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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

15 JONATHAN BEER and THALIA CALO
16 GONZALEZ, individually and on behalf of
17 all others similarly situated,

18 *Plaintiffs,*

19 v.

20 FANDANGO MEDIA, LLC,

21 *Defendant.*

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Centeno ,Deputy Clerk

Case No. 25CU046749N

**CONSOLIDATED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1. Gift Card Law
2. False Advertising Law
3. Consumer Legal Remedies Act
4. Unfair Competition Law
5. Washington's Gift Certificate Law
6. Washington Consumer Protection Act
7. Credit Card Accountability Responsibility and Disclosure Act
8. Quasi-Contract/Unjust Enrichment
9. California's Unfair Competition Law
10. Quasi-Contract/Unjust Enrichment

General Jurisdiction – Civil

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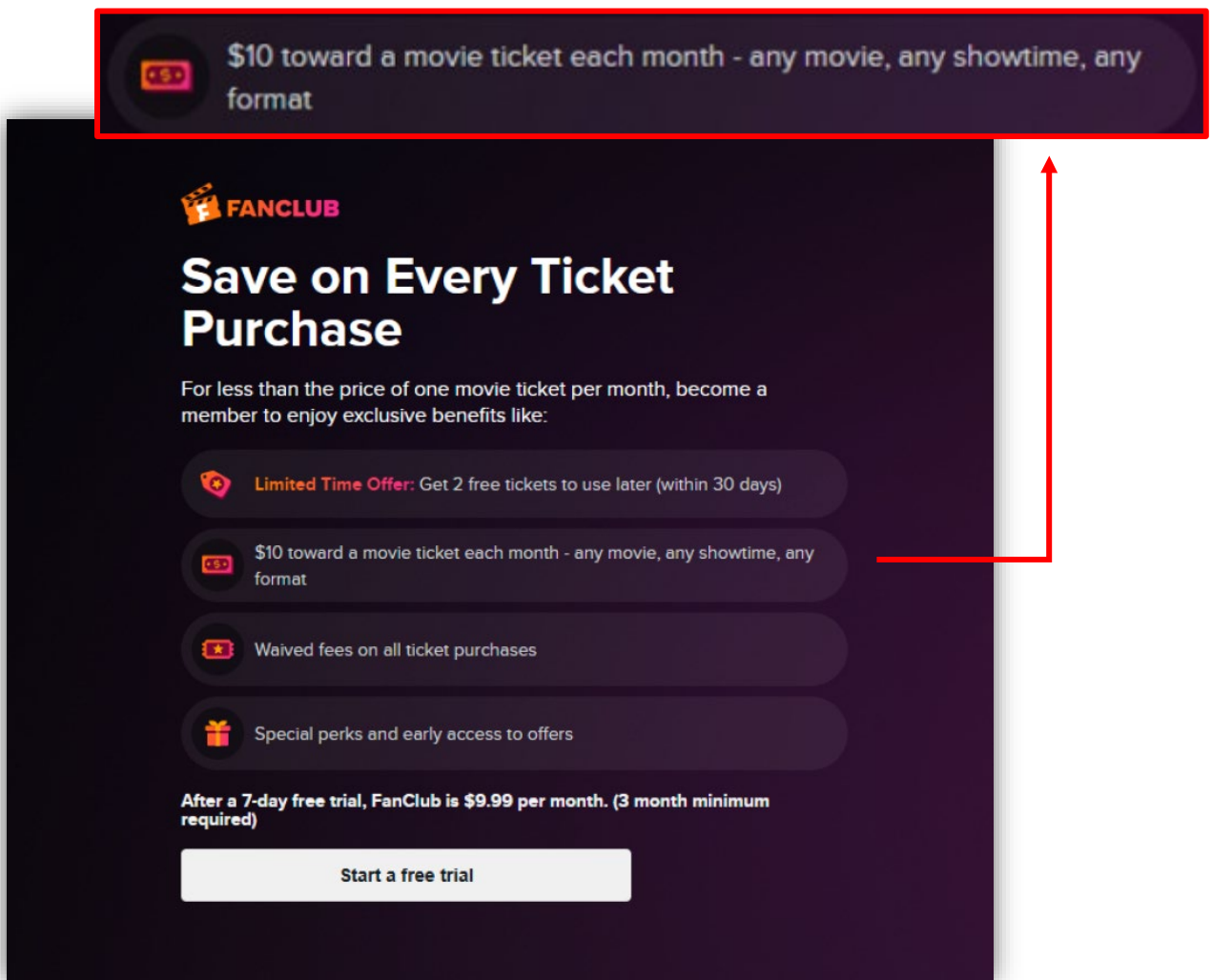
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1 **I. Introduction.**

2 **Expiring Credits**

3 1. Fandango Media, LLC (“Fandango”) sells movie tickets and streaming content. It
4 operates the Fandango website, Fandango.com, and the Fandango app, where customers can buy movie
5 tickets and stream content.

6 2. Fandango sells “Fandango FanClub” memberships. According to Fandango, a FanClub
7 membership includes “\$10 toward a movie ticket each month – any movie, any showtime, any format.”
8 For example:



Captured November 14, 2024

1 3. Fandango’s ads are misleading to reasonable consumers. Customers see these ads and
2 purchase Fandango FanClub memberships believing that they will receive these \$10 monthly credits,
3 which can be used for “any movie” at “any showtime” in the future. In truth, however, the credits expire
4 30 days after issuance. So customers cannot use the \$10 credits they receive each month for “any
5 movie” at “any showtime” in the future. They can only use them for movies playing within the next 30
6 days after the credits issue.

7 4. In addition, by selling credits that expire 30 days after they issue, Fandango violates
8 California’s Gift Card Law, Washington’s Gift Certificates Law, and the federal Credit Card
9 Accountability Responsibility and Disclosure (CARD) Act.

10 5. Plaintiff Jonathan Beer, a California consumer, purchased a FanClub membership.
11 Fandango misled him about whether his credits would expire and his credits expired in violation of
12 California’s Gift Card Law and the CARD Act.

13 6. Plaintiff Thalia Calo Gonzalez, a Washington consumer, purchased a Fandango FanClub
14 membership. Fandango misled her about whether her credits would expire and her credits expired in
15 violation of Washington’s Gift Certificates Law and the CARD Act.

16 7. Plaintiffs bring this case for consumers who purchased FanClub memberships and had
17 credits with illegal expirations.

18 **Hidden Fees**

19 8. In recent years, companies that sell goods and services have sought to boost revenues by
20 adding junk fees. As the White House has noted, “consumers are paying billions of dollars a year in
21 unnecessary, unavoidable, or surprise charges that inflate prices while adding little to no value. These
22 junk fees, which are often not disclosed upfront and only revealed after a consumer has decided to buy
23 something, obscure true prices and dilute the forces of market competition that are the bedrock of the
24 U.S economy.”¹

25
26
27
28 ¹ <https://bidenwhitehouse.archives.gov/wp-content/uploads/2023/03/WH-Junk-Fees-Guide-for-States.pdf>

1 9. The Federal Trade Commission agrees. “American consumers, workers, and small
2 businesses today are swamped with junk fees that frustrate consumers, erode trust, impair comparison
3 shopping, and facilitate inflation.”²

4 10. One common example of a junk fee is the use of “drip pricing,” in which companies
5 “advertise only part of a product’s total price to lure in consumers, and do not mention other mandatory
6 charges until late in the buying process.”³ Such fees are “deceptive or unfair,” “including because they
7 are disclosed only at a later stage in the consumer’s purchasing process.”⁴ “Drip pricing interferes with
8 consumers’ ability to price-compare and manipulates them into paying fees that are either hidden
9 entirely or not presented until late in the transaction, after the consumer already has spent significant
10 time selecting and finalizing a product or service plan to purchase.”⁵

11 11. Fandango is a ticketing company that sells movie tickets online and through its mobile
12 app. On its website and in its mobile app, Fandango advertises the box office price of the tickets it sells.
13 But after consumers select the movie ticket they want to buy, pick their seats, and proceed to checkout,
14 Fandango adds an additional fee for each ticket. The fee can be expensive—sometimes increasing the
15 initial, advertised price by a third or more. And, Fandango’s failure to disclose this additional,
16 mandatory fee upfront prevents consumers from comparison shopping, because Fandango hides the fee
17 until the consumer has already committed to the checkout process. This harms consumers and
18 competition, and is unfair and illegal.

19 12. Plaintiff Jonathan Beer brings this case on behalf of himself and consumers who paid
20 convenience fees to purchase tickets from Fandango.

23 ² <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

24 ³ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at
25 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

26 ⁴ <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

27 ⁵ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at
28 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

1 **II. Parties.**

2 13. Plaintiff Jonathan Beer is domiciled in Los Angeles, California.

3 14. Plaintiff Thalia Calo Gonzalez is domiciled in Lacey, Washington.

4 15. The proposed FanClub Class (defined in § V below) includes citizens of California and
5 Washington.

6 16. The proposed Convenience Fee Class (defined in § V below) includes citizens of
7 California.

8 17. Defendant Fandango Media, LLC is a Virginia limited liability company with its
9 principal place of business at 100 Universal City Plaza, Universal City, CA 91608.

10 **III. Jurisdiction and Venue.**

11 18. The Court has personal jurisdiction over Defendant because Defendant sold Products to
12 consumers in California, including to Plaintiff Jonathan Beer.

13 19. Venue is proper because Defendant does business in this county and a substantial
14 portion of the transactions occurred in this county.

