

UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

OMB APPROVAL
OMB Number: 3235-0145
Expires: December 31, 2005
Estimated average burden hours per response. . 11

Under the Securities Exchange Act of 1934
(Amendment No.)*

FairMarket, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

305158107

(CUSIP Number)

David Ellen
Acting General Counsel
InterActiveCorp
152 West 57th Street
New York, NY 10019
(212) 314-7300

Bradley D. Serwin
General Counsel
Ticketmaster
8800 Sunset Blvd.
Los Angeles, California 90069
(310) 360-3370

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 20, 2003

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 305158107

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
Ticketmaster 95-4546874

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
State of Delaware

7. Sole Voting Power
2,250,000

Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power
NONE

9. Sole Dispositive Power
2,250,000

10. Shared Dispositive Power
NONE

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,250,000

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
8.4%

14. Type of Reporting Person (See Instructions)
CO

CUSIP No. 305158107

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).
InterActiveCorp 59-2712887

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
State of Delaware

Number of Shares Beneficially Owned by

7. Sole Voting Power
2,250,000

Each Reporting Person With	8. Shared Voting Power N/A
	9. Sole Dispositive Power 2,250,000
	10. Shared Dispositive Power N/A
11. Aggregate Amount Beneficially Owned by Each Reporting Person	2,250,000
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
13. Percent of Class Represented by Amount in Row (11)	8.4%
14. Type of Reporting Person (See Instructions)	CO

Item 1. Security and Issuer

This Statement on Schedule 13D (the "Statement") relates to the common stock, \$0.001 par value (the "Common Stock"), of Fairmarket Inc., a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 500 Unicorn Park Drive, Woburn, Massachusetts 01801.

Item 2. Identity and Background

This Statement is being filed by InterActiveCorp, a Delaware corporation formerly known as USA Interactive ("IAC"), and Ticketmaster, a Delaware corporation, and a wholly owned subsidiary of IAC ("Ticketmaster," and together with IAC, the "Reporting Persons"). The principal business offices of Ticketmaster are located at 8800 Sunset Blvd., Los Angeles, California 90069. Ticketmaster provides automated ticketing services to its client venues, promoters and sport franchises, which provide patrons with the alternatives of purchasing tickets through operator-staffed call centers, the Internet and independent sales outlets. The principal business offices of IAC are located at 152 West 57th Street, New York, NY 10019. IAC is comprised of the following operating businesses: Expedia, Inc. (Nasdaq: EXPE), which oversees Interval International and TV Travel Shop; Hotels.com; HSN; Ticketmaster, which oversees Evite and ReserveAmerica; Match.com, which oversees uDate.com; Entertainment Publications; Citysearch; and Precision Response Corporation. IAC has also entered into an agreement to acquire LendingTree (Nasdaq: TREE), which is expected to be completed in the third quarter of 2003. The goal of IAC is to be the world's largest and most profitable interactive commerce company by pursuing a multi-brand strategy.

As of the date of this Statement, Ticketmaster is the record owner of the the Company Common Stock covered under this Statement and thus, has the direct power to vote and direct the disposition of the Shares. As the sole parent of Ticketmaster, IAC has the indirect power to vote and dispose of the Shares. The Reporting Persons have entered into a Joint Filing Agreement, dated June 25, 2003, a copy of which is attached as Exhibit 99.1 hereto, pursuant to which the Reporting Persons have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended.

Annex A attached to this Statement contains the following information concerning each director and executive officer of Ticketmaster: (a) the name and residence or business address; (b) the principal occupation or employment; and (c) the name, principal business and address of any corporation or other organization in which such employment is conducted. Annex A is incorporated herein by reference. To the knowledge of Ticketmaster, each of the persons named on Annex A (the "Annex A Persons"), is a United States citizen. During the last five years, neither Ticketmaster nor any of the Annex A Persons (to the knowledge of Ticketmaster) has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

Annex B attached to this Statement contains the following information concerning each director, executive officer and controlling person of IAC: (a) the name and residence or business address; (b) the principal occupation or employment and (c) the name, principal business and address of any corporation or other organization in which such employment is conducted. Annex B is incorporated herein by reference. To the knowledge of IAC, each of the persons named on Annex B (the "Annex B Persons"), is a United States citizen. During the last five years, neither IAC nor any of the Annex B Persons (to the knowledge of IAC) has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

Barry Diller, the Chairman and Chief Executive Officer of IAC, Universal Studios, Inc., Liberty Media Corporation, and Vivendi Universal, S.A. are parties to a stockholders agreement (the "IAC Stockholders Agreement") relating to IAC. Mr. Diller's business address is, c/o IAC at 152 West 57th Street, New York, New York 10019. Through his own holdings and the IAC Stockholders Agreement, Mr. Diller has the right, directly or indirectly, to control approximately 64.2% of the outstanding total voting power of IAC. As a result, except with regard to certain specified matters, Mr. Diller generally has the ability to control the outcome of all matters submitted to a vote of IAC's stockholders.

