed and that the Grantee deliver a stock power, endorsed in blank, relating to the shares covered by such Award. At the expiration of the restrictions, the Company shall instruct the transfer agent to release the shares from the restrictions applicable to such Award, subject to the terms of the Plan and applicable law or, in the event that a certificate has been issued, redeliver to the Grantee (or his legal representative, beneficiary or heir) share certificates for the shares deposited with it without any legend except as otherwise provided by the Plan, this Agreement or applicable law. During the period that the Grantee holds the shares of Restricted Stock, the Grantee shall have the right to vote the Restricted Stock while it is subject to restriction, but, notwithstanding any provisions of the Plan to the contrary, shall have no right to receive dividends prior to the vesting of such shares, and shall have no right to payment, accrual, crediting or otherwise with regard to dividends declared or paid by the Company prior to the vesting of the applicable shares. If the Award is forfeited in whole or in part, the Grantee will assign, transfer, and deliver any evidence of the shares of Restricted Stock to the Company and cooperate with the Company to reflect such forfeiture.

(c) In addition to the forfeiture restrictions set forth herein, prior to vesting as provided in Sections 3 and 4(a) of this Agreement, the shares of Restricted Stock may not be sold, assigned, transferred, hypothecated, pledged or otherwise alienated (collectively a "Transfer") by the Grantee and any such Transfer or attempted Transfer, whether voluntary or involuntary, and if involuntary whether by process of law in any civil or criminal suit, action or proceeding, whether in the nature of an insolvency or bankruptcy proceeding or otherwise, shall be void and of no effect.

3. Vesting. Except as otherwise provided in this Agreement, the restrictions described in Section 2 of this Agreement will lapse at such times and on such dates (each, a "Vesting Date") as are prescribed by the terms of the grant; provided, that, the Grantee is still employed or performing services for the Company on each such Vesting Date. In the event of the Grantee's termination of employment or service prior to the date that all of the Restricted Stock is vested, except as otherwise provided in this Agreement, all Restricted Stock still subject to restriction shall be forfeited.

(a) If the Grantee's termination of employment or service is due to death and such death occurs prior to the date that all of the Restricted Stock is vested, all restrictions will lapse with respect to 100% of the Restricted Stock still subject to restriction on the date of death.

(b) If the Grantee's termination of employment or service is due to Disability (as defined herein) or Retirement (as defined herein) and such Disability or Retirement, as the case may be, occurs prior to the date that all of the Restricted Stock is vested, the Grantee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company until the date that all restrictions on the Restricted Stock have lapsed (the "Extension Period") and such Restricted Stock will vest in accordance with the schedule set forth herein; provided, that, if the Grantee dies during the Extension Period and the Restricted Stock has not been forfeited in accordance with Section 4(b), all restrictions will lapse with respect to

100% of the Restricted Stock still subject to restriction on the date of death. "Disability" shall mean (i) if the Grantee's employment with the Company is subject to the terms of an employment or other service agreement between such Grantee and the Company, which agreement includes a definition of "Disability", the term "Disability" shall have the meaning set forth in such agreement during the period that such agreement remains in effect; and (ii) in all other cases, the term "Disability" shall mean a physical or mental infirmity which impairs the Grantee's ability to perform substantially his or her duties for a period of one hundred eighty (180) consecutive days. "Retirement" shall mean the Grantee's resignation from the Company on or after the date on which the sum of his/her (i) full years of age (measured as of his/her last birthday preceding the date of termination of employment or service) and (ii) full years of service with the Company (or any parent or subsidiary) measured from his date of hire (or re-hire, if later), is equal at least seventy (70); provided, that, the Grantee must have attained at least the age of sixty (60) and completed at least five (5) full years of service with the Company (or any parent or subsidiary) prior to the date of his/her resignation. Any disputes relating to whether the Grantee is eligible for Retirement under this Agreement, including, without limitation, his years' of service, shall be settled by the Committee in its sole discretion.

(c) If the Grantee's termination of employment or service is for any other reason and such termination occurs prior to the date that all of the Restricted Stock is vested, the Restricted Stock still subject to restriction shall automatically be forfeited upon such cessation of employment or services.

(d) The term "Company" as used in this Agreement with reference to employment or service of the Grantee shall include the Company and its parent and subsidiaries, as appropriate.

#### 4. Special Rules.

(a) Change in Control. In the event of a Change in Control, the restrictions described in Sections 2 and 3 of this Agreement will lapse with respect to 100% of the Restricted Stock still subject to restriction. For the purposes hereof, the term "Change in Control" shall mean a transaction or series of transactions which constitutes an "exchange transaction" within the meaning of the Plan or such other event involving a change in ownership or control of the business or assets of the Company as the Board, acting in its discretion, may determine.

(b) Forfeiture.

(i) Notwithstanding the provisions of Section 3 of this Agreement and any other provision of this Agreement or the Plan to the contrary, if it is determined by the Committee that prior to the date that all of the Restricted Stock is vested (whether or not during the Extension Period), the Grantee engaged (or is engaging in) any activity that is harmful to the business or reputation of the Company (or any parent or subsidiary), including, without limitation, any "Competitive Activity" (as defined below) or conduct prejudicial to or in conflict with the Company (or any parent or subsidiary) or any material breach of a contractual obligation to the Company (or any parent or subsidiary) (collectively, "Prohibited Acts"), then,

upon such determination by the Committee, all Restricted Stock granted to the Grantee under this Agreement which is still subject to restriction shall be cancelled and forfeited.

(ii) Notwithstanding any other provision of this Agreement or the Plan to the contrary, if it is determined by the Committee that the Grantee engaged (or is engaging in) any Prohibited Act where such Prohibited Act occurred or is occurring within the one (1) year period immediately following the vesting of any Restricted Stock under this Agreement (including, without limitation, vesting that occurs by application of Section 3(b) of this Agreement), the Grantee agrees that he/she will repay to the Company any gain realized on the vesting of such Restricted Stock (such gain to be valued as of the relevant Vesting Date(s) based on the fair market value of the Restricted Stock on the relevant Vesting Date(s) over the purchase price paid, if any, of such stock). Such repayment obligation will be effective as of the date specified by the Committee. Any repayment obligation must be satisfied in cash or, if permitted in the sole discretion of the Committee, in shares of Common Stock having a fair market value equal the value of the Restricted Stock on the relevant Vesting Date(s). The Company is specifically authorized to offset and deduct from any other payments, if any, including, without limitation, wages, salary or bonus, that it may owe the Grantee to secure the repayment obligations herein contained.

(iii) The determination of whether the Grantee has engaged in a Prohibited Act shall be determined by the Committee in good faith and in its sole discretion.

(iv) The provisions of this Section 4(b) shall have no effect following a Change in Control.

(v) For purposes of this Agreement, the term "Competitive Activity" shall mean the Grantee, without the prior written permission of the Committee, any where in the world where the Company (or any parent or subsidiary) engages in business, directly or indirectly, (A) entering into the employ of or rendering any services to any person, entity or organization engaged in a business which is directly or indirectly related to the businesses of the Company or any parent or subsidiary ("Competitive Business") or (B) becoming associated with or interested in any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity other than ownership of passive investments not exceeding 1% of the vote or value of such Competitive Business.

5. Compliance with Laws and Exchange Requirements. The issuance and transfer of any shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of securities laws and with all applicable requirements of any stock exchange on which the shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding.

(a) The Grantee agrees that, subject to clause 6(b) below, no later than the date as of which the restrictions on the Restricted Stock shall lapse with respect to all or any of the Restricted Stock covered by this Agreement, the Grantee shall pay to the Company (in cash or to the extent permitted by the Committee in its sole discretion, shares of Common Stock held by the Grantee whose fair market value is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Restricted Stock for which the restrictions shall lapse. The Company or its subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes of any kind required by law to be withheld with respect to the shares of Restricted Stock. The Company may refuse to instruct the transfer agent to release the shares of Common Stock or redeliver share certificates if the Grantee fails to comply with any withholding obligation.

(b) If the Grantee properly elects, within thirty (30) days of the Grant Date, to include in gross income for federal income tax purposes an amount equal to the fair market value as of the Grant Date of the Restricted Stock granted hereunder pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, the Grantee shall pay to the Company, or make other arrangements satisfactory to the Committee to pay to the Company, any federal, state or local taxes required to be withheld with respect to such shares. If the Grantee fails to make such payments, the Company or its affiliates shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes of any kind required by law to be withheld with respect to such shares. The Company may refuse to instruct the transfer agent to release the shares or redeliver share certificates if Grantee fails to comply with any withholding obligation.

7. Limitation of Rights. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to the continuation of his employment or service with the Company, or interfere in any way with the right of the Company at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the compensation and/or other terms and conditions of the Grantee's employment or other service.

8. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) Agrees to Terms of the Plan. The Grantee has received a copy of the Plan and the Prospectus prepared pursuant to the Form S-8 Registration Statement relating to the Plan and has read and understands the terms of the Plan, this Agreement and the Prospectus, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be adverse tax consequences upon the vesting of Restricted Stock or disposition of the shares once vested, and that the Grantee should consult a tax adviser prior to such time.

(b) Cooperation. The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

9. Incorporation of Plan by Reference. The Award is granted pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and the Award shall in all respects be interpreted in accordance with the Plan. The Committee shall interpret and construe the Plan and this Agreement and its interpretations and determinations shall be conclusive and binding on the parties hereto and any other person claiming an interest hereunder, with respect to any issue arising hereunder or thereunder. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control. All capitalized terms not defined herein shall have the meaning ascribed to them as set forth in the Plan.

10. Governing Law. This Agreement and the rights of all persons claiming under this Agreement shall be governed by the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

11. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**LIVE NATION ENTERTAINMENT, INC.**

Grantee: \_\_\_\_\_ By: \_\_\_\_\_  
Name:  
Title:



**AMENDED AND RESTATED TICKETMASTER ENTERTAINMENT, INC.  
2008 STOCK AND ANNUAL INCENTIVE PLAN**

**STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (this "Agreement"), made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Grant Date") by and between Live Nation Entertainment, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Optionee"), evidences the grant by the Company of an option to purchase shares of the Company's common stock, \$.01 par value (the "Common Stock"), to the Optionee on such date and the Optionee's acceptance of this option in accordance with the provisions of the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan (the "Plan"). The Company and the Optionee agree as follows:

1. Grant of Option. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Optionee an option (the "Option") to purchase \_\_\_\_\_ shares of Common Stock (the "Option Shares") from the Company at the price per share of \$ \_\_\_\_\_ (the "Option Price").
2. Limitations on Exercise of Option. Except as otherwise provided in this Agreement, this Option will vest and become exercisable at such times and on such dates (each, a "Vesting Date") as are prescribed by the terms of the grant; provided, that, the Optionee is still employed or performing services for the Company on each such Vesting Date.
3. Term of Option. Unless sooner terminated in accordance herewith or in the Plan, this Option shall expire ten years from the date of grant or, if earlier, on the date set forth in the grant notification provided to the Optionee.
4. Method of Exercise.
  - (a) The Optionee may exercise this Option, from time to time, to the extent then exercisable, by contacting the Company's outside Plan administrator (the "Administrator") and following the procedures established by the Administrator. The Option Price of this Option may be paid in cash or by certified or bank check or in any other manner the Compensation Committee of the Company's Board of Directors (the "Committee"), in its discretion, may permit, including, without limitation, (i) the delivery of previously-owned shares, (ii) by a combination of a cash payment and delivery of previously-owned shares, or (iii) pursuant to a cashless exercise program established and made available through a registered broker-dealer in accordance with applicable law.

(b) At the time of exercise, the Optionee shall pay to the Administrator (or at the option of the Company, to the Company) such amount as the Company deems necessary to satisfy its obligation to withhold federal, state or local income or other taxes incurred by reason of the exercise of this Option. The Optionee may elect to pay to the Administrator (or at the option of the Company, to the Company) an amount equal to the amount of the taxes which the Company shall be required to withhold by delivering to the Administrator (or at the option of the Company, to the Company), cash, a check or, at the sole discretion of the Company, shares of Common Stock having a fair market value equal to the amount of the withholding tax obligation as determined by the Company.

5. Issuance of Shares. Except as otherwise provided in the Plan, as promptly as practical after receipt of notification of exercise and full payment of the Option Price and any required income tax withholding, the Company shall issue or transfer to the Optionee the number of Option Shares with respect to which this Option has been so exercised, and shall deliver to the Optionee or have deposited in the Optionee's brokerage account with the Administrator a certificate or certificates therefor, registered in the Optionee's name.

6. Termination of Employment.

(a) If the Optionee's termination of employment or service is due to death, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom the Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such termination of employment or service (but in no event beyond the term of the Option), and shall thereafter terminate.