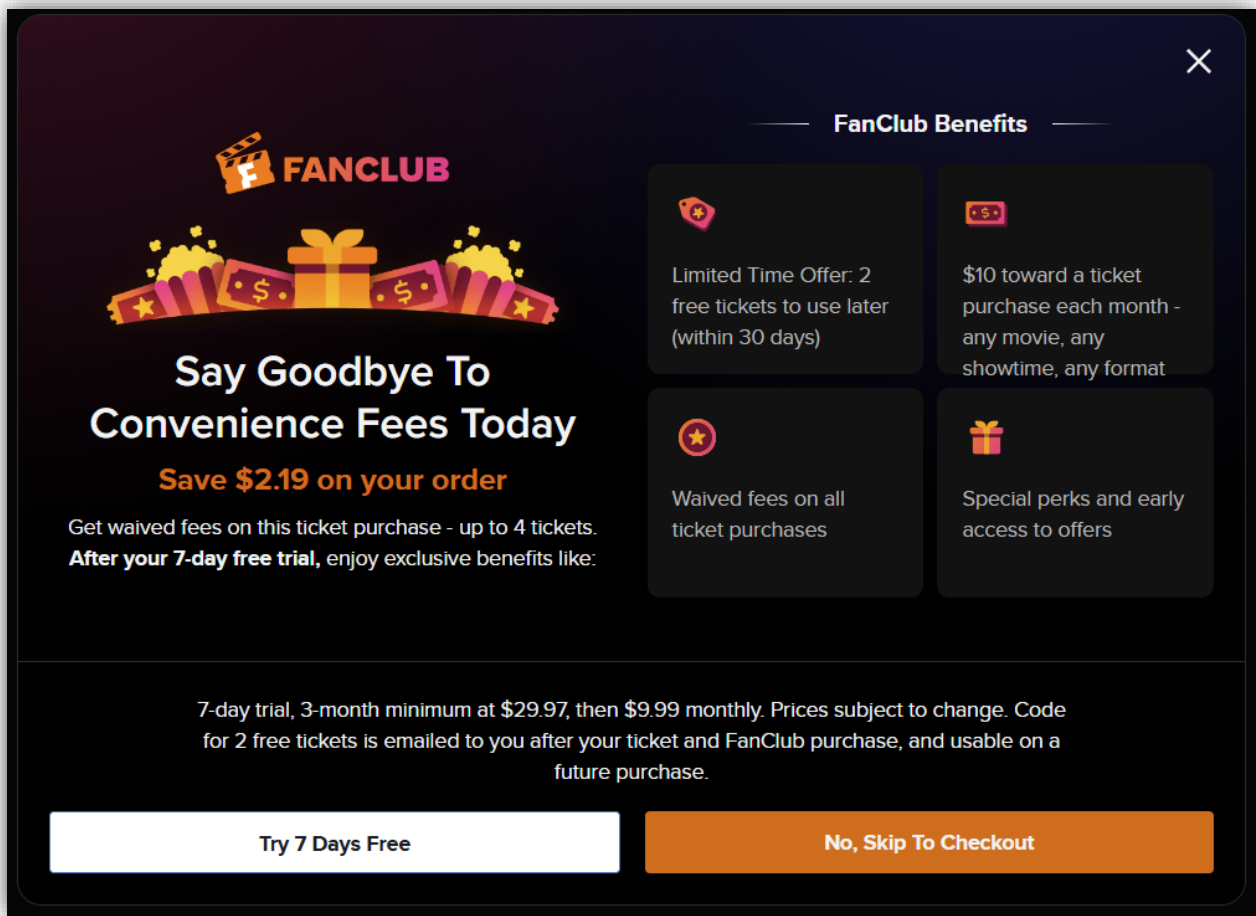
15 **IV. Facts.**

16 **Expiring Credits**

17 **A. Fandango deceptively sells FanClub movie ticket credits that expire.**

18 20. Fandango sells movie tickets online, at Fandango.com, and through its mobile app. It also
19 advertises and sells Fandango FanClub memberships (“Memberships”), both online and through the
20 mobile app. Customers who enroll in a FanClub membership receive certain benefits on ticket purchases
21 through Fandango.

22 21. Whenever a customer purchases movie tickets on Fandango, Fandango advertises the
23 benefits of Fandango FanClub memberships, and offers the customer the option to “Add FanClub to
24 Cart.” This is displayed on a pop-up window that automatically appears during the checkout process:
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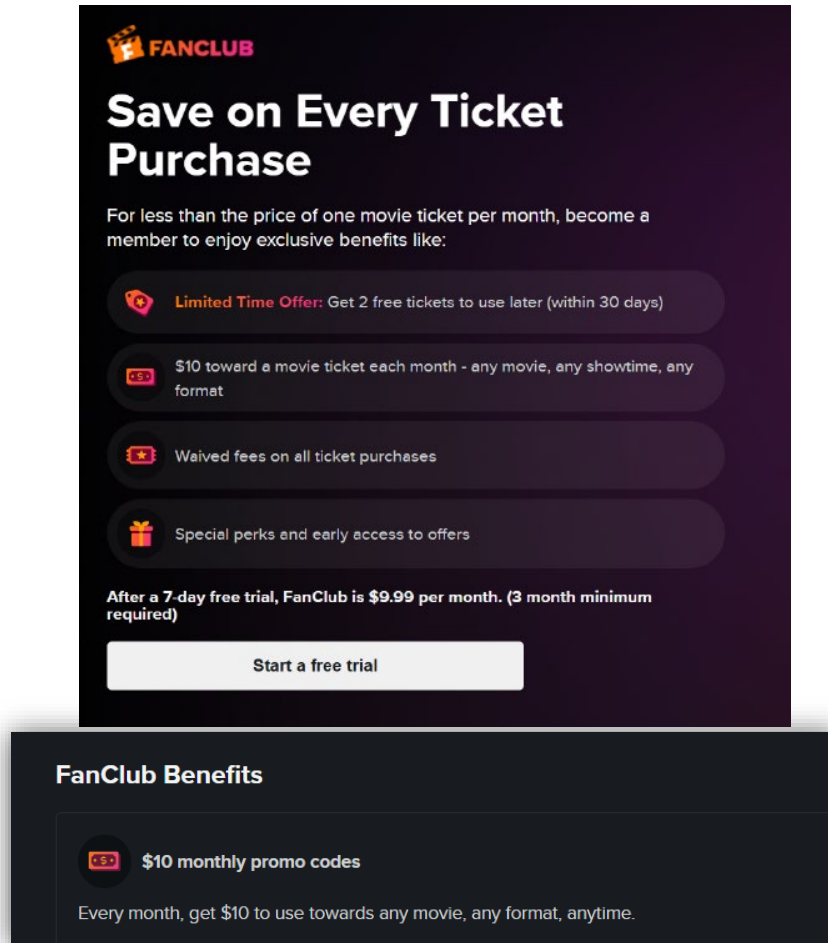
22. The popup advertises several benefits of the Fandango FanClub membership. One advertised benefit is “\$10 monthly to use toward any movie ticket each month – any movie, any showtime, any format.”

23. Based on this advertisement, consumers reasonably expect that the advertised \$10 gift certificates do not expire.

24. Fandango represents that such credits can be used for “any movie” and “any showtime.” To reasonable consumers, this suggests that the credits will not expire. And Fandango’s advertisement does not mention anything about the credits expiring (an important term that reasonable consumers would expect Fandango to make clear). Fandango confirms the reasonable understanding that the \$10 monthly credits will not expire by explaining that a different benefit (one-time 2 free tickets) will expire

1 if they are not used “within 30 days.” This leads reasonable consumers to expect that, if the \$10 credits
2 expired, Fandango would have made that clear as well.

3 25. Fandango made similar representations on its page describing FanClub benefits:⁶

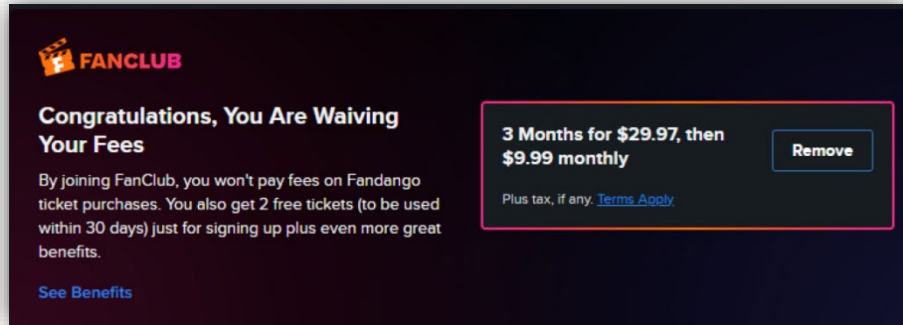


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21 26. To reasonable consumers, these statements further confirm that the credits can be used
22 for any movie at any point in the future after issuance, without expiration.

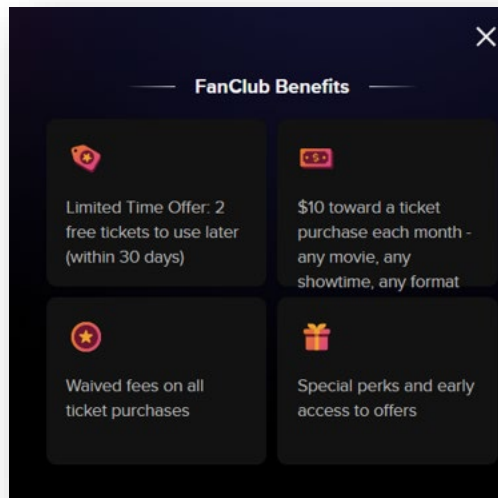
23 27. Plus, in both California and Washington, it is illegal for gift certificates to expire. While
24 reasonable consumers may not know about this specific law, as a result of the law, reasonable
25 consumers in California and Washington are not accustomed to gift certificates expiring. This
26 background experience further confirms the impression that the Fandango credits don't expire.

27
28 ⁶ Exhibit 1, <https://www.fandango.com/fanclubwww.fandango.com/fanclub> (November 2024 Internet Archive).

1 28. In truth, however, the \$10 credits expire one month after they issue. This information is
2 not easy to discover. During checkout, consumers are presented with an additional summary of FanClub
3 benefits. *See* Exhibit 2. This summary expressly mentions the 30-day expiration for the two free tickets,
4 but says nothing about expiration for the \$10 credits at issue here.