Item 3. Source and Amount of Funds or Other Consideration

Ticketmaster has been the beneficial owner and record holder of the Common Stock since September, 1999. With respect to such ownership Ticketmaster has previously filed a Schedule 13G, pursuant to Rule 13d-1(d). Ticketmaster purchased the shares of Common Stock in exchange for \$5.25 million in cash (from its working capital) and other consideration consisting of a multi-year joint auction services agreement and a licensing agreement for the use of the technology of CityAuction, Inc., a wholly owned subsidiary of Ticketmaster. The licensing agreement and the joint auction services agreement together were valued at \$10.5 million. The total consideration paid to the Company was valued at \$15.75 million at the time of the purchase of the Common Stock. No funds of IAC were used to purchase the shares of Common Stock.

Item 4. Purpose of Transaction

Ticketmaster acquired beneficial ownership of the Common Stock to which this Statement relates for investment purposes.

On June 20, 2003, the Company announced that eBay had signed an agreement to acquire substantially all of the Company's technology and business assets for \$4.5 million in cash (the "Acquisition"). This announcement followed a year-long commercial relationship between the companies that involved the Company's technology platform for creating online promotions and loyalty programs in conjunction with eBay's user community. The acquisition, which is subject to approval by the Company's stockholders and the satisfaction of other customary closing conditions, is expected to close in the third quarter of 2003.

In connection with the proposed Acquisition, Ticketmaster and eBay entered into a voting agreement on June 20, 2003 (the "Agreement"). Pursuant to the Agreement, at any meeting of the stockholders of the Company and in any action by written consent of the stockholders of the Company, unless otherwise directed by eBay, Ticketmaster agreed, on or after July 5, 2003, to vote the Common Stock owned by Ticketmaster in favor of the Acquisition and against any transaction, proposal, or other actions that may impede, interfere with, delay, postpone or otherwise adversely affect the Acquisition. Contemporaneously with the execution of the Agreement, Ticketmaster delivered to eBay an irrevocable proxy effective on or after July 5, 2003 with respect to all of the Common Stock held by Ticketmaster and agreed to deliver an additional irrevocable proxy signed by the record owner of any outstanding shares of Common Stock that are beneficially owned but not of record by Ticketmaster.

Item 5. Interest in Securities of the Issuer

a) The reporting persons beneficially own 2,250,000 shares of the Company Common Stock, representing 8.4% of shares of the Company Common Stock reported to be outstanding as of May 7, 2003. There were 26,702,862 shares of the Company Common Stock outstanding as of May 7, 2003, based on information provided in the Company's Quarterly Report on Form 10-Q filed May 9, 2003.

b) As of the date of this Statement, Ticketmaster has the direct power to vote and direct the disposition the 2,250,000 shares of the Company Common Stock held by it. As the sole parent of Ticketmaster, IAC has the indirect power to vote and dispose of the Company Common Stock held by Ticketmaster.

c) Other than the Agreement previously described in Item 4 above, none of Ticketmaster, IAC, any Annex A Person (to the knowledge of Ticketmaster) and any Annex B Person (to the knowledge of Ticketmaster) has effected any transactions in the Company Common Stock during the past 60 days.

d) No person other than the Reporting Persons have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock.

e) Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Other than as described in Items 2, 3 and 4 and the agreements incorporated herein by reference and set forth as exhibits hereto, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Company, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
99.1	Joint Filing Agreement by and between IAC and Ticketmaster dated as of June 25, 2003.
99.2	Voting Agreement by and between eBay Inc. and Ticketmaster dated as of June 20, 2003.

