

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934\*

HSN, INC.  
(Name of Issuer)

Common Stock, par value \$.01 per share  
(Title of Class of Securities)

40429R 10 9  
(CUSIP Number)

Stephen M. Brett, Esq. Senior Vice President and General Counsel Tele-Communications, Inc. 5619 DTC Parkway Englewood, CO 80111 (303) 267-5500	Pamela S. Seymon, Esq. Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, New York 10019 (212) 403-1000
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(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

February 4, 1997  
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*The remainder of this cover page should 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).

\*Note: This Statement constitutes Amendment No. 1 of a Report on Schedule 13D of BDTV II INC., Amendment No. 3 of a Report on Schedule 13D of BDTV INC., Amendment No. 7 of a Report on Schedule 13D of each of Barry Diller and the Reporting Group (as defined in Item 2) and Amendment No. 9 of a Report on Schedule 13D of Tele-Communications, Inc.

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Statement of

TELE-COMMUNICATIONS, INC.,

BARRY DILLER

BDTV INC.

and

BDTV II INC.

Pursuant to Section 13(d)  
of the Securities Exchange Act of 1934

in respect of

HSN, INC.  
(formerly named Silver King Communications, Inc.)

This Report on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$.01 per share (the "Common Stock"), of HSN, Inc., a Delaware corporation (the "Company," which was formerly named Silver King Communications, Inc.). The Report on Schedule 13D originally filed by Tele-Communications, Inc., a Delaware corporation ("TCI"), on August 15, 1994, as amended and supplemented by the amendments thereto previously filed with the Commission (collectively, the "TCI Schedule 13D"), is hereby amended and supplemented to include the information contained herein, and this Report constitutes Amendment No. 9 to the TCI Schedule 13D. In addition, the Report on Schedule 13D originally filed by each of Mr. Barry Diller (the "Barry Diller Schedule 13D") and the Reporting Group (the "Reporting Group Schedule 13D") on August 29, 1995, as amended and supplemented by the amendments thereto previously filed with the Commission, is hereby amended and supplemented to include the information contained herein, and this Report constitutes Amendment No. 7 to each of the Barry Diller Schedule 13D and the Reporting Group Schedule 13D. This Report on Schedule 13D also constitutes Amendment No. 3 to the Report on Schedule 13D of BDTV INC., a Delaware corporation ("BDTV"), originally filed with the Commission on August 16, 1996 (the "BDTV Schedule 13D"). This Report on Schedule 13D also constitutes Amendment No. 1 to the Report on Schedule 13D of BDTV II INC., a Delaware corporation ("BDTV II"), originally filed with the Commission on December 24, 1996 (the "BDTV II Schedule 13D"). Barry Diller, TCI, BDTV and BDTV II (each, a "Reporting

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Person") constitute a "group" for purposes of Rule 13d-5 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to their respective beneficial ownership of the Common Stock and are collectively referred to as the "Reporting Group." The TCI Schedule 13D, the Barry Diller Schedule 13D, the Reporting Group Schedule 13D, the BDTV Schedule 13D and the BDTV II Schedule 13D are collectively referred to as the "Schedule 13D." Capitalized terms not defined herein have the meanings provided in the prior Reports on Schedule 13D referred to in this paragraph.

The summary descriptions contained in this Report of certain agreements and documents are qualified in their entirety by reference to the complete texts of such agreements and documents, filed as Exhibits hereto and incorporated herein by reference. Information contained herein with respect to each Reporting Person and its executive officers, directors and controlling persons is given solely by such Reporting Person, and no other Reporting Person has responsibility for the accuracy or completeness of information supplied by such other

Reporting Person.