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12 29. And if consumer clicks “See Benefits,” they see the same misleading benefits
13 information shown above:



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24 30. To discover that the \$10 credits expire, a consumer has to first click on the link to the
25 “Fandango Program Terms”:

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FANCLUB

Congratulations, You Are Waiving Your Fees

By joining FanClub, you won't pay fees on Fandango ticket purchases. You also get 2 free tickets (to be used within 30 days) just for signing up plus even more great benefits.

[See Benefits](#)

3 Months for \$29.97, then \$9.99 monthly [Remove](#)

Plus tax, if any. [Terms Apply](#)

Adult	1 = \$19.49
Convenience Fee ⓘ	\$2.19
Ticket prices and fees include tax, if any.	
Waived Fee Member Benefit	-\$2.19
Fandango FanRewards Points	NOT INCLUDED
FanClub Monthly Membership	\$29.97
Total	\$49.46
	+ tax, if any

Sign up for emails from the [Fandango Media Brands](#)

By checking this box, you agree to the [FanClub Program Terms](#) and that we can save and charge your card for future purchases. Once you complete this transaction, you will be billed **\$29.97 for the first 3-months on 3/19/2025, and then \$9.99 per month starting 6/19/2025, plus any applicable taxes until you cancel.** You can [cancel](#) anytime by visiting your account page and selecting "cancel membership" prior to the start of any future billing periods to avoid future charges. The cancellation will be effective at the end of the then-current period (no refunds or credits for partial membership periods unless required by law). Any promotional offers applied as part of this purchase will be delivered to you via email once your paid membership begins.

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31. But that is not enough. The Fandango Program Terms themselves don't say anything about expiration. *See* Exhibit 3. Buried within the Program Terms, there is yet another small link to the Current Paid FanClub Member Benefits. *See id.* And on that page, the expiration term is buried among other bullets. *See* Exhibit 4.

32. This buried disclosure is insufficient to comply with consumer protection law. Fandango's advertisements are misleading to reasonable consumers.

1 **B. FanClub’s expiring credits are illegal under California law, Washington law, and**
2 **the federal CARD Act.**

3 33. In addition to being deceptive, Fandango FanClub’s expiring credits are illegal under
4 California law. Under California’s Gift Card Law, it “is unlawful...to sell a gift certificate to a purchaser
5 that contains” an “expiration date.” Cal. Civ. Code. §1749.5(a).

6 34. The FanClub credits that Fandango sells are “gift certificates.” The term “gift certificate”
7 includes “a certificate entitling the recipient to receive goods or services of a specified value from the
8 issuer.” Merriam-Webster Dictionary.⁷ Fandango’s credits here plainly meet this definition. They are a
9 certificate that entitles the recipient to receive a specified value of movie tickets (\$10) from Fandango.
10 Thus, they are gift certificates. *See, e.g., Cody v. SoulCycle Inc.*, No. CV 15-6457-GHK (JEMx), 2016
11 U.S. Dist. LEXIS 195821, at *31 (C.D. Cal. Jan. 11, 2016) (holding that SoulCycle’s Series Certificates,
12 which consumers used to attend spin classes, were gift certificates under California law). And just as any
13 movie ticket holder can share a ticket with any guest, consumers can—and do—buy tickets with
14 FanClub credits and give those tickets to family and friends.

15 35. In sum, by selling Fandango FanClub memberships that include \$10 in credits that expire
16 after a month, Fandango sells gift certificates to consumers that contain an expiration date that violates
17 California’s Gift Card Law.

18 36. Under Washington law, “it is unlawful for any person or entity to issue, or to enforce
19 against a bearer, a gift certificate that contains...an expiration date.” RCW §19.240.20. Under this
20 statute, the phrase “gift certificate” is defined to mean “an instrument evidencing a promise by the seller
21 or issuer of the record that consumer goods or services will be provided to the bearer of the record to the
22 value or credit shown in the record and includes gift cards.” RCW §19.240.010(2)(a). The “bearer” is
23 defined as any “person with a right to receive consumer goods and services under the terms of a gift
24 certificate, without regard to any fee, expiration date, or dormancy or inactivity charge.” *Id.* (3).

25 37. The FanClub credits that Fandango sells are a “gift certificate” under Washington law.
26 Each credit is an instrument evidencing a promise by Fandango to provide a movie ticket credit to the
27

28 ⁷ Accessible at <https://www.merriam-webster.com/dictionary/gift%20certificate>.

1 FanClub member. The value or credit shown is \$10. So it is illegal for FanClub credits to expire, under
2 Washington law.

3 38. Fandango’s expiring credits also violate the federal Credit Card Accountability
4 Responsibility and Disclosure Act of 2009 (“CARD Act”). The CARD Act generally prohibits the sale
5 or issuance of gift certificates or store gift cards with expiration dates of less than five years from the
6 date of issuance. *See* 15 U.S.C. § 16931–1(c). By distributing credits with only a 30-day expiration
7 period, Fandango violates this law.

8 **C. Fandango misled and injured Plaintiffs.**

9 39. On November 6, 2024, Mr. Beer purchased a 3-month Fandango FanClub membership
10 from Defendant on its website, Fandango.com. He made this purchase while living in Los Angeles,
11 California. When Mr. Beer made his purchase, the checkout page did not disclose that the credits he
12 would receive as part of his Membership would expire. Instead, the page represented that the credits
13 could be applied toward “any movie” at “any showtime.”

14 40. Mr. Beer read and relied on Defendant’s representations on Defendant’s website that he
15 would be receiving a monthly credit worth \$10. Fandango did not adequately disclose that the credit
16 would expire. Mr. Beer thus did not know that the credits would expire when he made his purchase.

17 41. Had Mr. Beer known that the credits would expire, he would not have purchased the
18 Membership, or would have paid less for the Membership. And if the credits did not expire, Mr. Beer
19 could and would have used his expired credit and would have received \$10 worth of movie tickets.

20 42. In or around January of 2025, Ms. Gonzalez purchased a Fandango FanClub membership
21 from Defendant from its website, Fandango.com. She made this purchase while living in Lacey,
22 Washington. When Ms. Gonzalez made her purchase, the checkout page did not disclose that the credits
23 she would receive as part of her Membership would expire. Instead, the page represented that the credits
24 could be applied toward “any movie” at “any showtime.”

25 43. Ms. Gonzalez read and relied on Defendant’s representations on Defendant’s website that
26 she would be receiving a monthly credit worth \$10. Ms. Gonzalez thus did not know that the credits
27 would expire when she made her purchase. And at least one of the credits did expire before Ms.
28 Gonzalez could use it. Ms. Gonzalez was thus unable to use it.

1 44. Had Ms. Gonzalez known that the credit would expire, she would not have purchased the
2 Membership, or would have paid less for the Membership. And if the credits did not expire, Ms.
3 Gonzalez could and would have used her expired credit and would have received \$10 worth of movie
4 tickets.

5 45. Plaintiffs face an imminent threat of future harm. Plaintiffs would purchase Fandango
6 FanClub memberships again if they were sure that the credits that are included as part of the
7 Membership did not expire. But without a court order forbidding Fandango from selling illegal expiring
8 credits, Plaintiffs cannot depend on Fandango honoring its credits without expiration dates, as required
9 by law.

10 46. Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are permitted to seek
11 equitable remedies in the alternative because they have no adequate remedy at law.

12 47. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements
13 of Plaintiffs' equitable claims are different and do not require the same showings as Plaintiffs' legal
14 claims. In addition, the remedies at law available to Plaintiffs are not equally prompt or otherwise
15 efficient. The need to schedule a jury trial may result in delay. And a jury trial will take longer, and be
16 more expensive, than a bench trial.

17 48. Finally, legal damages are inadequate to remedy the imminent threat of future harm that
18 Plaintiffs face. Only an injunction can remedy this threat of future harm. As explained above, Plaintiffs
19 would purchase the Fandango FanClub membership from Defendant again in the future if they could
20 feel sure that the credits that are included as part of the Membership would not expire. But without an
21 injunction, Plaintiffs cannot depend on Fandango honoring its credits without expiration dates.

1 **Hidden Fees**

2 **D. Drip pricing is unfair and illegal.**

3 49. “As more and more commerce has moved online, so too have [] manipulative design
4 practices—termed ‘dark patterns’” that “trick or manipulate users into making choices they would not
5 otherwise have made and that may cause harm.”⁸

6 50. One example of a dark pattern is drip pricing, in which companies “advertise only part of
7 a product’s total price to lure in consumers, and do not mention other mandatory charges until late in the
8 buying process.”⁹ In the ticketing space, companies advertise one price for a ticket, and then load the
9 purchase up with additional fees at the end of the checkout process. The goal of this is to conceal the
10 true cost of the ticket and prevent comparison shopping. The consumer selects and decides to purchase
11 the ticket based on a lower advertised price, but ends up paying more because of junk fees that are
12 tacked on at the end.

13 51. The Federal Trade Commission has stated that junk fees are “deceptive or unfair,”
14 “because they are disclosed only at a later stage in the consumer’s purchasing process.”¹⁰ “Drip pricing
15 interferes with consumers’ ability to price-compare and manipulates them into paying fees that are either
16 hidden entirely or not presented until late in the transaction, after the consumer already has spent
17 significant time selecting and finalizing a product or service plan to purchase.”¹¹ By then, consumers
18 have already committed to the purchase.

19 52. Drip pricing costs consumers a lot of money. For example, when buying tickets,
20 consumers rely on the initial price, spend more money, and make purchases that they otherwise would
21 not have made.¹²

23 ⁸ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at
24 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

25 ⁹ *Id.*

26 ¹⁰ <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

27 ¹¹ *Bringing Dark Patterns to Light*, FTC Staff Report, at 9 (September 2022), available at
28 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

¹² *Id.* at 9.

