

15 SECONDS
OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE OR TO BE SELECTED.

1. DESCRIPTION.

15 Seconds is an opportunity for individuals to communicate an inspiring message on a topic of their choice for possible posting on www.cbs.com and possible broadcast on the CBS Television Network (“CBS”). Individuals will be invited to upload their videos (“Video”) through cbs.com for posting on youtube.com. All Videos must be no more than fifteen (15) seconds in length. Each Video will be reviewed by our judges in accordance with the rules below and the judge’s top five (5) “favorites” will be posted on cbs.com every two weeks. At least once per calendar quarter, the judge’s will select one (1) of the “favorites” from the Videos posted on cbs.com during that quarter for possible broadcast on CBS, at a date and time to be determined by CBS.

The period in which to submit Videos begins on Friday, December 29, 2006, with the posting on cbs.com and youtube.com of a video announcement by Craig Ferguson (“Solicitation Video”) and ends upon four (4) weeks notice from CBS Interactive Inc. (“CII”).

Sponsor: CBS Interactive Inc., 2200 W. Cypress Creek Road, Ft. Lauderdale, FL 33309

2. ELIGIBILITY:

The opportunity to submit Videos is open to legal residents of the fifty (50) United States and the District of Columbia, who (i) reside and are physically located in those jurisdictions and (ii) are at least eighteen (18) years of age or age of majority in the place of their residency as of December 29, 2006. Employees, officers, directors (and members of their immediate families [spouse, parents, siblings and children and their respective spouses, regardless of where they reside] or households, whether or not related) of CII, CBS Broadcasting Inc. and any person or entity connected with the review and evaluation of the Videos submitted, and their respective parent companies, subsidiaries, franchisees, affiliates, licensees, directors, officers, employees, agents, attorneys, volunteers, independent contractors and advertising and promotion agencies are not eligible to submit videos for consideration. The opportunity to submit Videos is void

outside the United States, in Puerto Rico, all US territories and possessions and where prohibited and is subject to all applicable federal, state and local laws.

BY SUBMITTING A VIDEO FOR CONSIDERATION, EACH ENTRANT AGREES THAT CII MAY, AT ITS OPTION, CONDUCT A BACKGROUND CHECK ON ENTRANT, THE RESULTS OF WHICH MAY DISQUALIFY AN ENTRANT. IF NECESSARY OR REQUESTED, SELECTED ENTRANTS WILL BE REQUIRED TO SIGN WAIVER FORMS AUTHORIZING THE RELEASE OF PERSONAL AND BACKGROUND INFORMATION AND TO COMPLETE A BACKGROUND QUESTIONNAIRE.

3. HOW TO REGISTER:

To submit a Video, individuals should log on to <http://www.cbs.com> and click on the “15 Seconds” link. The link will take the individual to the registration page on the <http://www.youtube.com> website (the “YouTube Site”). Registration is free. You may also register by going to the YouTube Site directly. As part of the registration process, entrants will be required to indicate that they have read, accept and agree to be bound by these Official Rules and the terms of the “Release” to be signed by each entrant, including the decisions of the judges, which are final and binding in all respects. Limit one (1) registration and one (1) Video submission per person, per e-mail address, per quarter. Any individual who attempts to register, or in the sole discretion of CII is suspected of registering more than once, by any means, including but not limited to establishing multiple email accounts, will be disqualified from having his or her Video considered by the judges.

4. HOW TO SUBMIT A VIDEO:

Make a Video and Upload to the YouTube Site

Commencing December 29, 2006 with the posting of the Solicitation Video on the YouTube Site and on cbs.com, each entrant who has successfully registered will have the opportunity to post his or her Video on the YouTube Site. Each Video must be no longer than fifteen (15) seconds in length. An entrant must follow the online instructions to encode and upload his/her Video to the YouTube Site. Entrant must complete all information requested on the YouTube Site, indicate that he/she has read and agrees to these Official Rules and to the terms and conditions contained in the Release, Waiver and Assignment Agreement (“Release”), attach his/her Video formatted and encoded according to the requirements set forth at the YouTube Site and click “Submit.” Any entry received that exceeds fifteen (15) seconds in

