

SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT  
 UNDER  
 THE SECURITIES ACT OF 1933

USA NETWORKS, INC.  
 (Exact name of registrant as specified in its charter)

Delaware  
 (State or other jurisdiction  
 of incorporation or organization)

59-2712887  
 (I.R.S. Employer  
 Identification No.)

152 West 57th Street, New York, NY  
 (Address of Principal Executive Offices)

10019  
 (Zip Code)

TICKETMASTER STOCK PLAN (AS AMENDED AND RESTATED)  
 (Full title of the plan)

THOMAS J. KUHN  
 USA NETWORKS, INC.  
 152 WEST 52ND STREET  
 NEW YORK, NY 10019  
 (Name and address of agent for service)

(212) 314-7300  
 (Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

| TITLE OF EACH CLASS OF<br>SECURITIES<br>TO BE REGISTERED | AMOUNT TO<br>BE<br>REGISTERED(1) | PROPOSED<br>MAXIMUM<br>OFFERING PRICE<br>PER SHARE | PROPOSED MAXIMUM<br>AGGREGATE<br>OFFERING<br>PRICE | AMOUNT OF<br>REGISTRATION<br>FEE |
|--|----------------------------------|--|--|----------------------------------|
| Common Stock,<br>par value \$.01 per<br>share            | 3,014,850<br>shares              | N/A  | 70,607,787   | (2)                              |

- (1) Also includes an indeterminable number of additional shares that may become issuable pursuant to the anti-dilution provisions of the Plan.
- (2) Not applicable. All filing fees payable in connection with the registration of the issuance of these securities were paid in connection with the filing of (a) preliminary proxy materials on Schedule 14A of Ticketmaster Group, Inc. on May 1, 1998, (b) the Registrant's Registration Statement on Form S-4 (333-53093) on May 20, 1998, and (c) Amendment No. 2 thereto, filed on June 24, 1998.

PART II  
 INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

INTRODUCTORY STATEMENT

This Registration Statement on Form S-8 (the "Registration Statement") of USA Networks, Inc., a Delaware corporation (the "Company" or the "Registrant"), relates to up to 3,014,850 shares of the Registrant's common stock, par value \$.01 per share (the "Common Stock"), issuable in connection with the Ticketmaster Stock Plan (As Amended and Restated) (the "Plan") of Ticketmaster Group, Inc. ("Ticketmaster"). All such shares of Common Stock were previously included in the Registration Statement on Form S-4 (as amended) originally filed by the Registrant with the Securities and Exchange Commission on May 20, 1998 (No. 333-53093).

On June 24, 1998, Brick Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of the Registrant ("Brick"), was merged with and into Ticketmaster (the "Merger") pursuant to an Agreement and Plan of Merger,

dated as of March 20, 1998, among the Registrant, Brick and Ticketmaster (the "Ticketmaster Merger Agreement"). As a result of the Merger, each outstanding share of Ticketmaster Common Stock (with certain specified exceptions) was converted into shares of Common Stock pursuant to the exchange ratio (the "Exchange Ratio") set forth in the Merger Agreement. Also as a result of the Merger, shares of Ticketmaster Common Stock are no longer issuable upon the exercise of options to purchase Ticketmaster Common Stock ("Options") pursuant to the Plan. Instead, upon exercise of Options, participants in the Plan will receive that number of shares of Common Stock of the Registrant equal to the number of shares of Ticketmaster Common Stock issuable immediately prior to the effective time of the Merger upon exercise of an Option multiplied by the Exchange Ratio, with an exercise price for each share of Common Stock equal to the exercise price for a share of Ticketmaster Common Stock which existed under the corresponding Option divided by the Exchange Ratio (subject to adjustment as provided in the applicable Plan).

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The documents listed below are incorporated by reference in this Registration Statement. All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of the filing of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities registered hereunder have been sold, or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

(a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997;

(b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998; and the Company's Current Reports on Form 8-K filed January 9, 1998 (amending Form 8-K filed on February 13, 1996), January 16, 1998, January 23, 1998, February 13, 1998, February 23, 1998, April 1, 1998, May 1, 1998 and May 19, 1998;

(c) The information contained in the Company's Proxy Statement, dated January 12, 1998, for its annual meeting of stockholders held on February 11, 1998, filed with the Commission on January 13, 1998; and

(d) The description of the Common Stock contained in the Company's Registration Statement on Form S-4, dated November 20, 1996 (No. 333-16437).