1 53. Drip pricing also harms consumers because it can “weaken competition by making it
2 harder for consumers to price-compare across sellers. An honest business that sets forth the total price of
3 its product at the outset will be at a significant disadvantage when compared to a seller that advertises an
4 artificially low price to draw consumers in, then adds mandatory charges late in the transaction.”¹³

5 54. Thus, the Federal Trade Commission has warned that “companies should include any
6 unavoidable and mandatory fees in the upfront, advertised price.” “Failure to do so has the potential to
7 deceive consumers in violation of the FTC Act.”¹⁴

8 55. Because drip pricing is unfair and deceptive, it is also illegal under the FTC Act. Section
9 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting
10 commerce.” And, the FTC has “federal rule-making authority to issue industry-wide regulations (Rules
11 and Guides) to deal with common unfair or deceptive practices and unfair methods of competition.”¹⁵
12 Because drip pricing is unfair and deceptive in violation of the FTC Act, the FTC has proposed specific
13 rules banning junk fees under its rulemaking authority.¹⁶

14 56. Drip pricing is also illegal under California law.

15 57. In October 2023, California Governor Newsom signed into law SB 478, which makes
16 drip pricing—namely, “[a]dvertising, displaying, or offering a price for a good or service that does not
17 include all mandatory fees or charges” other than taxes and shipping—a violation of California’s
18 Consumer Legal Remedies Act. By making drip pricing a violation of the CLRA, SB 478 made punitive
19 damages, attorneys fees, and statutory damages available to consumers who sue corporations for this
20 unfair and illegal practice.

21 58. SB 478 went into effect in July 2024. And shortly before it went into effect, Fandango
22 changed its pricing disclosures to comply with SB478’s requirements. So Mr. Beer cannot (and does
23 not) assert a claim for violating that statute in this lawsuit. But, as SB 478 expressly states, drip pricing
24 was *already* illegal under other California consumer protection statutes. “This practice, like other forms
25

26 ¹³ *Id.*

27 ¹⁴ *Id.*

28 ¹⁵ <https://www.ftc.gov/enforcement/rulemaking>

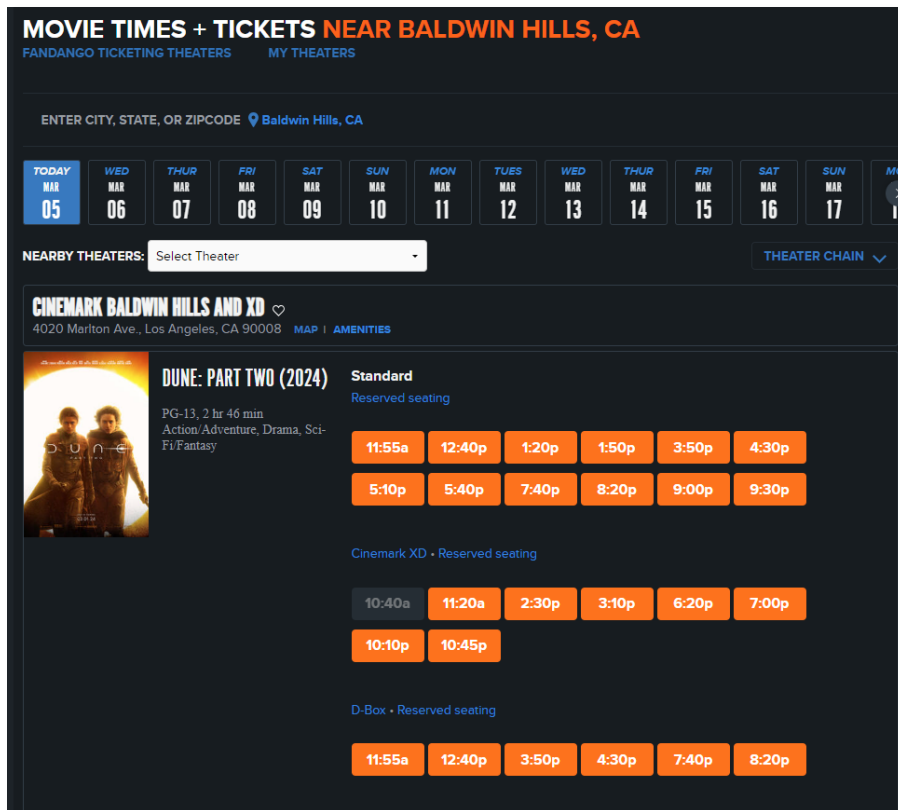
¹⁶ <https://www.federalregister.gov/documents/2023/11/09/2023-24234/trade-regulation-rule-on-unfair-or-deceptive-fees>

1 of bait and switch advertising, is prohibited by existing statutes, including the Unfair Competition Law
2 (Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions
3 Code) and the False Advertising Law (Chapter 1 (commencing with Section 17500) of Part 3 of
4 Division 7 of the Business and Professions Code).¹⁷ So, Mr. Beer brings this lawsuit, alleging
5 violations of these existing statutes, to put an end to Defendant’s unfair and illegal conduct and obtain
6 relief for consumers who, like Mr. Beer, were affected.

7 **E. Fandango’s checkout process.**

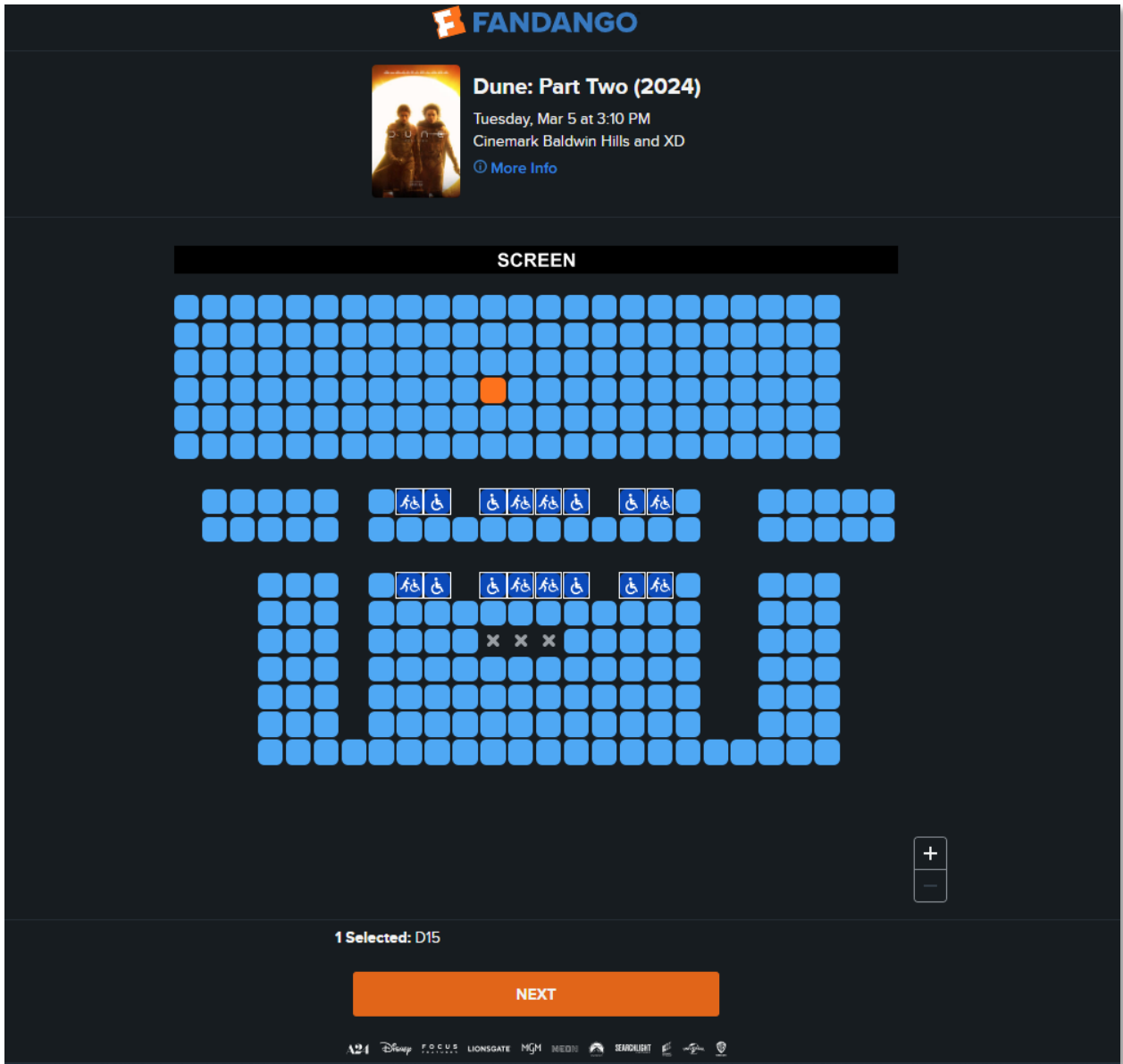
8 59. Prior to June 17, 2024, Fandango used drip pricing, and hid the true price of the ticket
9 until the purchase was almost complete.