(b) If the Optionee's termination of employment or service is due to Disability (as defined herein), the Optionee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company for the lesser of (i) five years or (ii) the remaining term of this Option and this Option will continue to vest and remain exercisable during such period (the "Disability Vesting Period"). Upon expiration of the Disability Vesting Period, this Option shall automatically terminate; provided, that, if the Optionee should die during such period, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom the Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such death (but in no event beyond the term of the Option), and shall thereafter terminate. For purposes of this section, "Disability" shall mean (i) if the Optionee's employment with the Company is subject to the terms of an employment or other service agreement between such Optionee and the Company, which agreement includes a definition of "Disability", the term "Disability" shall have the meaning set forth in such agreement during the period that such agreement remains in effect; and (ii) in all other cases, the term "Disability" shall mean a physical or mental infirmity which impairs the Optionee's ability to perform substantially his or her duties for a period of one hundred eighty (180) consecutive days.

(c) If the Optionee's termination of employment or service is due to Retirement (as defined herein), the Optionee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company for the lesser of (i) five years or (ii) the remaining term of this Option and this Option will continue to vest and remain exercisable during such period (the "Retirement Vesting Period"). Upon expiration of the Retirement Vesting Period, this Option shall automatically terminate; provided, that, if the Optionee should die during such period, this Option shall automatically vest and become immediately exercisable in full and shall be exercisable by the Optionee's designated beneficiary, or, if none, the person(s) to whom such Optionee's rights under this Option are transferred by will or the laws of descent and distribution for one year following such death (but in no event beyond the term of the Option), and shall thereafter terminate. For purposes of this section, "Retirement" shall mean the Optionee's resignation from the Company on or after the date on which the sum of his/her (i) full years of age (measured as of his/her last birthday preceding the date of termination of employment or service) and (ii) full years of service with the Company measured from his/her date of hire (or re-hire, if later), is equal at least seventy (70); provided, that, the Optionee must have attained at least the age of sixty (60) and completed at least five (5) full years of service with the Company prior to the date of his/her resignation. Any disputes relating to whether the Optionee is eligible for Retirement under this Agreement, including, without limitation, his years' of service, shall be settled by the Committee in its sole discretion.

(d) If the termination of the Optionee's employment or service is for Cause (as defined herein), this Option shall terminate upon such termination of employment or service, regardless of whether this Option was then exercisable. For purposes of this section, "Cause" shall mean the Optionee's (i) intentional failure to perform reasonably assigned duties, (ii) dishonesty or willful misconduct in the performance of duties, (iii) involvement in a transaction in connection with the performance of duties to the Company which transaction is adverse to the interests of the Company and which is engaged in for personal profit or (iv) willful violation of any law, rule or regulation in connection with the performance of duties (other than traffic violations or similar offenses).

(e) If the termination of the Optionee's of employment or service is for any other reason, the unvested portion of this Option, any, shall terminate on the date of termination and the vested portion of this Option shall be exercisable for a period of three-months following such termination of employment or service (but in no event beyond the term of the Option), and shall thereafter terminate. The Optionee's status as an employee shall not be considered terminated in the case of a leave of absence agreed to in writing by the Company (including, but not limited to, military and sick leave); provided, that, such leave is for a period of not more than three-months or re-employment upon expiration of such leave is guaranteed by contract or statute.

(f) Notwithstanding any other provision of this Agreement or the Plan to the contrary, including, without limitation, Sections 7(b) and 7(c) of this Agreement:

(i) If it is determined by the Committee that prior to the date that this Option is fully vested (whether or not during the Disability Vesting Period or the Retirement

Vesting Period), the Optionee engaged (or is engaging in) any activity that is harmful to the business or reputation of the Company (or any parent or subsidiary), including, without limitation, any “Competitive Activity” (as defined below) or conduct prejudicial to or in conflict with the Company (or any parent or subsidiary) or any material breach of a contractual obligation to the Company (or any parent or subsidiary) (collectively, “Prohibited Acts”), then, upon such determination by the Committee, this Option shall be cancelled and cease to be exercisable (whether or not then vested).

(ii) If it is determined by the Committee that the Optionee engaged (or is engaging in) any Prohibited Act where such Prohibited Act occurred or is occurring within the one (1) year period immediately following the exercise of any Option granted under this Agreement, the Optionee agrees that he/she will repay to the Company any gain realized on the exercise of such Option (such gain to be valued as of the relevant exercise date(s)). Such repayment obligation will be effective as of the date specified by the Committee. Any repayment obligation must be satisfied in cash or, if permitted in the sole discretion of the Committee, in shares of Common Stock having a fair market value equal the gain realized upon exercise of the Option. The Company is specifically authorized to off-set and deduct from any other payments, if any, including, without limitation, wages, salary or bonus, that it may own the Optionee to secure the repayment obligations herein contained.

The determination of whether the Optionee has engaged in a Prohibited Act shall be determined by the Committee in good faith and in its sole discretion. The provisions of this Section shall have no effect following a Change in Control. For purposes of this Agreement, the term “Competitive Activity” shall mean the Optionee, without the prior written permission of the Committee, anywhere in the world where the Company (or any parent or subsidiary) engages in business, directly or indirectly, (i) entering into the employ of or rendering any services to any person, entity or organization engaged in a business which is directly or indirectly related to the businesses of the Company or any parent or subsidiary (“Competitive Business”) or (ii) becoming associated with or interested in any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity other than ownership of passive investments not exceeding 1% of the vote or value of such Competitive Business.

(g) The terms “Disability,” “Retirement,” and “Cause” are used herein with the respective meanings for such terms set forth herein, notwithstanding that different definitions for such terms may be set forth in the Plan. The term “Company” as used in this Agreement with reference to the employment or service of the Optionee shall include the Company and its subsidiaries, as appropriate.

#### 7. Change in Control; Capital Changes, Reorganization or Sale of the Company .

(a) Upon the occurrence of a Change in Control (as defined herein), this Option shall become immediately vested and exercisable in full. For the purposes hereof, the term “Change in Control” shall mean a transaction or series of transactions which constitutes an “Exchange Transaction” (as defined in the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and/or restated from time to time (the “LN Plan”)) or such other event involving a change

in ownership or control of the business or assets of the Company as its Board of Directors, acting in its discretion, may determine.

(b) The provisions of Section 11 of the LN Plan are hereby incorporated into this Agreement, *mutatis mutandis*, as if fully set forth herein. To the extent that any provision of the Plan is inconsistent with, or contrary to, this Section 7 and Section 11 of the LN Plan, then the provision set forth in this Section 7 and Section 11 of the LN Plan shall govern this Agreement and the Option in all respects.

8. Rights as a Stockholder. No shares of Common Stock shall be issued in respect of the exercise of this Option until payment of the exercise price and the applicable tax withholding obligations have been satisfied or provided for to the satisfaction of the Company, and the Optionee shall have no rights as a stockholder with respect to any shares covered by this Option until such shares are duly and validly issued by the Company to or on behalf of the Optionee.

9. Non-Transferability. This Option is not assignable or transferable except upon the Optionee's death to a beneficiary designated by the Optionee in a manner prescribed or approved for this purpose by the Committee or, if no designated beneficiary shall survive the Optionee, pursuant to the Optionee's will or by the laws of descent and distribution. During an Optionee's lifetime, this Option may be exercised only by the Optionee or the Optionee's guardian or legal representative.

10. Limitation of Rights. Nothing contained in this Agreement shall confer upon the Optionee any right with respect to the continuation of his employment or service with the Company, or interfere in any way with the right of the Company at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the compensation and/or other terms and conditions of the Optionee's employment or other service.

11. Restrictions on Transfer. The Optionee agrees, by acceptance of this Option, that, upon issuance of any shares hereunder, that, unless such shares are then registered under applicable federal and state securities laws, (i) acquisition of such shares will be for investment and not with a view to the distribution thereof, and (ii) the Company may require an investment letter from the Optionee in such form as may be recommended by Company counsel. The Company shall in no event be obliged to register any securities pursuant to the Securities Act of 1933 (as now in effect or as hereafter amended) or to take any other affirmative action in order to cause the exercise of this Option or the issuance or transfer of shares pursuant thereto to comply with any law or regulation of any governmental authority.

12. Notice. Any notice to the Company provided for in this Agreement shall be addressed to it in care of its Secretary at the Company's executive offices, and any notice to the Optionee shall be addressed to the Optionee at the current address shown on the payroll records of the Company. Any notice shall be deemed to be duly given if and when properly addressed and posted by registered or certified mail, postage prepaid.

13. Incorporation of Plan by Reference. This Option is granted pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and this Option shall be

interpreted in accordance with the Plan; provided, however, that to the extent that any provision of the LN Plan that has also been incorporated into this Agreement is inconsistent with, or contrary to, any provision of the Plan, then this Option shall instead be interpreted in accordance with such provision of the LN Plan. The Committee shall interpret and construe the Plan and this Agreement and its interpretations and determinations shall be conclusive and binding on the parties hereto and any other person claiming an interest hereunder, with respect to any issue arising hereunder or thereunder. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, this Agreement shall govern and control. All capitalized terms not defined herein shall have the meaning ascribed to them as set forth in the Plan, other than terms which are defined in any provision of the LN Plan incorporated into this Agreement.

14. Governing Law. This Agreement and the rights of all persons claiming under this Agreement shall be governed by the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

15. Tax Status of Option. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Code.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**LIVE NATION ENTERTAINMENT, INC.**

Optionee: \_\_\_\_\_ By: \_\_\_\_\_  
Name:

Title:

-7-



**AMENDED AND RESTATED TICKETMASTER ENTERTAINMENT, INC.  
2008 STOCK AND ANNUAL INCENTIVE PLAN**

**RESTRICTED STOCK AWARD AGREEMENT**

THIS RESTRICTED STOCK AWARD AGREEMENT (the "Agreement"), made as of the \_\_\_ day of \_\_\_\_, 20\_\_ (the "Grant Date") by and between Live Nation Entertainment, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Grantee"), evidences the grant by the Company of an award of restricted stock (the "Award") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan (the "Plan"). The Company and the Grantee agree as follows:

1. Basis for Award. This Award is made under the Plan pursuant to Section 6 thereof for service rendered or to be rendered to the Company by the Grantee, subject to all of the terms and conditions of this Agreement, including, without limitation, Section 4(c) hereof.

2. Stock Awarded.

(a) The Company hereby awards to the Grantee, in the aggregate, \_\_\_\_\_ shares of Restricted Stock (the "Restricted Stock") which shall be subject to the restrictions and conditions set forth in the Plan and in this Agreement.

(b) Shares of Restricted Stock shall be evidenced by book-entry registration with the Company's transfer agent, subject to such stop-transfer orders and other terms deemed appropriate by the Compensation Committee of the Company's Board of Directors (the "Committee") to reflect the restrictions applicable to such Award. Notwithstanding the foregoing, if any certificate is issued in respect of shares of Restricted Stock at the sole discretion of the Committee, such certificate shall be registered in the name of Grantee and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such award, substantially in the following form:

*"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE COMMON STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) CONTAINED IN THE RESTRICTED STOCK AWARD AGREEMENT DATED AS OF \_\_\_\_\_, 20\_\_, ENTERED INTO BETWEEN THE REGISTERED OWNER AND LIVE NATION ENTERTAINMENT, INC."*

If a certificate is issued with respect to the Restricted Stock, the Committee may require that the certificate evidencing such shares be held in custody by the Company until the restrictions

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thereon shall have lapsed and that the Grantee deliver a stock power, endorsed in blank, relating to the shares covered by such Award. At the expiration of the restrictions, the Company shall instruct the transfer agent to release the shares from the restrictions applicable to such Award, subject to the terms of the Plan and applicable law or, in the event that a certificate has been issued, redeliver to the Grantee (or his legal representative, beneficiary or heir) share certificates for the shares deposited with it without any legend except as otherwise provided by the Plan, this Agreement or applicable law. During the period that the Grantee holds the shares of Restricted Stock, the Grantee shall have the right to vote the Restricted Stock while it is subject to restriction, but, notwithstanding any provisions of the Plan to the contrary, shall have no right to receive dividends prior to the vesting of such shares, and shall have no right to payment, accrual, crediting or otherwise with regard to dividends declared or paid by the Company prior to the vesting of the applicable shares. If the Award is forfeited in whole or in part, the Grantee will assign, transfer, and deliver any evidence of the shares of Restricted Stock to the Company and cooperate with the Company to reflect such forfeiture.