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

The information set forth in Item 6 of the TCI Schedule 13D, the Barry Diller Schedule 13D, the BDTV Schedule 13D, the BDTV II Schedule 13D and the Reporting Group Schedule 13D is hereby amended and supplemented by adding the following information:

On February 4, 1997, RMS sold its 415,945 shares of Class B Stock to Mr. David Geffen. Although, as disclosed previously, under the Class B Option, BDTV as the holder of the Class B Option was entitled to require RMS to convert such shares into a like number of shares of Common Stock, BDTV did not require such conversion. In connection with the sale by RMS of such shares to Mr. Geffen, however, BDTV and Mr. Geffen entered into a Letter Agreement, dated as of February 3, 1997 (the "Geffen Agreement"), pursuant to which Mr. Geffen has agreed, among other things, not to sell, transfer or otherwise dispose of or enter into any contract to sell, transfer or otherwise dispose of any of the 415,945 shares of Class B Stock unless in connection therewith such shares are converted into a like number of shares of Common Stock at or immediately prior to any such sale, transfer or other disposition.

The above description of Geffen Agreement is qualified in its entirety by reference to such agreement, which is filed as an exhibit hereto and is incorporated herein by reference.

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Item 7. Material to be Filed as Exhibits

1) Letter Agreement, dated as of February 3, 1997, by and between BDTV INC. and David Geffen.

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SIGNATURE

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 7, 1997

TELE-COMMUNICATIONS, INC.

By: /s/ Stephen M. Brett  
Name: Stephen M. Brett  
Title: Senior Vice President  
and General Counsel

/s/ Barry Diller  
Barry Diller

BDTV INC.

By: /s/ Barry Diller  
Name: Barry Diller  
Title: President

BDTV II INC.

By: /s/ Barry Diller  
Name: Barry Diller  
Title: President

EXHIBIT INDEX

Seq. Pg. No.

1. Written Agreement between TCI and Mr. Diller regarding Joint Filing of Schedule 13D.\*
2. Definitive Term Sheet regarding Stockholders Agreement, dated as of August 24, 1995, by and between Liberty Media Corporation and Mr. Diller.\*
3. Definitive Term Sheet regarding Equity Compensation Agreement, dated as of August 24, 1995, by and between the Company and Mr. Diller.\*
4. Press Release issued by the Company and Mr. Diller, dated August 25, 1995.\*
5. Letter Agreement, dated November 13, 1995, by and between Liberty Media Corporation and Mr. Diller.\*
6. Letter Agreement, dated November 16, 1995, by and between Liberty Media Corporation and Mr. Diller.\*
7. First Amendment to Stockholders Agreement, dated as of November 27, 1995, by and between Liberty Media Corporation and Mr. Diller.\*
8. Agreement and Plan of Merger, dated as of November 27, 1995, by and among Silver Management Company, Liberty Program Investments, Inc., and Liberty HSN, Inc.\*

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\* Previously filed.

9. Exchange Agreement, dated as of November 27, 1995, by and between Silver Management Company and Silver King Communications, Inc.\*
10. Agreement and Plan of Merger, dated as of November 27, 1995, by and among

Silver King Communications, Inc.,  
Thames Acquisition Corp. and Savoy  
Pictures Entertainment, Inc.\*

11. Voting Agreement, dated as of  
November 27, 1995, by and among  
Certain Stockholders of the Company  
and Savoy Pictures Entertainment, Inc.\*
12. Letter Agreement, dated March 22,  
1996, by and between Liberty Media  
Corporation and Barry Diller.\*
13. In re Applications of Roy M. Speer  
and Silver Management Company, Federal  
Communications Commission Memorandum  
and Order, adopted March 6, 1996 and  
released March 11, 1996.\*
14. In re Applications of Roy M. Speer  
and Silver Management Company,  
Request for Clarification of Silver  
Management Company, dated April 10,  
1996.\*
15. In re Applications of Roy M. Speer  
and Silver Management Company, Federal  
Communications Commission Memorandum  
Opinion and Order and Notice of Apparent  
Liability, adopted June 6, 1996 and  
released June 14, 1996.\*
16. Amended and Restated Joint Filing  
Agreement of TCI, Mr. Diller and BDTV.\*
17. Amended and Restated Certificate of  
Incorporation of BDTV INC.\*

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\* Previously filed.