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Restated Certificate of Incorporation limits, to the maximum extent permitted by Delaware law, the personal liability of directors for monetary damages for breach of their fiduciary duties as directors. The Registrant's By-Laws provide that the directors, officers and certain other persons will be indemnified with respect to third-party actions or suits, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Registrant. The Registrant's By-Laws further provide that directors, officers and certain other persons will be indemnified with respect to actions or suits by or in the right of the Registrant, provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Registrant; except that no indemnification shall be made in the event that such person shall be adjudged to be liable to the Registrant, unless a court determines that indemnification is fair and reasonable in view of all the circumstances. The Registrant's By-Laws allow the Registrant to pay all expenses incurred by a director, officer, employee or agent in defending any proceeding within the scope of the indemnification provisions as such expenses are incurred in advance of its final disposition, subject to repayment if it is ultimately determined that such party was not entitled to indemnity by the Registrant. The Registrant believes that these agreements are necessary to attract and retain qualified persons as directors and officers.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of the fact that he was a director, officer or agent of the corporation or was serving at the request of the corporation against expenses actually and reasonably incurred by him in connection with such action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

ITEM 8. EXHIBITS.

| Exhibit<br>Number | Description of Exhibit  |
|-------------------|---|
| 5.01              | Opinion of Wachtell, Lipton, Rosen & Katz as to legality of the shares of Common Stock being registered |
| 23.01             | Consent of Wachtell, Lipton, Rosen & Katz (included in Exhibit 5.01 hereto)                             |
| 23.02             | Consent of Deloitte & Touche LLP  |
| 23.03             | Consent of Ernst & Young LLP  |
| 23.04             | Consent of KPMG Peat Marwick LLP  |
| 23.05             | Consent of Price Waterhouse LLP   |
| 23.06             | Consent of Price Waterhouse LLP   |
| 24.01             | Power of Attorney (included on Page II-6 of this Registration Statement)                                |
| 99.01             | Ticketmaster Stock Plan (As Amended and Restated)   |

ITEM 9. UNDERTAKINGS.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act"); (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that clauses (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those clauses is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 6 above or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 25th day of June, 1998.

USA NETWORKS, INC.

By: /s/ Barry Diller

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Barry Diller  
Chairman of the Board and  
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Victor A. Kaufman and Thomas J. Kuhn, jointly and severally, his attorneys-in-fact, each with the power of substitution, for him in any and all capacities, to sign any amendments to this Registration Statement and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-8 has been signed by the following persons in the capacities on June 25 1998.

| SIGNATURE   | TITLE  |
|---|--|
| /s/ Barry Diller<br>-----<br>Barry Diller                   | Chairman of the Board,<br>Chief Executive Officer and Director                                   |
| /s/ Victor A. Kaufman<br>-----<br>Victor A. Kaufman         | Office of the Chairman, Chief<br>Financial Officer and Director<br>(Principal Financial Officer) |
| /s/ Michael P. Durney<br>-----<br>Michael P. Durney         | Controller (Chief Accounting Officer)  |
| /s/ Paul G. Allen<br>-----<br>Paul G. Allen                 | Director   |
| /s/ Frank J. Biondi<br>-----<br>Frank J. Biondi, Jr.        | Director   |
| /s/ Edgar Bronfman<br>-----<br>Edgar Bronfman, Jr.          | Director   |
| /s/ James G. Held<br>-----<br>James G. Held                 | Director   |
| /s/ Robert W. Matschullat<br>-----<br>Robert W. Matschullat | Director   |
| /s/ Samuel Minzberg<br>-----<br>Samuel Minzberg             | Direcotr   |
| /s/ William D. Savoy<br>-----<br>William D. Savoy           | Director   |
| /s/ H. Norman Schwarzkopf<br>-----<br>H. Norman Schwarzkopf | Director   |
| /s/ Richard E. Snyder<br>-----<br>Richard E. Snyder         | Director   |

EXHIBIT INDEX

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[LETTERHEAD OF WACHTELL, LIPTON, ROSEN & KATZ]

June 24, 1998

USA Networks, Inc.  
152 West 57th Street  
New York, New York 10019

Re: Registration Statement on Form S-8 of USA Networks, Inc.

Members of the Board:

We are acting as special counsel to USA Networks, Inc., a Delaware corporation ("the Company"), in connection with the above-captioned Registration Statement on Form S-8 filed with the Securities and Exchange Commission (the "Registration Statement") with respect to the up to 3,014,850 shares of common stock, par value \$.01 per share (the "Common Stock"), of the Company pursuant to the Ticketmaster Stock Plan (the "Plan") of Ticketmaster Group, Inc. ("Ticketmaster").

In connection with this opinion, we have reviewed the Registration Statement and the exhibits thereto, and we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, certificates of public officials and of officers of the Company, the Plan and other instruments, and such matters of law and fact as we have deemed necessary to render the opinion contained herein.

USA Networks, Inc.  
June 24, 1998  
Page 2

Based upon and subject to the foregoing, we are of the opinion that the shares of Common Stock available under the Plan, when issued, delivered and paid for in accordance with the terms and conditions of the Plan, will be validly issued, fully paid, and non-assessable.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ WACHTELL, LIPTON, ROSEN & KATZ

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in a Registration Statement of USA Networks, Inc. (formerly HSN, Inc. and Silver King Communications, Inc.) on Form S-8, pertaining to the registration of common stock of USA Networks, Inc. for issuance in connection with the Ticketmaster Stock Plan (As Amended and Restated) of Ticketmaster Group, Inc., of our report dated July 2, 1996 appearing in the Annual Report on Form 10-K of USA Networks, Inc. for the year ended December 31, 1997.