(c) In addition to the forfeiture restrictions set forth herein, prior to vesting as provided in Sections 3 and 4(a) of this Agreement, the shares of Restricted Stock may not be sold, assigned, transferred, hypothecated, pledged or otherwise alienated (collectively a "Transfer") by the Grantee and any such Transfer or attempted Transfer, whether voluntary or involuntary, and if involuntary whether by process of law in any civil or criminal suit, action or proceeding, whether in the nature of an insolvency or bankruptcy proceeding or otherwise, shall be void and of no effect.

3. Vesting. Except as otherwise provided in this Agreement, the restrictions described in Section 2 of this Agreement will lapse at such times and on such dates (each, a "Vesting Date") as are prescribed by the terms of the grant; provided, that, the Grantee is still employed or performing services for the Company on each such Vesting Date. In the event of the Grantee's termination of employment or service prior to the date that all of the Restricted Stock is vested, except as otherwise provided in this Agreement, all Restricted Stock still subject to restriction shall be forfeited.

(a) If the Grantee's termination of employment or service is due to death and such death occurs prior to the date that all of the Restricted Stock is vested, all restrictions will lapse with respect to 100% of the Restricted Stock still subject to restriction on the date of death.

(b) If the Grantee's termination of employment or service is due to Disability (as defined in herein) or Retirement (as defined herein) and such Disability or Retirement, as the case may be, occurs prior to the date that all of the Restricted Stock is vested, the Grantee shall be treated, for purposes of this Agreement only, as if his/her employment or service continued with the Company until the date that all restrictions on the Restricted Stock have lapsed (the "Extension Period") and such Restricted Stock will vest in accordance with the schedule set forth herein; provided, that, if the Grantee dies during the Extension Period and the Restricted Stock has not been forfeited in accordance with Section 4(c), all restrictions will lapse with respect to 100% of the Restricted Stock still subject to restriction on the date of death. "Disability" shall mean (i) if the Grantee's employment with the Company is subject to the terms of an

employment or other service agreement between such Grantee and the Company, which agreement includes a definition of “Disability”, the term “Disability” shall have the meaning set forth in such agreement during the period that such agreement remains in effect; and (ii) in all other cases, the term “Disability” shall mean a physical or mental infirmity which impairs the Grantee’s ability to perform substantially his or her duties for a period of one hundred eighty (180) consecutive days. “Retirement” shall mean the Grantee’s resignation from the Company on or after the date on which the sum of his/her (i) full years of age (measured as of his/her last birthday preceding the date of termination of employment or service) and (ii) full years of service with the Company (or any parent or subsidiary) measured from his date of hire (or re-hire, if later), is equal at least seventy (70); provided, that, the Grantee must have attained at least the age of sixty (60) and completed at least five (5) full years of service with the Company (or any parent or subsidiary) prior to the date of his/her resignation. Any disputes relating to whether the Grantee is eligible for Retirement under this Agreement, including, without limitation, his years’ of service, shall be settled by the Committee in its sole discretion.

(c) If the Grantee’s termination of employment or service is for any other reason and such termination occurs prior to the date that all of the Restricted Stock is vested, the Restricted Stock still subject to restriction shall automatically be forfeited upon such cessation of employment or services.

(d) The terms “Disability” and “Retirement” are used herein with the respective meanings for such terms set forth herein, notwithstanding that different definitions for such terms may be set forth in the Plan. The term “Company” as used in this Agreement with reference to employment or service of the Grantee shall include the Company and its parent and subsidiaries, as appropriate.

#### 4. Special Rules.

(a) Change in Control. In the event of a Change in Control, the restrictions described in Sections 2 and 3 of this Agreement will lapse with respect to 100% of the Restricted Stock still subject to restriction. For the purposes hereof, the term “Change in Control” shall mean a transaction or series of transactions which constitutes an “Exchange Transaction” (as defined in the Live Nation Entertainment, Inc. 2005 Stock Incentive Plan, as amended and/or restated from time to time (the “LN Plan”)) or such other event involving a change in ownership or control of the business or assets of the Company as its Board of Directors, acting in its discretion, may determine.

(b) Capital Changes, Reorganization or Sale of the Company. The provisions of Section 11 of the LN Plan are hereby incorporated into this Agreement, *mutatis mutandis*, as if fully set forth herein. To the extent that any provision of the Plan is inconsistent with, or contrary to, this Section 4 and Section 11 of the LN Plan, then the provision set forth in this Section 4 and Section 11 of the LN Plan shall govern this Agreement and the Award in all respects.

(c) Forfeiture.

(i) Notwithstanding the provisions of Section 3 of this Agreement and any other provision of this Agreement or the Plan to the contrary, if it is determined by the Committee that prior to the date that all of the Restricted Stock is vested (whether or not during the Extension Period), the Grantee engaged (or is engaging in) any activity that is harmful to the business or reputation of the Company (or any parent or subsidiary), including, without limitation, any “Competitive Activity” (as defined below) or conduct prejudicial to or in conflict with the Company (or any parent or subsidiary) or any material breach of a contractual obligation to the Company (or any parent or subsidiary) (collectively, “Prohibited Acts”), then, upon such determination by the Committee, all Restricted Stock granted to the Grantee under this Agreement which is still subject to restriction shall be cancelled and forfeited.

(ii) Notwithstanding any other provision of this Agreement or the Plan to the contrary, if it is determined by the Committee that the Grantee engaged (or is engaging in) any Prohibited Act where such Prohibited Act occurred or is occurring within the one (1) year period immediately following the vesting of any Restricted Stock under this Agreement (including, without limitation, vesting that occurs by application of Section 3(b) of this Agreement), the Grantee agrees that he/she will repay to the Company any gain realized on the vesting of such Restricted Stock (such gain to be valued as of the relevant Vesting Date(s) based on the fair market value of the Restricted Stock on the relevant Vesting Date(s) over the purchase price paid, if any, of such stock). Such repayment obligation will be effective as of the date specified by the Committee. Any repayment obligation must be satisfied in cash or, if permitted in the sole discretion of the Committee, in shares of Common Stock having a fair market value equal the value of the Restricted Stock on the relevant Vesting Date(s). The Company is specifically authorized to offset and deduct from any other payments, if any, including, without limitation, wages, salary or bonus, that it may owe the Grantee to secure the repayment obligations herein contained.

(iii) The determination of whether the Grantee has engaged in a Prohibited Act shall be determined by the Committee in good faith and in its sole discretion.

(iv) The provisions of this Section 4(c) shall have no effect following a Change in Control.

(v) For purposes of this Agreement, the term “Competitive Activity” shall mean the Grantee, without the prior written permission of the Committee, any where in the world where the Company (or any parent or subsidiary) engages in business, directly or indirectly, (A) entering into the employ of or rendering any services to any person, entity or organization engaged in a business which is directly or indirectly related to the businesses of the Company or any parent or subsidiary (“Competitive Business”) or (B) becoming associated with or interested in any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity other than ownership of passive investments not exceeding 1% of the vote or value of such Competitive Business.

5. Compliance with Laws and Exchange Requirements. The issuance and transfer of any shares of Common Stock shall be subject to compliance by the Company and the Grantee

with all applicable requirements of securities laws and with all applicable requirements of any stock exchange on which the shares may be listed at the time of such issuance or transfer. The Grantee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

6. Tax Withholding.

(a) The Grantee agrees that, subject to clause 6(b) below, no later than the date as of which the restrictions on the Restricted Stock shall lapse with respect to all or any of the Restricted Stock covered by this Agreement, the Grantee shall pay to the Company (in cash or to the extent permitted by the Committee in its sole discretion, shares of Common Stock held by the Grantee whose fair market value is equal to the amount of the Grantee's tax withholding liability) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Restricted Stock for which the restrictions shall lapse. The Company or its subsidiaries shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes of any kind required by law to be withheld with respect to the shares of Restricted Stock. The Company may refuse to instruct the transfer agent to release the shares of Common Stock or redeliver share certificates if the Grantee fails to comply with any withholding obligation.

(b) If the Grantee properly elects, within thirty (30) days of the Grant Date, to include in gross income for federal income tax purposes an amount equal to the fair market value as of the Grant Date of the Restricted Stock granted hereunder pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, the Grantee shall pay to the Company, or make other arrangements satisfactory to the Committee to pay to the Company, any federal, state or local taxes required to be withheld with respect to such shares. If the Grantee fails to make such payments, the Company or its affiliates shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Grantee any federal, state or local taxes of any kind required by law to be withheld with respect to such shares. The Company may refuse to instruct the transfer agent to release the shares or redeliver share certificates if Grantee fails to comply with any withholding obligation.

7. Limitation of Rights. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to the continuation of his employment or service with the Company, or interfere in any way with the right of the Company at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the compensation and/or other terms and conditions of the Grantee's employment or other service.

8. Representations and Warranties of Grantee. The Grantee represents and warrants to the Company that:

(a) Agrees to Terms of the Plan. The Grantee has received a copy of the Plan and the Prospectus prepared pursuant to the Form S-8 Registration Statement relating to the Plan and has read and understands the terms of the Plan, this Agreement and the Prospectus, and agrees to be bound by their terms and conditions. The Grantee acknowledges that there may be

adverse tax consequences upon the vesting of Restricted Stock or disposition of the shares once vested, and that the Grantee should consult a tax adviser prior to such time.

(b) Cooperation. The Grantee agrees to sign such additional documentation as may reasonably be required from time to time by the Company.

9. Incorporation of Plan by Reference. The award is granted pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and the Award shall be interpreted in accordance with the Plan; provided, however, that to the extent that any provision of the LN Plan that has also been incorporated into this Agreement is inconsistent with, or contrary to, any provision of the Plan, then the Award shall instead be interpreted in accordance with such provision of the LN Plan. The Committee shall interpret and construe the Plan and this Agreement and its interpretations and determinations shall be conclusive and binding on the parties hereto and any other person claiming an interest hereunder, with respect to any issue arising hereunder or thereunder. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, this Agreement shall govern and control. All capitalized terms not defined herein shall have the meaning ascribed to them as set forth in the Plan, other than terms which are defined in any provision of the LN Plan incorporated into this Agreement.

10. Governing Law. This Agreement and the rights of all persons claiming under this Agreement shall be governed by the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

11. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**LIVE NATION ENTERTAINMENT, INC.**

Grantee: \_\_\_\_\_ By: \_\_\_\_\_

Name:  
Title:

**Live Nation Entertainment, Inc.**  
**Computation of Ratio of Earnings to Fixed Charges**  
*(in thousands, except ratio)*

**Year Ended December 31,**

	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
<i>(in thousands, except ratio)</i>					
Income (loss) from continuing operations before income taxes	\$ 6,353	\$ (99,820)	\$ (5,137)	\$ (132,161)	\$ (96,627)
Equity in earnings (loss) of nonconsolidated affiliates	1,502	4,166	856	9,921	7,742
Income (loss) before income taxes, equity in earnings of nonconsolidated affiliates and cumulative effect of a change in accounting principle	4,851	(103,986)	(5,993)	(142,082)	(104,369)
Dividends and other received from nonconsolidated affiliates	—	—	—	—	—
Total earnings	4,851	(103,986)	(5,993)	(142,082)	(104,369)
Fixed charges:					
Interest expense	102,881	106,312	111,659	123,740	120,414
Amortization of loan fees *	—	—	—	—	—
Interest portion of rentals	55,834	54,495	56,921	50,825	45,046
Total fixed charges	158,715	160,807	168,580	174,565	165,460
Preferred stock dividends	—	—	—	—	—
Total fixed charges	158,715	160,807	168,580	174,565	165,460
Total earnings available for payment of fixed charges	\$ 163,566	\$ 56,821	\$ 162,587	\$ 32,483	\$ 61,091
Ratio of earnings to fixed charges	1.03	0.35	0.96	0.19	0.37
Deficiency of earnings to fixed charges	—	(103,986)	(5,993)	(142,082)	(104,369)
Interest portion of rentals	35%	35%	35%	35%	35%

\* Amortization of loan fees is included in interest expense



**LIVE NATION ENTERTAINMENT, INC.**

**CODE OF CONDUCT**

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Note: This code and related policies are current as of March, 2015. In some respects our policies may exceed minimum legal requirements or industry practice. Nothing contained in this code should be construed as a binding definition or interpretation of a legal requirement or industry practice.

To obtain additional copies of this code, you may access it:

- under the Corporate Governance tab at the company's Investor Relations website at <http://investors.livenationentertainment.com/investor-relations/default.aspx>,
- via the intranet by clicking on "Company" and then "Policies" from the homepage (you can also find copies of other policies referenced in this code at that location), or
- by contacting the Legal Department.