6

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

TICKETMASTER

June 25, 2003
Date

/s/ Kerry Samovar
Signature

Kerry Samovar Vice President
Name/Title

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

INTERACTIVECORP

June 25, 2003
Date

/s/ Joanne Hawkins
Signature

Joanne Hawkins Vice President
Name/Title

7

ANNEX A TO SCHEDULE 13D

Set forth below is the name, business address, principal occupation or employment and principal business in which such employment is conducted of each director and executive officer of Ticketmaster. The name of each person who is a director of Ticketmaster is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 8800 Sunset Blvd., Los Angeles, California 90069.

<u>NAME AND BUSINESS ADDRESS</u>	<u>PRINCIPAL OCCUPATION OR EMPLOYMENT</u>	<u>PRINCIPAL BUSINESS IN WHICH SUCH EMPLOYMENT IS CONDUCTED</u>
Terry Barnes	Chairman, Ticketmaster	Ticketmaster
Susan Bracey	Executive Vice President and Chief Financial Officer, Ticketmaster	Ticketmaster
David Ellen*	Acting General Counsel, IAC	IAC
152 West 57th Street New York, New York, 10019		
Dara Khosrowshahi*	Executive Vice President and Chief Financial Officer, IAC	IAC
152 West 57th Street New York, New York, 10019		
John Pleasants	President and CEO, Ticketmaster	Ticketmaster
Bradley K. Serwin	Executive Vice President, General Counsel and Secretary, Ticketmaster	Ticketmaster
Tim Wood	Chief Operating Officer, Ticketmaster	Ticketmaster

Each person listed above is a citizen of the United States of America.

8

ANNEX B TO SCHEDULE 13D

Set forth below is the name, business address, principal occupation or employment and principal business in which such employment is conducted of each director, executive officer and controlling person of IAC. The name of each person who is a director of IAC is marked with an asterisk. Mr. Barry Diller is also a controlling of IAC. Unless otherwise indicated, the business address of each person listed below is 152 West 57th Street, New York, New York, 10019.

NAME AND BUSINESS ADDRESS	PRINCIPAL OCCUPATION OR EMPLOYMENT	PRINCIPAL BUSINESS IN WHICH SUCH EMPLOYMENT IS CONDUCTED
Richard N. Barton*	N/A	N/A
Robert R. Bennett* 12300 Liberty Boulevard Englewood, Colorado 80112	President and Chief Executive Officer, Liberty Media Corporation ("Liberty")	Liberty
Edgar Bronfman, Jr.* 390 Park Avenue New York, New York 10022	Chief Executive Officer, Lexa Partners, LLC	Lexa Partners, LLC
Barry Diller*	Chairman and Chief Executive Officer, IAC	IAC
Julius Genachowski	Executive Vice President and Chief of Business Operations, IAC	IAC
Victor A. Kaufman*	Vice Chairman, IAC	IAC
Donald R. Keough* 711 Fifth Avenue New York, New York 10022	Chairman of the Board, Allen & Co. Inc.	Allen & Co., Inc. (Investment Banking)
Dara Khosrowshahi	Executive Vice President and Chief Financial Officer, IAC	IAC
Marie-Josée Kravis* 625 Park Avenue New York, New York 10021	Senior Fellow, Hudson Institute	Hudson Institute
John C. Malone* 12300 Liberty Boulevard Englewood, Colorado 80112	Chairman, Liberty	Liberty
Daniel Marriott	Senior Vice President, Strategic Planning, IAC	IAC
Gen. H. Norman Schwarzkopf* 400 North Ashley Street Suite 3050 Tampa, Florida 33602	Retired	N/A
Alan Spoon*	Managing general partner at Polaris Venture Partners	Polaris Venture Partners
Diane Von Furstenberg* 389 West 12th Street New York, New York 10014	Chairman, Diane Von Furstenberg Studio L.P.	Diane Von Furstenberg Studio L.P. (Fashion Design)

Each person listed above is a citizen of the United States of America.

Joint Filing Agreement

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate.

This Agreement may be executed counterparts and each of such counterparts taken together shall constitute one and the same instrument.

Date: June 25, 2003

TICKETMASTER

By: /s/ Kerry Samovar

Name: Kerry Samovar

Title: Vice President

Date: June 25, 2003

INTERACTIVECORP

By: /s/ Joanne Hawkins

Name: Joanne Hawkins

Title: Vice President

VOTING AGREEMENT

THIS VOTING AGREEMENT (“Agreement”) is entered into as of June 20, 2003, by and between **EBAY INC.**, a Delaware corporation (the “Purchaser”), and Ticketmaster (“Stockholder”).

