

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A*
Under the Securities Exchange Act of 1934
USA Interactive (formerly USA Networks, Inc.)
(Name of Issuer)

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

Charles Y. Tanabe, Esq.
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Liberty Media Corporation
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Vivendi Universal
375 Park Avenue
New York, New York 10152
(212) 572-7000

(Name, Address and Telephone Number of Persons Authorized
to receive Notices and Communications)

February 18, 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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

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. 12 of the Report on Schedule 13D of the reporting group consisting of Liberty Media Corporation, Barry Diller, Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.), Vivendi Universal, S.A., Universal Studios, Inc. and the BDTV Entities. This statement also constitutes Amendment No. 7 of a Report on Schedule 13D of Barry Diller, Amendment No. 12 of a Report on Schedule 13D of Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.) and Universal Studios, Inc., Amendment No. 6 of a Report on Schedule 13D of Vivendi Universal, S.A., Amendment No. 18 of a Report on Schedule 13D of BDTV II INC., Amendment No. 13 of a Report on Schedule 13D of BDTV III INC. and Amendment No. 12 of a Report on Schedule 13D of BDTV IV INC.

1 of 23

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
Liberty Media Corporation
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |

- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares [X].
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.

- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.

- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
 I.R.S. Identification Nos. of Above Persons
 Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.)
- (2) Check the Appropriate Box if a Member of a Group
 (a)
 (b)
- (3) SEC Use Only
- (4) Source of Funds
 Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d)
 or 2(e)
- (6) Citizenship or Place of Organization
 Canada

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|--|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 89,079,043 shares |
| (11) Aggregate Amount Beneficially Owned by Each
Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares
.Excludes shares beneficially owned by the executive officers and
 directors of Liberty, Vivendi Universal, VU Canada and Universal and shares
 beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes
 conversion of all shares of Class B Common Stock beneficially owned by the
 Reporting Persons into shares of Common Stock, the exercise of options to
 purchase 47,120,888 shares of Common Stock which are currently exercisable
 by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of
 Common Stock which are currently exercisable by Vivendi Universal. Because
 each share of Class B Common Stock generally is entitled to ten votes per
 share and each share of Common Stock is entitled to one vote per share, the
 Reporting Persons may be deemed to beneficially own equity securities of
 the Company representing approximately 68.4% of the voting power of the
 Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
 C0

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
Vivendi Universal, S.A.
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization
France

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 89,079,043 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
Universal Studios, Inc.
- (2) Check the Appropriate Box if a Member of a Group
(a) []
(b) [X]
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d)
or 2(e) []
- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|--|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 89,079,043 shares |
| (11) Aggregate Amount Beneficially Owned by Each
Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares [X].
Excludes shares beneficially owned by the executive officers and directors
of Liberty, Vivendi Universal, VU Canada and Universal and shares
beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes
conversion of all shares of Class B Common Stock beneficially owned by the
Reporting Persons into shares of Common Stock, the exercise of options to
purchase 47,120,888 shares of Common Stock which are currently exercisable
by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of
Common Stock which are currently exercisable by Vivendi Universal. Because
each share of Class B Common Stock generally is entitled to ten votes per
share and each share of Common Stock is entitled to one vote per share, the
Reporting Persons may be deemed to beneficially own equity securities of
the Company representing approximately 68.4% of the voting power of the
Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
Barry Diller
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization
United States

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
IN

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
BDTV INC.
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |

- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
BDTV II INC.
- (2) Check the Appropriate Box if a Member of a Group
(a) [-]
(b) [X]
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d)
or 2(e) [-]
- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |

- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares [X].
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.

- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.

- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
BDTV III INC.
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
CO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons
BDTV IV INC.
- (2) Check the Appropriate Box if a Member of a Group
(a)
(b)
- (3) SEC Use Only
- (4) Source of Funds
Not Applicable
- (5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
- (6) Citizenship or Place of Organization
Delaware

Number of Shares Beneficially Owned by Each Reporting Person With:

- | | |
|---|--------------------|
| (7) Sole Voting Power | None; see Item 5 |
| (8) Shared Voting Power | 228,183,004 shares |
| (9) Sole Dispositive Power | None; see Item 5 |
| (10) Shared Dispositive Power | 228,183,004 shares |
| (11) Aggregate Amount Beneficially Owned by Each Reporting Person | 228,183,004 shares |
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares .
Excludes shares beneficially owned by the executive officers and directors of Liberty, Vivendi Universal, VU Canada and Universal and shares beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse.
- (13) Percent of Class Represented by Amount in Row (11) 39.7%. Assumes conversion of all shares of Class B Common Stock beneficially owned by the Reporting Persons into shares of Common Stock, the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal. Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. See Item 5.
- (14) Type of Reporting Person (See Instructions)
CO

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Statement of

LIBERTY MEDIA CORPORATION,
BARRY DILLER,
UNIVERSAL STUDIOS, INC.,
VIVENDI UNIVERSAL CANADA INC. (FORMERLY THE SEAGRAM COMPANY LTD.),
VIVENDI UNIVERSAL, S.A.,
BDTV INC.,
BDTV II INC.,
BDTV III INC.
and
BDTV IV INC.

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

USA INTERACTIVE (formerly USA Networks, Inc.)

This Report on Schedule 13D relates to the common stock, par value \$.01 per share (the "Common Stock"), of USA Interactive, a Delaware corporation (formerly "USA Networks, Inc.") ("USA" or the "Company"). The Reports on Schedule 13D, as amended and supplemented, originally filed with the Commission by (i) the reporting group (the "Reporting Group") consisting of Liberty Media Corporation, a Delaware corporation ("Liberty"), Mr. Barry Diller, Universal Studios, Inc., a Delaware corporation ("Universal"), Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd.), a Canadian corporation ("VU Canada"), Vivendi Universal, S.A., a societe anonyme organized under the laws of the Republic of France ("Vivendi Universal"), BDTV INC., a Delaware corporation ("BDTV"), BDTV II INC., a Delaware corporation ("BDTV II"), BDTV III INC., a Delaware corporation ("BDTV III"), and BDTV IV INC., a Delaware corporation ("BDTV IV") (each, a "Reporting Person"), on February 24, 1998 (the "Reporting Group Schedule 13D"), (ii) Liberty on July 19, 1999 (the "Liberty Schedule 13D"), (iii) Mr. Diller on August 29, 1995 (the "Barry Diller Schedule 13D"), (iv) Universal and VU Canada on February 24, 1998 (the "Universal Schedule 13D"), (v) BDTV on August 16, 1996 (the "BDTV Schedule 13D"), (vi) BDTV II on December 24, 1996 (the "BDTV II Schedule 13D"), (vii) BDTV III on July 28, 1997 (the "BDTV III Schedule 13D"), (viii) BDTV IV on February 24, 1998 (the "BDTV IV Schedule 13D"), and (ix) Vivendi Universal on August 2, 2001 (the "Vivendi Schedule 13D") are each hereby amended and supplemented to include the information set forth herein. This Report on Schedule 13D constitutes Amendment No. 12 to the Reporting Group Schedule 13D, Amendment No. 7 to the Liberty Schedule 13D, Amendment No. 22 to the Barry Diller Schedule 13D, Amendment No. 12 to the Universal Schedule 13D, Amendment No. 6 to the Vivendi Schedule 13D, Amendment No. 18 to the BDTV Schedule 13D, Amendment No. 16 to the BDTV II Schedule 13D, Amendment No. 13 to the BDTV III Schedule 13D and Amendment No. 12 to the BDTV IV Schedule 13D. The Reporting Group Schedule 13D, the Liberty Schedule 13D, the Barry Diller Schedule 13D, the Universal Schedule 13D, the Vivendi Schedule 13D, the BDTV Schedule 13D, the BDTV II Schedule 13D, the BDTV III Schedule 13D and the BDTV IV Schedule 13D (each, as amended) are collectively referred to as the "Schedule 13D." Capitalized terms not defined herein have the meanings given to such terms in the prior Reports on Schedule 13D referred to in this paragraph.

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 2. Identity and Background

Schedules 1, 3 and 5 are incorporated herein by reference and amend and restate Schedules 1, 3 and 5 to the Schedule 13D, respectively, in their entirety.

ITEM 3. Source and Amount of Funds or Other Consideration

The information contained in Items 5 and 6 of this Schedule 13D is hereby incorporated by reference herein.

ITEM 4. Purpose of the Transaction

The information contained in Items 5 and 6 of this Schedule 13D is hereby incorporated by reference herein.

Depending on market conditions and other factors, and subject to any restrictions described in Items 5 and 6 or contained in the agreements attached as Exhibits hereto or as previously filed as exhibits to this Schedule 13D, the Reporting Persons or their respective subsidiaries may purchase additional shares of Common Stock in the open market or in private transactions. Alternatively, depending on market conditions and other factors, and subject to any restrictions described in Items 5 or 6 or contained in the agreements attached as Exhibits hereto or previously filed as exhibits to this Schedule 13D, the Reporting Persons or their respective subsidiaries may sell all or some of their shares of Common Stock.