## Contents

3	Foreword
4	Asking for Help and Reporting Concerns
5	Helpful Contact Information
6	Introduction
8	Compliance with Laws
10	Conflicts of Interest
13	Policy on Related-Person Transactions
14	Accepting Gifts and Entertainment
15	Fair Dealing
15	Laws and Insider Trading
16	Responding to Inquiries from the Press and Others
16	Political Activity
16	Safeguarding Corporate Assets
18	Equal Employment Opportunity and Anti-Harassment
19	Health, Safety and the Environment
19	Accuracy of Company Records
20	Administration of the Code
21	Non-retaliation Policy for Employees Who Report Violations of Law

## Foreword

### To all employees:

Our company is founded on our commitment to the highest ethical principles and standards. We value honesty and integrity above all else. Upholding these commitments in all of the countries in which we operate is essential to our continued success.

The law and the ethical principles and standards that comprise this code of conduct must guide our actions. The code is, of course, broadly stated. Its guidelines are not intended to be a complete listing of detailed instructions for every conceivable situation. Instead, it is intended to help you develop a working knowledge of the laws and regulations that affect your job.

Adhering to this code is essential. I have personally taken the time to study it carefully and I encourage you to do the same.

Ultimately, our most valuable asset is our reputation. Complying with the principles and standards contained in this code is the starting point for protecting and enhancing that reputation. Thank you for your commitment!

***Michael Rapino***

*President and Chief Executive Officer*

**Q:**I reported misconduct through the Integrity Hotline but never heard about an investigation or other action.

**A:** Rest assured that all complaints submitted to the Integrity Hotline are taken seriously and investigated fully. If you made your report anonymously, however, it is sometimes difficult to complete the investigation, especially if the investigator could not get in touch with you. Even if the investigator was able to reach you, he or she may not have been able to share the outcome because of privacy and confidentiality concerns. In any case, the third-party service that we use can always give you an incident number which should allow you to determine if the matter has been resolved or if the investigator needs additional information from you.

## **Asking for Help and Reporting Concerns**

We take this code seriously and consider its enforcement to be among our highest priorities, but we also acknowledge that it is sometimes difficult to know right from wrong. That's why we encourage open communication. When in doubt, ask. Whenever you have a question or concern, are unsure about what the appropriate course of action is, or if you believe that a violation of the law or this code has occurred:

- You should talk with your immediate supervisor. He or she may have the information you need, or may be able to refer the matter to an appropriate source, including our Legal Department, as circumstances warrant.
- If you are uncomfortable talking with your immediate supervisor, you may also contact any manager in our company with whom you feel comfortable, your Human Resources Representative, our corporate Human Resources Department, the Employee Service Line or our Legal Department.
- In addition, if you have concerns or complaints about accounting or audit matters or our internal accounting controls, you may confer with your immediate supervisor, the controller associated with your business unit or our Chief Financial Officer, or you may submit your concern or complaint, on a confidential basis through our Business Integrity Reporting Process.
- Where allowed by law, you may report anonymously via the hotline, although we prefer that you give your identity when reporting violations to allow the company to contact you in the event further information is needed to pursue an investigation. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review.
- When allowable by law, reports made to either the hotline or the web reporting tool are transmitted directly to both our General Counsel and the Head of our Internal Audit Department, and those involving our accounting, auditing or internal auditing controls will be reviewed under the direction of the audit committee of our Board of Directors.

## ~ Helpful Contact Information~

### Shareholder version:

<b>Function/Title</b>	<b>Name/Description</b>	<b>Telephone</b>	<b>E-mail Address</b>
Business Integrity Reporting	Toll-free Hotline and web-based tool to report concerns related to accounting, auditing or internal controls	UK: 0808-234-1231 Australia: 1-800-01-4616 France: 0800-91-6400 Other Locations: 1-888-497-2555*	North America <a href="http://www.livenation.alertline.com">www.livenation.alertline.com</a> International- <a href="http://www.livenationinternational.alertline.com">www.livenationinternational.alertline.com</a>
		<p>*Direct Access lines: Callers to these lines will first dial their country's Access Number to connect with the AT&amp;T network. Callers will then dial the hotline number to connect toll-free with Global Compliance. Direct Access service may not be available from all locations within a country. Please note that the Access Numbers listed below are subject to change due to the dynamic nature of the telecommunications market in many countries.</p> <p>Callers should consult <a href="http://www.business.att.com/bt/access.jsp">http://www.business.att.com/bt/access.jsp</a> for up-to-date Access Number information for their countries.</p>	

“This online version of Live Nation Entertainment’s Code of Business Conduct and Ethics has been modified from the original version distributed to our employees to safeguard the integrity of our internal communications.”

## Introduction

The company has created this code of conduct to ensure that our employees' business decisions follow our commitment to the highest ethical standards and the law. Adherence to this code and to our other official policies is essential to maintaining and furthering our reputation for fair and ethical practices among our customers, shareholders, employees and communities.

The code of conduct applies to all company employees, workers, officers and members of the Board of Directors, except where superseded by specific terms of a valid contract between you and the company or a valid collective bargaining agreement. In the event that this code conflicts with the Live Nation Entertainment Employee Handbook or any other company policy, the terms of this code shall control. If you have any questions regarding the interpretation of this code or in the event you believe that an actual or apparent conflict exists between this code and the Employee Handbook or any contractual arrangement, please contact the appropriate person as described above in the section entitled "Asking for Help and Reporting Concerns."

The provisions of this code are not intended to, and should not be interpreted to, prohibit activities otherwise protected by law (including legal labor organizing activity). If you have questions as to the interpretation of any provision of this code, please contact the appropriate person as described above in the section entitled "Asking for Help and Reporting Concerns."

It is the responsibility of each employee covered by the code to comply with all applicable laws and regulations and all provisions of this code and the related policies and procedures. Each employee covered by the code has a duty to report any violations of the law or this code. Failure to report such violations or failure to follow the provisions of this code may have serious legal consequences and will result in disciplinary action, up to and including the termination of your employment.

This code summarizes certain laws and the ethical policies that apply to all of our employees, workers, officers and directors. Several provisions in this code refer to more detailed policies that either (1) concern more complex company policies or legal provisions or (2) apply to select groups of individuals within our company. If these detailed policies are applicable to you, it is important that you read, understand and comply with them. If you have questions as to whether any detailed policies apply to you, please contact the appropriate person as described above in the section entitled "Asking for Help and Reporting Concerns."

Situations that involve ethics, values and violations of certain laws are often very complex. No single code of conduct can cover every business situation that you may encounter. Consequently, we have implemented the compliance procedures outlined in the sections of this code entitled "Administration of the Code" and "Asking for Help and Reporting Concerns." The thrust of our procedures is when in doubt, ask. If you do not understand a provision of this code, are confused as to what actions you should take in a given situation or wish to report a violation of the law or this code, you should follow these compliance procedures. These procedures will generally direct you to talk to either your immediate supervisor, your Human Resources Representative, the Employee Service Line or the Legal Department. There are few situations that cannot be resolved if you follow these procedures.

### **After reading this code, you should:**

- Have a thorough knowledge of the code's terms and provisions.
- Be able to recognize situations that present legal or ethical dilemmas.
- Be able to deal effectively with questionable situations in conformity with this code, or know when and where to seek help if you have questions.

### **In order to be able to accomplish these goals, we recommend that you take the following steps:**

- Read this code of conduct thoroughly.
- If there are references to more detailed policies that are not contained in this code, obtain and read those policies if they apply to you.
- Think about how the provisions of this code apply to your job, and consider how you might handle situations to avoid illegal, improper or unethical actions.

- If you have questions, please contact the appropriate person as described above in the section entitled “Asking for Help and Reporting Concerns.”

**When you are faced with a situation and you are not clear as to what action you should take, ask yourself the following questions:**

- Is the action legal?
- Does the action comply with this code?
- How will your action or decision affect others, including our customers, shareholders, employees and the community?

**How will your action or decision look to others?**

If your action is legal but can result in the appearance of wrongdoing, consider taking alternative steps.

**How would you feel if your decision were made public?**

Could the decision be honestly explained and defended?

**Have you followed the procedures described above in the section entitled “Asking for Help and Reporting Concerns” regarding the action?**

To reiterate, when in doubt, ask.

We do not create any contractual or legal rights or guarantees by issuing this code, and we reserve the right to amend, alter and terminate this code at any time and for any reason. Please note that this code is not an employment contract and does not modify the employment relationship between you and the company. You are encouraged to read the Live Nation Entertainment Employee Handbook (or other applicable Employee Handbook in your area) in addition to this code.

## **Compliance with Laws**

First and foremost, our policy is to behave in an ethical manner and comply with all laws, rules and government regulations that apply to our business regardless of location. Although we address several important legal topics in this code, we cannot anticipate every possible situation or cover every topic in detail. It is your responsibility to know and follow the law and conduct yourself in an ethical manner. It is also your responsibility to report any violations of the law or this code. You may report such violations by following the compliance procedures contained in the section of the code entitled “Asking for Help and Reporting Concerns.”

### **Antitrust Laws**

Antitrust laws are designed to ensure a fair and competitive marketplace by prohibiting various types of anti-competitive behavior. Some of the most serious antitrust offenses occur between competitors, such as agreements to fix prices or to divide customers, territories or markets. Accordingly, it is important to avoid discussions with our competitors regarding pricing, terms and conditions, costs, marketing plans, customers or any other proprietary or confidential information. Countries outside of the United States often have their own body of antitrust laws, so our international operations may also be subject to antitrust laws of those countries.

Unlawful agreements need not be written. They can be based on informal discussions or the mere exchange of information with a competitor. If you believe that a conversation with a competitor enters an inappropriate area, end the conversation at once. Membership in trade associations (this does not include labor unions) is permissible only if approved in advance by your Legal Department.

Whenever any question arises as to the application of antitrust laws, you should consult with your Legal Department; and any agreements with possible antitrust implications should be made only with the prior approval of our Legal Department.

### **Anti-corruption Laws**

Employees are expected to use only lawful and ethical business practices when conducting all business activities. Employees should never provide anything of value – including tickets or access to events – in order to obtain or retain business with any commercial entity or attempt to influence a government official.

Employees must always comply fully with the anti-bribery and anti-corruption laws of the countries in which we do business, including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act of 2010. Both apply to the actions of our company and our employees, as well as certain third parties who act on our behalf, anywhere in the world.

Regardless of local practices or competitive pressures, employees must avoid even the appearance of bribery when dealing with any individual, including government officials, employees of state-owned or controlled enterprises, and officials of international organizations or political parties. If you deal with such persons or entities, you should consult with the Compliance or Legal Departments to be sure that you understand these laws before providing anything of value to a government official.

Further information on this topic can be found in our Anti-Corruption Policy. This discussion is not comprehensive and you are expected to familiarize yourself with all laws and regulations relevant to your position with us, as well as all of our related written policies on these laws and regulations, including those found in the Live Nation Entertainment Employee Handbook (or other applicable Employee Handbook in your area). To this end, your Human Resources Representative, the Employee Service Line and the Legal Department are available to answer your questions. If you have any questions concerning any possible reporting or compliance obligations, or with respect to your own duties under the law, you should not hesitate to call and seek guidance by following the compliance procedures contained in the section of the code entitled “Asking for Help and Reporting Concerns.”

**Q:** A local government official who approves the required permits for our festival has asked for free tickets for her and her family. Is it okay to provide them?

**Take Action:** We must NEVER give tickets to a government official in exchange for any kind of preferential treatment or direct benefit to the company. We also do not want to give the appearance of doing so, even if that is not the actual intention. As a result, before providing tickets to a government official, you must obtain written PRE-APPROVAL from the Compliance group at [compliance@livenation.com](mailto:compliance@livenation.com). The Compliance group will need to understand the reason for providing tickets and be able to validate that the tickets (or access to the event) are not being provided to gain any preferential treatment or for any other improper purpose. The Compliance department will typically respond within 24 hours. We understand that last-minute requests do occur, but complimentary tickets (or access to an event) should never be provided to a government official without this approval. Note, however, that it is typically okay for a government official to purchase the tickets at the current sale price as long as no preferential treatment is given.

**Q:** As part of the negotiation for a lease on a venue, the landlord requests 10 tickets for each event, but does not want those terms included in the contract. What should I do?

**Take Action:** We require that the terms of our contracts be fully transparent, and side deals such as the one you have described are not acceptable. On the other hand, if the tickets are included in the lease and form a part of the written bargain, then it would probably be okay. If the landlord is a governmental entity, however, then you must receive prior approval from the Compliance group at [compliance@livenation.com](mailto:compliance@livenation.com).

**Q:** As part of a show production, we are in need of a permit for pyrotechnics and the Fire Marshal agrees to expedite the process in exchange for tickets to the show. Should I give him the tickets?

**A:** Absolutely not. Under no circumstance should we consider providing tickets or any other type of payment or benefit in these instances. This would relate to any permits needed for an event.