10 60. When a consumer visited Defendant’s website, fandango.com, Fandango advertised
11 movie showtimes at theaters near them. Consumers could click the orange buttons displaying showtimes
12 to purchase tickets for that showtime, as shown here:



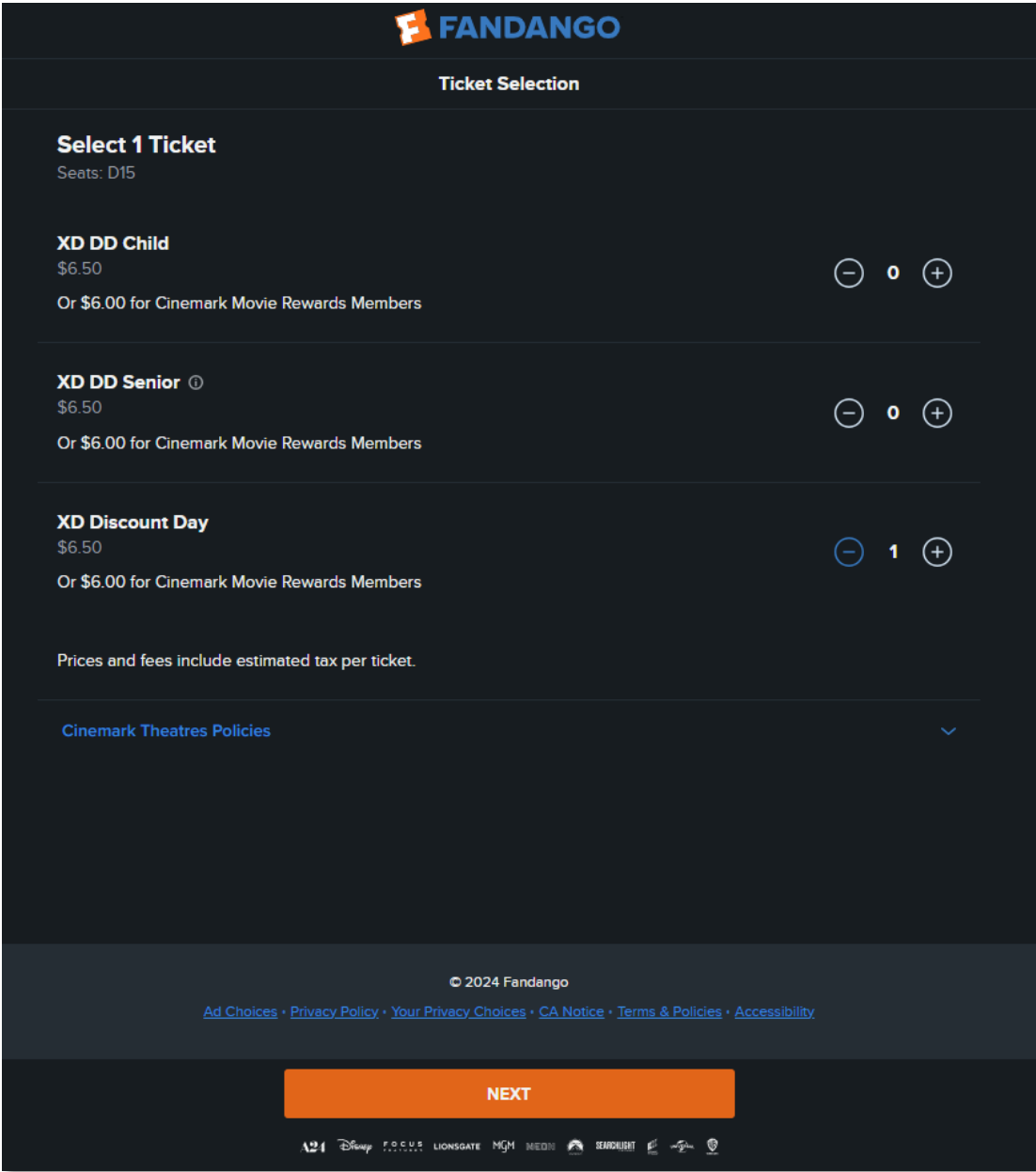
17 Consumer Legal Remedies Act: advertisements., CA S.B. 478, 2023.

1 61. After a consumer selected the showtime, they were taken to the theater seat map, which
2 allowed consumers to select their seats.

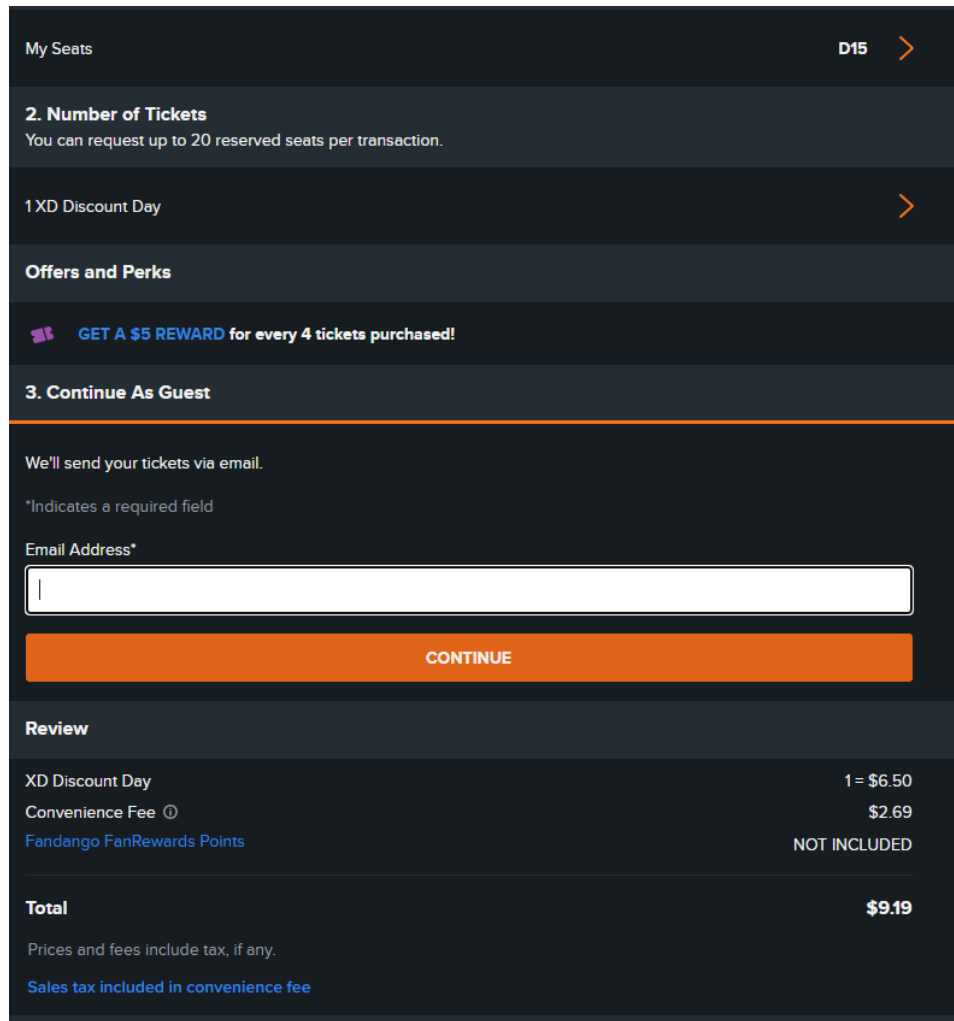


23 62. After seat selection, consumers were directed to “Review Your Tickets,” and select a
24 ticket at a particular price. At this point, Fandango displayed a price for each type of ticket. In the
25 example seen below, Fandango represented that each ticket costs \$6.50.

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63. Consumers would select tickets based on the price represented by Fandango. For example, in the figure above, a selection was made for one adult ticket at the price of \$6.50. But when the consumer moved on to the next page, the price of the ticket changed. Fandango added an additional “Convenience Fee” of \$2.69 per ticket. In the example below, this raises the ticket price from the previously advertised \$6.50, to \$9.19. The convenience fee is disclosed for the first time in this process near the end of the checkout process, in small font.



64. Because Fandango waits until near the end of the checkout process to disclose the true price, it is difficult for consumers to accurately compare prices across different movie ticket sellers. For example, the same exact tickets are available directly from the theater, or from other ticket resellers (often at lower prices). But because Fandango does not disclose its fees upfront, it is difficult for a consumer to compare prices and select the lower price. This frustrates comparison shopping, impedes competition, and leads consumers to pay more for their tickets than they otherwise would.

F. Plaintiff Jonathan Beer purchased from Fandango.

65. Before Defendant changed its pricing disclosures in June 2024, and after June 11, 2021, Mr. Beer purchased several movie tickets from Defendant while living in Los Angeles, California.

1 66. During checkout, Fandango represented that each ticket would cost a certain amount. Mr.
2 Beer believed that the tickets cost that certain amount. But near the end of the checkout, Fandango
3 added additional “Convenience Fees”, making the actual ticket price higher than the price Fandango had
4 previously represented.

5 67. Mr. Beer was harmed by paying Fandango’s illegal and unfair junk fees. If Fandango had
6 not used hidden fees, Plaintiff would have paid less for the tickets.

7 **V. Class action allegations.**

8 68. Plaintiffs Jonathan Beer and Thalia Calo Gonzalez bring claims on behalf of the
9 “FanClub Class.” Plaintiff Jonathan Beer also brings claims on behalf of the “Convenience Fee Class.”

10 69. The proposed FanClub Class includes:

- 11 • All California consumers who purchased a Fandango FanClub Membership from
12 inception of the program through April 16, 2025 (the “California Subclass” of the
13 FanClub Class); and
- 14 • All Washington consumers who purchased a Fandango FanClub Membership from
15 inception of the program through April 16, 2025 (the “Washington Subclass” of the
16 FanClub Class).

17 70. The proposed Convenience Fee Class includes all individuals who are not subject to
18 binding arbitration and who paid convenience fees to purchase tickets through Fandango to California
19 theaters between June 11, 2020, through and including June 17, 2024.

20 71. The following people are excluded from these classes: (1) any Judge or Magistrate
21 Judge presiding over this action and the members of their family; (2) Defendant, Defendant’s
22 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents
23 have a controlling interest and their current employees, officers, and directors; (3) persons who
24 properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this
25 matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs’ counsel and
26 Defendant’s counsel, and their experts and consultants; and (6) the legal representatives, successors,
27 and assigns of any such excluded persons.

1 ***Numerosity & Ascertainability***

2 72. The proposed FanClub Class and Convenience Fee Class each contain members so
3 numerous that separate joinder of each member of these classes is impractical. There are tens of
4 thousands of class members for both the FanClub Class and Convenience Fee Class.

5 73. Class members of the FanClub Class and Convenience Fee Class can be identified
6 through Defendant's sales records.