Except as described in Items 5 and 6 or contained in the agreements attached as Exhibits hereto or previously filed as exhibits to this Schedule 13D, neither any Reporting Person nor, to the best of their knowledge, any of their respective directors or officers has plans or proposals that relate to or would result in any of the actions set forth in clauses (a) through (j) of Item 4.

ITEM 5. Interest in Securities of the Issuer

The information contained in Item 6 of this Schedule 13D is hereby incorporated by reference herein.

The information contained in Item 5 of this Schedule 13D is hereby amended and supplemented by adding the following information:

Pursuant to the Equity Warrant Agreement, dated as of May 7, 2002, between the Company and The Bank of New York, as equity warrant agent (previously filed as Exhibit 49 to this Schedule 13D), the Company issued to an affiliate of Vivendi Universal 60,467,735 Equity Warrants (the "Warrants") each to purchase one share of Common Stock, subject to adjustment, at the following exercise prices: 24,187,094 Warrants ("Tranche A Warrants") at \$27.50 per share, 24,187,094 Warrants ("Tranche B Warrants") at \$32.50 per share and 12,093,547 Warrants at \$37.50 per share (See the description of the Equity Warrant Agreement in the Report on Schedule 13D filed by the Reporting Group on December 21, 2001). The Warrants were assigned by such affiliate of Vivendi Universal to Vivendi Universal on December 30, 2002. Pursuant to the Purchase Agreement, dated as of February 12, 2003 (the "Purchase Agreement", filed as Exhibit 51 to this statement), between Deutsche Bank AG ("Deutsche Bank") and Vivendi Universal, Vivendi Universal sold to Deutsche Bank, on February 18, 2003, 21,000,000 Tranche A Warrants for \$8.94 per Tranche A Warrant and 7,000,000 Tranche B Warrants for \$7.52 per Tranche B Warrant. In connection with the sale of Warrants to Deutsche Bank, Vivendi Universal has also granted to Deutsche Bank an option to purchase all or a portion of an additional 3,187,094 Tranche A Warrants and 1,000,000 Tranche B Warrants on the same terms. Such option expires on March 14, 2003.

Vivendi Universal understands that in connection with the purchase of Warrants by Deutsche Bank, certain affiliates of Deutsche Bank AG issued and offered (the "Notes Offering") pursuant to Rule 144A under the Securities Act of 1933, as amended, \$577,500,000 aggregate principal amount of Tranche A Floating Rate High Income Premium Exchangeable Notes due 2012 and \$227,500,000 aggregate principal amount of Tranche B

Floating Rate High Income Premium Exchangeable Notes due 2012, in each case, exchangeable into shares of Common Stock.

In connection with the Notes Offering, Vivendi Universal and Deutsche Bank Securities Inc. ("DBSI", an affiliate of Deutsche Bank) have entered into a Lock-Up Agreement, dated as of February 12, 2003 (filed as Exhibit 52 to this Schedule 13D) pursuant to which Vivendi Universal has agreed that, without the prior written consent of DBSI, it will not (i) directly or indirectly offer, sell, pledge, contract to sell, grant any option to purchase or otherwise dispose of any shares of Common Stock (including, without limitation, shares of Common Stock which may be issued upon exercise of a stock option or warrant) or any other security convertible into or exchangeable for shares of Common Stock or (ii) enter into any hedging transaction relating to the Common Stock, until the earlier of (A) May 13, 2003 and (B) the termination of the Purchase Agreement. The foregoing shall not apply to dispositions of (a) securities that Vivendi Universal acquires in open market transactions that occur after the completion of the Notes Offering, (b) securities as part of a restructuring, reorganization, merger, acquisition, recapitalization or similar transaction where such disposition is not the primary purpose of such transaction, (c) Warrants that are sold pursuant to the Purchase Agreement and (d) any securities if the transfer is (i) by gift, will or intestacy or (ii) to partners, members, shareholders or affiliates of Vivendi Universal, or to Vivendi Universal.

As a result of the consummation of the sale of warrants by Vivendi Universal to Deutsche Bank described above, the members of the Reporting Group beneficially own 163,553,008 (assuming the exercise of options to purchase 47,120,888 shares of Common Stock which are currently exercisable by Mr. Diller and the exercise of warrants to purchase 32,467,735 shares of Common Stock which are currently exercisable by Vivendi Universal) shares of Common Stock and 64,629,996 shares of Class B Common Stock. These shares constitute 32.0% of the outstanding Common Stock and 100% of the outstanding Class B Common Stock. Assuming the conversion of all of the Reporting Group's Class B shares into Common Stock, the Reporting Group would beneficially own 39.7% of the outstanding Common Stock (calculated in accordance with Rule 13d-3). Because each share of Class B Common Stock generally is entitled to ten votes per share and each share of Common Stock is entitled to one vote per share, the Reporting Persons may be deemed to beneficially own equity securities of the Company representing approximately 68.4% of the voting power of the Company. The foregoing beneficial ownership figures exclude shares of Common Stock beneficially owned by Diane Von Furstenberg, Mr. Diller's spouse, as to which Mr. Diller disclaims beneficial ownership. Mr. Diller continues to hold an irrevocable proxy granted by each of Universal and Liberty, pursuant to which Mr. Diller has the right to vote the Company's securities held by Universal, Liberty and their respective affiliates.

Except as set forth or incorporated by reference herein, no Reporting Person or, to the best knowledge of each Reporting Person, any executive officer or director of such Reporting Person has effected any transaction in the Common Stock during the past 60 days.

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

The information contained in Item 5 of this Schedule 13D is hereby incorporated by reference herein.

ITEM 7. Materials to be Filed as Exhibits

The information contained in Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following information:

The following documents are filed as Exhibits to this Schedule 13D:

Amendment No. 1 dated as of November 25, 2002 to the Amended and Restated Limited Liability Limited Partnership Agreement of Vivendi Universal Entertainment LLLP, dated as of May 7, 2002, by and among USI Entertainment Inc., USANI Holdings XX, Inc., Universal Pictures International Holdings BV, Universal Pictures International Holdings 2 BV, NYCSpirit Corp. II, USA Networks, Inc., USANI Sub LLC, New-U Studios Holdings, Inc. and Mr. Diller.

Purchase Agreement, dated as of February 12, 2003, between Deutsche Bank AG and Vivendi Universal, S.A.

Lock-Up Agreement, dated as of February 12, 2003, between Vivendi Universal, S.A. and Deutsche Bank Securities Inc.

SIGNATURES

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

Dated: February 20, 2003

LIBERTY MEDIA CORPORATION

By:
/s/ Charles Y. Tanabe

Name: Charles Y. Tanabe
Title: Senior Vice President

BARRY DILLER

/s/ Barry Diller

UNIVERSAL STUDIOS, INC.

By:
/s/ Karen Randall

Name: Karen Randall
Title: Executive Vice President and
General Counsel

VIVENDI UNIVERSAL CANADA INC.

By:
/s/ George E. Bushnell III

Name: George E. Bushnell III
Title: Secretary

VIVENDI UNIVERSAL, S.A.

By:
/s/ George E. Bushnell III

Name: George E. Bushnell III
Title: Vice President

BDTV INC., BDTV II INC.,
BDTV III INC., BDTV IV INC.

By:
/s/ Barry Diller

Name: Barry Diller
Title: President

INDEX TO EXHIBITS

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./*/
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./*/
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, BDTV Inc. and BDTV II Inc./*/
25. Stock Exchange Agreement, dated as of December 20, 1996, by and between the Company and Liberty HSN, Inc./*/
26. Letter Agreement, dated as of February 3, 1997, by and between BDTV INC. and David Geffen./*/
27. Stock Exchange Agreement, dated as of May 20, 1997, by and between HSN, Inc. and Mr. Allen./*/
28. Stockholders Agreement, dated as of May 20, 1997, by and among, Mr. Diller, Mr. Allen and Liberty Media Corporation./*/
29. Letter Agreement, dated as of May 20, 1997, by and between Mr. Diller and Liberty Media Corporation./*/
30. Third Amended and Restated Joint Filing Agreement by and between TCI, Mr. Diller, BDTV Inc., BDTV II Inc. and BDTV III Inc./*/
31. Certificate of Incorporation of BDTV III Inc./*/
32. Investment Agreement among Universal Studios, Inc., HSN, Inc., Home Shopping Network, Inc. and Liberty Media Corporation, dated as of October 19, 1997 as amended and restated as of December 18, 1997./*/
33. Governance Agreement among HSN, Inc., Universal Studios, Inc., Liberty Media Corporation and Barry Diller, dated as of October 19, 1997./*/
34. Stockholders Agreement among Universal Studios, Inc., Liberty Media Corporation, Barry Diller, HSN, Inc. and The Seagram Company Ltd. dated as of October 19, 1997./*/
35. Spinoff Agreement among Liberty Media Corporation, Universal Studios, Inc. and HSN, Inc. dated as of October 19, 1997./*/
36. Exchange Agreement among HSN, Inc., Universal Studios, Inc. and Liberty Media Corporation, dated as of October 19, 1997./*/
37. Amended and Restated LLC Operating Agreement of USANi LLC, by and among USA Networks, Inc., Home Shopping Network, Inc., Universal Studios, Inc., Liberty Media Corporation and Barry Diller, dated as of February 12, 1998./*/
38. Letter Agreement between Liberty HSN, Inc. and HSN, Inc., dated as of October 19, 1997./*/
39. Fourth Amended and Restated Joint Filing Agreement between Tele-Communications, Inc., Universal Studios, Inc., The Seagram Company Ltd. and Barry Diller, dated as of February 23, 1998./*/
40. Certificate of Incorporation of BDTV IV INC./*/