RECITALS

- A.** Stockholder is a holder of record and the “beneficial owner” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934) of certain shares of capital stock of FairMarket, Inc., a Delaware corporation (the “Seller”).
- B.** The **PURCHASER** and the Seller are entering into an Asset Purchase Agreement of even date herewith (the “Purchase Agreement”) which provides (subject to the conditions set forth therein) for the acquisition of certain assets of the Seller by the Purchaser.
- C.** In order to induce the Purchaser to enter into the Purchase Agreement, Stockholder is entering into this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. CERTAIN DEFINITIONS

For purposes of this Agreement:

- (a)** Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Purchase Agreement.
- (b)** The term “*Acquisition*” shall mean the acquisition of the Transferred Assets (as such term is defined in the Purchase Agreement) by the Purchaser pursuant to the terms of the Purchase Agreement, as amended.
- (c)** Stockholder shall be deemed to “*Own*” or to have acquired “*Ownership*” of a security if Stockholder: (i) is the record owner of such security; or (ii) is the “beneficial owner” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934) of such security.
- (d)** “*Person*” shall mean any: (i) individual, (ii) corporation, limited liability company, partnership or other entity; or (iii) governmental authority.
- (e)** “*Seller Common Stock*” shall mean the common stock, par value \$0.001 per share, of the Seller.

1

(f) “*Subject Securities*” shall mean: (i) all securities of the Seller (including all shares of Seller Common Stock and all options, warrants and other rights to acquire shares of Seller Common Stock) Owned by Stockholder as of the date of this Agreement; and (ii) all additional securities of the Seller (including all additional shares of Seller Common Stock and all additional options, warrants and other rights to acquire shares of Seller Common Stock) of which Stockholder acquires Ownership during the period from the date of this Agreement through the Voting Covenant Expiration Date.

(g) A Person shall be deemed to have effected a “*Transfer*” of a security if such Person directly or indirectly: (i) sells, pledges, encumbers, grants an option with respect to, transfers or disposes of such security or any interest in such security to any Person other than the Purchaser; (ii) enters into an agreement or commitment contemplating the possible sale of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein to any Person other than the Purchaser; or (iii) reduces such Person’s beneficial ownership of, interest in or risk relating to such security.

(h) “*Voting Covenant Expiration Date*” shall mean the earlier of the date upon which the Purchase Agreement is validly terminated, or the date upon which the Acquisition is consummated.

SECTION 2. RESTRICTIONS ON TRANSFER OF SUBJECT SECURITIES AND VOTING RIGHTS

2.1 Restriction on Transfer of Subject Securities. During the period from the date of this Agreement through the Voting Covenant Expiration Date, Stockholder shall not, directly or indirectly, cause or permit any Transfer of any of the Subject Securities to be effected.

2.2 Restriction on Transfer of Voting Rights. During the period from the date of this Agreement through the Voting Covenant Expiration Date, Stockholder shall ensure that: (a) none of the Subject Securities is deposited into a voting trust; and (b) no proxy is granted, and no voting agreement or similar agreement is entered into, with respect to any of the Subject Securities.

SECTION 3. VOTING OF SHARES

3.1 Voting Covenant. On and after the July 5, 2003 and prior to the Voting Covenant Expiration Date, at any meeting of the stockholders of the Seller, however called, and in any action by written consent of stockholders of the Seller, unless otherwise directed in writing by the Purchaser, Stockholder shall cause all Subject Securities that are entitled under applicable corporate laws to vote at such meeting or by such written consent to be voted (and to which Stockholder is entitled to vote):

- (a)** in favor of the Acquisition and the execution and delivery by the Seller of the Purchase Agreement, in favor of each of the other actions contemplated by the Purchase Agreement and in favor of any action in furtherance of any of the foregoing; and

2

(b) against the following actions (other than the Acquisition and the transactions contemplated by the Purchase Agreement, including, without limitation, the change in Seller's corporate name or the dissolution and liquidation of the Seller): (i) any Acquisition Transaction; (ii) any Acquisition Proposal; (iii) any change in a majority of the board of directors of the Seller; (iv) any amendment to the Seller's certificate of incorporation or bylaws; (v) any material change in the capitalization of the Seller or the Seller's corporate structure; and (vi) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Acquisition or any of the other transactions contemplated by the Purchase Agreement or this Agreement.

Prior to the Voting Covenant Expiration Date, Stockholder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with clause "(a)" or "(b)" of the preceding sentence.