/s/ Deloitte & Touche LLP

DELOITTE & TOUCHE LLP

Tampa, Florida  
June 23, 1998

CONSENT OF ERNST & YOUNG LLP

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the Ticketmaster Stock Plan (as amended and restated) of our report dated March 13, 1998, with respect to the consolidated financial statements and schedule of USA Networks, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 1997, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

New York, New York  
June 19, 1998

[Letterhead of KPMG Peat Marwick]

CONSENT OF KPMG PEAT MARWICK

The Board of Directors  
USA Networks, Inc.

We consent to the use of our report dated February 24, 1995 incorporated herein  
by reference.

/s/ KPMG Peat Marwick LLP  
KPMG Peat Marwick LLP

New York, New York  
June 19, 1998

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of USA Networks, Inc. of our report dated February 21, 1997 relating to the financial statements of USA Networks appearing on page H-7 of HSN, inc's (subsequently renamed USA Networks, Inc.) proxy statement dated January 12, 1998.

/s/ Price Waterhouse LLP

PRICE WATERHOUSE LLP

June 19, 1998  
New York, NY

Consent of Independent Accountants

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of USA Networks, Inc. of our report dated December 8, 1997 relating to the financial statements of Universal Television Group appearing on page I-9 of HSN, inc's (subsequently renamed USA Networks, Inc.) proxy statement dated January 12, 1998.

/s/ Price Waterhouse LLP

PRICE WATERHOUSE LLP

June 23, 1998  
Century City, CA

TICKETMASTER  
STOCK PLAN  
(AS AMENDED AND RESTATED)[1]

1. Preamble.

Ticketmaster Group, Inc. (formerly known as "Ticketmaster Holdings Group, Ltd."), an Illinois corporation (the "Company"), established the Ticketmaster Stock Plan (the "Plan") as a means whereby the Company may, through awards of (i) incentive stock options within the meaning of section 422 of the Code (as herein defined), (ii) stock appreciation rights, (iii) non-qualified stock options, (iv) restricted stock, and (v) phantom stock:

(a) provide employees of the Company and its subsidiaries with additional incentive to promote the success of the Company's and its Subsidiaries' businesses;

(b) enable such employees to acquire proprietary interests in the Company;

(c) encourage such employees to remain in the employ of the Company and its Subsidiaries; and

(d) provide Officers and Directors of, and consultants to, the Company and its Subsidiaries (who are not otherwise employees) with additional incentive to promote the success of the Company's and its Subsidiaries' businesses.

The Plan was adopted on June 30, 1994, subsequently amended on September 1, 1994, and is hereby further amended and restated in the form of this Plan document effective as provided herein. The provisions of this Plan do not apply to or affect any option, SAR, or stock heretofore or hereafter granted under any other stock plan of the Company or any Subsidiary, and all such options, SARs or stock continue to be governed by and subject to the applicable provisions of the plan or agreement under which they were granted.

2. Definitions.

2.1 "Board" or "Board of Directors" means the board of directors of the Company.

2.2 "Cause" means, as determined in the sole discretion of the Board, a Participant's (a) commission of a felony; (b) dishonesty or misrepresentation involving the Company

- - - - -  
[1] In 1996, the Board of Directors of the Company adjusted the number of shares, options and option price pursuant to the terms of the Plan to reflect a 1 for 3 stock split of the Common Stock. The shareholders of the Company on June 10, 1997, approved an amendment to the Plan to increase the number of shares available for issuance under the Plan. This Plan document reflects the adjustment of the shares of stock available for issuance under the Plan and as Directors options as a result of the stock split and the increase in the number of shares available for issuance under the Plan as approved by the shareholders of the Company on June 10, 1997.

or any Subsidiary; (c) serious misconduct in the performance or non-performance of Participant's responsibilities as an employee, Officer, Director or consultant; (d) violation of a material condition of employment or retention; (e) unauthorized use of trade secrets or confidential information; or (f) aiding a competitor of the Company or any Subsidiary.

2.3 "Change in Control" means, the occurrence of any one of the following events:

(a) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or which contemplates that all or substantially all of the business and/or assets of the Company shall be controlled by another corporation or a recapitalization in which the current controlling stockholders do not continue to be the controlling stockholders;

(b) any sale, lease, exchange or transfer (in one transaction or

series of related transactions) of all or substantially all of the assets of the Company and/or its Subsidiaries;

(c) approval by the shareholders of the Company of any plan or proposal for the liquidation or dissolution of the Company, unless such plan or proposal is abandoned within 60 days following such approval;

(d) any "person" (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act), other than a person who is a stockholder of the Company on the Option Date, who shall become the beneficial owner of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote in the election of directors;

(e) any sale, exchange or transfer (other than transfers to affiliated entities, i.e. entities controlling, controlled by or under common control with, the transferor) of securities of the Company representing more than 50% of (i) the total fair market value of the Company's then outstanding equity securities, or (ii) the combined voting power of the Company's then outstanding securities ordinarily having the right to vote in the election of directors, whether pursuant to a tender or exchange offer, open market offering, purchase or sale, privately negotiated purchase and sale or otherwise; or

(f) if during a period of two consecutive years from the Option Date, individuals who at the beginning of such period constituted the directors of the Company cease for any reason to constitute a majority thereof (unless the election, or nomination for election by the Company's stockholders, of each director of the Company first elected during such period was approved by a vote of at least a majority of the directors then still in office who were directors at the beginning of any such period.