length or that contains sound recordings, musical works, lyrics or any intellectual property other than the entrant's message, will be disqualified or not fully considered. Entry of false or misleading information by any entrant shall be grounds for disqualification of the Video, at the sole discretion of CII. Any Video received that does not comply with these Official Rules shall be grounds for disqualification of the Video, at the sole discretion of CII, and the Video may be removed from the YouTube Site. Videos which CII deems in its sole discretion to be sexually explicit, sexually suggestive, offensive, illegal, pornographic or obscene or in bad taste, or which otherwise may reflect unfavorably on CII are not eligible and also will be removed from the YouTube Site. CII is not responsible for (a) lost, late, incomplete, corrupted, stolen, misdirected, delayed submissions; (b) any computer, telephone, wireless phone, cable, network, satellite, electronic, or Internet hardware or software malfunctions; (c) unauthorized human intervention, (d) the incorrect or inaccurate capture of video or other information, or (e) the failure to capture any video or other information. All Videos become the property of CII, and will not be acknowledged or returned.

Video Requirements Summary.

Each Video:

1. must be no longer than fifteen (15) seconds in total running time;
2. must be in English
3. must be delivered by uploading the Video to the YouTube Site, formatted and encoded in accordance with the requirements listed on the YouTube Site;
4. must not infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations or network standards;
5. must be suitable for broadcast on national television and not contain any content or performance that is sexually explicit, sexually suggestive, offensive, illegal, pornographic or obscene or that is in bad taste or is otherwise objectionable to CII, in its sole discretion;
6. must not contain libelous or otherwise defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group);
7. must not include threats to any person, place, business, group or world peace;
8. must not contain any commercial content that promotes any product or service or contain or reference any third party names, logos, service marks or trademarks, trade names or trade dress.

All Videos will be reviewed for content before being judged, posted on CBS.com, or broadcast on CBS; however, such review does not relieve entrant from responsibility for compliance with these Official Rules. Videos that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by CII, in its sole discretion, will be disqualified and will be removed from the YouTube Site, not posted on CBS.com or broadcast on CBS. Certain Videos may be featured separately from the judge's five (5) favorites from time to time, in CII's sole discretion, on cbs.com; however, being selected as a featured video in this manner is unrelated to the judging of the videos for posting on cbs.com and for broadcast on CBS.

5. JUDGING:

Throughout the Submission Period (December 29, 2006 through the end date selected by CII, but in no event later than November 30, 2007), all eligible Videos uploaded to the YouTube Site will be reviewed on a rolling basis by a panel of judges (each, a "Judge"; collectively, the "Judges"). Videos will be judged based on their originality and creativity (40%), inspirational and compelling message (30%), quality (10%) taste and tactfulness (10%), and goodwill (10%). The Judges also may take into account any comments posted on the Internet concerning the Videos. During the Submission Period, the Judges will identify a number of Videos that could potentially be among the Judges' five (5) favorite Videos and post them on cbs.com every other week. CII will notify (by phone, mail and/or express mail, at CII's sole discretion) the entrants who submitted the Videos being considered by the Judges as one of their 5 favorite Videos. That entrant will then be required to complete, execute and return within four (4) days of the date of such notification the following: (i) an affidavit of eligibility, liability and, unless prohibited by law, a publicity release and waiver form authorizing the release of personal and background information, if needed. If an entrant of the potential 5 favorite Videos: (a) fails to return such completed documents fully-executed within the specified time period, (b) fails to comply with these Official Rules, (c) cannot be contacted by CII within a reasonable time period, or (d) if notification is undeliverable, opportunity to be selected as the entrant of a potential 5 favorite Videos will be forfeited, and, at CII's sole discretion, an alternate entrant of a potential 5 favorite Videos will be notified. The Judges reserve the right to choose fewer than five (5) Videos if, in their sole discretion, they do not receive a sufficient number of eligible and/or qualified Videos.

From the five (5) favorite Videos posted every other week, during each calendar quarter, the Judges will select at least one (1) video for possible broadcast on CBS during such quarter using the same criteria listed above. Videos posted as the Judges' five (5) favorites will be removed from cbs.com at the end of

each two week period, but will still be eligible for consideration by the Judges for broadcast on CBS throughout 2007, including without limitation as part of a program on CBS. CII anticipates that the first Video selected for broadcast may be broadcast on CBS on Sunday, February 4, 2007.