3.2 Proxy. Contemporaneously with the execution of this Agreement: (a) Stockholder shall deliver to the Purchaser a proxy in the form attached to this Agreement as Exhibit A, which shall be irrevocable to the fullest extent permitted by law (at all times prior to the Voting Covenant Expiration Date) with respect to the shares referred to therein (the "Proxy"); and (b) Stockholder shall cause to be delivered to the Purchaser, as soon as practicably possible, an additional proxy (in the form attached hereto as Exhibit A) executed on behalf of the record owner of any outstanding shares of Seller Common Stock that are owned beneficially (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934), but not of record, by Stockholder.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

Stockholder hereby represents and warrants to the Purchaser as follows:

4.1 Authorization, etc. Stockholder has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and the Proxy and to perform his or its obligations hereunder and thereunder. This Agreement and the Proxy have been duly authorized, executed and delivered by Stockholder and constitute legal, valid and binding obligations of Stockholder, enforceable against Stockholder in accordance with their terms, subject to: (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.2 No Conflicts or Consents.

(a) The execution and delivery of this Agreement and the Proxy by Stockholder do not, and the performance of this Agreement and the Proxy by Stockholder will not: (i) conflict with or violate any law, rule, regulation, order, decree or judgment applicable to Stockholder or by which he or it or any of his or its properties is or may be bound or affected; or (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under, or result (with or without notice or lapse of time) in the creation of any encumbrance or restriction on any of the Subject Securities pursuant to, any contract to which Stockholder is a party or by which Stockholder or any of his or its affiliates or properties is or may be bound or affected.

3

(b) The execution and delivery of this Agreement and the Proxy by Stockholder do not, and the performance of this Agreement and the Proxy by Stockholder will not, require any consent or approval of any Person.

4.3 Title to Securities. As of the date of this Agreement: (a) Stockholder holds of record (free and clear of any encumbrances or restrictions) the number of outstanding shares of Seller Common Stock set forth under the heading "Shares Held of Record" on the signature page hereof; (b) Stockholder holds (free and clear of any encumbrances or restrictions) the options, warrants and other rights to acquire shares of Seller Common Stock set forth under the heading "Options and Other Rights" on the signature page hereof; (c) Stockholder Owns the additional securities of the Seller set forth under the heading "Additional Securities Beneficially Owned" on the signature page hereof; and (d) Stockholder does not directly or indirectly Own any shares of capital stock or other securities of the Seller, or any option, warrant or other right to acquire (by purchase, conversion or otherwise) any shares of capital stock or other securities of the Seller, other than the shares and options, warrants and other rights set forth on the signature page hereof.

4.4 Accuracy of Representations. The representations and warranties contained in this Agreement are accurate in all respects as of the date of this Agreement, will be accurate in all respects at all times through the Voting Covenant Expiration Date and will be accurate in all respects as of the date of the consummation of the Acquisition as if made on that date.

SECTION 5. ADDITIONAL COVENANTS OF STOCKHOLDER

5.1 Further Assurances. From time to time and without additional consideration, Stockholder shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall take such further actions, as the Purchaser may request for the purpose of carrying out and furthering the intent of this Agreement. Stockholder shall file as promptly as possible after the execution and delivery of this Agreement and in any event within five calendar days after the date of this Agreement, any filing required to be made by Stockholder under Section 13 of the Securities Exchange Act of 1934, as amended, with respect to the execution and delivery of this Agreement.

5.2 Legends. If requested by the Purchaser, Stockholder shall (promptly after the receipt of such request) cause each certificate evidencing any outstanding shares of Seller Common Stock or other securities of the Seller Owned by Stockholder to be surrendered so that the transfer agent for such securities may affix thereto a legend in the following form:

4

THE SECURITY OR SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, EXCHANGED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF A VOTING AGREEMENT DATED AS OF JUNE 12, 2003, AS IT MAY BE AMENDED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER.

