



40 years

of ensuring a fair and
vibrant marketplace

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By E-mail and Regular Mail

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[REDACTED]

Re: Length of Time to Use Tickets

Dear Mr. [REDACTED]

This letter responds to your inquiry concerning the length of time a consumer can use tickets sold at a concession or attraction to the general public in New York City for use at a place of amusement or attraction. In connection with your question you represented that the business selling tickets:

- Has set a policy that the tickets are good for only two years from the date of purchase;
- The policy is presumably prominently displayed at the ticket booth and/or set forth on the tickets; and
- The tickets are presumably for an amusement or attraction.

You asked two questions based on your representations:

1. Is there any consumer protection or similar law or regulation that would require a longer period for the ticket to be honored?
2. May the business impose and enforce a limitation on the period the ticket is valid?

Based on the specific facts you represent – namely, that the policy limiting the validity of time a consumer can use the tickets is prominently displayed at the ticket booth – there is no specific New York City consumer protection law or regulation that requires tickets to be honored longer than the period of time in the ticket seller's policy for honoring tickets. Nonetheless, all businesses selling tickets in New York City must comport with the requirements of the New York City Consumer Protection Law, Sections 20-700 *et seq.* of Title 20, Chapter 5 of the New York City Administrative Code, and its implementing rules, Title 6, Chapter 5 of the Rules of the City of New York.

The Consumer Protection Law prohibits deceptive trade practices including any

false, falsely disparaging, or misleading statements or other representation of any kind made in the connection with the sale or offering for sale of consumer goods, which has the capacity, tendency or effect of deceiving or misleading consumers. Failing to state a material fact that deceives or tends to deceive consumers constitutes a deceptive trade practice in violation of the Consumer Protection Law. Consequently, failing to specify on the tickets and at the time of sale the limited period of time that the tickets are valid and nonrefundable may constitute a violation of the Consumer Protection Law. Similarly, imposing time limitations on the period when tickets can be used greater than those prominently displayed at the time of sale would likely constitute a deceptive trade practice in violation of the Consumer Protection Law. These practices may also violate the New York State Consumer Protection Law which affords consumers a private right of action.

Note that there may be contractual terms associated with the ticket sale, as well, in which case the ticket may be the manifestation of an agreement between the consumer and ticket seller. If so, the terms of the ticket sale should not contradict the terms in the contract to comport with the Consumer Protection Law.

Very truly yours,

[REDACTED]

[REDACTED]