**Q:** I am a box office manager, and was recently asked to process complimentary tickets to an event. Although the request form was properly approved by our General Manager, I am aware that the tickets are actually going to a government official and not to those listed on the form.

**Take Action:** You should contact the Compliance group immediately at [compliance@livenation.com](mailto:compliance@livenation.com). One should never knowingly process a transaction that they suspect is fraudulent or otherwise in violation of company policy. Violations of this policy could result in disciplinary action, up to and including termination.

## Conflicts of Interest

All of us must be able to perform our duties and exercise judgment on behalf of our company without influence or impairment, or the appearance of influence or impairment, due to any activity, interest or relationship that arises outside of work. Put more simply, when our loyalty to our company is affected by actual or potential benefit or influence from an outside source, a conflict of interest exists. We should all be aware of any potential influences that impact or appear to impact our loyalty to our company. In general, you should avoid situations where your personal interests conflict, or appear to conflict, with those of our company.

Any time you believe a conflict of interest may exist, you must disclose the potential conflict of interest to your immediate supervisor. Any activity that is approved, despite the actual or apparent conflict, must be documented. Any activity that could raise a potential conflict of interest that involves an executive officer must be approved by our Board of Directors or its designated committee. Any activity that could raise a potential conflict of interest involving an officer with the title of Vice President and above must be approved by our General Counsel.

It is not possible to describe every conflict of interest, but some situations that could cause a conflict of interest include:

- Doing business with family members
- Having a financial interest in another company with whom we do business
- Taking a second job
- Managing your own business
- Serving as a director of another business
- Being a leader in some organizations
- Diverting a business opportunity from our company to yourself or to another company

**Q:** I have started my own production company and want to bid on some of Live Nation's production work during the upcoming concert season. Is that possible?

**A:** It depends. As an employee, before you start your own company that may in any way compete with Live Nation, or is otherwise to be engaged in any business similar to ours, you should always inform your supervisor. If you wish to bid on work with Live Nation, you should contact [compliance@livenation.com](mailto:compliance@livenation.com).

## Doing Business with Family Members

A conflict of interest may arise if family members work for a supplier, customer or other third party with whom we do business. It also may be a conflict if a family member has a significant financial interest in a supplier, customer or other third party with whom we do business. A “significant financial interest” is defined below. Before doing business on our behalf with an organization in which a family member works or has a significant financial interest, you must disclose the situation and obtain approval from your immediate supervisor. Document the approval if it is granted. You do not need to disclose the relationship or obtain prior approval unless you deal with the customer or supplier.

### “Family members” include:

- Spouse
- Parents
- Children
- Siblings
- In-laws
- Life partner

Employing relatives or close friends who report directly to you may also be a conflict of interest. Although our company encourages employees to refer candidates for job openings, employees who may influence a hiring decision must avoid giving an unfair advantage to anyone with whom they have a personal relationship. In particular, supervisors should not hire relatives or attempt to influence any decisions about the employment or advancement of people related to or otherwise close to them, unless they have disclosed the relationship and obtained the approval of their immediate supervisor.

**Q:** My friend asked if I could give him my employee allotted tickets to sell, and that we would split the profits. Is this okay?

**A:** No, tickets received at no charge via the Employee Ticketing Program or complimentary tickets otherwise obtained can never be sold, as this would be a violation of the program and the Employee Handbook. In addition, tickets that an employee pays for can never be sold or transferred for more than face value.

## Ownership in Other Businesses

Any direct or indirect significant financial interest in one of our competitors, suppliers, customers or other third parties with whom we do business creates a potential conflict of interest. You should not allow your investments to influence, or appear to influence, your independent judgment. In general, you should not own, directly or indirectly, a significant financial interest in any company that competes with our company or that does, or seeks to do, business with us.

Two tests determine if a “significant financial interest” exists:

- You or a family member owns more than 5% of the outstanding stock of a business or you or a family member has or shares discretionary authority with respect to the decisions made by that business, or
- The investment represents more than 5% of your total assets or of your family member’s total assets.

If you or a family member has a significant financial interest in a company with whom we do business or propose to do business, that interest must be approved by your immediate supervisor prior to the transaction.

Notwithstanding the foregoing, non-employee directors of our company and their family members may have significant financial interests in, or be affiliates of, suppliers, customers, competitors and third parties with whom we do business or propose to do business. However, a director must:

- disclose any such relationship promptly after the director becomes aware of it,
- remove himself or herself from any Board activity that directly impacts the relationship between our company and any such company with respect to which the director has a significant financial interest or is an affiliate, and
- obtain prior approval of the Board of Directors or its designated committee for any transaction of which the director is aware between our company and any such company.

## **Outside Employment**

Sometimes our employees desire to take additional part-time jobs or do other work after hours, such as consulting or other fee-earning services. This kind of work does not in and of itself violate our code. However, the second job must be strictly separated from your job with us, and must not interfere with your ability to devote the time and effort needed to fulfill your duties to us as our employee. Full-time employees of the company cannot engage in any outside activity that causes competition with us or provides assistance to our competitors or other parties (such as suppliers) with whom we regularly do business. You should avoid outside activities that embarrass or discredit us. Outside work may never be done on company time and must not involve the use of our supplies or equipment. Additionally, you should not attempt to sell services or products from your second job to us.

Before engaging in a second line of work, full-time employees of the company should disclose any plans to your business unit head to confirm that the proposed activity is not contrary to our best interests. You may also contact our Human Resources Department for more information about our policies concerning outside employment.

## **Service on Boards**

Serving as a director of another corporation may create a conflict of interest. Being a director or serving on a standing committee of some organizations, including government agencies, also may create a conflict.

Before accepting an appointment to the board or a committee of any organization whose interests may conflict with our company's interests, you must discuss it with the General Counsel and obtain approval. This rule does not apply to non-employee directors of our company.

## **Business Opportunities**

Business opportunities relating to the kinds of products and services we usually sell or the activities we typically pursue that arise during the course of your employment or through the use of our property or information belong to our company. Similarly, other business opportunities that fit into our strategic plans or satisfy our commercial objectives that arise under similar conditions also belong to us. You may not direct these kinds of business opportunities to our competitors, to other third parties or to other businesses that you own or are affiliated with.

## **Loans**

Unlawful extensions of credit by our company in the form of personal loans to our executive officers and directors are prohibited. All other loans by our company to, or guarantees by our company of obligations of, officers with the title of Vice President or above must be made in accordance with established company policies approved by our Board of Directors or its designated committee. This would not include pre-approved benefit programs.

If you have any questions concerning a potential conflict of interest, contact the Employee Service Line, your Human Resources Representative (or local equivalent) or the Legal Department.

## Policy on Related-Person Transactions

Our executive officers and directors should report any “related-person transaction” (as defined below), or proposed related-person transaction, to our General Counsel promptly after becoming aware of it. It is the responsibility of the individual executive officer and director to inform the General Counsel and obtain the requisite approval described below prior to entering into any related-person transaction.

Any proposed related-person transaction involving our company or its affiliates and one of our executive officers must be pre-approved by the audit committee of our Board of Directors.

Any proposed related-person transaction involving our company or its affiliates and one of our non-employee directors must be pre-approved by the audit committee of our Board of Directors.

All related-person transactions that commenced during a fiscal quarter shall be reviewed by the audit committee of our Board of Directors after the close of the quarter. If the audit committee determines that additional procedures relating to such transactions are necessary or appropriate, it may change this policy accordingly.

For purposes of this policy, a “related-person transaction” is defined by reference to Item 404 of the U.S. Securities and Exchange Commission’s Regulation S-K. Generally, Item 404 requires public disclosure of any transaction since the beginning of our last fiscal year, or any proposed transaction, in which the company was, or will be, a participant, the amount involved exceeds \$120,000 (or equivalent value in another currency) and any “related person” (as defined below) had, or will have, a direct or indirect material interest in the transaction. “Related person” includes, generally, any (1) director or executive officer of the company, (2) nominee for director, (3) stockholder who beneficially owns more than 5% of any class of the company’s voting securities and (4) family members of any of the persons set forth in (1) through (3) above. All related-person transactions must be publicly disclosed.

## Gifts and Entertainment

We are dedicated to treating fairly and impartially all persons and firms with whom we do business. Therefore, our employees must not give or receive gifts, entertainment or gratuities that could influence or be perceived to influence business decisions. Misunderstandings can usually be avoided by conduct that makes clear that our company conducts business on an ethical basis and will not seek or grant special considerations.

**Q:** Live Nation is bidding on a venue contract and wants to send the executives of the venue and their families on an all-expense paid weekend trip to Las Vegas. Is this okay?

**A:** No, our gift policy only allows for gifts of nominal value (under \$500) and reasonable entertainment for customers, potential customers and other third parties. This trip would likely be seen as a bribe to win the contract and would not be considered reasonable and customary. Moreover, it would likely embarrass our company and potentially subject it to sanctions if disclosed publicly. Any questions regarding the appropriateness of a gift should be directed to the Compliance department at [compliance@livenation.com](mailto:compliance@livenation.com).

## Accepting Gifts and Entertainment

You should never solicit a gift or favor from those with whom we do business. You may not accept gifts of cash or cash equivalents.

You may accept novelty or promotional items (such as inexpensive pens, mugs and calendars that bear a company's name) or modest gifts of limited value (under \$500 or equivalent value if outside the United States) related to commonly recognized occasions, such as a promotion, holiday, wedding or retirement, if:

- this happens only occasionally,
- the gift was not solicited, and
- disclosure of the gift would not embarrass our company or the people involved or appear to compromise our ability to make objective business decisions.

If you wish to accept a gift with a value in excess of \$500, you must get the approval of your Division Head.

Gifts of nominal value (under \$500) and reasonable entertainment for customers, potential customers and other third parties with whom we do business are permitted. However, any gift or entertainment must:

- support our company's legitimate business interests,
- be reasonable and customary, not lavish or extravagant, and
- not be likely to embarrass our company or the recipient if publicly disclosed.

Under no circumstances can any bribe, kickback or illegal payment or gift of cash or cash equivalents be made. Also, special rules apply when dealing with government employees, as discussed in this code under "Compliance with Laws – Anti-corruption Laws."

If you are not sure whether a specific gift or entertainment is permissible, contact your immediate supervisor. If you propose to give a gift with a value in excess of \$500, you must get the approval of your Division Head.

**Q:** In appreciation of signing a new contract, a vendor sent me a set of golf clubs. Am I allowed to keep them?

**A:** Most likely not. Unfortunately our gift policy is clear that only gifts of nominal value may be accepted, and they may never be in exchange for business. Any gift offered with a value over \$500 must be disclosed to the head of your respective division.

## Fair Dealing

We have built a reputation as a trustworthy and ethical member of our community and our industry. We are committed to maintaining the highest levels of integrity and fairness within our company. When we fail to negotiate, perform or market in good faith, we may seriously damage our reputation and lose the loyalty of our customers. You must conduct business honestly and fairly and not take unfair advantage of anyone through any misrepresentation of material facts, manipulation, concealment, abuse of privileged information, fraud or other unfair business practice.

## Laws and Insider Trading

Because we are a public company, we are subject to a number of laws concerning the purchase and sale of our stock and other publicly traded securities. Regardless of your position with us, if you are aware of what is known as “material inside information” regarding our company, business affairs or prospects, you may not disclose that information to anyone outside our company, and you are not allowed to buy or sell our stock or other publicly-traded securities until the material inside information is known not only by other individuals within our company, but also by the general public. The improper use of material inside information is known as insider trading. Insider trading is a criminal offense and is strictly prohibited.

“Material inside information” is any information concerning us that is not available to the general public and which an investor would likely consider to be important in making a decision whether to buy, sell or hold our stock or other securities. A good rule of thumb to determine whether information about us is material inside information is whether or not the release of that information to the public would be likely to have an effect on the price of our stock. Examples of material inside information include information concerning earnings estimates, changes in previously released earnings estimates, a pending stock split, dividend changes, significant merger, acquisition or disposition proposals, major litigation, the loss or acquisition of a major contract and major changes in our management. Material inside information is no longer deemed “inside” information once it is publicly disclosed and the market has had sufficient time to absorb the information. Examples of effective public disclosure are the filing of such inside information with the Securities and Exchange Commission, the printing of such information in *The Wall Street Journal* or other publications of general circulation or the release of such information through a major news wire service, in each case giving the investing public a fair amount of time to absorb and understand our disclosures.

In addition to being prohibited from buying or selling our stock or other publicly-traded securities when you are in possession of material inside information, you are also prohibited from disclosing such information to anyone else (including friends and family members) in order to enable them to trade on the information. In addition, if you acquire material inside information about another company due to your relationship with us, you may not buy or sell that other company’s stock or other securities until such information is publicly disclosed and sufficiently disseminated into the marketplace.