7 ***Predominance of Common Questions***

8 74. There are questions of law and fact common to these proposed classes. For the FanClub
9 Class, common questions of law and fact include, without limitation:

10 (1) whether Fandango's advertisements about its credits are deceptive to reasonable consumers
11 and violate consumer protection law;

12 (2) whether Fandango's expiring credits violate California Gift Card Law;

13 (3) whether Fandango's expiring credits violate Washington Gift Certificate Law;

14 (4) whether Fandango's expiring credits violate the federal CARD Act;

15 (5) restitution or damages needed to reasonably compensate Plaintiffs and this proposed class;
16 and

17 (6) class-wide injunctive relief necessary to prevent harm to Plaintiffs and this proposed class.

18 75. For the Convenience Fee Class, common questions of law and fact include, without
19 limitation:

20 (1) whether Fandango's drip pricing is unfair;

21 (2) whether Fandango's drip pricing is illegal under the FTC Act and California consumer
22 protection laws; and

23 (3) damages needed to reasonably compensate Plaintiffs and this proposed class.

24 ***Typicality & Adequacy***

25 76. Plaintiffs Jonathan Beer and Thalia Calo Gonzalez's claims are typical of the proposed
26 FanClub Class. Like the members of this proposed class, Plaintiffs each purchased a Fandango
27 Membership with an expiring Fandango credit. There are no conflicts of interest between Plaintiffs and
28 the proposed FanClub Class.

1 Defendant did this by selling gift cards that expire, and by making representations and omissions that
2 lead a reasonable consumer to believe that they do not expire.

3 103. Defendant violated, and continues to violate, section 1770(a)(9) of the California Civil
4 Code. Defendant violates this section by advertising that its Memberships come with credits that do not
5 expire, when in fact Defendant intends to sell credits that expire.

6 104. Defendant's representations and omissions were likely to deceive, and did deceive,
7 Plaintiff and reasonable consumers. Defendant knew, or should have known through the exercise of
8 reasonable care, that these statements and omissions were inaccurate and misleading.

9 105. Defendant's misrepresentations and omissions were intended to induce reliance, and
10 Plaintiff saw, read, and reasonably relied on them when purchasing a Fandango FanClub membership.

11 106. Defendant's misrepresentations and omissions were a substantial factor in Plaintiff's
12 purchase decision.

13 107. In addition, subclass-wide reliance can be inferred because Defendant's
14 misrepresentations were material, i.e., a reasonable consumer would consider them important in
15 deciding whether to buy the Fandango Membership.

16 108. Defendant's misrepresentations were a substantial factor and proximate cause in causing
17 damages and losses to Plaintiff and the California Subclass.

18 109. Defendant's conduct harmed Plaintiff and the California Subclass because they (a) lost
19 the ability to redeem expired credits, (b) were deprived of the full value of their purchase, (c) paid for
20 Membership benefits that were misrepresented and illegal; and/or (d) overpaid for the Memberships
21 because the Memberships are sold at a price premium due to Defendant's credits, which consumers do
22 not know will expire.

23 110. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, on behalf of
24 himself and all other members of the California Subclass, seeks injunctive relief.

25 111. CLRA §1782 Notice. On April 2, 2025, a CLRA demand letter was sent to Defendant's
26 California headquarters and registered agent via certified mail (return receipt requested), that provided
27 notice of Defendant's violations of the CLRA and demanded that Defendant correct the unlawful, unfair,
28

1 false and/or deceptive practices alleged here. Defendant did not correct the problem within the 30-day
2 period. Accordingly, Plaintiff and the Subclass seek all monetary relief allowed under the CLRA.

3 112. A CLRA venue declaration is attached.

4 **Fourth Cause of Action:**

5 **Violation of California’s Unfair Competition Law**

6 **(By Plaintiff Beer and the California Subclass of the FanClub Class)**

7 113. Plaintiff Beer incorporates each and every factual allegation set forth above.

8 114. Plaintiff brings this cause of action on behalf of himself and the California Subclass of
9 the FanClub Class.

10 115. Defendant has violated California’s Unfair Competition Law (UCL) by engaging in
11 unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

12 ***The Unlawful Prong***

13 116. Defendant engaged in unlawful conduct by violating the California Gift Card law and the
14 CLRA, FAL, and CARD Act, as alleged above and incorporated here.

15 ***The Unfair Prong***

16 117. As alleged in detail above, Defendant committed “unfair” acts by selling gift cards that
17 expire, in violation of California’s Gift Card Law.

18 118. The harm to Plaintiff and the California Subclass greatly outweighs the public utility of
19 Defendant’s conduct. There is no public utility to illegal expiring gift cards. This injury was not
20 outweighed by any countervailing benefits to consumers or competition. Illegal expiring gift cards only
21 injure healthy competition and harm consumers.

22 119. Plaintiff and members of the California Subclass could not have reasonably avoided this
23 injury. Defendant’s representations were deceptive to reasonable consumers like Plaintiff. There were
24 reasonably available alternatives to further Defendant’s legitimate business interests, such as complying
25 with California’s Gift Card Law.

26 120. Defendant violated established public policy by violating California’s Gift Card Law.
27 The unfairness of this practice is tethered to a legislatively declared policy (that of California’s Gift Card
28 Law).

1 **Ninth Cause of Action:**

2 **Violation of California's Unfair Competition Law**

3 **(By Plaintiff Beer and the Convenience Fee Class)**

4 159. Plaintiff Beer incorporates each and every factual allegation set forth above.

5 160. Plaintiff Beer brings this cause of action individually and on behalf of the Convenience
6 Fee Class.

7 161. Defendant has violated California's Unfair Competition Law (UCL) by engaging in
8 unfair and unlawful conduct.

9 ***The Unlawful Prong***

10 162. Defendant engaged in unlawful conduct by violating the FTC Act and the unfair prong of
11 the UCL, as alleged above and throughout.

12 ***The Unfair Prong***

13 163. Defendant's conduct is unfair because the harm to the consumer greatly outweighs the
14 public utility of Defendant's conduct. There is no public utility to using junk fees. Junk fees mislead
15 consumers on price, and prevents comparison shopping and competition. This injury was not
16 outweighed by any countervailing benefits to consumers or competition. Hidden and late-disclosed fees
17 only injure healthy competition and harm consumers. And companies could easily disclose any such
18 fees upfront.

19 164. Defendant violated established public policy by violating the FTC Act and the UCL, as
20 alleged below and incorporated here. The unfairness of this practice is tethered to a legislatively
21 declared policy (that of the FTC Act and of the California legislature, which, as alleged above, expressly
22 declared that drip pricing is unfair and violates the UCL).

23 165. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,
24 unscrupulous, and substantially injurious to consumers.

25 166. Plaintiff and the Convenience Fee Class could not have reasonably avoided this injury.
26 As alleged above, Defendant's fees were not disclosed until after consumers selected their movie tickets.
27 By then, the harm was done.

- 1 • Rescission;
- 2 • Disgorgement, and other just equitable relief;
- 3 • Pre- and post-judgment interest;
- 4 • Reasonable attorneys' fees and costs, as allowed by law;
- 5 • Any additional relief that the Court deems reasonable and just.

6 **VIII. Demand for Jury Trial.**

7 177. Plaintiffs demand the right to a jury trial on all claims so triable.

9 Dated: September 4, 2025

Respectfully submitted,

10 By: /s/ Simon Franzini

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EXHIBIT 1



Save on Every Ticket Purchase

For less than the price of one movie ticket per month, become a member to enjoy exclusive benefits like:



Limited Time Offer: Get 2 free tickets to use later (within 30 days)



\$10 toward a movie ticket each month - any movie, any showtime, any format



Waived fees on all ticket purchases



Special perks and early access to offers

After a 7-day free trial, FanClub is \$9.99 per month. (3 month minimum required)

Start a free trial

FanClub Benefits



Free trial waived fees



During free trial



\$10 monthly promo codes



After 7 day free trial ends



Fee-free Fandango ticket purchases



After 7 day free trial ends



2x Double the rewards



Buy 4 tickets, get a \$5 rewards code



Discounted ticket on your birthday





Refund or exchange tickets



Reserve seats and skip the lines



[Get Started](#)

EXHIBIT 2



Disney's Snow White (2025)

PG, 1 Hr 49 Min

AMC Santa Monica 7
1310 3rd Street
Santa Monica, CA 90401

Thursday, Mar 20 at 7:20 PM

Laser at AMC • Reserved seating • Closed caption • Accessibility devices available • RECLINER SEATS
Auditorium 1

1. Reserved Seating

My Seats

E11 >

2. Number of Tickets

You can request up to 20 reserved seats per transaction.

1 Adult >

Offers and Perks

- GET A \$5 REWARD for every 4 tickets purchased!
- BUY A TICKET get 15% off the Disney's Snow White Songs Vinyl!

3. Guest

Sign In | Join

Email



4. Payment

Choose a payment method before completing your purchase.

Choose Payment Method



Use AMC Stubs Program



Get coupon codes instantly added to future orders.

Simply add Capital One Shopping to your browser, and shop like normal. This free tool does the work for you.

[Terms & Conditions](#)

Redeem \$15 Bonus

Powered by Bolt - Privacy Policy

Review



Congratulations, You Are Waiving Your Fees

By joining FanClub, you won't pay fees on Fandango ticket purchases. You also get 2 free tickets (to be used within 30 days) just for signing up plus even more great benefits.