41. Fifth Amended and Restated Joint Filing Agreement by and among Tele-Communications, Inc., Liberty Media Corporation, Barry Diller, Universal Studios, Inc., The Seagram Company Ltd., BDTV INC., BDTV II INC., BDTV III INC. and BDTV IV INC, dated as of July 19, 1999./*/
42. Sixth Amended and Restated Joint Filing Agreement by and among Liberty Media Corporation, Barry Diller, Universal Studios, Inc., The Seagram Company Ltd., Vivendi Universal, BDTV INC., BDTV II INC., BDTV III INC. and BDTV IV INC. dated as of June 22, 2001. /*/
43. Letter Agreement, dated July 15, 2001, by and among USA Networks, Inc., Barry Diller, Universal Studios, Inc. and Liberty Media Corporation./*/
44. Amended and Restated Transaction Agreement, dated as of December 16, 2001, by and among Vivendi Universal, S.A., Universal Studios, Inc., USA Networks, Inc., USANi LLC, Liberty Media Corporation and Barry Diller./*/
45. Agreement and Plan of Merger and Exchange, dated as of December 16, 2001, by and among Vivendi Universal, S.A., Universal Studios, Inc., Light France Acquisition 1, S.A.S., the Merger Subsidiaries listed on the signature page thereto, Liberty Media Corporation, Liberty Programming Company LLC, Liberty Programming France, Inc., LMC USA VI, Inc., LMC USA VII, Inc., LMC USA VIII, Inc., LMC USA X, Inc., Liberty HSN LLC Holdings, Inc., and the Liberty Holding entities listed on the signature page thereto./*/
46. Amended and Restated Governance Agreement, dated as of December 16, 2001, by and among USA Networks, Inc., Universal Studios, Inc., Liberty Media Corporation, Barry Diller, and Vivendi Universal, S.A./*/
47. Amended and Restated Stockholders Agreement, dated as of December 16, 2001, by and among Universal Studios, Inc., Liberty Media Corporation and Barry Diller./*/
48. Amended and Restated Limited Liability Limited Partnership Agreement of Vivendi Universal Entertainment LLLP, dated as of May 7, 2002, by and among USI Entertainment Inc., USANI Holdings XX, Inc., Universal Pictures International Holdings BV, Universal Pictures International Holdings 2 BV, NYCSpirit Corp. II, USA Networks, Inc., USANI Sub LLC, New-U Studios Holdings, Inc. and Mr. Diller (including the Amendment No. 1 thereto dated as of November 25, 2002)./**/
49. Equity Warrant Agreement, dated as of May 7, 2002, between USA Networks, Inc. and The Bank of New York, as equity warrant agent./*/
50. Exchange Agreement by and among the Company, Liberty Media Corporation, Liberty HSN II, Inc. and Liberty HSN, Inc., dated as of June 27, 2002./*/
51. Purchase Agreement, dated as of February 12, 2003, between Deutsche Bank AG and Vivendi Universal, S.A.
52. Lock-Up Agreement, dated as of February 12, 2003, between Vivendi Universal, S.A. and Deutsche Bank Securities Inc.

/*/ Previously filed.

**/ Exhibit 48 which was previously filed is hereby supplemented by Amendment No. 1 to the Amended and Restated Limited Liability Limited Partnership Agreement of Vivendi Universal Entertainment LLLP, dated as of May 7, 2002, by and among USI Entertainment Inc., USANI Holdings XX, Inc., Universal Pictures International Holdings BV, Universal Pictures International Holdings 2 BV, NYCSpirit Corp. II, USA Networks, Inc., USANI Sub LLC, New-U Studios Holdings, Inc. and Mr. Diller.

Schedule 1 of the Schedule 13D is hereby amended to read in its entirety as follows:

SCHEDULE 1

DIRECTORS AND EXECUTIVE OFFICERS OF UNIVERSAL AND
VIVENDI UNIVERSAL CANADA INC. (formerly The Seagram Company Ltd.)

1. Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Universal. The name of each person who is a director of Universal is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 100 Universal City Plaza, Universal City, California 91608.

Name and Business Address -----	Principal Occupation or Employment and Business Address -----	Citizenship -----
RON MEYER*	President and Chief Operating Officer of Universal	United States
KAREN RANDALL*	Executive Vice President and General Counsel of Universal	United States
KENNETH L. KAHRS*	Executive Vice President, Human Resources of Universal	United States
FREDERICK HUNTSBERRY*	Executive Vice President and Chief Financial Officer of Universal	United States
YASUO NAKAMURA*	President, Matsushita Media & Entertainment Business Development Unit	Japan
DIANA SCHULZ*	Senior Vice President of Universal	United States
SUSAN N. FLEISHMAN	Senior Vice President, Corporate Communications and Public Affairs	United States
MARK A. WOOSTER	Senior Vice President of Universal	United States
MAREN CHRISTENSEN	Senior Vice President of Universal	United States
WILLIAM APOSTOLIDES	Vice President of Universal	United States
KEVIN CONWAY	Vice President of Universal	United States
H. STEPHEN GORDON	Vice President of Universal	United States
DAVID H. MEYERS	Vice President and Assistant Controller of Universal	United States
MARC PALOTAY	Vice President of Universal	United States
TERRY A. REAGAN	Vice President and Controller of Universal	United States
RICK SMITH	Vice President, Global Strategic Sourcing of Universal	United States
RONALD F. REED	Treasurer of Universal	United States
SHARON S. GARCIA	Secretary of Universal	United States

2. Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Vivendi Universal Canada Inc. (formerly The Seagram Company Ltd., effective February 28, 2002). The name of each person who is a director of Vivendi Universal Canada Inc. is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 375 Park Avenue, New York, New York 10152.

Name and Business Address -----	Principal Occupation or Employment and Business Address -----	Citizenship -----
ALAN BELL* Blake Cassels & Graydon, LLP Commerce Court West-CIBC Building 199 Bay Street Toronto, Ontario M5L 1A9	Partner, Blake Cassels & Graydon, LLP	Canada
GEORGE E. BUSHNELL III* Vivendi Universal 800 Third Avenue New York, NY 10022	Vice President, Vivendi Universal	United States
JEAN-FRANCOIS DUBOS* Vivendi Universal S.A. 42, avenue de Friedland 75380 Paris Cedex 08, FRANCE	Executive Vice President and General Counsel, Vivendi Universal	France
JACQUES ESPINASSE* Vivendi Universal S.A. 42, avenue de Friedland 75380 Paris Cedex 08, FRANCE	Senior Executive Vice President and Chief Financial Officer, Vivendi Universal	France
CRAIG THORBURN* Blake Cassels & Graydon, LLP Commerce Court West-CIBC Building 199 Bay Street Toronto, Ontario M5L 1A9	Partner, Blake Cassels & Graydon, LLP	Canada
FREDERIC CREPIN Vivendi Universal S.A. 42, avenue de Friedland 75380 Paris Cedex 08, FRANCE	Vice President, Vivendi Universal	France
DANIEL J. LOSITO Vivendi Universal 800 Third Avenue New York, NY 10022	Vice President, Vivendi Universal	United States
WILLIAM PODURGIEL Vivendi Universal 800 Third Avenue New York, NY 10022	Director Foreign Taxes, Vivendi Universal	United States
PIERRE-HENRY GALAN RONALD REED NICOLE LINDA KELSEY	Assistant Treasurer, Vivendi Universal Assistant Treasurer, Vivendi Universal Assistant Corporate Counsel, Vivendi Universal	France United States United States
DEBRA FORD Vivendi Universal 800 Third Avenue New York, NY 10022	Manager, Corporate Transactions, Vivendi Universal	United States
GRAHAM HENDERSON	Senior Vice President, Business Affairs and e-Commerce of Universal Music Group	Canada

Schedule 3 of the Schedule 13D is hereby amended to read in its entirety as follows:

SCHEDULE 3

DIRECTORS AND EXECUTIVE OFFICERS OF LIBERTY MEDIA CORPORATION

The name and present principal occupation of each director and executive officer of Liberty Media Corporation are set forth below. Unless otherwise noted, the business address for each person listed below is c/o Liberty Media Corporation, 12300 Liberty Boulevard, Englewood, Colorado 80112. To the knowledge of Liberty Media Corporation, all executive officers and directors listed on this Schedule 3 are United States citizens, except for David J.A. Flowers, who is a Canadian citizen.