The following are general guidelines to help you comply with this policy:

- Do not share material inside information with people within our company whose jobs do not require them to have the information.
- Do not disclose any non-public information, material or otherwise, concerning our company to anyone outside our company unless required as part of your duties and the person receiving the information has a reason to know the information for company business purposes.
- If you have material inside information regarding us, or regarding any other publicly traded company that you obtained from your employment or relationship with us, you must not buy or sell, or advise anyone else to buy or sell, our securities or that other company’s securities, until such information is publicly disclosed and sufficiently disseminated into the marketplace.

Penalties for trading on or communicating material inside information are severe. If you are found guilty of an insider trading violation, you can be subject to civil and even criminal liability. In addition to being illegal, we believe that insider trading is unethical and will be dealt with firmly, which may include terminating your employment with us and reporting violations to appropriate authorities.

If you have any questions concerning the securities laws or about our policies with regard to those laws, or regarding the correct ethical and legal action to take in a situation involving material inside information, please review our Insider Trading Policy or contact our General Counsel.

**Q:** I recently heard that Ticketmaster is planning to acquire another ticketing company, but it hasn't been announced yet. Can I suggest to my friends that they buy stock in that company?

**A:** No. Not only would this violate your confidentiality obligations to Live Nation Entertainment, but you could be charged with illegal insider trading or other securities law violations. Employees may not use "material inside information" to gain an advantage for themselves or others in buying or selling company stock. Refer to the company's Insider Trading Policy for more information.

## **Responding to Inquiries from the Press and Others**

Our company is subject to laws that govern the timing of our disclosures of material information to the public and others. Only certain designated employees may discuss our company with securities analysts, investors or the news media.

All inquiries from securities analysts or investors regarding financial or other information about our company should be referred to our Investor Relations Department. All inquiries from the media and general inquiries from third parties should be referred to our Public Relations/Media department.

## **Political Activity**

We will fully comply with all political contribution laws. Our funds may not be used for contributions of any kind to any political party or committee or to any candidate or holder of any government position (national, state or local) unless such contribution is permitted by law and complies with our company policy. Please contact your Legal Department to determine whether a specific company contribution is permitted.

It is against our policy for you to lobby our other employees on behalf of a political candidate during the work day. It is also against our policy to reimburse an employee for any political contributions or expenditures. Outside normal office hours, you are free to participate in political campaigns on behalf of candidates or issues of your choosing, as well as make personal political contributions.

## **Safeguarding Corporate Assets**

We have a responsibility to protect company assets entrusted to us from loss, theft, misuse and waste. Company assets and funds may be used only for business purposes and may never be used for illegal purposes. Incidental personal use of telephones, fax machines, copy machines, personal computers, e-mail and similar equipment is generally allowed if it is occasional, there is no significant added cost to us, it does not interfere with your work responsibilities and is not related to an illegal activity or outside business. If you become aware of theft, waste or misuse of our assets or funds or have any questions about your proper use of them, you should speak immediately with your immediate supervisor.

It is also important that you protect the confidentiality of company information. Confidential or proprietary information includes all information that is not generally known to the public and is helpful to the company, or would be helpful to competitors. Proprietary information should be marked accordingly, kept secure and access limited to those who have a need to know in order to do their jobs.

Our business relations are built on trust, and our customers and suppliers count on that trust. If you learn information from them that is not otherwise public, you should keep that information confidential also.

One of our key assets is the personal information we process about our fans, artists, employees and others. It is critical that you know how to handle this information responsibly, securely and in compliance with our legal obligations. To this end we have a Global Data Governance Policy, an Acceptable Use Policy and a Security Policy, of which you need to be aware and with which you must comply.

We must all be sensitive to the impact of comments made over the Internet through public forums such as chat rooms and bulletin boards. Any activity that violates our Acceptable Use Policy (for example, any comments that could damage the company's reputation) could amount to gross misconduct even if undertaken on personal accounts, and may result in disciplinary action up to and including termination. This applies whether you are at work or away from the office, and

during working hours or outside of working hours. Our company owns all e-mail messages that are sent from or received through the company's systems or devices, including on personal or company-issued mobile phones and laptops. We may monitor your messages in accordance with the Acceptable Use Policy and may be required to disclose those messages in the case of litigation or governmental inquiry.

**Q:** A local news reporter contacted me about a recent incident at one of our shows. How should I respond?

**A:** Unless you have been given the authority to speak about this topic on behalf of Live Nation Entertainment, you should refer the reporter to Corporate Communications.

**Q:** I just found out that someone hacked into my computer and accessed files with customer information. What do I do?

**Take Action:** If you suspect that personal information has been used or disclosed inappropriately or that a data security breach has occurred, immediately call the LNE Data Incident Response Line, complete the Data Incident Report Form on the intranet or e-mail [LNEincidentresponse@livenation.com](mailto:LNEincidentresponse@livenation.com). They will take appropriate action and manage applicable notifications or other obligations relating to data security incidents or unauthorized disclosures of personal information.

**Q:** We are about to announce a new festival and want to get the word out. We have engaged a marketing vendor who has a list of e-mail addresses of fans we think would be interested. Can we use the list for our marketing campaign?

**A:** Maybe. It depends on the applicable legal requirements. Most countries have rules about whether and how e-mail addresses can be collected, whether and what type of consent is needed from customers to receive e-mail, and when and how you can use e-mails for marketing purposes. If you are unsure, contact [privacy@livenation.com](mailto:privacy@livenation.com) if you work in North America or [INTLdatagovernance@livenation.co.uk](mailto:INTLdatagovernance@livenation.co.uk).

**Q:** Sometimes I post things that happen at work or at the concert I recently attended on my personal blog—is that a problem?

**A:** It depends. Remember, you are personally responsible for any company-related content that you publish online. Always think before you post or hit the “send” button and follow the rules for careful communications and other requirements set forth in our Acceptable Use Policy. If you are unsure, contact [privacy@livenation.com](mailto:privacy@livenation.com) if you work in North America or [INTLdatagovernance@livenation.co.uk](mailto:INTLdatagovernance@livenation.co.uk).

## Equal Employment Opportunity and Anti-Harassment

We are committed to providing equal employment opportunities for all our employees and will not tolerate any speech or conduct that is intended to, or has the effect of, discriminating against or harassing any applicant or employee because of his or her race, color, religion, sex (including gender identity, pregnancy, childbirth or related medical conditions), national origin, age, physical or mental disability, medical condition, sexual orientation, marital status, veteran status, genetic information or any other characteristic protected by law. We will not tolerate discrimination or harassment by anyone – managers, supervisors, co-workers, vendors or our customers. This policy extends to every phase of the employment process, including: recruiting, hiring, training, promotion, compensation, benefits, transfers, discipline and termination, layoffs, recalls, and company-sponsored educational, social and recreational programs, as applicable. If you observe conduct that you believe is discriminatory or harassing, or if you feel you have been the victim of discrimination or harassment, you should notify your immediate supervisor, your Human Resources Representative or the Employee Service Line immediately.

Not only do we forbid unlawful discrimination, we take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex (including gender identity, pregnancy, childbirth or related medical conditions), national origin, age, physical or mental disability, medical condition, sexual orientation, marital status, veteran status, genetic information or any other characteristic protected by law.

The Human Resources Department has been assigned specific responsibilities for implementing and monitoring affirmative action and other equal opportunity programs. One of the tenets of this code, however, is that all employees are accountable for promoting equal opportunity practices within our company. We must do this not just because it is the law, but because it is the right thing to do.

For more information concerning our anti-discrimination and anti-harassment policies, you should refer to our Employee Handbook (or other applicable Employee Handbook in your area). We will not retaliate against any employee for filing a good faith complaint under our anti-discrimination and anti-harassment policies or for cooperating in an investigation and will not tolerate or permit retaliation by management, employees or co-workers. To the fullest extent possible, the company will keep complaints and the terms of their resolution confidential. If an investigation confirms harassment or discrimination has occurred, the company will take corrective action against the offending individual, including discipline up to and including immediate termination of employment, as appropriate.

**Q:** I recently applied for a job in another division and believe I was not selected because I'm a woman. What should I do?

**A:** Please know that Live Nation Entertainment requires that employment decisions be made without regard to a person's sex or gender identity. Please contact Human Resources or any of the other reporting avenues immediately.

## Health, Safety and the Environment

We are committed to providing safe and healthy working conditions by following all occupational health and safety laws governing our activities.

We believe that management and each and every employee have a shared responsibility in the promotion of health and safety in the workplace. You should follow all safety laws and regulations, as well as company safety policies and procedures. You should immediately report any accident, injury or unsafe equipment, practices or conditions to your immediate supervisor.

You also have an obligation to carry out company activities in ways that preserve and promote a clean, safe and healthy environment. You must strictly comply with the letter and spirit of applicable environmental laws and the public policies they represent.

The consequences of failing to adhere to environmental laws and policies can be serious. Our company, as well as individuals, may be liable not only for the costs of cleaning up pollution, but also for significant civil and criminal penalties. You should make every effort to prevent violations from occurring and report any violations to your immediate supervisor, our General Counsel or the Risk Management Department.

## Accuracy of Company Records

All information you record or report on our behalf, whether for our purposes or for third parties, must be done accurately and honestly. All of our records (including accounts and financial statements) must be maintained in reasonable and appropriate detail, must be kept in a timely fashion, must be stored in an appropriately confidential and secure manner and must appropriately reflect our transactions. Falsifying records or keeping unrecorded funds and assets is a severe offense and may result in prosecution or loss of employment. When a payment is made, it can only be used for the purpose spelled out in the supporting document.

Information derived from our records is provided to our shareholders and investors, as well as government agencies. Thus, our accounting records must conform not only to our internal control and disclosure procedures but also to generally accepted accounting principles and other laws and regulations, such as those of the Internal Revenue Service or applicable taxing authority and the U.S. Securities and Exchange Commission. Our public communications and the reports we file with the U.S. Securities and Exchange Commission and other government agencies should contain information that is full, fair, accurate, timely and understandable in light of the circumstances surrounding disclosure.

Our internal and external auditing functions help ensure that our financial books, records and accounts are accurate. Therefore, you should provide our accounting department, internal auditing staff, audit committee and independent public accountants with all pertinent information that they may request. We encourage open lines of communication with our audit committee, accountants and auditors and require that all our personnel cooperate with them to the maximum extent possible. It is unlawful for you to fraudulently influence, induce, coerce, manipulate or mislead our independent public accountants for the purpose of making our financial statements misleading.

If you are unsure about the accounting treatment of a transaction, believe that a transaction has been improperly recorded or otherwise have a concern or complaint regarding an accounting matter, our internal accounting controls, an audit matter or fraud concern, you should confer with your immediate supervisor, the controller associated with your business unit or our Chief Financial Officer, or you may report your concern to our Business Integrity Reporting Process. Any reports made through this process are transmitted directly to both our General Counsel and the Head of our Internal Audit Department, and those involving accounting, auditing or internal auditing controls will be reviewed under the direction of the audit committee of our Board of Directors. If you report via this process, you may, where allowed by local law, report anonymously if you wish, although we encourage you to leave a detailed message that will permit us to thoroughly investigate your concerns.

**Q:** I believe a team member made a false statement to Live Nation's internal audit team and independent auditors. What should I do?

**Take Action:** Report the matter immediately to the Business Integrity Hotline or to our Chief Financial Officer.

## **Record Retention**

Our records should be retained or discarded in accordance with our record retention policies and all applicable laws and regulations. From time to time, we are involved in legal proceedings that may require us to make some of our records available to third parties. Legal counsel will assist us in releasing appropriate information to third parties and provide you (or your immediate supervisor) with specific instructions. It is a crime to alter, destroy, modify or conceal documentation or other objects that are relevant to a government investigation or otherwise obstruct, influence or impede an official proceeding. The law applies equally to all of our records, including formal reports as well as informal data such as e-mail, expense reports and internal memos. If the existence of a subpoena or a pending government investigation is known or reported to you, you should immediately contact your Legal Department and you must retain all records that may pertain to the investigation or be responsive to the subpoena.

## **Administration of the Code**

### **Distribution**

All of our directors, officers, employees and workers will receive a copy of this code when they join our company. Updates of the code will be distributed to all directors, officers and employees and are available on the company's intranet.

### **Role of Supervisors and Officers**

Supervisors and officers have important roles under this code and are expected to demonstrate their personal commitment to this code by fostering a workplace environment that promotes compliance with the code and by ensuring that employees under their supervision participate in our company's compliance training programs.