2.4 "Code" means the Internal Revenue Code of 1986, as it exists now and as it may be amended from time to time.

2.5 "Committee" means the committee comprised of two or more outside Directors appointed by the Board to administer the Plan. Each member of the Committee shall (a)

be a "Non-Employee Director" as determined under Rule 16b-3(b)(3)(i) of the Exchange Act; and (b) be an outside Director as determined under Treasury Regulation 26 CFR Section 1.162-27(e)(3) or any successor regulation thereto. Once appointed, the Committee shall continue to serve until otherwise directed by the Board of Directors.

2.6 "Common Stock" means the Series A common stock of the Company, no par value, or, if the various series of common stock are eliminated by amendment to, or restatement of, the Company's Articles of Incorporation, the resulting class of equity securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote for the election of directors.

2.7 "Company" means Ticketmaster Group, Inc. (formerly known as "Ticketmaster Holdings Group, Ltd"), an Illinois corporation, and any successor thereto.

2.8 "Director" means a member of the Board.

2.9 "Exchange Act" shall mean the Securities Exchange Act of 1934, as it exists now or from time to time may hereafter be amended.

2.10 "Fair Market Value" means for the relevant day:

(a) If shares of Common Stock are listed or admitted to unlisted trading privileges on any national or regional securities exchange, the last reported sale price, regular way, on the composite tape of that exchange on the day Fair Market Value is to be determined;

(b) If the Common Stock is not listed or admitted to unlisted trading privileges as provided in paragraph (a), and if sales prices for shares of Common Stock are reported by the National Association of Securities Dealers, Inc. Automated Quotations, Inc. National Market System ("NASDAQ System"), then the last sale price for Common Stock reported as of the close of business on the day Fair Market Value is to be determined, or if no such sale takes place on that day, the average of the high bid and low asked prices so reported; if Common Stock is not traded on that day, the next preceding day on which such stock was traded; or

(c) If trading of the Common Stock is not reported by the NASDAQ System or on a stock exchange, Fair Market Value will be determined by the Committee based upon the best available data, which determination shall be conclusive for all purposes.

2.11 "ISO" means incentive stock options within the meaning of Section 422 of the Code.

2.12 "Naked SAR" means a SAR issued not in connection with an ISO or NSO.

2.13 "NSO" means non-qualified stock options, which are not intended to qualify under Section 422 of the Code.

2.14 "Officer" means a corporate officer of the Company or any Subsidiary.

2.15 "Option" means the right of a Participant, whether granted as an ISO or an NSO, to purchase a specified number of shares of Common Stock, subject to the terms and conditions of the Plan.

2.16 "Option Date" means the date upon which an Option, SAR, Restricted Stock or Phantom Stock is awarded to a Participant under the Plan.

2.17 "Option Price" means the price per share at which an Option may be exercised.

2.18 "Participant" means an individual to whom an Option, SAR, Phantom Stock or Restricted Stock has been granted under the Plan.

2.19 "Phantom Stock" means a hypothetical share of Common Stock issued as phantom stock under the Plan.

2.20 "Plan" means the Ticketmaster Stock Plan, as set forth herein and as from time to time amended.

2.21 "Restricted Stock" means Common Stock awarded to a Participant pursuant to this Plan and subject to the restrictions contained in Section 9.

2.22 "SAR" means a stock appreciation right. A SAR may be a Naked SAR or a Tandem SAR.

2.23 "Securities Act" means the Securities Act of 1933, as it exists now or from time to time may hereinafter be amended.

2.24 "Subsidiary" means any corporation or other entity of which the majority voting power or equity interest is owned directly or indirectly by the Company.

2.25 "Tandem SAR" means a SAR associated with and issued in connection with an ISO or NSO.

2.26 Rules of Construction.

(a) Governing Law. The construction and operation of this Plan are governed by the laws of the State of Illinois.

(b) Undefined Terms. Unless the context requires another meaning, any term not specifically defined in this Plan has the meaning given to it by the Code.

(c) Headings. All headings in this Plan are for reference only and are not to be utilized in construing the Plan.

(d) Gender. Unless clearly appropriate, all nouns of whatever gender refer indifferently to persons of any gender.

(e) Singular and Plural. Unless clearly inappropriate, singular terms refer also to the plural and vice versa.

(f) Severability. If any provision of this Plan is determined to be illegal or invalid for any reason, the remaining provisions shall continue in full force and effect and shall be construed and enforced as if the illegal or invalid provision did not exist, unless the continuance of the Plan in such circumstances is not consistent with its purposes.

### 3. Stock Subject to the Plan.

Except as otherwise provided in Section 15, the aggregate number of shares of Common Stock that may be issued under Options or as Restricted Stock, under this Plan may not exceed 3,750,000 shares. Reserved shares may be either authorized but unissued shares or treasury shares, in the Board's discretion. If any awards hereunder shall terminate or expire, as to any number of shares, new ISOs, NSOs, and Restricted Stock may thereafter be awarded with respect to such shares. Except as otherwise provided in Section 15, the aggregate number of shares of Common Stock that may be issued under Options, as Restricted Stock, or upon which SARs or Phantom Stock may be awarded for any Participant may not exceed 500,000.