[See Benefits](#)

3 Months for \$29.97, then \$9.99 monthly

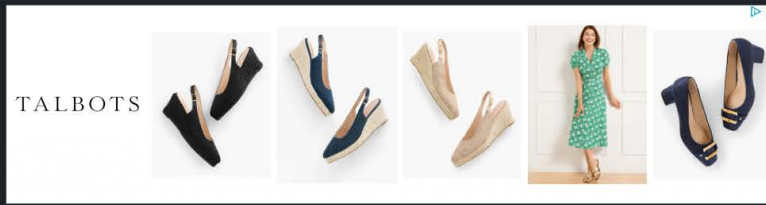
Remove

Plus tax, if any. [Terms Apply](#)

Adult	1 = \$19.49
Convenience Fee	\$2.19
<small>Ticket prices and fees include tax, if any.</small>	
Waived Fee Member Benefit	-\$2.19
Fandango FanRewards Points	NOT INCLUDED
FanClub Monthly Membership	\$29.97
Total	\$49.46
	+ tax, if any

- Sign up for emails from the Fandango Media Brands
- By checking this box, you agree to the [FanClub Program Terms](#) and that we can save and charge your card for future purchases. Once you complete this transaction, you will be billed \$29.97 for the first 3-months on 3/19/2025, and then \$9.99 per month starting 6/19/2025, plus any applicable taxes until you cancel. You can cancel anytime by visiting your account page and selecting "cancel membership" prior to the start of any future billing periods to avoid future charges. The cancellation will be effective at the end of the then-current period (no refunds or credits for partial membership periods unless required by law). Any promotional offers applied as part of this purchase will be delivered to you via email once your paid membership begins.

EXHIBIT 3



Gift Cards Offers p Watch Peacock



Search by city, state, zip or movie



Unleash your imagination with A Minecraft Movie Get the Overworld Explorer Pack

FANCLUB PROGRAM TERMS

[Privacy Policy](#)

[Promo Code Policy](#)

[FanRewards Program Terms](#)

[Terms and Policies](#)

[Gift Card Terms](#)

[FanClub Program Terms](#)

[Terms of Use](#)

[Cookie Notice](#)

[Ticket and Concessions Policy](#)

[Fandango at Home Policy](#)

Fandango FanClub Program Terms

Last Updated: October 06, 2024

When we say "our", "us", "we" or "Fandango" in these Fandango FanClub Program Terms (these "Fandango FanClub Program Terms" or "Terms"), we mean Fandango Media, LLC or its subsidiaries. These Terms apply to websites and applications operating under the Fandango, Fandango at Home, Vudu, M-GO, Rotten Tomatoes, Flixster, Movieclips, Movies.com, Activaterewards.com or MovieTickets.com brands or other brands that we own, as well as to our websites, applications, emails or other communications that link to or reference these Fandango FanClub Program Terms or reference any terms or policies that are a part of the [Fandango Terms and Policies](#) (the "Terms and Policies"), or the other services provided through any of these means (all of the foregoing collectively, the "Services" or "Site"). These Fandango FanClub Program Terms are subject to, and shall also include, the other [Terms and Policies](#).

OVERVIEW

Generally, and Relationship with Fandango FanRewards. The Fandango FanClub program (the "Fandango FanClub Program") is a program that requires that a fee be paid (other than for any limited free trial periods that may or may not be provided to you from time to time, and which may or may not have reduced benefits) in order for you to participate (participants in the Fandango FanClub Program are known as "FanClub Members"). FanClub Members are also automatically enrolled in Fandango's FanRewards program (the "Fandango FanRewards Program"), so sometimes you may see the benefits of the Fandango FanRewards Program marketed or included as part of the Fandango FanClub Program. However, any benefits that are marketed or included in connection with the Fandango FanClub Program that are available under the Fandango FanRewards Program are being provided to you under the Fandango FanRewards Program and not under the Fandango FanClub Program (you will only receive one set of those benefits and you will not receive multiple sets of those benefits if enrolled in both programs). Note that Fandango's FanRewards Program is currently a free program (the Fandango FanRewards Program's benefits are generally available to consumers without paying a fee). So, when you enroll in the Fandango FanClub Program you get both the benefits that are only available for paid Fandango FanClub Program memberships plus some benefits that are available for free Fandango FanRewards Program memberships.

Eligibility. Membership in, and use of, the Fandango FanClub Program is limited to persons who reside in the United States, who are at least 18 years of age and who have a valid email address on file. The Fandango FanClub Program is solely for a FanClub Member's personal, non-commercial use. Corporations, groups, and associations are not eligible. We reserve the right not to extend the Fandango FanClub Program benefits to employees of Fandango and NBC Universal. You must maintain a valid email address and promptly update your Fandango account with any changes. The Fandango FanClub Program is void where prohibited by law. Fandango may limit the number of FanClub Members and may temporarily or permanently discontinue enrolling new members at any time and for any reason without notice to you.

Benefits.

- **Current Benefits:** Currently, the benefits provided to paid FanClub Members, which may change at any time, can be found here: [Current Paid FanClub Member Benefits](#)
- **Other Benefits:** From time to time, we may offer additional benefits for limited periods of time. If we do so, we may condition the receipt or use of those benefits on compliance with certain terms or eligibility requirements.
- **Changes to Benefits:** We may choose in our sole discretion to change, add or remove benefits from the Fandango FanClub Program at any time. Your continued use of the membership after the changes become effective will constitute your acceptance of the changes.

Benefits typically are only available to paid FanClub Members and are not available during an unpaid trial period.

MEMBERSHIP.

Account. In order to sign up for a membership, you may be required to register for an account. That account is subject to the restrictions and obligations imposed in these Terms and Fandango's other Terms and Policies. We may choose to suspend or terminate your account at any time in our sole discretion, including if we determine that you have violated any provision of these Terms or our other Fandango Terms and Policies.

Recurring Membership and Fees. If you sign up for a membership, details about the membership, the price, and recurring billing nature will be provided to you before you complete your sign-up. You will be charged your first membership fee and any applicable taxes on the date you purchase your membership or after a free trial ends. You agree that your membership will automatically renew and you authorize us to charge your payment method for the fees and taxes associated with subsequent membership periods unless prior to the end of the then-current membership period: (a) you cancel your membership (as described below); (v) we decline to renew your membership; or (c) these Terms are otherwise properly terminated as expressly permitted herein. Your membership may include an introductory billing period that is longer than the renewal billing periods (e.g., an initial three month term followed by monthly renewals thereafter).

If a stated price or other material information is determined by us in our sole discretion to be in error, we are not under any obligation to offer you the membership at that price and reserve the right to cancel, terminate or not process your order (including accepted orders). We will notify you of the error and either provide you with a refund or give you the opportunity to cancel your order and obtain a refund if payment has already been made.

You acknowledge that the timing of when you are billed may vary, including if your membership began on a day not contained in a given month (e.g. if you became a paid FanClub Member on March 31, your payment method would be billed next on April 30), due to free trials and other promotional offers, or changes in your membership or payment method. Your billing date may be one day earlier or later due to time zone differences.

When you provide payment information, you represent and warrant that the information is accurate and that you are authorized to use the payment method provided. You authorize us to charge any form of payment you provide, in connection with your membership or other Fandango transaction. We may receive updated credit card information (new credit card number or updated expiration date) from your credit card issuer and may use these new details in order to help prevent any interruption to your membership. If you do not pay any fees when due, (i) you remain liable for the fees as well as any costs we incur in collecting the fees, including attorney and collection fees, (ii) you authorize us to continue charging your payment method and (iii) we may suspend or terminate your account, membership, or access to the Fandango FanClub Program.

Free Trial and Promotional Rates. We may offer promotional trial memberships for free or at special discounted prices. Such trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer, including which users are eligible for the promotional memberships. Trials and promotional memberships may be available to one per household and you may be limited in your ability to combine promotions.

If your membership includes a free trial, you will not be charged the applicable fee during your free trial. To obtain the free trial, you may be required to provide a credit card or other payment method to ensure uninterrupted access and continued use after the free trial ends. Upon completion of your free trial, your membership will automatically convert into a paid membership and your payment method will be charged the applicable fee unless you have cancelled your membership. We reserve the right to terminate any free trial period at any time.

If your membership includes a promotional rate, you will be charged the promotional rate for the relevant number of billing periods and upon completion of the period(s), your membership will continue to automatically renew at the then-applicable full rate.

Any free trial period is at the sole discretion of Fandango and we may limit eligibility or duration to prevent misuse. You may only be permitted to use one free trial or discounted price offer. If your membership is ever cancelled or terminated for any reason, and you sign up an additional membership, you may not be eligible for a free trial or to take advantage of another discounted price offer.

Cancellation. You may cancel your membership at any time through the FanClub settings in your account prior to the end of your current billing period. When you cancel a paid membership, you cancel only future charges associated with your membership, and the cancellation will become effective at the end of your current billing period. If you cancel, your benefits as a FanClub Member will continue until the end of your then-current billing period (unless we provide you with a refund or otherwise allow you to use the unused portion towards another service or membership) and will then terminate without further charges. Submitting an account deletion request to us may not cancel your membership or other subscriptions. You may have to separately cancel your memberships/subscriptions.

EXCEPT AS OTHERWISE STATED HEREIN OR REQUIRED BY APPLICABLE LAW, YOUR PAYMENT IS NONREFUNDABLE AND WE DO NOT

CASTLERY

- Stacked ottomans: \$299.00
- Chair: \$478.00
- Sectional sofa: \$3,696.00
- Sectional sofa: \$5,596.00
- Sectional sofa: \$6,395.00
- Table: \$199.00
- Ottoman: \$549.00
- Chair: \$899.00

PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-PERIOD MEMBERSHIP PERIODS OR UNUSED SERVICES. We reserve the right to issue refunds, credits, or discounts at our sole discretion. If we issue a refund, credit, or discount, we are under no obligation to issue the same or similar refund in the future and we may terminate your account, membership, or access to the Fandango FanClub Program.

Changes. We may change the membership fees at any time on a going forward basis in our discretion. If the pricing for your membership increases, we will notify you, and provide you an opportunity to change or cancel your membership before applying those changes to your membership or charging you in connection with an automatic renewal. If you continue with your Fandango FanClub Program membership after a fee has been imposed or increased, you agree to pay the fee or increase. If you do not wish to continue being a FanClub Member with the new fees, you may cancel your membership. If you accept the membership with those changes, its terms and conditions will apply for that renewal and all renewals going forward.

We may terminate your participation in the Fandango FanClub Program at any time in our sole discretion.

