

**EXHIBIT "1"**

**GUIDELINES FOR USE OF UNIVERSAL PROPERTIES ON THE INTERNET**

As a condition to your use of the NBCU Property on the Internet, you agree to use the following text on your Website and to take all steps necessary to enforce the terms included therein.

1. The appropriate long form Legal Notice as provided on the applicable Schedule(s) of your Agreement must be used on the first page of the Website where the NBCU Property appears, accompanied by the following text:

**The subscriber is not authorized to use the protected property for any commercial purpose whatsoever. Nothing contained herein shall be construed as creating any license or right under copyright, trademark or other intellectual property right of NBCU. Unauthorized distribution, duplication, alteration or other use of protected property, including without limitation any trademark, image, drawing, text, likeness or photograph may constitute a violation of the laws of copyright and trademark and may be prosecuted under criminal and/or civil law.**

On any subsequent pages on which the NBCU Property appears, the short form Legal Notice provided on the applicable Schedule(s) of the Agreement must be used.

2. NBCU requires that Licensee utilize on its own website as a mandatory jump screen text substantially similar to the following:

**By accessing, using and browsing this portion of the website (the "Site"), you accept without limitation or qualification, the terms and conditions below (the "Agreement"). Please read this Agreement carefully before accessing or using the Site.**

**No material from the Site owned, operated, licensed or controlled by NBCU or any of its related, affiliated or subsidiary companies, (collectively "NBCU") may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written permission of NBCU, except that you may download one copy of the material displayed on the Site on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright, trademark and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of NBCU's copyright, trademark and other proprietary rights.**

Deleted: 1/11/11  
Deleted: 12/17/10

Images of the NBCU property displayed on this Site are either the property of NBCU or used with permission. Except as specifically permitted herein, the use of these images by you, or anyone else authorized by you, is prohibited. Any unauthorized use of the NBCU property may violate copyright laws, trademark laws, the laws of piracy and publicity, and communications regulations and statutes.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on this Site are registered Trademarks of NBCU. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks displayed on this Site without the written permission of NBCU. Your misuse of the Trademarks displayed on this Site, or any other content on this Site, except as provided herein, is strictly prohibited. You are also advised that NBCU will aggressively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution.

The information contained in this Site is provided "as is" and without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Further, this information may include technical inaccuracies or typographical errors. NBCU may make improvements and/or changes in the products and/or the information described in the Site at any time without notice. As such, changes may, without notice, be periodically added to the Site.

Any questions, corrections or comments concerning this Site may be reported to NBCU. Please note, however, that any feedback information, such as questions, corrections, comments, suggestions, ideas and the like regarding the content of this Site, or any NBCU work, shall be deemed to be non-confidential and NBCU shall have no obligation of any kind with respect to such information. Further, NBCU shall be free to use, disclose, reproduce and distribute such feedback information to others without limitation, and NBCU shall be free to use such ideas, concepts, know-how or techniques contained in such feedback information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products incorporating such

Deleted: 1/11/11  
Deleted: 12/17/10

information.

**This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.**

**This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.**

3. If you intend to sell any Licensed Article(s) utilizing the NBCU Property on your website, you must include the following provision on the portion of the website where order are taken and/or placed:

**No orders will be accepted or fulfilled for NBC Universal licensed products outside of the United States of America and Canada.**

Notwithstanding any grant of rights hereunder with respect to online/internet distribution of the Licensed Article(s), Licensee shall not make use of, nor register for use, any identifiable element(s) of the NBCU Property (including, but not limited to, title(s), talent and/or character name(s), tagline(s), plotline(s), credit(s) and the like) in conjunction with any domain name(s) it may own or control.

Deleted: 1/11/11

Deleted: 12/17/10