

“LATE NIGHT MAKE YOUR OWN COMMERCIAL” CONTEST

Official Rules

No purchase necessary to enter or win. Void where prohibited. The “Late Night Make Your Own Commercial” Contest (the “Contest”) begins on June 6, 2008 at 9:00:00 am ET and ends on June 30, 2008 at 11:59:00 pm ET. All times in this Contest refer to Eastern Time. This Contest is sponsored by NBC Universal, Inc., 30 Rockefeller Plaza, New York, NY 10112 (the “Sponsor”).

ELIGIBILITY: Open only to legal U.S. residents physically residing in the United States and the District of Columbia (residents of Guam and Puerto Rico are excluded from entry and participation) who is 18 years of age or older and the age of majority in his/her place of residence at the time of entry. Officers, directors, agents, and employees of Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and any other entity involved in the development or administration of the Contest, and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each, whether or not related, are not eligible to participate or win in the Contest. Void where prohibited or restricted by law. All applicable federal, state and local laws apply.

HOW TO ENTER: To enter the Contest by creating your own Video Ad (the “Ad”) promoting *Late Night With Conan O’Brien* (the “Show” or “Late Night”), from June 6, 2008 through June 30, 2008 (the “Submission Period”): 1) Go to <http://www.nbc.com/conan> (the “Website”) and click on the Contest banner/link; 2) read the Official Rules and the Terms of Submission; 3) download the Official Rules and complete all of the Entry information requested on the last page (“Entry Form”); 4) and send a copy of your Ad and the fully executed Official Rules to the following address: Late Night Make Your Own Commercial Contest, c/o Late Night With Conan O’Brien, 30 Rockefeller Plaza, New York, NY 10112. Your Ad must fully comply with the posted instructions as set forth on the Website and in these Official Rules (including, without limitation, the Terms of Submission). Among other requirements, your Ad must not be more than thirty (30) seconds in length must be in either DVD or VHS format. No other formats or lengths will be accepted. Your Ad also must include a label with the Entrant’s name and phone number.

LIMIT ONE ENTRY PER PERSON. Multiple entries received from any person or e-mail address thereafter will void all such additional entries. All Submissions become the property of Sponsor and will not be acknowledged or returned. **All Submissions must be received by June 30, 2008 to be considered in this Contest.** Late submissions, as determined by Sponsor in its sole discretion, will not be accepted. Submissions will only be accepted by mail. Online Submissions will not be accepted or considered. Sponsor is not responsible for any submission that is lost, stolen, or that has otherwise not been delivered to Sponsor. The Ad that you submit in connection with your entry must be original, truthful and unpublished (see below for complete Terms of Submission). Please note that this is not an application for employment.

Your Ad, Entry Form, and any other materials you submit (collectively, the “Submission”) may be used on the Show, on the Website, or in any other manner as you have submitted it, or as modified by Sponsor or others involved with the Show in their sole discretion. You may not be given an on-screen credit if your Submission is used, except that Sponsor may, in its sole discretion, post or say your first name, last initial, city and/or state, in connection with your Submission. You hereby consent to your Submission being published, and to the use of your name and domicile as provided by you, including, without limitation, for purposes of advertising, promotion and publicity, all without compensation. The decision to post or use any Submission is

solely within Sponsor's discretion, and Sponsor has no obligation to make any use of any Submission.

TERMS OF SUBMISSION: By entering, you represent and warrant that: (i) your entire Submission is an original work by you and you have not copied or used other works, third-party content, or other pre-existing elements (such as any audio, video, artwork, writing, graphics, or logos) in your Submission; (ii) no person, other than you and/or Sponsor has any right, title, or interest in any part of your Submission; (iii) your Submission, the use thereof by Sponsor, or the exercise by Sponsor of any rights granted by you pursuant to these Official Rules and your entry, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright and trademark, defamation, privacy and publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights; (iv) you have all the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted to Sponsor pursuant to these Official Rules and necessary to submit your entry in accordance with these Rules; (v) you have obtained written permission when filming any part of the Submission on private property not owned or controlled by you, where such permission is required; (vi) if your Submission depicts a person or persons under the age of 18, you are the minor's parent or legal guardian, or, you must have obtained written consent from such minor and such minor's parent(s) or legal guardian(s); and (vii) you are a legal U.S. resident physically residing in the fifty (50) United States and are over the age of 18 and are the age of majority in your state of residence as of the time of your Submission.

You represent and warrant that all persons who were engaged by you to work on the Submission in any manner have given you their express written consent to submit the Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the internet and television, throughout the world, in perpetuity. If you include any depiction (of any kind) of any actual person in or with your Submission, you must have their written permission to include their image in or with the Submission. You further represent and warrant that anyone who was engaged by you in connection with the Submission: (i) has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use, exhibition or other exploitation of the Submission; (ii) has no approval or consultation rights or any rights of participation with respect to any use, exhibition or other exploitation of the Submission; and (iii) was not engaged by you or anyone associated with the Submission under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission.