### 4. Administration.

The Plan shall be administered by the Committee. In addition to any other powers set forth in this Plan, the Committee has the exclusive authority:

(a) to construe and interpret the Plan, and to remedy any ambiguities or inconsistencies therein;

(b) to establish, amend and rescind appropriate rules and regulations relating to the Plan;

(c) subject to the express provisions of the Plan, to determine the individuals who will receive awards of Options, Restricted Stock, Phantom Stock and/or SARs, the times when they will receive them, the number of shares to be subject to each award and the Option Price, payment terms, payment method, and expiration date applicable to each award;

(d) to contest on behalf of the Company or Participants, at the expense of the Company, any ruling or decision on any matter relating to the Plan or to any awards of ISOs, NSOs, Restricted Stock, Phantom Stock and/or SARs;

(e) generally, to administer the Plan, and to take all such steps and make all such determinations in connection with the Plan and the awards of ISOs, NSOs, Restricted Stock, Phantom Stock and/or SARs granted thereunder as it may deem necessary or advisable;

(f) to determine the form in which payment of a SAR or a Phantom Stock award granted hereunder will be made (i.e., cash, Common Stock or a combination thereof) or to approve a participant's election to receive cash in whole or in part in settlement of the SAR or Phantom Stock award; and

(g) to determine the form in which tax withholding under Section 18 of this Plan will be made.

5. Eligible Employees.

Subject to the provisions of the Plan, the Committee shall determine from time to time those employees, Directors and Officers of, and consultants to, the Company or a Subsidiary who shall be designated as Participants and the number, if any, of Options, SARs, Restricted Stock, and Phantom Stock, or any combination thereof, to be awarded to each such Participant; provided, however, that no ISOs or Tandem SARs granted with respect to ISOs, shall be awarded under the Plan after the expiration of the period of ten years from the date this Plan is adopted by the Board. In addition, no ISOs may be awarded to a Director or Officer who is not an employee of the Company or a Subsidiary.

6. Terms and Conditions of Incentive Stock Options.

The Committee may in its discretion, grant ISOs to any Participant under the Plan; provided, however, that no ISOs may be granted to a Participant who is not an employee of the Company or a Subsidiary. Each ISO shall be evidenced by an agreement between the Company and the Participant. Each ISO agreement, in such form as is approved by the Committee, shall be subject to the following express terms and conditions and to such other terms and conditions, not inconsistent with the Plan, as the Committee may deem appropriate;

(a) Option Period. Each ISO will expire as of the earliest of:

(i) the date on which it is forfeited under the provisions of Section 13;

(ii) 10 years (or five years as specified in Section 6(e)) from the Option Date;

(iii) three months after the Participant's termination of employment for any reason other than death; or

(iv) six months after the Participant's death.

(b) Option Price. Subject to the provisions of Section 6(e), the Option Price per share shall be determined by the Committee at the time any ISO is granted, and shall not be less than the Fair Market Value of the Common Stock subject to the ISO on the Option Date.

(c) Other Option Provisions. The form of ISO authorized by the Plan may contain such other provisions as the Committee may, from time to time, determine; provided,

however, that such other provisions may not be inconsistent with any requirements imposed on qualified stock options under Section 422 of the Code.

(d) Limitations on Awards. The aggregate Fair Market Value, determined as of the Option Date, of Common Stock with respect to which ISOs are exercisable by a Participant for the first time during any calendar year under all ISO plans of the Company and any Subsidiary shall not exceed \$100,000.

(e) Awards to Certain Stockholders. Notwithstanding Sections 6(a) and 6(b) hereof, if an ISO is granted to a Participant who owns stock representing more than 10 percent of the voting power of all classes of stock of the Company or a Subsidiary (as determined under the Code), the exercise period specified in the ISO agreement for which the ISO thereunder is granted shall not exceed five years from the Option Date, and the Option Price shall be at least 110% of the Fair Market Value (as of the Option Date) of the Common Stock subject to the ISO.

#### 7. Terms and Conditions of Non-Qualified Stock Option.

The Committee may, in its discretion, grant NSOs to any Participant under the Plan. Each NSO shall be evidenced by an agreement between the Company and the Participant. Each NSO agreement, in such form as is approved by the Committee, shall be subject to the following express terms and conditions and to such other terms and conditions, not inconsistent with the Plan as the Committee may deem appropriate:

(a) Option Period. Each NSO will expire as of the earliest of:

(i) the date on which it is forfeited under the provisions of Section 13;

(ii) the date three months after the Participant's termination of employment or membership on the Board, as applicable, for any reason other than death; or

(iii) the date six months after the Participant's death.

(b) Option Price. At the time when the NSO is granted, the Committee will fix the Option Price. The Option Price may be greater than, less than, or equal to Fair Market Value on the Option Date, as determined in the sole discretion of the Committee.

(c) Other Option Provisions. The form of NSO authorized by the Plan may contain such other provisions as the Committee may from time to time determine.