### **Reporting Violations**

All employees are obliged to report violations of this code or the law and to cooperate in any investigations into such violations. We prefer that you give your identity when reporting violations, to allow the company to contact you in the event further information is needed to pursue an investigation, and your identity will be maintained in confidence to the extent practicable under the circumstances and consistent with enforcing this code. However, you may anonymously report violations, where allowable by law.

### **Investigations**

We will initiate a prompt investigation following any credible indication that a breach of law or this code may have occurred. We will also initiate appropriate corrective action as we deem necessary, which may include notifying appropriate authorities. For more information about our procedures in dealing with violations or suspected violations of this code, you should refer to our Employee Handbook.

### **Disciplinary Action**

If you violate any provision of this code, you may be subject to disciplinary action, up to and including termination. Please be aware that we may seek civil remedies from you and if your violation results in monetary loss to us, you may be required to reimburse us for that loss. If you are involved in a violation, the fact that you reported the violation, together with the degree of cooperation displayed by you and whether the violation is intentional or unintentional, will be given consideration in our investigation and any resulting disciplinary action.

## **No Retaliation**

We will not retaliate against anyone who, in good faith, notifies us of a possible violation of law or this code, nor will we tolerate any harassment or intimidation of any employee who reports a suspected violation. In addition, there are governmental “whistleblower” laws that are designed to protect employees from discrimination or harassment for providing information to us or governmental authorities, under certain circumstances, with respect to certain laws such as those governing workplace safety, the environment, securities fraud and federal law relating to fraud against shareholders.

## **Approvals**

Approvals required under this code should be documented.

## **Waivers**

Any request for a waiver of this code must be submitted in writing to our General Counsel who has authority to decide whether to grant a waiver. However, a waiver of any provision of this code for a director or an executive officer must be approved by our Board of Directors or its designated committee and will be promptly disclosed to the extent required by law or regulation.

## **Certifications**

All new employees (and, periodically, existing employees) must affirmatively acknowledge that they have read and understand this code. However, failure to read or acknowledge the code does not excuse you from complying with this code.

## **Non-retaliation Policy for Employees Who Report Violations of Law**

We are committed to providing a workplace conducive to open discussion of our business practices. It is our policy to comply with all applicable laws that protect employees against unlawful discrimination or retaliation by their employer as a result of their lawfully reporting information regarding, or their participating in, investigations involving corporate fraud or other violations by us or our agents of federal or state law. Specifically, our policy prevents you from being subject to disciplinary or retaliatory action by us or any of our employees or agents as a result of your complaint about corporate fraud (such as falsifying financial records, providing false information to shareholders, and hiding or stealing corporate assets) to any of the following:

- a federal regulatory or law enforcement agency
- a member or committee of Congress
- your supervisor
- your Head of Human Resources
- our Employee Service Line
- your Human Resources Representative or our corporate Human Resources Department
- our Business Integrity Reporting Process
- our Head of Internal Audit
- our Chief Financial Officer
- our General Counsel or our Legal Department

You are also protected from retaliation due to your assisting in any investigation of any alleged violation or participating in any lawsuit arising from a complaint or investigation. However, if you file reports or provide evidence which you know to be false or where you do not have a reasonable belief in the truth and accuracy of such information, you will not be protected by the above policy statement and may be subject to disciplinary action, up to and including termination of your employment.

Your Head of Human Resources (or local equivalent) is responsible for administering this Non-retaliation Policy for Employees Who Report Violations of Law. Your Head of Human Resources is responsible for receiving, collecting, reviewing, processing and resolving concerns and reports by employees and others on the matters described above and other similar matters. You are encouraged to discuss issues and concerns of the type covered by this policy with your immediate supervisor, who is in turn responsible for informing your Head of Human Resources of any concerns raised. If you prefer not to discuss these sensitive matters with your immediate supervisor, you may instead discuss such matters

directly with the corporate Human Resources Department through the Employee Service Line. Your Head of Human Resources will refer complaints submitted, as he or she determines to be appropriate or as required under the directives of our Board of Directors, to our Board of Directors or its designated committee.

If you believe you have been subjected to any action that violates this policy, you may file a complaint with your immediate supervisor, your Human Resources Representative or the Employee Service Line. If it is determined that you have experienced any improper employment action in violation of this policy, you will be entitled to appropriate corrective action.

#### **Description of Responsibilities for your Head of Human Resources**

We have appointed your Head of Human Resources as the individual who is responsible for administering our Non-retaliation Policy for Employees Who Report Violations of Law. Your Head of Human Resources will report directly to the audit committee of our Board of Directors on matters arising under this policy.

Your Head of Human Resources' responsibilities under this policy include:

- Administering, implementing and overseeing ongoing compliance under the policy across all geographic regions.
- Establishing and administering procedures to assure that employee complaints will be collected, reviewed promptly, resolved in an appropriate manner and retained.
- Making his or her staff available to discuss with employees any complaints raised or reports filed.
- Administering and overseeing our training and educational programs designed to ensure that our employees with supervisory authority with respect to other employees, or who are otherwise involved in the administration of our policies, are aware of this policy, know to involve your Head of Human Resources in any matters that may arise involving this policy (including informing your Head of Human Resources of every complaint that arises) and are trained in the proper handling of employee complaints covered by this policy.

## Subsidiaries of Live Nation Entertainment, Inc.

<u>Domestic</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
24 Artist Management, LLC	Delaware
6021 Hollywood Operating Company, LLC	Delaware
Artist Nation Holdings Corp.	Delaware
Artist Nation Management, Inc.	Delaware
Assembly Room Studios, LLC	Delaware
Axis Brazil, LLC	Virginia
Axis Nation, LLC	Virginia
Bamboozle Festival, LLC	Delaware
Baron Global, Inc.	Delaware
BigChampagne, LLC	Delaware
Bill Graham Enterprises, Inc.	California
Blueprint Artist Management, LLC	Delaware
Boom Management, LLC	Delaware
C3 Booking, LLC	Texas
C3 Presents, LLC	Texas
C3PEmo's, LLC	Texas
Caring & Daring, LLC	Delaware
Career Artist Management LLC	Delaware
Cellar Door Venues, Inc.	Florida
Cobb's Comedy, Inc.	California
Connecticut Amphitheater Development Corporation	Connecticut
Connecticut Performing Arts Partners	Connecticut
Connecticut Performing Arts, Inc.	Connecticut
Country Music Holding Company, LLC	Delaware
Country Nation, LLC	Delaware
Country Nation - Chicago, LLC	Delaware
Country Nation - DE, LLC	Delaware
Crossroads Presents, LLC	Delaware
Danceologist, Inc.	Delaware
Diamond Theory Media, LLC	Delaware
Diversified Production Services, LLC	Delaware
Do617 LLC	Delaware
Eagles Personal Management Company	California
EDC The Movie, LLC	Delaware
Eight Ball Pricing Solutions, LLC	Delaware
Electric Forest, LLC	Delaware
Evening Star Productions, Inc.	Arizona
Event Merchandising, Inc.	California
EXMO, Inc.	Delaware
F and F Concessions, Inc.	Illinois
Faculty Management, LLC	Delaware
Faculty Productions, LLC	Delaware
Festival Holdings, L.L.C.	Virginia

<u>Domestic</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
FG AcquisitionCo, LLC	Delaware
Fillmore Theatrical Services	California
FPSF Holdings, LLC	Delaware
Front Gate Holdings, LLC	Delaware
Front Gate Ticketing Solutions, LLC	Delaware
G-Major Management LLC	Delaware
Gellman Management LLC	Delaware
Guyo Entertainment, Inc.	California
Hard Events LLC	California
HOB Ace of Spades Corp	Delaware
HOB Boardwalk, Inc.	Delaware
HOB Chicago, Inc.	Delaware
HOB Entertainment, LLC	Virginia
HOB Grand Rapids, LLC	Delaware
HOB Marina City Partners, L.P.	Delaware
HOB Marina City, Inc.	Delaware
HOB Punch Line Penn Corp.	Delaware
HOB Punch Line S.F. Corp.	Delaware
Host VIP, LLC	Delaware
House of Blues Anaheim Restaurant Corp.	Delaware
House of Blues Cleveland, LLC	Delaware
House of Blues Concerts, Inc.	California
House of Blues Dallas Restaurant Corp.	Delaware
House of Blues Houston Restaurant Corp.	Delaware
House of Blues Las Vegas Restaurant Corp.	Delaware
House of Blues Los Angeles Restaurant Corp.	Delaware
House of Blues Myrtle Beach Restaurant Corp.	Delaware
House of Blues New Orleans Restaurant Corp.	Delaware
House of Blues Orlando Restaurant Corp.	Delaware
House of Blues Restaurant Holding Corp.	Delaware
House of Blues San Diego Restaurant Corp.	Delaware
House of Blues San Diego, LLC	Delaware
Hungry, Thirsty, Crazy, and Lucky, LLC	Texas
IAC Partner Marketing, Inc.	Delaware
Insomniac Holdings, LLC	Delaware
Insomniac Records, LLC	Delaware
Laffitte Management Group LLC	Delaware
Lansdowne Boston Restaurant, LLC	Delaware
Live Nation – Haymon Ventures, LLC	Delaware
Live Nation Bogart, LLC	Delaware
Live Nation Chicago, Inc.	Delaware
Live Nation Concerts, Inc.	Delaware
Live Nation LGTours (USA), LLC	Delaware
Live Nation Marketing, Inc.	Delaware
Live Nation Merchandise, Inc.	Delaware

<u>Domestic</u>	<u>State or Jurisdiction of Incorporation or Organization</u>
Live Nation Mid-Atlantic, Inc.	Pennsylvania
Live Nation MTours (USA), Inc.	Delaware
Live Nation Paradise, LLC	Delaware
Live Nation Studios, LLC	Delaware
Live Nation Ticketing, LLC	Delaware
Live Nation Touring (USA), Inc.	Delaware
Live Nation UshTours (USA), LLC	Delaware
Live Nation UTours (USA), Inc.	Delaware
Live Nation Ventures, Inc.	Delaware
Live Nation Worldwide, Inc.	Delaware
LN Acquisition Holdco LLC	Delaware
LN-HS Concerts, LLC	Delaware
Lollapalooza, LLC	Delaware
Marcy Musik LLC	New York
MBA Artist Management Company, LLC	Delaware
MIA Festival Holdings, LLC	Delaware
Michigan Licenses, LLC	Delaware
Mick Artists Management LLC	Delaware
Microflex 2001 LLC	Delaware
MobHill, LLC	Texas
New Era Farms, LLC	Virginia
New Era Farms II, LLC	Virginia
New York Theater, LLC	Delaware
NOC, Inc.	Connecticut
Philymack Management, LLC	Delaware
Philymack Productions, LLC	Delaware
Premium Inventory, Inc.	Delaware
Production Staffing Group, LLC	Delaware
ReignDeer Entertainment Corp	California
ReignDeer Investments, LLC	Delaware
ROC Nation LLC	Delaware
Roc Nation Management, LLC	Delaware
Roc Nation Publishing, LLC	Delaware
Roc Nation Records, LLC	Delaware
Roc Nation Sports, LLC	Delaware
Roc Nation Sports - Roc Nation Boxing, LLC	Delaware
Scheme Engine, LLC	Delaware
Scream Nation, LLC	Delaware
SFX Financial Advisory Management Enterprises, Inc.	Delaware
Shaky Boots Fest LLC	Georgia
Shaky Festivals Holdings, LLC	Delaware
Shaky Knees Fest LLC	Georgia
Shoreline Amphitheatre, Ltd.	California
SME Entertainment Group LLC	Delaware
Spalding Entertainment, LLC	Tennessee
Star Hill Presents Kansas, LLC	Virginia

<b><u>Domestic</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
StarRoc LLC	Delaware
The V.I.P. Tour Company	Delaware
Three Six Zero Group, Inc.	California
Ticketmaster Advance Tickets, L.L.C.	Colorado
Ticketmaster China Ventures, L.L.C.	Delaware
Ticketmaster EDCS LLC	Delaware
Ticketmaster L.L.C.	Virginia
Ticketmaster New Ventures Holdings, Inc.	Delaware
Ticketmaster Pacific Acquisitions, Inc.	Delaware
Ticketmaster-Indiana, L.L.C.	Delaware
TicketsNow.com, Inc.	Illinois
Ticketstoday, LLC	Virginia
Ticketweb, LLC	Delaware
TM Vista Inc.	Virginia
TNA Tour II (USA) Inc.	Delaware
TNOW Entertainment Group, Inc.	Illinois
TOMG, LLC	Delaware
TSZ Entertainment, LLC	California
Two Toasters, LLC	North Carolina
Universe Collaborative Lifestyle, Inc.	Delaware
Vector I, Inc.	Tennessee
Vector Management LLC	Delaware
Vector West LLC	Delaware
Voodoo Music Experience, LLC	Louisiana
Wiltern Renaissance LLC	Delaware
Yourtrove, Inc.	Delaware
<b><u>International</u></b>	
B.D.O. Presents Pty Ltd	Australia
Live Nation Australasia Pty Ltd	Australia
Live Nation Holdings Australasia Pty Ltd	Australia
LN Oldco Pty Ltd	Australia
Mixitup Australia Pty Ltd	Australia
Show Tickets Australia Pty Ltd	Australia
T Shirt Printers Pty Limited	Australia
Ticketmaster Australasia Pty Ltd	Australia
TSP Merchandising Pty Ltd	Australia
Live Nation Austria GmbH	Austria
GMM Festival bvba	Belgium
Live Nation Belgium Holdings bvba	Belgium
Live Nation bvba	Belgium
Live Nation Festivals N.V.	Belgium
Ticketmaster Belgium N.V.	Belgium
Live Nation Brasil Entretenimento Ltda.	Brazil
Front Gate Ticketing Solutions Canada, Ltd.	Canada
Live Nation Canada, Inc.	Canada