Name and Business Address (if applicable) -----	Principal Occupation and Principal Business (if applicable) -----
JOHN C. MALONE ROBERT R. BENNETT DONNE F. FISHER 9781 Meridian Blvd., #200 Englewood, Colorado 80112	Chairman of the Board and Director of Liberty President, Chief Executive Officer and Director of Liberty Director of Liberty; President of Fisher Capital Partners, Ltd.
PAUL A. GOULD 711 5th Avenue, 8th Floor New York, New York 10022	Director of Liberty; Managing Director of Allen & Company Incorporated
GARY S. HOWARD JEROME H. KERN 4600 S. Syracuse St. Denver, Colorado 80237	Executive Vice President, Chief Operating Officer and Director of Liberty Director of Liberty; Consultant, Kern Consulting LLC
KIM MAGNESS DAVID E. RAPLEY LARRY E. ROMRELL DAVID J.A. FLOWERS ELIZABETH M. MARKOWSKI ALBERT E. ROSENTHALER CHRISTOPHER W. SHEAN CHARLES Y. TANABE	Director of Liberty Director of Liberty Director of Liberty Senior Vice President and Treasurer of Liberty Senior Vice President of Liberty Senior Vice President of Liberty Senior Vice President and Controller of Liberty Senior Vice President, General Counsel and Secretary of Liberty

Schedule 5 of the Schedule 13D is hereby amended to read in its entirety as follows:

SCHEDULE 5

DIRECTORS AND EXECUTIVE OFFICERS OF VIVENDI UNIVERSAL, S.A.

Set forth below is the name, business address, principal occupation or employment and citizenship of each director and executive officer of Vivendi Universal. The name of each person who is a director of Vivendi Universal, S.A. is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 42, Avenue de Friedland, 75380 Paris Cedex 08, France.

Name and Business Address -----	Principal Occupation or Employment and Business Address -----	Citizenship -----
JEAN-RENE FOURTOU*	Chairman and CEO of Vivendi Universal	France
CLAUDE BEBEAR*	Chairman of the Supervisory Board of AXA 25, avenue Matignon 75008 Paris, France	France
GERARD BREMOND*	Chairman and CEO of Pierre & Vacances Group L'artois Pont de Flandre 11 rue de Cambrai 75947 Paris Cedex 19 France	France
EDGAR BRONFMAN, JR.*	Vice Chairman of the Board of Vivendi Universal	United States
EDGAR M. BRONFMAN*	Member of the Board of Directors of Vivendi Universal	United States
BERTRAND COLLOMB*	Chairman and CEO of Lafarge 61 rue des Belles Feuilles 75116 Paris France	France
FERNANDO FALCO y FERNANDEZ DE CORDOVA*	President of Real Automovil Club de Espana Fortuny 17-5 A 28020 Madrid Spain	Spain
PAUL FRIBOURG*	Chairman and CEO of ContiGroup Companies 277 Park Avenue - 50th fl. New York, NY 10172	United States
DOMINIQUE HOENN*	Chief Operating Officer of BNP Paribas 3, rue d'Antin 75002 Paris, France	France
GERARD KLEISTERLEE*	Chairman and CEO of Royal Philips Electronics P.O. Box 77900 Building HBT 14 1070 Amsterdam, The Netherlands	The Netherlands
MARIE-JOSEE KRAVIS*	Senior Fellow, Hudson Institute Inc. 625 Park Avenue New York, NY 10021	United States
HENRI LACHMANN*	Chairman and CEO of Schneider Electric 43-45, Bd Franklin Roosevelt 92500 Rueil-Malmaison, France	France
JEAN-BERNARD LEVY	Chief Operating Officer, Vivendi Universal	France
JACQUES ESPINASSE	Senior Executive Vice President and Chief	France

	Financial Officer, Vivendi Universal	
ANDREW J. KASLOW	Senior Executive Vice President, Human Resources, Vivendi Universal	United States
ROBERT DE METZ	Senior Executive Vice President, Divestitures, Mergers and Acquisitions, Vivendi Universal.	France
MICHEL BOURGEOIS	Executive Vice President, Corporate Communications, Vivendi Universal	France
HUBERT JOLY	Executive Vice President, Monitoring of US Assets, Vivendi Universal	France
RENE PENISSON	Adviser Social Relations and Organization, Vivendi Universal	France
JEAN-FRANCOIS DUBOS	Executive Vice President and General Counsel, Vivendi Universal	France

AMENDMENT NO. 1, dated as of November 25, 2002 (this "Amendment"), to the AMENDED AND RESTATED LIMITED LIABILITY LIMITED PARTNERSHIP AGREEMENT (the "Partnership Agreement") of VIVENDI UNIVERSAL ENTERTAINMENT LLLP (the "Partnership") dated as of May 7, 2002, by and among USI ENTERTAINMENT INC., a Delaware corporation ("Universal Sub"), as general partner, USANI HOLDINGS XX, INC., a Delaware corporation, UNIVERSAL PICTURES INTERNATIONAL HOLDINGS BV, a corporation organized under the laws of The Netherlands, UNIVERSAL PICTURES INTERNATIONAL HOLDINGS 2 BV, a corporation organized under the laws of The Netherlands, NYCSPiRiT CORP. II, a Delaware corporation, USA INTERACTIVE (formerly known as USA Networks, Inc.), a Delaware corporation, USANi SUB LLC, a Delaware limited liability company, NEW-U STUDIOS HOLDINGS, INC., a Delaware corporation, and BARRY DILLER, as limited partners, VIVENDI UNIVERSAL, S.A., a societe anonyme organized under the laws of France, UNIVERSAL STUDIOS, INC., a Delaware corporation, and, SUB I - USA Holding LLC, a Delaware limited liability company, USI - USA Holding LLC, a Delaware limited liability company, USIE - USA Holding LLC, a Delaware limited liability company, and V - USA Holding LLC, a Delaware limited liability company.

A. The Partnership intends to enter into the VUE Term Loan Agreement (as defined below).

B. As a condition to the VUE Term Loan Agreement, the Partners are required to amend certain provisions of the Partnership Agreement as set forth herein.

C. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Partnership Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments.

(a) Section 1.01 of the Partnership Agreement is hereby amended by inserting the following definition in the appropriate alphabetical order therein:

"VUE Term Loan Agreement" shall mean the Amended and Restated Agreement, dated as of November 25, 2002, among the Partnership, Banc of America Securities LLC and J.P. Morgan Securities Inc., as lead arrangers and bookrunners, the Banks party thereto and JPMorgan Chase Bank, as administrative agent."

"VUE Security Agreement" shall mean the Guarantee and Security Agreement, dated as of November 25, 2002, among the Partnership, the guarantors party thereto and JPMorgan Chase Bank, as administrative agent."

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(b) Section 2.03 of the Partnership Agreement is hereby amended by inserting prior to the period at the end of such section the words ", other than trade or fictitious names required in connection with the business of subsidiaries of the Partnership in the ordinary course of their business."

(c) Article XIII of the Partnership Agreement is hereby amended by inserting the following section at the end thereof:

"SECTION 13.06. VUE Term Loan Agreement. The Partnership shall not at any time on or prior to the 91st day following the date on which all of the Release Conditions (as defined in the VUE Security Agreement) are satisfied, take any action of the sort contemplated by Clause 16.6(c) of the VUE Term Loan Agreement with respect to the Partnership or any of its Subsidiaries (as defined in the VUE Term Loan Agreement) or the assets of any of the foregoing without the prior written agreement of all Partners holding Common Interests at such time."

SECTION 2. Effectiveness. This Amendment shall be effective as of the date first set forth above.

SECTION 3. Effect of Amendment.

Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any of the parties to the Partnership Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Partnership Agreement, all of which are hereby ratified and affirmed in all respects and shall continue in full force and effect.

SECTION 4. Counterparts.