Transferability. Membership in the Fandango FanClub Program, and benefits received in connection with the Fandango FanClub Program, are not transferable, may not be combined or merged with any other FanClub Member's account, and must not be shared with others.

Unauthorized Activity and Access. You are solely responsible for keeping your login credentials, email address and password, and codes associated with benefits received in connection with the Fandango FanClub Program confidential and for all activities that occur on your Fandango FanClub Program account, including all unauthorized activities. Fandango is entitled to act on instructions received by it if correct login credentials are provided, and in such case Fandango will not be liable for: (i) any Fandango FanClub Program benefits, credits or debts awarded, made or used to or by your Fandango FanClub Program account, or (ii) any loss or damage arising from your failure to adequately safeguard your login credentials. You agree to immediately notify Fandango of any unauthorized use of your login credentials, Fandango FanClub Program account, or any other breach of security related to the Fandango FanClub Program. Please contact our customer service department at <http://support.fandango.com/> or by phone at 1-866-857-5191.

Any Fandango FanClub Program benefits you receive are considered a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable right solely for use as described by Fandango. Accordingly, you have no property, proprietary, intellectual property, ownership, or monetary interest in your Fandango FanClub Program Promo Codes or other benefits; they shall remain Fandango property at all times. Neither Promo Codes nor any other Fandango FanClub Program benefits have any monetary or cash value and they may not be redeemed with us or any third party for cash or any cash equivalent. Neither Promo Codes nor any other Fandango FanClub Program benefits are transferable and cannot be combined with other offers or with another person's Promo Codes nor any other Fandango FanClub Program benefits. Neither Promo Codes nor any other Fandango FanClub Program benefits are your personal property, and are not descendible, may not be inherited, bartered, purchased or sold to any third party. Any attempt to combine or transfer Promo Codes or any other Fandango FanClub Program benefits may result in disqualification from the Fandango FanClub Program and forfeiture of all Fandango FanClub Program benefits. Other exclusions and restrictions may apply.

TERMINATION OF YOUR PARTICIPATION IN THE FANDANGO FANCLUB PROGRAM

Fandango may revoke your ability to participate in the Fandango FanClub Program at any time in Fandango's sole discretion. Note that Fandango may terminate your participation in the Fandango FanClub Program due to: (i) your abuse of the Fandango FanClub Program, including, without limitation, your use of any "bot," "macro," or other automated means to participate in the Fandango FanClub Program, (ii) your failure to follow these Fandango FanClub Program Terms, the Terms and Policies, or any other applicable terms or conditions; (iii) the attempted or actual sale or transfer of any of your Fandango FanClub Program benefits or your account; (iv) any misrepresentation by you; (v) suspension or termination of your Fandango account; (vi) any suspected illegal or fraudulent activity; or (vii) any other conduct deemed by Fandango, in its sole discretion, to be an abuse of the Fandango FanClub Program, to be detrimental to the interests of Fandango, its licensors, suppliers, or its customers, or to be otherwise improper. If your ability to participate in the Fandango FanClub Program is revoked, any unused benefits (including, but not limited to, Promo Codes) will automatically expire and be forfeited and your future participation in the Fandango FanClub Program may be prohibited. In addition, Fandango has the right to take appropriate administrative or legal action as it deems appropriate. Fandango is not responsible for Fandango FanClub Program benefits that expire or are lost or that others redeem due to illegal, fraudulent or unauthorized activity or your failure to properly secure such benefit, including a unique Promo Code.

You agree to abide by the final and binding decisions of Fandango regarding the Fandango FanClub Program and your participation in it. Fandango is the sole arbiter of all issues relating to the Fandango FanClub Program, and all of Fandango's decisions relating to the Fandango FanClub Program are final.

MODIFICATION OF THESE FANDANGO FANCLUB PROGRAM TERMS

We reserve the right, in our sole discretion and at any time, without prior notice, to add to, revise, modify, suspend or terminate any or all aspects of the Fandango FanClub Program, including, without limitation: (i) your ability to receive or redeem Fandango FanClub Program benefits, (ii) Fandango FanClub Program benefit types, values and amounts, and (iii) these Fandango FanClub Program Terms. FanClub Members must not rely on the continued availability of the benefits of the Fandango FanClub Program.

These Fandango FanClub Program Terms control your participation in the Fandango FanClub Program and no covenants at law or in equity shall be implied or incorporated, all of which are expressly disclaimed. Fandango has the sole right to interpret and apply these Fandango FanClub Program Terms. If Fandango improperly denies an accrual or benefit, liability will not exceed the equivalent value, as determined by Fandango, of that accrual or benefit.

Any Fandango FanClub Program benefits remaining in an account that have not been redeemed by the end of the Fandango FanClub Program (or the termination of your membership in the Fandango FanClub Program) will be forfeited without compensation. Fandango makes no guarantee or representation as to the length of time during which the Fandango FanClub Program will be offered, and the Fandango FanClub Program could end at any time as determined by Fandango.

If any term or change to these Fandango FanClub Program Terms is found invalid, void, or for any reason unenforceable, that term or change is severable and does not affect the validity and enforceability of any remaining terms, changes or conditions. Fandango shall not be liable to you in any way for any value or benefits you may lose as a result of any changes made to the Fandango FanClub Program.

Fandango will notify you of changes to these Fandango FanClub Program Terms by posting them on the Fandango.com Site in the Terms and Policies section. The updated Fandango FanClub Program Terms will be effective as of the time of posting, or upon such later date or by such other method as specified by Fandango. It is your responsibility to check the Fandango Ticket Site regularly for any changes to these Fandango FanClub Program Terms. If you object to these Fandango FanClub Program Terms or any changes hereto or at any time become dissatisfied with the Fandango FanClub Program, your sole recourse shall be to cease using the Fandango FanClub Program and to cancel your membership (as applicable). Your continuing use of the Fandango FanClub Program after notification of any change(s) (including notification by posting) constitutes conclusive evidence of your acknowledgment of the modifications and your agreement to be bound by such change(s).

PROGRAM END DATE. The Fandango FanClub Program will end on the date designated by Fandango via email or notice on this website (the "Program End Date") (which will be at 11:59pm Pacific Time on such designated date). Whenever we mention "notice" in these Fandango FanClub Program Terms, that notice can either be in the form of an email or via an update to these Fandango FanClub Program Terms.

All questions or disputes regarding eligibility for the Fandango FanClub Program or a FanClub Member's compliance with these Fandango FanClub Program Terms will be resolved by Fandango, in its sole and absolute discretion. All such decisions are final.

For information about your membership, contact Fandango at <http://support.fandango.com/>, by phone at 1-866-857-5191, or by mail at Fandango, 12180 Millennium Drive, 2nd floor, Los Angeles, CA 90094, attention: Fandango FanClub Program.

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Unleash Your Imagination With The Overworld Explorer Pack. Featuring One Movie Ticket And A Collectible Creeper Popcorn Bucket!

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Get \$5 off your concessions order

Buy A Ticket To Death Of A Unicorn At An AMC Theatre, Get \$5 Off Your Concessions Order.

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EXHIBIT 4

CURRENT PAID FANCLUB MEMBER BENEFITS

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Current Paid FanClub Member Benefits

Last Updated: October 06, 2024

The following benefits are currently available to paid Fan Club members; they may not be available to non-paid members (including that they may not be available during free trials) (although some limited versions of one or more of the following may be available for free trials):

- **Waived Fees:** Waived fees means that you will not be charged ticket convenience fees while you are a paid FanClub Member when you make a ticket purchase while logged into your Fandango account that has the email associated with your paid Fandango FanClub Program membership. Other types of convenience, or other, fees will not be waived, and may be charged. In some cases we may limit the number of items you may purchase with waived fees, but we will let you know about that separately.
- **Monthly \$10 Promo Codes:** Each month while you are a paid FanClub Member, you will receive a \$10 Promo Code that can be used to save up to \$10 on one movie ticket transaction on Fandango.com.
 - For example, if you were to purchase two \$8 tickets as part of a single transaction, then the full \$10 Promo Code will be applied, and you will save \$10 on the purchase price, and only have to use your own money to pay the \$6 remaining balance. However, if you don't use the entire \$10 Promo Code in a single transaction, you may not use the balance in a subsequent transaction (for example, if you only bought one ticket in a transaction and the price of that ticket was \$8, then you would end up getting that \$8 ticket for free, but you could not use the remaining \$2 to purchase another ticket in another transaction). If the cost of the transaction is less than \$10, then you will not receive a refund for the difference. If the cost of the transaction is greater than \$10, then your payment method will be charged for the difference.
 - You will receive this Promo Code on the first day of your paid membership and, generally speaking, on the same day of each month thereafter while you continue to be a paid FanClub Member (though the timing of when you receive the Promo Code may vary—that is, if your paid membership began on a day not contained in a given month (e.g. if you became a paid FanClub Member on March 31, your second Promo Code would be available on April 30)).
 - Each Promo Code will expire one month after you receive it. For example, if your paid FanClub membership were to start on a March 20, then you would receive your first \$10 Promo Code on March 20 and it would expire April 19; then, you would receive another \$10 Promo Code on April 20 and it would expire May 19; then you would receive another \$10 Promo Code on May 20 and it would expire June 19; etc.
 - You may be required to be logged in using the email address associated with your Fandango FanClub Program membership when you use the Promo Code in order for the Promo Code to be redeemable. If you do not see the Promo Code applied in your cart, it is not being used on that transaction.
 - Any Promo Codes received through the Fandango FanClub Program shall not be useable with other Promo Codes in the same transaction; Promo Codes are subject to Fandango's Promo Code Policy at <https://www.fandango.com/policies/promo-code-policy> and items acquired with them are subject to Fandango's other Terms and Policies (<https://www.fandango.com/policies/terms-and-policies>), including, but not limited to, policies prohibiting or restricting refunds or exchanges and credits (i.e., no refunds shall be given and no credits shall be issued, with respect to any portions of any payments made through the redemption of a Promo Code).