<b><u>International</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
Live Nation Ontario Concerts GP, Inc.	Canada
Live Nation Ontario Concerts, L.P.	Canada
Live Nation Touring (Canada), Inc.	Canada
Reseau Admission ULC	Canada
Ticketmaster Canada LP	Canada
Ticketmaster Canada ULC	Canada
Ticketmaster Canada Holdings ULC	Canada
Universe Collaborative Lifestyle Inc.	Canada
Ticketmaster Cayman Finance Company Ltd.	Cayman Islands
Ticketmaster Middle East Limited	Cayman Islands
Live Nation Chile SpA	Chile
Beijing Gehua Live Nation Entertainment and Sports Company Ltd	China
Live Nation Czech Republic Sro	Czech Republic
BILLETnet A/S	Denmark
Danish Venue Enterprise A/S	Denmark
Live Nation Denmark Aps	Denmark
Live Nation Denmark Management Holding Aps	Denmark
Academy Music Fund Limited	England & Wales
Academy Music Group Limited	England & Wales
Academy Music Holdings Ltd	England & Wales
ANDpress Limited	England & Wales
Angel Festivals Limited	England & Wales
Angel Venues Limited	England & Wales
ANM2 Limited	England & Wales
Apollo Leisure Group Limited	England & Wales
Arena Island Limited	England & Wales
Artist Nation Management Limited	England & Wales
Big Chill Republic Limited	England & Wales
C I (Events) Limited	England & Wales
Cream Events Limited	England & Wales
Cream Holdings Limited	England & Wales
Cream Liverpool Limited	England & Wales
De-lux Merchandise Company Limited	England & Wales
Electricland Limited	England & Wales
FC 1031 Limited	England & Wales
Festival Republic Limited	England & Wales
Finlaw 279 Limited	England & Wales
Full Circle Live Limited	England & Wales
Gafrus Limited	England & Wales
GetMeIn! Ltd	England & Wales
Globalgathering Group Limited	England & Wales
HNOE Limited	England & Wales
Juno Newco Limited	England & Wales
Live Connection Music Limited	England & Wales
Live Nation (Music) UK Limited	England & Wales
Live Nation (Theatrical) UK Limited	England & Wales

<b><u>International</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
Live Nation Limited	England & Wales
Live Nation Merchandise Limited	England & Wales
LN-Gaiety Holdings Limited	England & Wales
Lollibop Festival Limited	England & Wales
Lovebox Festivals Limited	England & Wales
MAMA & Company Limited	England & Wales
MAMA & Company Services Limited	England & Wales
MAMA Brand Partnership Limited	England & Wales
MAMA Festivals Limited	England & Wales
MAMA New Music Limited	England & Wales
MAMA New Music Two Limited	England & Wales
Maztec Limited	England & Wales
Maztecrose Holdings Limited	England & Wales
Mean Fiddler Group Limited	England & Wales
Midland Concert Promotions Group Limited	England & Wales
Plan B Management Limited	England & Wales
Pollination Music Limited	England & Wales
Quest Management (UK) Limited	England & Wales
Quietus Management Limited	England & Wales
Reading Festival Limited	England & Wales
Roc Nation UK limited	England & Wales
Roctronix Limited	England & Wales
Roseclaim Limited	England & Wales
Seatwave Limited	England & Wales
Showsec International Limited	England & Wales
Sotto Voce Limited	England & Wales
Sotto Voce Music Publishing Limited	England & Wales
the17 Limited	England & Wales
Three Six Zero Grp Limited	England & Wales
Three Six Zero Music Publishing Limited	England & Wales
Ticket Web (UK) Limited	England & Wales
Ticketflask Limited	England & Wales
Ticketmaster Europe Holdco Limited	England & Wales
Ticketmaster UK Limited	England & Wales
Timbre Digital Limited	England & Wales
TM Number One Limited	England & Wales
TSZMP ASCAP Limited	England & Wales
TSZMP BMI Limited	England & Wales
Wilderness Ventures Limited	England & Wales
Live Nation Baltics OU	Estonia
Live Nation Estonia OU	Estonia
Events Club Oy	Finland
Full Production Oy	Finland
Lippupalvelu Oy	Finland
Live Nation Finland Oy	Finland
Live Lab	France

<b><u>International</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
Live Nation France	France
Live Nation France Festivals	France
Live Nation SAS	France
LNE France Holdings SAS	France
Ticketnet	France
Berlin Festival GmbH & Co. KG	Germany
BF Berlin Festival Verwaltungs-GmbH	Germany
Live Nation Germany Oldco GmbH	Germany
Live Nation GmbH	Germany
Lollapalooza GmbH	Germany
Seatwave Deutschland GmbH	Germany
Ticketmaster Deutschland Holding GmbH	Germany
Ticketmaster GmbH	Germany
Live Nation (HK) Limited	Hong Kong
Live Nation Marketing Partnerships Asia Limited	Hong Kong
Ticketmaster Entertainment China Holding Co. Limited	Hong Kong
Live Nation Central & Eastern Europe Kft	Hungary
PT Live Nation Indonesia	Indonesia
Amphitheatre Ireland Limited	Ireland
EP Festivals Limited	Ireland
EP Republic Limited	Ireland
Festival Republic Dublin Limited	Ireland
Live Nation Ireland Holdings Limited	Ireland
Live Nation Ireland Limited	Ireland
Point Presentations Limited	Ireland
Principle Management Limited	Ireland
The Ticket Shop	Ireland
Ticketline	Ireland
Ticket Shop Holdings (IOM)	Isle of Man
Ticket Shop One (IOM) Limited	Isle of Man
Ticket Shop Two (IOM) Limited	Isle of Man
Get Live 2 Srl	Italy
Live Nation 2 Srl	Italy
Live Nation Italia Srl	Italy
Parcolimpico Srl	Italy
Live Nation Japan GK	Japan
UAB Live Nation Lietuva	Lithuania
Live Nation Luxembourg Holdco 1 S.à.r.l.	Luxembourg
Live Nation Luxembourg Holdco 2 S.à.r.l.	Luxembourg
Ticketmaster New Ventures S. de R.I. de C.V.	Mexico
Amsterdam Music Dome Exploitatie BV	Netherlands
Holland Event Marketing B.V.	Netherlands
Live Nation Europe Holdings B.V.	Netherlands
Live Nation International Holdings B.V.	Netherlands
Live Nation Netherlands Holdings B.V.	Netherlands
Live Nation Venues (Netherlands) B.V.	Netherlands

<b><u>International</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
LYV B.V.	Netherlands
Mojo Concerts B.V.	Netherlands
Mojo Works B.V.	Netherlands
MVA Partnership C.V.	Netherlands
Noctua B.V.	Netherlands
Seatwave Nederland B.V.	Netherlands
Security Company Security B.V.	Netherlands
Straight International Security B.V.	Netherlands
The Event Support Company B.V.	Netherlands
The Security Company Utrecht Holland Holding B.V.	Netherlands
Ticketmaster B.V.	Netherlands
Evenz Limited	New Zealand
Live Nation NZ Limited	New Zealand
NZ Venue and Event Management Limited	New Zealand
Ticketmaster NZ Limited	New Zealand
QPAM Limited	New Zealand
Ticket Shop (NI) Limited	Northern Ireland
Billettsservice AS	Norway
Event og Media AS	Norway
Hove Republic AS	Norway
Live Nation Norway AS	Norway
TimeOut Agency & Concerts AS	Norway
Concert Supplies Sp. z o.o.	Poland
Live Nation Sp. z.o.o.	Poland
Music Marketing Sp. z.o.o.	Poland
Ticketmaster Poland Sp. z.o.o.	Poland
Live Nation Muzika LLC	Russia
ABC3 Limited	Scotland
Bar None Management Limited	Scotland
D.F. Concerts Limited	Scotland
King Tut's Recordings Limited	Scotland
Tecjet Limited	Scotland
Live Nation Business Consulting (Shanghai) Company Limited	Shanghai, China
Live Nation (Singapore) Pte Ltd	Singapore
Live Nation Korea Corporation	South Korea
Compania Editora de Talentos Internacionales S.A.	Spain
Live Nation Espana S.A.U.	Spain
Mean Fiddler Spain S.L.	Spain
Mediterranea Concerts SL	Spain
Seatwave Espana S.L.	Spain
Ticketmaster Iberica SLU	Spain
Ticketmaster Spain SAU	Spain
Artist och underhallningsservice i Sverige AB	Sweden
Live Nation Holding Nordic AB	Sweden
Live Nation Nordic AB	Sweden
Live Nation Sweden AB	Sweden

<b><u>International</u></b>	<b><u>State or Jurisdiction of Incorporation or Organization</u></b>
Lugerinc AB	Sweden
Neu Festival Live AB	Sweden
Ticketmaster New Ventures Holdings II AB	Sweden
Ticnet AB	Sweden
Live Nation Switzerland GmbH	Switzerland
Live Nation Taiwan Co., Ltd	Taiwan
Live Nation BEC-Tero Entertainment Co., Ltd	Thailand
Biletix Bilet Dagitim Basim ve Ticaret AS	Turkey
Biletix Sigorta Acenteligi AS	Turkey
Live Nation Middle East FZ-LLC	United Arab Emirates
Ticketmaster Middle East FZ-LLC	United Arab Emirates

## Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-190459) of Live Nation Entertainment, Inc.;
- (2) Registration Statement (Form S-8 No. 333-175139) pertaining to the 2005 Stock Incentive Plan, as amended and restated as of April 15, 2011 of Live Nation Entertainment, Inc.;
- (3) Registration Statement (Form S-3 No. 333-174397) of Live Nation Entertainment, Inc.;
- (4) Registration Statement (Form S-3 No. 333-172087) of Live Nation Entertainment, Inc.;
- (5) Registration Statement (Form S-3 No. 333-166148) of Live Nation Entertainment, Inc.;
- (6) Registration Statement (Form S-8 No. 333-164507) pertaining to the Amended and Restated Ticketmaster Entertainment, Inc. 2008 Stock and Annual Incentive Plan;
- (7) Registration Statement (Form S-8 No. 333-164494) pertaining to the Amended and Restated Live Nation, Inc. Stock Bonus Plan;
- (8) Registration Statement (Form S-8 No. 333-164302) pertaining to the 2005 Stock Incentive Plan, as Amended and Restated of Live Nation, Inc.;
- (9) Registration Statement (Form S-8 No. 333-157664) pertaining to the Employee Stock Bonus Plan of Live Nation, Inc.;
- (10) Registration Statement (Form S-8 No. 333-149901) pertaining to the Employee Stock Bonus Plan of Live Nation, Inc.; and
- (11) Registration Statement (Form S-8 No. 333-132949) pertaining to the 2005 Stock Incentive Plan of Live Nation, Inc.
- (12) Registration Statement (Form S-8 No. 333-206294) pertaining to the 2005 Stock Incentive Plan, as amended and restated as of March 19, 2015, of Live Nation Entertainment, Inc.

of our reports dated February 25, 2016, with respect to the consolidated financial statements and schedule of Live Nation Entertainment, Inc., and the effectiveness of internal control over financial reporting of Live Nation Entertainment, Inc., included in this Annual Report (Form 10-K) of Live Nation Entertainment, Inc. for the year ended December 31, 2015.

/s/ Ernst & Young LLP

Los Angeles, California  
February 25, 2016

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

**CERTIFICATION**

I, Michael Rapino, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 25, 2016

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

**CERTIFICATION**

I, Kathy Willard, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 25, 2016

By: /s/ Kathy Willard  
Kathy Willard  
Chief Financial Officer

SECTION 1350 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

In connection with this Annual Report of Live Nation Entertainment, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015 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: February 25, 2016

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.