18. Press Release issued by the Company  
and Home Shopping Network, Inc.,  
dated August 26, 1996.\*
19. Agreement and Plan of Exchange  
and Merger, dated as of August 25,  
1996, by and among the Company,  
Home Shopping Network, Inc., House  
Acquisition Corp., and Liberty  
HSN, Inc.\*
20. Termination Agreement, dated as of  
August 25, 1996, among the Company,  
BDTV INC., Liberty Program Investments,  
Inc., and Liberty HSN, Inc.\*
21. Voting Agreement, dated as of  
August 25, 1996, by and among  
Certain Stockholders of Home  
Shopping Network, Inc. and the  
Company.\*
22. Voting Agreement, dated as of  
August 25, 1996, by and among  
Barry Diller, Liberty Media  
Corporation, Arrow Holdings,

LLC, BDTV INC., and Home Shopping Network, Inc.\*

23. Letter Agreement, dated as of August 25, 1996, by and between Liberty Media Corporation and Barry Diller.\*
24. Second Amended and Restated Joint Filing Agreement by and between TCI, Mr. Diller, BDTC Inc. and BDTV II Inc.\*
24. Exchange Agreement, dated as of December 20, 1996, by and between the Company and Liberty HSN, Inc.\*
25. Letter Agreement, dated as of February 3, 1997, by and between BDTV INC. and David Geffen.

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\* Previously filed.

BDTV, Inc.  
2425 Olympic Boulevard  
Santa Monica, California 90404

February 3, 1997

Mr. David Geffen  
c/o The David Geffen Company  
10 Universal City Plaza, 27th Floor  
Universal City, CA 91608

Dear David:

We understand that following the execution of this letter agreement you will purchase 415,945 shares (the "Shares") of the Class B Common Stock, par value \$.01 per share (the "Class B Stock"), of HSN, Inc., a Delaware corporation ("HSN"), from RMS Limited Partnership, a Nevada limited partnership ("RMS"). The Shares are held by RMS subject to the terms of an Option Agreement dated as of February 11, 1993, as amended on September 23, 1994 (the "Option Agreement"), by and between Liberty Media Corporation ("Liberty") and RMS, which Option Agreement (including all of Liberty's rights thereunder) was subsequently assigned by Liberty to BDTV, Inc., a Delaware corporation formerly known as Silver Management Company ("BDTV"). As a condition to BDTV's willingness to enter into certain waivers of its rights under the Option Agreement in connection with the sale to you of the Shares, BDTV has required that you agree as follows:

1. You shall not sell, transfer or otherwise dispose of or enter into any contract to sell, transfer or otherwise dispose of any Shares unless in connection therewith the Shares are converted into shares of Common Stock, \$.01 par value per share ("Common Stock"), of HSN at or immediately prior to any such sale, transfer or other disposition, and you agree that the certificates representing such Shares shall bear an appropriate legend to reflect the restrictions set forth herein.

2. Prior to any pledge of, or the creation of any lien, claim, charge, encumbrance, security interest or rights or interests of any kind in the Shares (which shall be deemed to be a disposition), you shall convert such Shares into shares of Common Stock.

3. You shall deliver written notice to BDTV at least 5 business days prior to entering into any contract or agreement

with respect to the sale, transfer or other disposition of any Shares.

You acknowledge that BDTV would not have an adequate remedy at law for money damages in the event that any of your agreements herein were not performed in accordance with its terms and you therefore agree that BDTV shall be entitled to



specific enforcement of the terms hereof and to injunctive relief to restrain any threatened or continuing breach of any of your obligations, in addition to any other remedy to which BDTV may be entitled, at law or in equity.

You shall not assign this Agreement or any part thereof without the prior written consent of BDTV. BDTV shall be permitted to assign this Agreement or any rights in respect of this Agreement to any person without your consent or approval.

Any term or provision of this Agreement may be waived at any time by an instrument in writing signed by the party entitled to the benefits thereof, and this Agreement may be amended or supplemented at any time by an instrument in writing signed by the parties hereto.

The number and kind of Shares shall be appropriately adjusted in the event of any stock split, reverse split, stock dividend or other reclassification or reorganization affecting the capital stock of HSN occurring after the date hereof.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws thereof.

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If the foregoing correctly sets forth our agreement, please sign in the space provided below.

Very truly yours,

BDTV, Inc.

By /s/ Barry Diller  
Barry Diller  
President

Agreed to:

/s/ David Geffen  
David Geffen