#### 8. Terms and Conditions of Stock Appreciation Rights.

The Committee may, in its discretion, grant a SAR to any Participant under the Plan. Each SAR shall be evidenced by an agreement between the Company and the Participant, and may be a Naked SAR or a Tandem SAR. Each SAR awarded to Participants under the Plan

shall be subject to the following express terms and conditions and to such other terms and conditions, not inconsistent with the Plan, as the Committee shall deem appropriate:

(a) Tandem SARs. Tandem SARs shall terminate on the same date as the related ISO or NSO. A Tandem SAR shall be exercisable only if the Fair Market Value of a share of Common Stock on the date of surrender exceeds either the Option Price for the related ISO or the Fair Market Value of the Common Stock on the Option Date, if related to an NSO, and then shall be exercisable to the extent, and only to the extent, that the related ISO or NSO is exercisable. A Tandem SAR shall entitle the Participant to whom it is granted the right to elect, so long as such Tandem SAR is exercisable and subject to such limitations as the Committee shall have imposed, to surrender any then exercisable portion of his related ISO or NSO, in whole or in part, and receive from the Company in exchange, without any payment of cash (except for applicable employee withholding taxes), that number of shares of Common Stock having an aggregate Fair Market Value on the date of surrender equal to the product of (i) the excess of the Fair Market Value of a share of Common Stock on the date of surrender over the per share Option Price under such ISO or the Fair Market Value of the Common Stock on the Option Date, if such SAR is related to an NSO and (ii) the number of shares of Common Stock subject to such ISO or NSO or portion thereof which is surrendered. Any ISO or NSO or portion thereof which is surrendered shall no longer be exercisable. The Committee, in its sole discretion, may allow the Company to settle all or part of the Company's obligation arising out of the exercise of a Tandem SAR by the payment of cash equal to the aggregate Fair Market Value of the shares of Common Stock which the Company would otherwise be obligated to deliver.

(b) Naked SARs. Naked SARs shall terminate as provided in the Participant's SAR agreement. The Committee may at the time of granting any Naked SAR add such conditions and limitations to the Naked SAR as it shall deem advisable, including but not limited to, limitations on the period within which the Naked SAR shall be exercisable and the maximum amount of appreciation to be recognized with regard to such Naked SAR.

(c) Other Conditions. If a Participant is subject to Section 16(a) and Section 16(b) of the Exchange Act, the Committee may at any time add such additional conditions and limitations to such SAR which the Committee, in its discretion, deems necessary or desirable in order to comply with Section 16(a) or Section 16(b) of the Exchange Act and the rules and regulations issued thereunder, or in order to obtain any exemption therefrom.

#### 9. Terms and Conditions of Restricted Stock Awards.

The Committee, in its discretion, may grant Restricted Stock to any Participant under the Plan. Each grant of Restricted Stock shall be evidenced by an agreement between the Company and the Participant. All shares of Common Stock awarded to Participants under the Plan as Restricted Stock shall be subject to the following express terms and conditions and to such other terms and conditions, not inconsistent with the Plan, as the Committee shall deem appropriate:

(a) Restricted Period. Shares of Restricted Stock awarded to Participants may not be sold, transferred, pledged or otherwise encumbered before they vest. Subject to the provisions of subparagraphs (b) and (c) below and any other restrictions imposed by law, any shares of Restricted Stock that vest will be transferred to the Participant or, in the event of his death, to the beneficiary or beneficiaries designated by writing filed by the Participant with the Committee for such purpose or, if none, to his estate. Delivery of shares in accordance with the preceding sentence shall be made within the 30-day period after they vest.

(b) Forfeitures. A Participant shall forfeit all unpaid accumulated dividends and all shares of Restricted Stock which have not vested prior to the date that his employment with the Company, or if a Director, his membership on the Board, is terminated for any reason.

(c) Certificates Deposited With Company. Each certificate issued in respect of shares of Restricted Stock awarded under the Plan shall be registered in the name of the Participant and deposited with the Company. Each such certificate shall bear the following (or a similar) legend:

"The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) relating to Restricted Stock contained in the Ticketmaster Stock Plan and an agreement entered into between the registered owner and Ticketmaster Group, Inc. (f/k/a Ticketmaster Holdings Group, Ltd.) Copies of such Plan and agreement are on file at the principal office of Ticketmaster Group, Inc."

(d) Stockholder Rights. Subject to the foregoing restrictions, each Participant shall have all the rights of a stockholder with respect to his shares of Restricted Stock including, but not limited to, the right to vote such shares.

(e) Dividends. On each Common Stock dividend payment date, each Participant shall receive an amount equal to the dividend paid on that date on a share of Common Stock, multiplied by his number of shares of Restricted Stock.