If you include any music in your Submission, you further represent, warrant and guarantee to Sponsor that the compositions, recordings, lyrics, text and other musical materials contained in the Submission are original, created only by you and do not contain any "samples" or excerpts that would infringe on the copyrights of others, are not merely a "cover" of someone else's song and that you have not granted to any third party or entered into any type of agreement including an exclusive recording agreement that would grant that third party any types of rights to your recorded performances.

Any Submissions containing material that is violent, pornographic or otherwise obscene, illegal, inappropriate or racially or morally offensive, or does not meet Sponsor's standards for any reason as determined by Sponsor, in its sole discretion, may be rejected as ineligible for consideration. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy.

If your Submission is not submitted in accordance with the requirements set forth in these Official Rules and the Terms of Submission, or, if, in Sponsor's sole discretion, your Short Film is incapable of being viewed or telecast, Sponsor, in its sole discretion, may disqualify your Submission. Sponsor, in its sole discretion, may contact entrants to correct any deficient or incomplete Submission, however is under no obligation to do so. Sponsor's decision to disqualify any Submission is final and not subject to appeal.

By entering and/or sending any Submission to us, you agree that: (i) all copies of Submissions become Sponsor's property and will not be returned; (ii) Sponsor and its licensees, successors and assigns have the right to use any and all Submissions, and the names, likenesses, voices, and images appearing in the Submission, for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity; and (iii) you are at such time granting Sponsor, its affiliates and its licensees, successors and assigns a worldwide, royalty-free, perpetual, unrestricted, irrevocable and fully sub-licensable right and license to consider, disclose, broadcast, use, re-use, reproduce, repurpose, modify, digitize or enhance, adapt, change, alter, edit, publish, translate, create derivative works from, distribute, re-distribute, publicly perform, publicly display, and/or otherwise exploit your Submission (in whole or in part), and the images or likenesses that appear in your Submission (in whole or in part) and/or incorporate all or part of your Submission in other works, all in any form, format, media or technology now known or later developed or invented anywhere in the world at any time, as well as in connection with any distribution or syndication arrangement with third parties or third party sites, in any media format or medium and through any media channels and for any purpose, including, without limitation, downloads, streams, in audio visual recordings, motion pictures, television programs, productions, advertising, promotion and publicity, all without further notice to, consent from or payment to you. You waive any and all "moral rights" you may have in the Submission. You agree that you grant Sponsor these rights whether or not you are selected as a winner. **YOU WILL NOT BE PAID FOR YOUR SUBMISSION** or for granting Sponsor any of these rights.

Sponsor, its affiliates, and its licensees, successors and assigns are in no way obligated to use your Submission (and have no obligation to you or any other person or entity after your Submission is received), and you may not be given any credit if your Submission is used. Sponsor may elect to post any, all, or none of your Submission on the Show website or elsewhere as set forth in these rules. If Sponsor does elect to use your Submission or any part thereof, Sponsor may remove all or any part of it at any time for any or no reason, and Sponsor may use all or any part of it in any way that Sponsor elects, in its sole discretion. You agree to waive all claims to and shall not receive any royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for any use of your Submission, including copyright, trademark, public performance, digital sound recording, mechanical, synchronization or master use royalties, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Submission as set forth in these Official Rules.

You acknowledge that your Submission will not be acknowledged and will not be returned. You acknowledge that this Submission is sent voluntarily and is not received or held "in confidence" and your Submission does not create a confidential relationship or obligation of secrecy between you and the Contest or Sponsor, any of its affiliates or any of its licensees, successors or assigns. You may not resell, assign or transfer any of your rights under these Official Rules.

You recognize that other persons, including Sponsor's own employees and other entrants, may have submitted to Sponsor or others, or made public, or may in the future originate and submit, or make public, similar or identical material that Sponsor may have the right to use, and that you will not be entitled to any compensation because of Sponsor's use of other similar or identical material. Nothing in this Agreement, or the submission of the Submission, shall be deemed to

place you in any different position from any other member of the public with respect to the Submission.

JUDGING AND SELECTION OF THE WINNER: Employees or representatives of Sponsor (the "Judges") will review the qualifying entries on a rolling basis and score each entry based on the following criteria: (i) originality/creativity and (ii) the comedic nature of the Ad (collectively, the "Criteria"). The Judges, in their sole discretion, will select one (1) potential winner based on the Criteria as well as an optional telephone or personal interview or other solicitation for more information that Sponsor may elect to conduct with the potential winner. In the event of a tie, Judges will break the tie by selecting the tied entrant with the most originality/creativity. The decisions of the Judges are final and entrants must agree to be bound by these decisions. All entries must be received by 11:59:00 pm ET on JUNE 30, 2008, BUT NOTE THAT THEY WILL BE REVIEWED ON A ROLLING BASIS AS THEY ARE RECEIVED.