5.3 No Solicitation. Stockholder agrees that, during the period from the date of this Agreement through the Voting Covenant Expiration Date, Stockholder shall not, directly or indirectly, and shall not authorize or permit any of Stockholder's Representatives directly or indirectly to: (a) solicit, initiate, knowingly encourage, induce or facilitate the making, submission or announcement of any Acquisition Proposal or take any action that could reasonably be expected to lead to the making, submission or announcement of an Acquisition Proposal; (b) furnish any information regarding the Company or any affiliate of the Company

to any Person in connection with or in response to an Acquisition Proposal or an inquiry or indication of interest that could lead to an Acquisition Proposal; (c) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal; or (d) approve, endorse or recommend any Acquisition Proposal. The Stockholder shall promptly (and in no event later than 48 hours after receipt of any Acquisition Proposal, any inquiry or indication of interest that could lead to an Acquisition Proposal or any request for nonpublic information) advise the Purchaser orally and in writing of any Acquisition Proposal, any inquiry or indication of interest that could lead to an Acquisition Proposal or any request for nonpublic information relating to the Company or any affiliate of the Company (including the identity of the Person making or submitting such Acquisition Proposal, inquiry, indication of interest or request, and the terms thereof) that is made or submitted by any Person during the period from the date of this Agreement through the Voting Covenant Expiration Date. The Stockholder shall keep the Purchaser fully informed with respect to the status of any such Acquisition Proposal, inquiry, indication of interest or request and any modification or proposed modification thereto.

SECTION 6. MISCELLANEOUS

6.1 Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

6.2 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received: (a) when delivered by hand; (b) on the day sent by facsimile provided that the sender has received confirmation of transmission as of or prior to 5:00 p.m. local time of the recipient on such day; (c) the first business day after sent by facsimile to the extent that the sender has received confirmation of transmission after 5:00 p.m. local time of the recipient on the day sent by facsimile; or (d) the first business day after sent by registered mail, by courier or express delivery service, in any case to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to Stockholder:

at the address set forth on the signature page hereof; and

if to the Purchaser:

eBay Inc.
2145 Hamilton Ave
San Jose, CA 95125
Facsimile: (408) 376-7514
Attention: General Counsel

5

6.3 Severability. If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then: (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent; (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction; and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement. Each provision of this Agreement is separable from every other provision of this Agreement, and each part of each provision of this Agreement is separable from every other part of such provision.

6.4 Entire Agreement. This Agreement, the Proxy and any other documents delivered by the parties in connection herewith constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings between the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon either party unless made in writing and signed by both parties.

6.5 Assignment; Binding Effect. Except as provided herein, neither this Agreement nor any of the interests or obligations hereunder may be assigned or delegated by Stockholder, and any attempted or purported assignment or delegation of any of such interests or obligations shall be void. Subject to the preceding sentence, this Agreement shall be binding upon Stockholder and his heirs, estate, executors and personal representatives and his or its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns. Without limiting any of the restrictions set forth in Section 2 or elsewhere in this Agreement, this Agreement shall be binding upon any Person to whom any Subject Securities are transferred. Nothing in this Agreement is intended to confer on any Person (other than the Purchaser and its successors and assigns) any rights or remedies of any nature.

6.6 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement or the Proxy were not performed in accordance with its specific terms or were otherwise breached. Stockholder agrees that, in the event of any breach or threatened breach by Stockholder of any covenant or obligation contained in this Agreement or in the Proxy, the Purchaser shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to seek and obtain: (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and (b) an injunction restraining such breach or threatened breach. Stockholder further agrees that neither the Purchaser nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 6.6, and Stockholder irrevocably waives any right he or it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

6

6.7 Non-Exclusivity. The rights and remedies of the Purchaser under this Agreement are not exclusive of or limited by any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of the Purchaser under this Agreement, and the obligations and liabilities of Stockholder under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities under common law requirements and under all applicable statutes, rules and regulations.

6.8 Governing Law; Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any court located in the State of Delaware or the United States District Court for the District of Delaware. Stockholder:

- (i) expressly and irrevocably consents and submits to the exclusive jurisdiction of each state court located in the State of Delaware and the United States District Court for the District of Delaware in connection with any such action or proceeding;
- (ii) agrees that each such court shall be deemed to be a convenient forum; and
- (iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such action or proceeding commenced in any such court, any claim that such party is not subject personally to the jurisdiction of such court, that such action or proceeding has been brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by any such court.

Nothing contained in this Section 6.8 shall be deemed to limit or otherwise affect the right of the Purchaser to commence any legal proceeding or otherwise proceed against Stockholder in any other forum or jurisdiction.

(c) STOCKHOLDER IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR THE PROXY OR THE ENFORCEMENT OF ANY PROVISION OF THIS AGREEMENT OR THE PROXY.