6. CONDITIONS OF ENTRY:

As conditions of entry, each entrant, subject to the Release and the Registration Agreement, if applicable:

(a) WARRANTS AND REPRESENTS THAT

- (i) ENTRANT IS THE CREATOR OF THE VIDEO AND OWNS ALL RIGHTS TO THE VIDEO HE/SHE IS SUBMITTING;
- (ii) ENTRANT IS THE INDIVIDUAL PICTURED AND HEARD IN THE VIDEO.
- (iii) ENTRANT HAS NOT GRANTED, AND WILL NOT GRANT, ANY RIGHTS WHATSOEVER IN THE VIDEO TO ANY OTHER PERSON OR ENTITY;
- (iv) HIS/HER VIDEO DOES NOT CONTAIN ANY CONTENT THAT IS OR MAY BE LIBELOUS, SLANDEROUS, INACCURATE, FALSE, INCOMPLETE OR POTENTIALLY DANGEROUS OR HARMFUL IN ANY WAY; AND
- (v) HIS/HER VIDEO: (1) IS ORIGINAL TO ENTRANT AND HAS BEEN LEGALLY OBTAINED AND CREATED; (2) DOES NOT CONTAIN ANY THOUGHTS, IDEAS, OR OTHER CREATIVE ELEMENTS FROM ANYONE OTHER THAN THE ENTRANT; (3) DOES NOT VIOLATE OR INFRINGE UPON THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS, REGULATIONS OR NETWORK STANDARDS; AND (4) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM;

(b) hereby acknowledges and agrees that the Video shall, from the inception of creation, be the sole property of CII and its designees throughout the universe, free from any claims whatsoever by the applicable entrant or any other person or entity; and CII shall have the exclusive right to

copyright the Video in CII's name as the sole owner thereof, and to secure any and all renewals and extensions thereof throughout the universe. Each such Video and all such materials shall be deemed a "work for hire" owned by CII or its designees. If, for any reason, such Video is not determined to be "works for hire" for CII, then all right, title and interest therein and thereto, including all copyrights therein, are hereby deemed irrevocably transferred to CII or its designee and CII hereby is irrevocably authorized, empowered and appointed as such entrant's true and lawful attorney-in-fact to execute in such entrant's name any and all documents and/or instruments regarding the rights of CII in the Video as may be necessary or desirable to accomplish the foregoing, such power of attorney being coupled with an interest and irrevocable. None of the Videos will be returned by CII or YouTube, Inc.;

- (c) irrevocably grants CII, CBS and their affiliates, legal representatives, assigns, agents and licensees, the perpetual, worldwide, royalty-free, non-exclusive, sublicensable, unconditional and transferable right and license to copyright (as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the entrant's name, address, image, voice, likeness, statements, biographical material and the Video, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the entrant and arising out of his/her submission of the Video (with or without using the entrant's name) (collectively, the "Additional Materials") (in each case, as submitted or as edited/modified in any way, whether by CII, CBS, their licensees, or assigns, in CII's sole discretion) in any media, format or medium throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the entrant or any other party, except as prohibited by law.
- (d) forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude CII's, or CBS' use of the Video or Additional Materials, or require the entrant's permission for CII and CBS to use them for any purpose, and agrees to never sue or assert any claim against CII or CBS arising out of use of the Video or the Additional Materials or otherwise;
- (e) acknowledges and agrees that (i) CII and CBS have access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Video in theme, idea, plot, format, characters and/or other respects; (ii) entrant will not be

entitled to any compensation or other consideration because of the use by CII or CBS of any such similar or identical material, ideas and/or concepts; and (iii) CII's and CBS' use of material containing elements similar to or identical with those contained in the Video shall not obligate CII or CBS to negotiate with nor entitle entrant to any compensation or other claim; and