By entering the Contest, entrants agree to waive any right to claim any ambiguity or error in these Official Rules or the Contest itself, and agree to be bound by these Official Rules and by all decisions of the Judges and/or Sponsor, whose decisions are binding and final. Entrants must also be of good moral character. Sponsor reserves the right to exclude anyone convicted of a crime (other than moving violations of a misdemeanor type that did not involve personal injury, drugs or alcohol). Entrants must have nothing in their background that would be an embarrassment to Sponsor and entrants may not be elected officials or currently running for any political office (local, state or federal). Sponsor reserves the right to exclude applicants for these or any other reasons, in Sponsor's sole editorial discretion. Sponsor reserves the right to make public personal information about the entrants on the nbc.com website, prior to, during, or following the Contest.

WINNER NOTIFICATION: The one (1) potential winner selected by the Judges, whose decisions are final and binding with respect to all matters related to the Contest, will be announced by Sponsor on or about July 15, 2008. The winner may, in the sole discretion of Sponsor, be announced live during a broadcast of the Show and/or on the Website. If the winner is disqualified or otherwise unable to fulfill the requirements asked of them, Sponsor reserves the right to pick the entrant with next highest Criteria as the winner. Sponsor will make two (2) attempts to contact the potential winner at the phone number or e-mail address provided at the time of entry. If Sponsor is unable to reach a potential winner via phone or email after two (2) attempts, he/she may be disqualified and an alternate may be selected. The potential winner will be required as a condition of continued eligibility to complete and sign an Affidavit of Eligibility and Liability Release and Publicity Release (where legal) ("Contest Documents") within seven (7) days of delivery. If for any reason the potential winner does not meet any of the above eligibility requirements or does not satisfactorily execute all of the Contest Documents, in Sponsor's sole discretion, the Judges may select an alternate winner based on the above judging Criteria.

PRIZE: The Prize consists of the possibility for one (1) potential winner to have his/her Ad featured on one (1) episode of Late Night, as designated by Sponsor; two (2) round-trip coach class bus tickets for winner and his/her one (1) guest to travel from New York City to Albany, NY; a one-hundred dollar (\$100) stipend for round-trip ground transportation for two (2) (winner and his/her one (1) guest) to and from Huck Finn's Furniture Warehouse ("Huck Finn's") in Albany from the bus terminal; and the opportunity to visit the NBC Experience Store (the "Store") in New York City with Late Night Stagehand Steve Graham and use his twenty-five percent (25%) off employee discount on all Store Purchases. The total approximate retail value

("ARV") of the Prize is \$252.00. Actual value may vary depending on the date of travel, fare fluctuations, and potential Store purchases. **Regardless of winner's place of residence, the round-trip bus ticket will only be issued from New York City to Albany, NY. The Store discount is available only in New York City. Potential winner and his/her guest will be responsible for his/her own transportation to New York City.** If "Late Night With Conan O'Brien" is cancelled or not in production for any reason no additional Prize will be awarded, and the remaining Prize elements shall constitute full satisfaction of Sponsor's Prize obligation to Winner, and no additional compensation will be awarded. If Huck Finn's Furniture Warehouse should cease to exist or move outside of Albany, the round-trip ground transportation to and from Huck Finn's will not be awarded and the remaining Prize elements shall constitute full satisfaction of Sponsor's Prize obligation to Winner, and no additional compensation will be awarded. The trip to the Store is subject to the availability of Steve Graham. Both the creation of the Ad and the Ad being featured on the Show have no cash value. Sponsor may change, edit, remove or cancel the potential winner's Ad in whole or in part in its sole discretion. Notwithstanding the above, Sponsor is not under any obligation to broadcast or otherwise use the winner's Ad on the Show and any decision to do so is in Sponsor's sole and exclusive discretion.

Prizes are non-transferable, non-refundable and no substitutions will be permitted, except that Sponsor reserves the right to substitute prizes of comparable or greater value in the event of Prize unavailability in its sole discretion. The bus ticket awarded to the winner must be taken within dates provided by the Sponsor or the prize will be forfeited. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice. Certain travel restrictions and black out dates may apply. Sponsor has the right in its sole discretion to substitute method of transportation. If winner chooses to travel with no guest, the remaining elements of Prize shall constitute full satisfaction of Sponsor's Prize obligation to winner and no additional compensation will be awarded. Guest, if any, may be required to execute and return a release of liability and, except where prohibited, publicity releases (collectively, "Guest Documents"), which must be returned by a date provided by Sponsor or Prize will be forfeited and an alternate winner may be selected. If Guest is a minor, winner must be such minor's parent or legal guardian and must execute and return the Guest Documents on such minor's behalf. Winner and guest must travel on the same itinerary. Winner and guest must have valid travel documents (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so will result in forfeiture of prize.