#### 10. Terms and Conditions of Phantom Stock.

The Committee may, in its discretion, award Phantom Stock to any Participant under the Plan. Each award of Phantom Stock shall be evidenced by an agreement between the Company and the Participant. The Committee may at the time of awarding any Phantom Stock add such additional conditions and limitations to the Phantom Stock as it shall deem advisable, including, but not limited to, the right for Participants to receive dividends equivalent to those paid on Common Stock, limitations on the period or periods within which the Phantom Stock may be surrendered, and the maximum amount of appreciation to be recognized with regard to such Phantom Stock. If a Participant is subject to Section 16(a) and Section 16(b) of the Exchange Act, the Committee may at any time add such additional conditions and limitations to such Phan-

tom Stock which, in its discretion, the Committee deems necessary or desirable in order to comply with Section 16(a) or Section 16(b) of the Exchange Act and the rules and regulations issued thereunder, or in order to obtain any exemption therefrom. An award of Phantom Stock shall entitle the Participant to whom it is awarded the right to elect, so long as such Phantom Stock is vested and subject to such limitations as the Committee shall have imposed, to surrender any then vested portion of the Phantom Stock, in whole or in part, and receive from the Company in exchange therefor the Fair Market Value on the date of surrender of the Common Stock to which the surrendered Phantom Stock relates in cash or in shares of Common Stock as the Committee may determine.

11. Director Stock Options.

(a) Each Director who is not otherwise an employee of the Company or the beneficial owner of 5% or more of the outstanding Common Stock and who is a Director on August 21, 1996 shall automatically be granted as of that date NSOs to purchase 25,000 shares of Common Stock having an exercise price per share equal to \$14.50 or, if the Company completes an initial public offering of Common Stock prior to February 21, 1997, the price to the public (as adjusted) for any intervening reverse stock split.

(b) Commencing with the date of the annual meeting of the Shareholders of the Company scheduled to be held in 1997, or, if no annual meeting of the Shareholders of the Company occurs on the scheduled date for such meeting as specified in the Company's by-laws, and annually thereafter each Director who is not otherwise an employee of the Company or the beneficial owner of 5% or more of the outstanding Common Stock shall automatically be granted NSOs to purchase 10,000 shares of Common Stock having an exercise price per share equal to 100% of the Fair Market Value of the Common Stock at the Option Date.

(c) An automatic Director NSO shall be granted hereunder only if as of each Option Date the Director (i) is not otherwise an employee of the Company or any subsidiary or affiliate, (ii) has not been an employee of the Company or any subsidiary or affiliate for any part of the preceding fiscal year, and (iii) has served on the Board continuously since the commencement, prior to such Option Date, of his term.

(d) Paragraph (b) of this Section 11 shall not become effective and no NSO's shall be automatically granted pursuant thereto until such time as the Company's Common Stock has been sold pursuant to a public offering.

(e) Each NSO granted pursuant to this Section 11 shall notwithstanding the provisions of Section 13, be 100% vested as of the Option Date; provided, however, such NSO may not be exercised at any time prior to six months after the Option Date. NSOs granted pursuant to this Section 11 shall expire ten years from the Option Date. The provisions of Section 7(a)(i) and (ii) shall not apply to any NSO granted pursuant to this Section 11.

(f) In the event that the number of shares of Common Stock available for future grant under the Plan is insufficient to make all automatic grants required to be made on such date, then all non-employee Directors entitled to a grant on such date shall share ratably in the number of NSOs shares available for grant under the Plan.

(g) Except as expressly provided in this Section 11, any NSO granted hereunder shall be subject to the terms and conditions of the Plan if the grant were made pursuant to Section 7 hereof.

12. Manner of Exercise of Options.

To exercise an Option in whole or in part, a Participant (or, after the Participant's death, the Participant's executor or administrator) must give written notice to the Committee, stating the number of shares to which he intends to exercise the Option. The Company will issue the shares with respect to which the Option is exercised upon payment in full of the Option Price. The Option Price may be paid in (i) cash, (ii) shares of Common Stock having an aggregate Fair Market Value, as determined on the date of delivery, equal to the Option Price, or (iii) by delivery of irrevocable instructions to a broker to promptly deliver to the Company the amount of sale or loan proceeds necessary to pay for all Common Stock acquired through such exercise and any tax withholding obligations resulting from such exercise. The Option Price may be paid in shares of Common Stock which were received by the Participant upon the exercise of one or more Options. The Option Price may be paid in shares of Common Stock which were received by the Participant as an award of Restricted Stock under the Plan. The Option Price may be paid by surrender of Tandem SARs equal to the Option Price.

13. Vesting.

A Participant may not exercise an Option or surrender a SAR or Phantom Stock until it has become vested. The portion of an Option, SAR or Phantom Stock award that is vested depends upon the period that has elapsed since the Option Date. Unless the Committee establishes a different vesting schedule at the time when an Option is granted or the Restricted Stock, SAR or Phantom Stock is awarded, all Options granted under this Plan, Restricted Stock, SARs, and Phantom Stock awarded under this Plan shall become 25% vested after 12 months from the Option Date, and shall vest monthly pro rata over a period of 36 months thereafter. Except as provided below or in Section 14, if a Participant terminates his employment with the Company or its Subsidiaries if an employee, his membership on the Board if a Director, or his retention as a consultant, for any reason, he forfeits any Options, Restricted Stock, SARs and/or Phantom Stock that are not yet vested. A transfer from the Company to a Subsidiary or affiliate, or vice versa is not a termination of employment for purposes of this Plan. Unless the Committee in its sole discretion specifically waives the application of this sentence, then notwithstanding the vesting schedule contained herein or in the Participant's agreement, if the Participant's employment or retention as a consultant, or if a Director, his membership on the Board, is terminated for Cause all Options, SARs, Restricted Stock and/or Phantom Stock granted or awarded to the Participant will be immediately cancelled and forfeited by the Participant upon delivery to him of notice of such termination.