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 5. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

USI ENTERTAINMENT, INC.,

By /s/ Karen Randall

Name: Karen Randall
Title: Executive Vice President

USANI HOLDING XX, INC.,

By /s/ Karen Randall

Name: Karen Randall
Title: Executive Vice President

UNIVERSAL PICTURES
INTERNATIONAL HOLDINGS BV,

By /s/ Ad Heskes

Name: Ad Heskes
Title: Director

By /s/ N. A. Doornberg

Name: N. A. Doornberg
Title: Director

UNIVERSAL PICTURES
INTERNATIONAL HOLDINGS 2 BV,

By /s/ Johannes Reinier van den Eijnden

Name: Johannes Reinier van den Eijnden
Title: Director

By /s/ Th. Roos

Name: Th. Roos
Title: Director

NYCSPIRIT CORP. II,

By /s/ George E. Bushnell III

Name: George E. Bushnell III
Title: President

USA INTERACTIVE,

By /s/ Dara Khosrowshahi

Name: Dara Khosrowshahi
Title: Executive Vice President &
Chief Financial Officer

USANi SUB LLC,

By /s/ Dara Khosrowshahi

Name: Dara Khosrowshahi
Title: Executive Vice President &
Chief Financial Officer

NEW-U STUDIOS HOLDINGS, INC.,

By /s/ Dara Khosrowshahi

Name: Dara Khosrowshahi
Title: Executive Vice President &
Chief Financial Officer

BARRY DILLER,

/s/ Barry Diller

28,000,000

Warrants

(in two tranches)

to purchase Common Stock, par value \$0.01 per share of

USA INTERACTIVE

PURCHASE AGREEMENT

February 12, 2003

Deutsche Bank AG London Branch
6th Floor
Winchester House
Great Winchester Street
London EC2N 2DB
United Kingdom

Ladies and Gentlemen:

Subject to the terms and conditions contained herein, Vivendi Universal, S.A., a societe anonyme organized under the laws of France ("Vivendi" or the "Seller"), agrees to sell to Deutsche Bank Aktiengesellschaft, acting through its London Branch ("Deutsche Bank AG London Branch", "you" or the "Purchaser"), and the Purchaser agrees to purchase from the Seller, 21 million warrants each representing the right to purchase one share of common stock, par value \$0.01 per share (the "Common Stock") of USA Interactive, a Delaware corporation ("USAI"), at an exercise price of \$27.50 per share (the "Tranche A Warrants") and 7 million warrants each representing the right to purchase one share of Common Stock of USAI at an exercise price of \$32.50 per share (the "Tranche B Warrants"). The Seller also agrees to sell to Deutsche Bank AG London Branch, at Deutsche Bank AG London Branch's option, up to an additional 3.187094 million Tranche A Warrants and 1 million Tranche B Warrants (the "Additional Warrants" and together with the Tranche A Warrants and the Tranche B Warrants, the "Warrants") as set forth below. The Warrants are subject to the terms of an Equity Warrant Agreement dated as of May 7, 2002 (the "Warrant Agreement"), between USAI and The Bank of New York, as Warrant Agent (the "Warrant Agent").

The foregoing sale of the Warrants to the Purchaser (the "Transfer") will be made without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on exemptions from the registration requirements of the Securities Act. You have advised Vivendi that you will not further distribute

the Warrants or the shares of Common Stock issuable upon exercise thereof (the "Underlying Common Stock") in any manner that contravenes or causes the Transfer to contravene the provisions of the Securities Act.

In consideration of the mutual agreements contained herein and of the interests of the parties in the transactions contemplated hereby, the parties hereto agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF VIVENDI.

The representations and warranties made in this Section assume the accuracy of and compliance with the representations, warranties and covenants of the Purchaser in Sections 2 and 3.

Vivendi represents and warrants, as of the date of this Agreement, to the Purchaser, as follows:

(a) Vivendi is duly organized and validly existing as a societe anonyme under the laws of France and, if relevant under such laws, in good standing;

(b) Vivendi has valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code (the "UCC") in respect of, the Warrants free and clear of all security interests, claims, liens, equities or other encumbrances;

(c) upon the Purchaser's acquiring possession of the Warrants upon payment therefor in accordance with this Agreement, the Purchaser (assuming that the Purchaser has no notice of any "adverse claim", within the meaning of Section 8-105 of the UCC) will acquire its interest in the Warrants free and clear of any adverse claim within the meaning of Section 8-102 of the

UCC;

(d) the execution and delivery by Vivendi of, and the performance by Vivendi of its obligations under, this Agreement will not violate any provision of applicable law or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Vivendi, or the organizational documents of Vivendi, or subject to satisfaction of the condition set forth in Section 6(b)(ii), constitute a breach of or default under any agreement or other instrument to which Vivendi is a party or by which Vivendi may be bound; and each consent, approval, authorization designation, declaration or filing by or with any regulatory, administrative or other governmental body or agency, if any, necessary in connection with the execution and delivery of this Agreement or the performance by Vivendi of its obligations under this Agreement

has been obtained or made and is in full force and effect, except as may be required by the federal securities laws or the securities or blue sky laws of the various states or of any foreign jurisdiction;

(e) the execution and delivery by Vivendi of, and the performance by Vivendi of its obligations under, this Agreement have been duly and validly authorized by all necessary corporate action on the part of Vivendi, and this Agreement has been duly executed and delivered by Vivendi and constitutes a valid and binding agreement of Vivendi subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and equitable principles of general applicability (regardless of whether enforcement is sought in a proceeding in equity or at law);

(f) Neither Vivendi nor any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act, an "Affiliate") that it controls has directly or through any agent, (i) within the prior six months, made any offer or sale of the Warrants or of any security of the same or similar class as the Warrants or the Underlying Common Stock (except for the assignment of the Warrants from Canal + Benelux BV to Vivendi on December 30, 2002 and the offers made to Barry Diller and Liberty Media Corporation in connection with the Transfer and in accordance with their Shareholder Rights (as defined below)) or (ii) engaged in any form of general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D under the Securities Act) in connection with the offering of the Warrants, or engaged in a public offering of the Warrants within the meaning of Section 4(2) of the Securities Act; and

(g) Vivendi (excluding, for the avoidance of doubt, its Affiliates) is not in possession of any material non-public information regarding USAI.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser represents and warrants to and agrees with Vivendi as follows:

(a) the Purchaser is an "accredited investor" as defined in Rule 501(a) under the Securities Act;

(b) neither the Purchaser nor any of its Affiliates or any person acting on its or their behalf has offered or shall offer or sell the Warrants or Underlying Common Stock by any form of general solicitation or

general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act;

(c) the Purchaser is not acquiring the Warrants with a view to offering, reselling or transferring the Warrants or the Underlying Common Stock in any transaction or manner requiring registration under the Securities Act or engaging in a public offering thereof or of the Underlying Common Stock within the meaning of Section 4(2) of the Securities Act;

(d) the Warrants and the Underlying Common Stock are "restricted securities" for purposes of Rule 144 under the Securities Act; and

(e) the Transfer of the Warrants (and the Underlying Common Stock) have not been and will not be registered under the Securities Act or with the securities regulatory authority of any state or territory within the jurisdiction of the United States and may not be offered or resold except in compliance with the registration requirements of the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

3. PURCHASE, SALE AND DELIVERY OF THE WARRANTS.

(a) On the basis of the representations, warranties and covenants herein contained, and subject to the terms and conditions herein set forth, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Tranche A Warrants, at a purchase price of \$8.94 per Warrant (the "Tranche A Purchase Price"), and the Tranche B Warrants, at a purchase price of \$7.52 per warrant (the "Tranche B Purchase Price").

(b) One or more warrant certificates representing the Tranche A Warrants and the Tranche B Warrants shall be registered by the Warrant Agent in the name of Deutsche Bank AG London Branch, with any transfer taxes payable in connection with the transfer of the Tranche A Warrants and the Tranche B Warrants to Deutsche Bank AG London Branch duly paid, and delivered to Deutsche Bank AG London Branch on the Closing Date, against payment therefor by or on behalf of Deutsche Bank AG London Branch to the account designated by the Seller in an amount equal to the sum of (i) the product of the Tranche A Purchase Price and the number of Tranche A Warrants and (ii) the product of the Tranche B Purchase Price and the number of Tranche B Warrants by wire transfer in immediately available funds. Delivery of and payment for the Tranche A Warrants and the Tranche B Warrants shall be made at the

offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 at 9:30 A.M., New York City time, on the third full business day following the date of this Agreement, or at such other place, time or date not later than five business days thereafter as the Purchaser and the Seller may agree upon. Such time and date of delivery against payment are herein referred to as the "Closing Date." (As used herein, "business day" means a day on which the New York Stock Exchange is open for trading and on which banks in New York are open for business and are not permitted by law or executive order to be closed.)

(c) In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Seller hereby grants an option to the Purchaser to purchase the Additional Warrants at the applicable Purchase Price per warrant set forth in the first paragraph of this Section 3. The option granted hereby may be exercised by the Purchaser in whole or in part by giving written notice to the Seller (i) at any time before the Closing Date and (ii) only once thereafter within 30 days after the date of this Agreement, setting forth the number of warrants of the same series as the Tranche A Warrants and warrants of the same series as the Tranche B Warrants as to which Deutsche Bank AG London Branch is exercising the option and the time and date for delivery of and payment for such Additional Warrants. The time and date for delivery of and payment for such Additional Warrants shall be determined by Deutsche Bank AG London Branch but shall not be earlier than three nor later than 10 full business days after the exercise of such option, nor in any event prior to the Closing Date (such time and date being herein referred to as the "Option Closing Date"). If the date of exercise of the option is two or more days before the Closing Date, the notice of exercise shall set the Closing Date as the Option Closing Date. Deutsche Bank AG London Branch may cancel such option at any time prior to its expiration by giving written notice of such cancellation to the Seller.

4. DISTRIBUTION BY THE PURCHASER.

The Purchaser understands and acknowledges that the Transfer of the Warrants (and the Underlying Common Stock) has not been and will not be registered under the Securities Act and may not be offered or resold, except in compliance with the registration requirements of the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; accordingly, the Purchaser agrees that it will not offer or sell the Warrants or the Underlying Common Stock in any manner that contravenes or causes the Transfer to contravene the rules and regulations of the Securities Act.

5. COSTS AND EXPENSES.

The Seller agrees to pay all costs, expenses and fees incident to the performance of its obligations under this Agreement, including, without limiting the generality of the foregoing, the following: the fees and disbursements of counsel for the Seller; the expenses associated with the preparation, issuance and delivery to the Purchaser of the warrant certificates representing the Warrants; and any transfer, documentary, sales, use, stamp, registration or other such taxes and fees incurred in connection with the transactions contemplated by this Agreement. The Seller agrees to pay for the Purchaser's expenses and to reimburse the Purchaser for reasonable out-of-pocket expenses, including reasonable fees and disbursements of counsel, incurred in connection with or in contemplation of performing its obligations hereunder, not to exceed \$1,500,000 in the aggregate.

6. CONDITIONS.

(a) The obligations of the Purchaser to purchase the Tranche A Warrants and the Tranche B Warrants on the Closing Date and the Additional Warrants, if any, on the Option Closing Date are subject to the following conditions:

(i) The Purchaser shall have received the opinions of (A) Gilbert Klanjman, internal corporate counsel of Vivendi and (B) Cravath, Swaine & Moore, United States counsel for Vivendi in substantially the forms attached hereto respectively as Exhibits A-1 and A-2, each dated the Closing Date or the Option Closing Date, as the case may be, and addressed to the Purchaser.

(ii) The Purchaser shall have received a certificate or certificates of the Chief Financial Officer and Deputy Chief Financial Officer of Vivendi to the effect that, as of the Closing Date or the Option Closing Date, as the case may be, each of them severally represents as follows:

(A) the representations and warranties of Vivendi contained in Section 1 hereof are true and correct in all material respects as of the Closing Date or the Option Closing Date, as the case may be; and

(B) Vivendi has performed in all material respects all covenants and agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the Closing Date or Option Closing Date, as the case may be.

(iii) The Indemnification Agreement (the "Indemnification Agreement"), between Deutsche Bank Securities Inc., ("DBSI") and USAI shall have been executed and delivered by USAI on or prior to the date hereof.

(iv) Vivendi shall have delivered to you, on or prior to the date of this Agreement, a lock-up agreement, in substantially the form attached hereto as Exhibit B.

(v) Each of Mr. Barry Diller's and Liberty Media Corporation's right of first offer (the "Shareholder Rights") under Sections 4.3 and 4.5 of the Amended and Restated Stockholders Agreement dated as of December 16, 2001, relating to USAI, among Universal Studios, Inc., Liberty Media Corporation, Mr. Barry Diller, and Vivendi, with respect to the Transfer shall have been waived or declined or shall have expired as of the Closing Date or Option Closing Date, as applicable.

(vi) DBSI shall have received on the Closing Date and, if applicable, the Option Closing Date, the opinions of Wachtell Lipton Rosen & Katz, special counsel to USAI, and Joann Hawkins, internal counsel of USAI, each as referred to in Section 2(a) of the Indemnification Agreement.

(vii) DBSI shall have received on the date the Indemnification Agreement is executed and the Closing Date the comfort letters referred to in Section 2(b) and 2(c) of the Indemnification Agreement.

(viii) DBSI shall have received on the Closing Date and, if applicable, the Option Closing Date, the closing certificates referred to in Section 2(d) of the Indemnification Agreement.

Notwithstanding the foregoing, the Purchaser agrees to use commercially reasonable best efforts to cause the satisfaction of the conditions listed in clauses (vi) through (viii) above.

(b) The obligations of the Seller to sell the Tranche A Warrants and Tranche B Warrants on the Closing Date and the Additional Warrants, if any, on the Option Closing Date are subject to the following conditions:

(i) The representations and warranties of the Purchaser contained in Section 2 hereof are true and correct as of the Closing Date or the Option Closing Date, as the case may be, and the Purchaser has performed all covenants and agreements and satisfied

all conditions on its part to be performed or satisfied at or prior to the Closing Date or the Option Closing Date, as the case may be.

(ii) The Shareholder Rights with respect to the Transfer shall have been waived or declined or shall have expired as of the Closing Date or Option Closing Date, as applicable.

If any of the conditions hereinabove provided for in this Section 6 shall not have been fulfilled when and as required by this Agreement to be fulfilled, the Purchaser (in the case of any condition set forth in paragraph (a) of Section 6) or Vivendi (in the case of any condition set forth in paragraph (b) of Section 6) may terminate its obligations hereunder by notifying the other party or parties, as the case may be, of such termination in accordance with the provisions of Section 7 hereof on or prior to the Closing Date or Option Closing Date, as applicable.

7. NOTICES.

All communications hereunder shall be in writing and, except as otherwise provided herein, will be mailed, delivered, telecopied or telegraphed and confirmed as follows:

(a) if to the Purchaser, to:

Deutsche Bank AG London Branch
6th Floor
Winchester House
Great Winchester Street
London EC2N 2DB
United Kingdom
Attention: Martin Fisch
Telephone: 44 20 7545 7379
Facsimile: 44 20 7545 8173

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Attention: Daniel Budofsky, Esq.
Telephone: 212 450-4000
Facsimile: 212 450-4800

(b) if to the Seller, to:

Vivendi Universal, S.A.

42, avenue de Friedland
75380 Paris cedex 08/France
Attention: Dominique Gibert
Telephone: 33 1 71 71 10 00
Facsimile: 33 1 71 71 10 01

with a copy to:

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Faiza Saeed, Esq.
Telephone: (212) 474-1000
Facsimile: (212) 474-3700

8. TERMINATION.

(a) This Agreement may be terminated by you by notice to Vivendi at any time prior to the Closing Date or any Option Closing Date (if different from the Closing Date and then only as to Additional Warrants) if any of the following has occurred: (i) since the date of this Agreement, any material adverse change or any development involving a prospective material adverse change in or affecting the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of USAI and its subsidiaries taken as a whole that would in your reasonable judgment make it impracticable or inadvisable to market the Notes (as defined in the Indemnification Agreement) or to enforce contracts for the sale of the Notes, (ii) any outbreak or escalation of hostilities or declaration of war or national emergency or other national or international calamity or crisis or material adverse change in economic or political conditions if the effect of such outbreak, escalation, declaration, emergency, calamity, crisis or change on the financial markets of the United States would, in your reasonable judgment, make it impracticable or inadvisable to market the Notes or to enforce contracts for the sale of the Notes, (iii) suspension of trading in securities generally on the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market or limitation on prices (other than limitations on hours or numbers of days of trading) for securities on either such Exchange, (iv) the declaration of a banking moratorium by United States or New York State authorities, (v) any downgrading, or placement on any watch list for possible downgrading, in the rating of any of USAI's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Exchange Act), (vi) the

suspension of trading of Common Stock by the Nasdaq National Market, the Securities and Exchange Commission, or any other governmental authority, or (vii) the taking of any action by any governmental body or agency in respect of its monetary or fiscal affairs which in your reasonable opinion has a material adverse effect on your ability to market the Notes or to enforce contracts for the sale of the Notes.

(b) This Agreement may be terminated as provided in Section 6 of this Agreement.

(c) Only Section 7 and, in the event termination is the result of a failure of one of the conditions in Section 6(a) to be satisfied, Section 5 shall survive any termination of this Agreement.

9. SUCCESSORS.

This Agreement has been and is made solely for the benefit of the Purchaser and Vivendi and their respective successors and assigns, and the officers, directors and controlling persons referred to herein, and no other person will have any right or obligation hereunder.

10. MISCELLANEOUS.

The representations, warranties and covenants in this Agreement shall remain in full force and effect regardless of (a) any investigation made by or on behalf of the Purchaser, DBSI or any controlling person thereof, or by or on behalf of Vivendi, or its directors or officers, and (b) delivery of and payment for the Warrants under this Agreement.

This Agreement constitutes the entire agreement, and supercedes all prior agreements and understandings, both written and oral, between the parties; provided, however, that the Mandate Letter and Memorandum of Understanding, dated October 21, 2002 (the "Mandate Letter"), between Vivendi and the Purchaser, other than sections 5 "Lock-up clause" and 8 "Indemnity and Contribution", shall survive the execution of this Agreement; provided further, that the parties acknowledge that no payment shall be required from Vivendi and its affiliates pursuant to the Mandate Letter, in connection with the Transfer.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

If the foregoing Purchase Agreement is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicates hereof, whereupon it will become a binding agreement among Vivendi and the Purchaser in accordance with its terms.

Very truly yours,

VIVENDI UNIVERSAL, S.A.

By: /s/ Dominique Gibert

Name: Dominique Gibert
Title: Deputy Chief Financial Officer

The foregoing Purchase Agreement is hereby confirmed and accepted as of the date first above written.

DEUTSCHE BANK AG LONDON BRANCH

By: /s/ Christian Thun-Hohenstein

Name: Christian Thun-Hohenstein
Title: Managing Director

By: /s/ Craig Flynn

Name: Craig Flynn
Title: Legal Counsel

Form of Vivendi Internal Counsel Opinion

[VU LETTERHEAD]

February [?], 2003

Deutsche Bank AG London Branch
6th Floor
Winchester House
Great Winchester Street
London EC2N 2DB
United Kingdom

Ladies and Gentlemen:

I am French Corporate Counsel for Vivendi Universal, S.A. a societe anonyme organized under the laws of France ("Vivendi Universal"). This opinion letter is being furnished in connection with the Purchase Agreement dated as of February 12, 2003 (the "Purchase Agreement"), between Deutsche Bank AG (London) and Vivendi Universal.

In furnishing this opinion letter, I or lawyers under my supervision have examined such documents, corporate records, certificates of public officials and other agreements, instruments or opinions as I have deemed necessary or advisable for the purpose of rendering the opinions set forth below. In this examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as original documents and the conformity to original documents of all documents submitted to me as copies. In rendering the opinions expressed below, I have relied as to certain matters upon certificates and oral and written assurances from public officials. As to factual matters material to this opinion letter, I have, without independent investigation, relied upon representations from certain officers of Vivendi Universal and its affiliates.

I do not purport to be an expert on the laws of any jurisdiction other than the Republic of France, and I express no opinion herein as to the effect of any other laws.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth below, I am of the opinion that (i) the Purchase Agreement has been duly authorized, executed and delivered by Vivendi Universal, (ii) Vivendi Universal has, to my knowledge, good, legal and beneficial ownership in the Warrants to be sold by Vivendi Universal under the Purchase Agreement, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind and (iii) the execution and delivery of this Purchase Agreement and the

consummation of the transactions therein contemplated do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, Vivendi Universal's statuts (i.e. organizational documents), or, to my knowledge any agreement or instrument to which Vivendi Universal is a party or by which Vivendi Universal may be bound.

This opinion letter is an expression of my professional judgment on the legal issues explicitly addressed. The rendering of the opinions herein does not create any express or implied contract or agreement between you or any other person entitled to rely thereon and me.

This opinion letter is rendered to you in connection with the transaction referred to above and may not be relied upon by any person or in any other context. The opinions contained in this opinion letter are rendered as of the date hereof and I hereby disclaim any obligation to advise any person entitled to rely hereon of any change in the matters stated herein.

Very truly yours,

Gilbert Klajnman

42, avenue de Friedland
75380 Paris cedex 08/France

Form of Cravath Swaine & Moore Opinion

[CRAVATH SWAINE & MOORE LETTERHEAD]

February [], 2003

Vivendi Universal, S.A.
Sale of [] Warrants to Purchase
USA Interactive Common Stock

Ladies and Gentlemen:

We have acted as special New York counsel for Vivendi Universal, S.A., a societe anonyme organized under the laws of France ("Vivendi"), in connection with the purchase by Deutsche Bank Aktiengesellschaft, acting through its London branch (the "Purchaser"), from Vivendi pursuant to the Purchase Agreement dated February 12, 2003 (the "Warrant Purchase Agreement"), between the Purchaser and Vivendi, of warrants (the "Warrants"), each representing the right to purchase one share of Common Stock, par value \$0.01 per share (the "Common Stock"), of USA Interactive, a Delaware corporation ("USA"). Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Warrant Purchase Agreement.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including: (a) the Warrant Purchase Agreement; (b) the Equity Warrant Agreement dated as of May 7, 2002 (the "Equity Warrant Agreement"), between USA and The Bank of New York, as warrant agent; (c) the Amended and Restated Governance Agreement dated as of December 16, 2001, among USA, Vivendi, Universal Studios, Inc. ("Universal"), Liberty Media Corporation ("Liberty") and Mr. Barry Diller ("Diller"); (d) the Amended and Restated Stockholders Agreement dated as of December 16, 2001 (the "Stockholders Agreement"), among Universal, Liberty, Diller and Vivendi; and (e) the Offer Notices dated December 18, 2002 from Vivendi to Liberty and Diller pursuant to Sections 4.3 and 4.5 of the Stockholders Agreement [(the "Offer Notices")].

Based on the foregoing, we are of opinion as follows:

1. No authorization, approval or other action by, and no notice to, consent of, order of, or filing with, any United States Federal or New York governmental authority or regulatory body is required to be obtained by Vivendi in connection with its execution and delivery of the Warrant Purchase Agreement or for the consummation by Vivendi

of each of its obligations under the Warrant Purchase Agreement, except in each case such as have been obtained or made. In addition, no opinion is expressed in this paragraph (1) with respect to the Securities Act of 1933, as amended, or any rules promulgated thereunder, or state securities and blue sky laws.

2. Upon the Purchaser's acquiring possession of warrant certificates representing the Warrants to be sold by Vivendi, endorsed to or in the name of the Purchaser or its designee, and paying the purchase price therefor pursuant to the Warrant Purchase Agreement, the Purchaser (assuming that the Purchaser has no notice of any "adverse claim", within the meaning of Section 8-105 of the New York Uniform Commercial Code (the "UCC"), to such Warrants) will acquire its interest in such Warrants free and clear of any adverse claim within the meaning of Section 8-102 of the UCC. In giving the opinion in this paragraph (2), we have relied on the legal opinion of Gilbert Klajnman, French Corporate Counsel for the Purchaser and, with respect to certain factual matters, we have relied on a certificate of Vivendi attached hereto as Annex I.

3. To our knowledge, neither the execution and delivery of the Warrant Purchase Agreement by Vivendi nor the consummation by Vivendi of its obligations under the Warrant Purchase Agreement will conflict with or constitute a breach of, or default under, any agreement or instrument to which Vivendi is a party or bound that is listed in Annex II hereto. In connection with the foregoing, we point out that certain of the agreements referred to in the foregoing sentence are or may be governed by laws other than the laws of the State of New York. For purposes of the opinion expressed in this paragraph (3), however, we have assumed that all such agreements are governed by and would be interpreted in accordance with the laws of the State of New York.

[4. The Offer Notices constitute valid notice to Liberty and Diller pursuant to the terms of Sections 4.3 and 4.5 of the Stockholders Agreement and the consummation of the transaction contemplated by the Warrant Purchase Agreement will not require additional action in order to comply with the terms of Sections 4.3 and 4.5 of the Stockholders Agreement.]

We are admitted to practice in the State of New York, and we express no opinion as to any matters governed by any law other than the law of the State of New York and the Federal law of the United States of America. In particular, we do not purport to pass on any matter governed by the laws of France.

We are furnishing this opinion to you, as the Purchaser, solely for your benefit. This opinion may not be relied upon by any other person or for any other purpose or used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

Deutsche Bank AG London
6th Floor
Winchester House

Great Winchester Street
London
EC2N 2DB

VIVENDI UNIVERSAL, S.A.

Officers' Certificate

Vivendi Universal, S.A., a societe anonyme organized under the laws of France (the "Company"), hereby certifies, through its duly appointed officers named below, that, on the date hereof and before the consummation of the transactions contemplated by the Purchase Agreement dated as of February 12, 2003 (the "Warrant Purchase Agreement"), between Deutsche Bank AG London Branch and the Company, it has good, legal and beneficial ownership in the Warrants to be sold by the Company under the Warrant Purchase Agreement, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind.

The Company understands that Cravath, Swaine & Moore is relying on this Certificate in giving its opinion, dated of even date herewith, pursuant to Section 6(a)(i)(B) of the Warrant Purchase Agreement.

Capitalized terms used herein and not defined shall have the meanings assigned to them in the Warrant Purchase Agreement.

IN WITNESS WHEREOF, Vivendi Universal, S.A., through the undersigned has executed this Certificate as of this [] day of February, 2003.

Vivendi Universal, S.A.,

By _____

Equity Warrant Agreement dated as of May 7, 2002, between USA Interactive and The Bank of New York, as warrant agent.

Amended and Restated Governance Agreement dated as of December 16, 2001, among USA Interactive, Vivendi Universal, S.A., Universal Studios, Inc., Liberty Media Corporation and Mr. Barry Diller.

Amended and Restated Stockholders Agreement dated as of December 16, 2001, among Universal Studios, Inc., Liberty Media Corporation, Mr. Barry Diller and Vivendi Universal, S.A., subject to the expiration of the Offer Notices dated December 18, 2002 from Vivendi to Liberty Media Corporation and Diller relating to their rights of first offer under Sections 4.5 and 4.3 thereof.

Form of Lock-up Agreement

February __, 2003

Deutsche Bank Securities Inc.
One South Street
Baltimore, Maryland 21202

Ladies and Gentlemen:

Vivendi Universal, S.A. ("Vivendi"), as the selling securityholder (the "Selling Securityholder") under the Warrant Purchase Agreement (as defined below), understands that Deutsche Bank Securities Inc. ("DBSI" or the "Initial Purchaser") proposes to enter into a Purchase Agreement (the "Exchangeable Notes Purchase Agreement") with Deutsche Bank AG London Branch which provides for the offering (the "144A Offering") pursuant to Rule 144A under the Securities Act of 1933, as amended, of \$577,500,000 aggregate principal amount of Tranche A Floating Rate High Income Premium Exchangeable Notes due 2012 exchangeable into common stock, par value \$.01 per share ("Common Stock"), of USA Interactive ("USAI") and \$357,500,000 aggregate principal amount of Tranche B Floating Rate High Income Premium Exchangeable Notes due 2012 exchangeable into Common Stock (the "Notes").

To induce the Initial Purchaser to continue its efforts in connection with the 144A Offering, Vivendi agrees that, without the prior written consent of DBSI, it will not (i) directly or indirectly offer, sell, pledge, contract to sell, grant any option to purchase or otherwise dispose of any shares of Common Stock (including, without limitation, shares of Common Stock which may be deemed to be beneficially owned by Vivendi on the date hereof in accordance with the rules and regulations of the Securities and Exchange Commission and shares of Common Stock which may be issued upon exercise of a stock option or warrant) or any other security convertible into or exchangeable for Common Stock ("Covered Securities") or (ii) enter into any Hedging Transaction (as defined below) relating to the Common Stock (each of the foregoing is referred to herein as a "Disposition"), in each case, for a period from the date hereof until the earlier of (A) the date that is 90 days after the date hereof and (B) the termination of the Purchase Agreement dated as of February 12, 2003 (the "Warrant Purchase Agreement"), between the Selling Securityholder and Deutsche Bank AG London Branch (the "Lock-Up Period"). The foregoing restriction is expressly intended to preclude each of the undersigned from engaging in any Hedging Transaction or other transaction that is designed to or reasonably expected to lead to or result in a

Disposition during the Lock-Up Period even if the Covered Securities would be disposed of by someone other than Vivendi. "Hedging Transaction" means any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from the Common Stock.

The foregoing shall not apply to Dispositions of (a) Covered Securities that Vivendi acquires in open market transactions that occur after the completion of the 144A Offering, (b) Covered Securities as part of a restructuring, reorganization, merger, acquisition, recapitalization or similar transaction where such Disposition is not the primary purpose of such transaction, (c) warrants to purchase Common Stock that are sold pursuant to the Warrant Purchase Agreement and (d) any Covered Securities if the transfer is (i) by gift, will or intestacy, (ii) to partners, members, shareholders or affiliates of Vivendi, or to Vivendi; provided, however, that in the case of a transfer pursuant to clause (d) above, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such securities subject to the provisions of this letter agreement.

Vivendi agrees that USAI may: (i) with respect to any Covered Securities for which Vivendi is the record holder, cause the transfer agent for USAI to note stop transfer instructions with respect to such securities on the transfer books and records of USAI; and (ii) with respect to any Covered Securities for which Vivendi is the beneficial holder but not the record holder, cause the record holder of such securities to cause the transfer agent for USAI to note stop transfer instructions with respect to such securities on the transfer books and records of USAI.

Vivendi hereby agrees that to the extent that the terms of this letter agreement conflict with or are in any way inconsistent with any registration rights agreement to which Vivendi and USAI may be a party, this letter agreement supersedes such registration rights agreement.

Vivendi hereby represents and warrants that it has full power and authority to enter into this letter agreement. Any obligations of the undersigned shall be binding upon the successors and assigns of the undersigned.

Vivendi understands that the Initial Purchaser is relying upon this letter agreement in proceeding toward consummation of the 144A Offering.

Vivendi Universal, S.A.:

Name:
Title:

Number of shares subject to warrants, options
or convertible securities: Certificate numbers:

Lock-up Agreement

February 12, 2003

Deutsche Bank Securities Inc.
One South Street
Baltimore, Maryland 21202

Ladies and Gentlemen:

Vivendi Universal, S.A. ("Vivendi"), as the selling securityholder (the "Selling Securityholder") under the Warrant Purchase Agreement (as defined below), understands that Deutsche Bank Securities Inc. ("DBSI" or the "Initial Purchaser") proposes to enter into a Purchase Agreement (the "Exchangeable Notes Purchase Agreement") with Deutsche Bank AG London Branch which provides for the offering (the "144A Offering") pursuant to Rule 144A under the Securities Act of 1933, as amended, of \$577,500,000 aggregate principal amount of Tranche A Floating Rate High Income Premium Exchangeable Notes due 2012 exchangeable into common stock, par value \$.01 per share ("Common Stock"), of USA Interactive ("USAI") and \$357,500,000 aggregate principal amount of Tranche B Floating Rate High Income Premium Exchangeable Notes due 2012 exchangeable into Common Stock (the "Notes").

To induce the Initial Purchaser to continue its efforts in connection with the 144A Offering, Vivendi agrees that, without the prior written consent of DBSI, it will not (i) directly or indirectly offer, sell, pledge, contract to sell, grant any option to purchase or otherwise dispose of any shares of Common Stock (including, without limitation, shares of Common Stock which may be deemed to be beneficially owned by Vivendi on the date hereof in accordance with the rules and regulations of the Securities and Exchange Commission and shares of Common Stock which may be issued upon exercise of a stock option or warrant) or any other security convertible into or exchangeable for Common Stock ("Covered Securities") or (ii) enter into any Hedging Transaction (as defined below) relating to the Common Stock (each of the foregoing is referred to herein as a "Disposition"), in each case, for a period from the date hereof until the earlier of (A) the date that is 90 days after the date hereof and (B) the termination of the Purchase Agreement dated as of February 12, 2003 (the "Warrant Purchase Agreement"), between the Selling Securityholder and Deutsche Bank AG London Branch (the "Lock-Up Period"). The foregoing restriction is expressly intended to preclude each of the undersigned from engaging in any Hedging Transaction or other transaction that is designed to or reasonably expected to lead to or result in a Disposition during the Lock-Up Period even if the Covered Securities would be disposed of by someone other than Vivendi. "Hedging Transaction" means any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index)

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that includes, relates to or derives any significant part of its value from the Common Stock.

The foregoing shall not apply to Dispositions of (a) Covered Securities that Vivendi acquires in open market transactions that occur after the completion of the 144A Offering, (b) Covered Securities as part of a restructuring, reorganization, merger, acquisition, recapitalization or similar transaction where such Disposition is not the primary purpose of such transaction, (c) warrants to purchase Common Stock that are sold pursuant to the Warrant Purchase Agreement and (d) any Covered Securities if the transfer is (i) by gift, will or intestacy, (ii) to partners, members, shareholders or affiliates of Vivendi, or to Vivendi; provided, however, that in the case of a transfer pursuant to clause (d) above, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such securities subject to the provisions of this letter agreement.

Vivendi agrees that USAI may: (i) with respect to any Covered Securities for which Vivendi is the record holder, cause the transfer agent for USAI to note stop transfer instructions with respect to such securities on the transfer books and records of USAI; and (ii) with respect to any Covered Securities for which Vivendi is the beneficial holder but not the record holder, cause the record holder of such securities to cause the transfer agent for USAI to note stop transfer instructions with respect to such securities on the transfer books and records of USAI.

Vivendi hereby agrees that to the extent that the terms of this letter agreement conflict with or are in any way inconsistent with any registration rights agreement to which Vivendi and USAI may be a party, this letter agreement supersedes such registration rights agreement.

Vivendi hereby represents and warrants that it has full power and authority to enter into this letter agreement. Any obligations of the undersigned shall be binding upon the successors and assigns of the undersigned.

Vivendi understands that the Initial Purchaser is relying upon this letter agreement in proceeding toward consummation of the 144A Offering.

Vivendi Universal, S.A.:

/s/ Dominique Gibert

Name: Dominique Gibert

Title: Deputy Chief Financial Officer

----- Number of shares subject to warrants, options or convertible securities:	----- Certificate numbers:
3,560,000 shares of Common Stock	25120
3,560,000 shares of Common Stock	25119
3,560,000 shares of Common Stock	25118
3,560,000 shares of Common Stock	25110
25,000,000 shares of Common Stock	25073
600,000 shares of Common Stock	25072
3,341,308 shares of Common Stock	25071
12,760,000 shares of Class B Common Stock	33
670,000 shares of Class B Common Stock	32
12,093,547 Equity Warrants	W8
17,187,094 Equity Warrants	W6
3,187,094 Equity Warrants	W5
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