Winner is solely responsible for all expenses and costs associated with acceptance and/or use of prize not specifically stated herein as being awarded, including, without limitation, any and all federal, state and local taxes, travel from winner's residence to and from New York City, the Store and the bus station, any other ground transportation, accommodations, travel insurance, security and bus fees, taxes, insurance, gasoline, meals, gratuities, and souvenirs. All prize details are at the sole discretion of the Sponsor. If winner cannot accept prize (or any portion thereof) as stated, prize will be forfeited and at Sponsor's discretion, an alternate winner may be selected. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsor is not liable for any expenses incurred as a consequence of bus cancellation/delay. Trip may not be combined with any other offer. All travel will be at the risk of winner.

In the event that any prize or prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded. No cash or other substitution, assignment or transfer of

prize is permitted except that Sponsor, in its sole discretion, reserves the right to substitute any prize (or any component thereof) with another of comparable or greater value.

Sponsor may, in its sole discretion, film winner on location in New York in connection with his/her receipt of Prizes, including but not limited to, the NBC Experience Store visit and the visit to Huck Finn's Warehouse ("the Footage"). Winner agrees that the Footage may be exploited by Sponsor on Late Night on the Internet, and in any manner and in any and all media, whether now existing or hereafter discovered, as well as in advertising and promotion for those uses, throughout the world, in perpetuity. Winner further agrees to sign all standard documentation provided by Sponsor for use in association with use of such Footage. You will not be paid for such Footage or for granting Sponsor any of these rights.

GENERAL RULES: Entry of Submission constitutes permission to the Sponsor and its designees to use each entrant's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, entrant is stating (i) he or she is the sole creator and proprietor of the entry component and that the entry was not taken from any published materials; (ii) agrees to release and hold Sponsor, its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, any other entity involved in the development or administration of the Contest, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability of any kind (including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy) arising in whole or in part, directly or indirectly, out of participation in the Contest or the acceptance, receipt, possession, misuse, nonuse or use of any prize (or portion thereof); (iii) waives all rights to claim direct, indirect, punitive, incidental and/or consequential damages, attorney's fees or any damages other than actual out-of-pocket costs incurred to enter; and (iv) agrees to be bound by these Official Rules and the decisions of the Sponsor and Judges which are final and binding on all matters relating to the Contest.

Released Parties are not responsible for incomplete, lost, late, stolen, damaged, illegible, misdirected, garbled, inaccurate, delayed or undelivered entries or mail; or for technical, hardware or software malfunctions, difficulties or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled, stolen, incomplete, misrouted, or delayed computer transmission, which may limit an individual's ability to participate. Released Parties are not responsible for any computer, network, technical, mechanical, printing, typographical, human or other errors or problems of any kind relating to or in connection with the Contest, including, without limitation, errors or problems of any kind that may occur in connection with the administration of the Contest, the processing of entries, the announcement, delivery or use of any prize or in any Contest-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest.

CAUTION: Any attempt by an entrant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution.

Sponsor reserves the right to postpone, cancel, or modify the Contest (or any element thereof, including, without limitation, these rules and/or the Prize) in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these rules) without notice, in its sole discretion. Sponsor also reserves the right in its sole discretion, to cancel, suspend or modify the Contest, or to disqualify any implicated entrant(s) (and void associated entries), if any fraud, virus, actions by entrants, technical or other error or problem of any kind, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the Contest, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at its sole discretion, to conduct judging and to award prize(s) for the applicable Contest Period from among all eligible, non-suspect entries received for that Contest Period up to the time of the event or action warranting such cancellation. In the event this Contest is cancelled prior to the stated end date, a notice will be posted on the Website.

Sponsor may prohibit any entrant or potential entrant from participating in the Contest and/or receiving any prize (or any portion thereof), if at the sole discretion of Sponsor, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or their agents or representatives or (2) in any other disruptive manner.

In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line 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.

ENTRANT'S PERSONAL INFORMATION. Information collected from entrants is subject to the NBC Privacy Policy (http://nbcuni.com/Privacy_Policy/).

GRAND PRIZE WINNER'S NAME. For the name of the potential Prize winner, go to <http://www.nbc.com/Winners> after July 15, 2008.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE OFFICIAL RULES, INCLUDING ALL TERMS OF SUBMISSION. YOU FURTHER UNDERSTAND THAT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THESE OFFICIAL RULES, INCLUDING, WITHOUT LIMITATION, YOUR RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THE CHALLENGE AND THESE OFFICIAL RULES.

Dated: _____

ACCEPTED AND AGREED:

Signature

PRINT NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

EMAIL ADDRESS & PHONE NUMBER(S)

DATE OF BIRTH