14. Change in Control.

Notwithstanding the provisions of Section 13 or anything contained in a Participant's agreement to the contrary, upon a Change in Control all Options, Restricted Stock, SARs and/or Phantom Stock shall become 100% vested and immediately exercisable.

15. Adjustments to Reflect Changes in Capital Structure.

If there is any change in the corporate structure or shares of the Company, the Board of Directors may make any adjustments necessary to prevent accretion, or to protect against dilution, in the number and kind of shares authorized by the Plan and, with respect to outstanding Options, Restricted Stock, Phantom Stock and/or SARs, in the number and kind of shares covered thereby and in the applicable Option Price. For the purpose of this Section 15, a change in the corporate structure or shares of the Company includes, without limitation, any change resulting from a recapitalization, stock split, stock dividend, consolidation, rights offering, spin-off, reorganization, or liquidation and any transaction in which shares of Common Stock are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or another corporation.

16. Non-Transferability of Options, SARs and Phantom Stock.

The Options and SARs granted or Phantom Stock awarded under the Plan are not transferable, voluntarily or involuntarily, other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order as defined in Section 414(p) of the Code. During a Participant's lifetime, his Options may be exercised only by him.

17. Rights as Stockholder.

No Common Stock may be delivered upon the exercise of any Option until full payment has been made. A Participant has no rights whatsoever as a stockholder with respect to any shares covered by an Option until the date of the issuance of a stock certificate for the shares. A Participant who has been granted SARs or Phantom Stock shall have no rights whatsoever as a stockholder with respect to such SARs or Phantom Stock.

18. Withholding Tax.

The Company shall have the right to withhold in cash or shares of Common Stock with respect to any payments made to Participants under the Plan any taxes required by law to be withheld because of such payments. Notwithstanding the foregoing, with respect to a Participant subject to Section 16(a) or 16(b) of the Exchange Act, all amounts required to be withheld upon either (i) the vesting of Restricted Stock or (ii) the exercise of a SAR or surrender of Phantom Stock which had a set duration and for which payment is made in Common Stock, shall automatically be withheld in Common Stock otherwise deliverable to the Participant and having a Fair Market Value determined on the date the income is includable in the Participant's income equal to the amount of taxes required to be withheld.

19. No Right To Employment.

Participation in the Plan will not give any Participant a right to be retained as an employee of the Company or any subsidiary, or any right or claim to any benefit under the Plan, unless the right or claim has specifically accrued under the Plan.

20. Amendment of the Plan.

The Committee may from time to time amend or revise the terms of this Plan in whole or in part and may without limitation, adopt any amendment deemed necessary; provided, however, that (a) no change in any award previously granted to a Participant may be made that would impair the rights of the Participant without the Participant's consent, and (b) no amendment may extend the period during which a Participant may exercise an ISO beyond the period set forth in Section 6(a)(ii) or 6(e).

21. Shareholder Approval.

Continuance of the Plan shall be subject to approval by the shareholders of the Company within 12 months before or after the date the Plan is adopted by the Committee in accordance with Rule 16b-3(b) of the Exchange Act. If such shareholder approval is obtained at a duly held shareholder's meeting, it may be obtained by the affirmative vote of the holders of a majority of the shares of the Company's common stock present at the meeting or represented and entitled to vote thereon.

22. Conditions Upon Issuance of Shares.

An Option shall not be exercisable, a share of Common Stock shall not be issued pursuant to the exercise of an Option, and Restricted Stock shall not be awarded until such time as the Plan has been approved by the Shareholders of the Company and unless the award of Restricted Stock, exercise of such Option and the issuance and delivery of such shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares of Common Stock may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance. As a condition to the exercise of an Option, the Company may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Stock is being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned relevant provisions of law.

23. Participation Rights.

In the event of a sale of equity securities by or on behalf of one or more of the Company's stockholders (in one transaction or series of transactions) resulting in a Change in Control, Participants shall be given timely notice thereof and shall have the right to surrender Options, Phantom Stock or SARs in such sale and receive, on a pro rata basis, the amount as to

which the Option, Phantom Stock or SARs could be converted if such Option, Phantom Stock or SAR was exercised immediately prior to such transaction, less the Option Price.

24. Effective Date and Termination of Plan.

24.1 Effective Date. This amended and restated Plan is effective as of the later of the date of its adoption by the Committee, or the date it is approved by the shareholders of the Company, pursuant to Section 21.

24.2 Termination of the Plan. The Committee may terminate the Plan at any time with respect to any shares that are not then subject to Options or Restricted Stock. Termination of the Plan will not affect the rights and obligations of any Participant with respect to Options, SARs, Phantom Stock or Restricted Stock awarded before termination.