(f) WILL INDEMNIFY AND HOLD CII, CBS, YOUTUBE, INC. AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS OR OTHER PARTNERS, AND ANY OF THEIR EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES"), HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (INCLUDING SETTLEMENTS), BROUGHT OR ASSERTED BY ANY THIRD PARTY AGAINST ANY OF THE INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH (A) THE VIDEOS OR ADDITIONAL MATERIALS SUBMITTED HEREUNDER (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS OF THIRD PARTIES, WHETHER OR NOT GROUNDLESS, BASED ON THE SUBMISSION OF SUCH MATERIAL); (B) ANY BREACH BY ENTRANT OF ANY WARRANTY, AGREEMENT OR REPRESENTATION CONTAINED IN THESE OFFICIAL RULES OR TERMS OF SERVICE OR IN ANY DOCUMENTATION SUBMITTED BY ENTRANT, INCLUDING BUT NOT LIMITED TO THE RELEASE; (C) ENTRANT'S CONDUCT DURING AND IN CONNECTION WITH THE SUBMISSION AND POSSIBLE POSTING AND/OR BROADCAST OF THE VIDEO, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF ANY TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR DEFAMATION; OR (D) THE ACCEPTANCE OF ANY BENEFIT OR AMENITY PROVIDED IN CONNECTION WITH THE SUBMISSION OF THE VIDEO; and

(g) agrees to execute any documents or take any further action required by CII to effectuate the grant of copyrights and other agreements made by each entrant in these Official Rules. In addition, and at CII's request, each entrant agrees to execute documents that assigns to CII all rights, title, interest and copyright in and to his/her Video.

7. GENERAL:

CII makes no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any benefit or amenity in connection with the submission of the Videos hereunder, including, without limitation, its quality, merchantability or fitness for a particular purpose.

CII and CBS, at their sole discretion, reserve the right to edit, cut, copy, reproduce, rearrange, change, add to, delete from, translate, dub, adapt or otherwise revise and/or alter any Video or blur or distort any

person, place or item in the Video. Each entrant hereby waives any moral rights or so-called *droit moral* in and to his/her Video and their appearance contained therein AND EACH ENTRANT HEREBY IRREVOCABLY RELEASES CII, CBS AND YOUTUBE, INC. FROM ANY LIABILITY OR CAUSE OF ACTION RELATED TO EDITING, CUTTING, COPYING, REPRODUCING, REARRANGING, COMMENTING, BROADCASTING, POSTING, CHANGING, ADDING TO, DELETING FROM, TRANSLATING, DUBBING, ADAPTING OR OTHERWISE REVISING AND/OR ALTERING THE VIDEO OR BLURRING OR DISTORTING ANY PERSON, PLACE OR ITEM DEPICTED IN THE VIDEO OR ANY DISPLAY THEREOF.

CII is not responsible for any typographical errors in these Official Rules or the advertising and promotion of the Video submission process; any kind of electronic, hardware, software or technical problems caused by CII, the user or by any of the equipment or programming associated with or utilized in the Video submission process; any human error which may occur in the processing of the Videos or the selection of top 5 favorites or the Videos that are broadcast on CBS, or which may limit any entrant's ability to participate in this process.

If the Video submission process becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, CII reserves the right, in their sole discretion, to cancel, suspend or withdraw the submission of Videos, without notice, and, if possible, select the Videos from all Videos received prior to or after the cancellation, suspension, reschedule or withdrawal.

Each entrant will not knowingly damage or cause interruption to the Video submission process and/or prevent others from participating in the process. CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SUBMISSION OF VIDEOS HEREUNDER VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, CII MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND CII MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

CII reserves the right to change the rules and procedures at any time. By submitting a Video for consideration, entrants will be bound by these Official Rules and the decisions of CII and the Judges.

8. DISPUTES; GOVERNING LAW:

Except where prohibited, as a condition of submitting a Video hereunder for consideration, entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this submission process, or any benefit or amenity in connection herewith shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with submitting a Video), and entrant further waives all rights to have damages multiplied or increased. For purposes of these Official Rules, "Authorized Account Holder" is defined as the natural person who is assigned to an email addresses by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All issues, questions and rights and obligations of an entrant in connection with the submission of a Video shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, County of New York.

The parties waive rights to trial by jury in any action or proceeding instituted in connection with these Official Rules and/or the submission of Videos for consideration. Any controversy or claim arising out of or relating to these Official Rules and/or the submission of Videos for consideration shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with submitting the Video, and in no event shall an entrant be entitled to receive attorney's fees or other legal costs.