6.9 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

7

6.10 Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

6.11 Attorneys' Fees. If any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against Stockholder, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

6.12 Waiver. No failure on the part of the Purchaser to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Purchaser in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Purchaser shall not be deemed to have waived any claim available to the Purchaser arising out of this Agreement, or any power, right, privilege or remedy of the Purchaser under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the Purchaser; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.13 Termination. This Agreement shall terminate and have no further force or effect as of the Voting Covenant Expiration Date; *provided, however*, that the termination of this Agreement shall not relieve any party from any liability for any breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement prior to such termination.

6.14 Capacity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall limit or restrict Stockholder from acting in Stockholder's capacity as a director or officer of Seller (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a stockholder of Seller) or voting in Stockholder's sole discretion on any matter other than those matters referred to in Section 3.

6.15 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

8

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

9

IN WITNESS WHEREOF, the Purchaser and Stockholder have caused this Agreement to be executed as of the date first written above.

EBAY INC.

By: /s/ Gary Dillabough

STOCKHOLDER

/s/ Brad Serwin
Name: Brad Serwin, Executive Vice President and General Counsel,
Ticketmaster

Address: _____

Facsimile: _____

Shares Held of Record _____ Options and Other Rights _____ Additional Securities Beneficially Owned _____

**EXHIBIT A
FORM OF IRREVOCABLE PROXY**

The undersigned stockholder ("Stockholder") of **FAIRMARKET, INC.**, a Delaware corporation (the "Seller"), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes **MICHAEL R. JACOBSON, MARK RUBASH, BRIAN H. LEVEY and EBAY INC.**, a Delaware corporation (the "Purchaser"), and each of them, the attorneys and proxies of Stockholder with full power of substitution and resubstitution, to the full extent of Stockholder's rights with respect to the outstanding shares of capital stock of the Seller owned of record by Stockholder as of the date of this proxy, which shares are specified on the final page of this proxy. (The shares of the capital stock of the Seller referred to in the immediately preceding sentence are collectively referred to as the "Shares.") Upon the execution hereof, all prior proxies given by Stockholder with respect to any of the Shares are hereby revoked, and Stockholder agrees that no subsequent proxies will be given with respect to any of the Shares in contravention of this Proxy. Capitalized terms used in this Proxy and not otherwise defined shall have the meanings ascribed to them in the Voting Agreement (as defined below).

This proxy is irrevocable, is coupled with an interest and is granted in connection with the Voting Agreement, dated as of the date hereof, between the Purchaser and Stockholder (the "Voting Agreement"), and is granted in consideration of the Purchaser entering into the Asset Purchase Agreement, dated as of the date hereof, between the Purchaser and the Seller (the "Purchase Agreement"). This proxy will terminate on the Voting Covenant Expiration Date (as defined in the Voting Agreement).

The attorneys and proxies named above will be empowered, and may exercise this proxy, to vote the Shares at any time on and after July 5, 2003 and until the Voting Covenant Expiration Date at any meeting of the stockholders of the Seller, however called, and in connection with any action by written consent of stockholders of the Seller (and to which Stockholder is entitled to vote):

- (i) in favor of the Acquisition (as defined in the Voting Agreement) and the execution and delivery by the Seller of the Purchase Agreement, in favor of each of the other actions contemplated by the Purchase Agreement and in favor of any action in furtherance of any of the foregoing; and
- (ii) against the following actions (other than the Acquisition and the transactions contemplated by the Purchase Agreement, including, without limitation, the change in Seller's corporate name or the dissolution and liquidation of the Seller): (i) any Acquisition Transaction; (ii) any Acquisition Proposal; (iii) any change in a majority of the board of directors of the Seller; (iv) any amendment to the Seller's certificate of incorporation or bylaws; (v) any material change in the capitalization of the Seller or the Seller's corporate structure; and (vi) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Acquisition or any of the other transactions contemplated by the Purchase Agreement or the Voting Agreement.

Stockholder may vote the Shares on all other matters not referred to in this proxy, and the attorneys and proxies named above may not exercise this proxy with respect to such other matters.

This proxy shall be binding upon the heirs, estate, executors, personal representatives, successors and assigns of Stockholder (including any transferee of any of the Shares).

If any provision of this proxy or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then: (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent; (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction; and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this proxy. Each provision of this proxy is separable from every other provision of this proxy, and each part of each provision of this proxy is separable from every other part of such provision.

Dated: _____, 2003

Name

Number of shares of common stock of the Seller owned of record as of the date of this proxy:
