

of probative value to his or her determination. If so, discovery of cost and financial information should be commensurate with the limited nature of the evidence and limited solely to the C-NBCU Programmer at issue (unless a showing can be made that costs are spread across affiliates).

9. The arbitrator may not consider offers prior to the arbitration made by the Claimant and the C-NBCU Programmer or Programmers for the programming at issue in determining the fair market value. This shall include any final offer made prior to mediation, if the final offer was subsequently revised pursuant to Section VII.A.15.

10. If the arbitrator finds that one party's conduct, during the course of the arbitration, has been unreasonable, the arbitrator may assess all or a portion of the other party's costs and expenses (including reasonable attorney fees) against the offending party.

11. Following the decision of the arbitrator, the parties shall be bound by the final offer chosen by the arbitrator, regardless of the pendency of any appeal unless the appeal nullifies or modifies the award.

12. To the extent practicable, the terms of the final offer chosen by the arbitrator, including payment terms, if any, shall also become retroactive to the expiration date of the previous Carriage Agreement or agreement for online display, if any.

- a. If carriage of the relevant programming has continued uninterrupted during the arbitration process, and if the arbitrator's award requires a smaller amount to be paid than was required under the terms of the expired contract, each C-NBCU Programmer shall credit the Claimant with an amount representing the difference between the amount actually paid under the terms of the expired contract since its expiration and the amount that is required to be paid under the arbitrator's award.
- b. If carriage of the relevant programming has continued uninterrupted during the arbitration process, and if the arbitrator's award requires a higher amount to be paid than was required under the terms of the expired contract, the Claimant shall make an additional payment to each C-NBCU Programmer in an amount representing the difference between the amount that is required to be paid under the arbitrator's award and the amount actually paid under the terms of the expired contract since its expiration.

13. Judgment upon an award entered by the arbitrator may be entered by any court having competent jurisdiction over the matter, unless one party indicates that it wishes to seek review of the final award with the Commission and does so in a timely manner.

14. Upon the conclusion of an arbitration demanded under these procedures, whether by settlement or award, the Claimant shall notify the Commission of the conclusion of the proceedings and, if applicable, provide the Commission with (i) a confidential, unredacted copy of the arbitrator's award and (ii) a copy of the redacted version of the arbitrator's award, as produced by the arbitrator pursuant to Section VIII.7, which the Commission will make available to any party who so requests.

### **C. PROVISIONS APPLICABLE TO ARBITRATIONS UNDER SECTION IV (ONLINE)**

1. In the case of an arbitration under Section IV of these Conditions, the arbitration shall take place in two phases if there is a reasonable dispute regarding one or more of the following: (i) whether an OVD is a Qualified OVD; (ii) what Comparable Programming a Qualified OVD is entitled to (for claims under the Benchmark Condition only); and (iii) whether any of the defenses in Section VII.C.3 below would defeat a claim (provided that, with respect to Section VII.C.3, the first phase shall concern defenses based on 47 C.F.R. § 76.1002(b)(1) only). In phase 1, the arbitrator shall determine, as

applicable, the disputes raised in sub-paragraphs (i) through (iii). In phase 2, the arbitrator shall choose the final offer of the party which most closely approximates the fair market value of the programming carriage rights at issue, as defined in Section IV.A.2, above.

2. In the case of an arbitration under the Benchmark Condition, if there is a dispute about what Comparable Programming a Qualified OVD is entitled to, the parties shall submit their final offers for the scope of Comparable Programming at the commencement of the arbitration, as provided under Section IV.A. The arbitrator shall decide which of the two offers for the scope of Comparable Programming most closely approximates the appropriate Comparable Programming. At the conclusion of phase 1, the parties shall submit their final offers for agreements based on the Comparable Programming chosen by the arbitrator.

3. In the case of an arbitration under Section IV of these Conditions, it shall be a defense for Comcast or C-NBCU to demonstrate by a preponderance of the evidence that any of the following reasonably justifies denying the Online Video Programming to a particular Qualified OVD: (i) any of the factors listed under 47 C.F.R § 76.1002(b) as of the date of this Order; or (ii) that providing the Online Video Programming to the particular Qualified OVD would constitute a breach of a contract to which Comcast or NBCU is a party (provided that any provision prohibited under Section IV.B shall not be a defense). For claims under the Benchmark Condition, there shall be a presumption against any defense based on the provisions of part (i) of this paragraph.

4. The arbitrator shall determine allowable discovery and permissible evidence.

#### **D. PROVISIONS APPLICABLE TO SMALL MVPDS**

1. An MVPD with 1.5 million or fewer subscribers may appoint an independent bargaining agent to bargain collectively on its behalf ("Bargaining Agent") in negotiating with a C-NBCU Programmer for carriage of Video Programming, and the C-NBCU Programmer shall not refuse to negotiate with such an entity. An MVPD that uses a Bargaining Agent may, notwithstanding any contractual term to the contrary, disclose to such Bargaining Agent the date upon which its then current carriage contract at issue expires.

2. If a Bargaining Agent chooses to submit a dispute to commercial arbitration, it shall state in its notification of intent to arbitrate the MVPDs that it represents for purposes of the arbitration. If the MVPDs that have appointed the Bargaining Agent have contracts with different expiration dates for the Video Programming at issue, or if some MVPDs have expiring contracts and others are making a first time request for carriage, the Bargaining Agent must notify the C-NBCU Programmer or Programmers that provide the Video Programming that it intends to request arbitration no later than five business days after the expiration of the first contract. If all the MVPDs that have appointed the Bargaining Agent are making a first time request for carriage, the Bargaining Agent may submit its notice of intent to arbitrate at any time following 90 days after the Bargaining Agent's first time request for carriage on behalf of any of the MVPDs.

3. Each C-NBCU Programmer must allow continued carriage under the terms and conditions of any expired agreement for any MVPD that appointed the Bargaining Agent and has an expired agreement or an agreement that expires during the course of arbitration. Carriage of the disputed programming during the period of arbitration is not required in the case of any MVPD making a first time request for carriage; provided that the Claimant shall have the option of carrying the disputed programming on the terms of the C-NBCU Programmer's final offer, subject to a true up pursuant to Section VII.B.12 and the requirements of Section IV.A.4.

4. The final offers of the parties shall be in the form of a contract for carriage of the Video Programming (including but not limited to terms concerning both price and carriage) identified in the

Bargaining Agent's notice of intent to arbitrate, for a period of three years, by all MVPDs that have appointed the Bargaining Agent.

5. Following the decision of the arbitrator, all MVPDs that have appointed the Bargaining Agent shall be bound by the final offer chosen by the arbitrator. For each MVPD that has an expired carriage agreement at the time of the award, the terms of the final offer shall become retroactive to the expiration date of that agreement, to the extent practicable. For each MVPD that has a contract that has yet to expire at the time of the award, the final offer shall become effective upon expiration of the existing contract if and to the extent that the term of the arbitrated contract remains in effect (*e.g.*, if the MVPD's contract expired one year after the arbitration award, the effective term of the arbitrated contract would be two years).

6. To determine fair market value, the arbitrator may require the Bargaining Agent as well as all MVPDs that have appointed the Bargaining Agent to submit relevant evidence to the extent it is in their possession. The Bargaining Agent may only be required, however, to produce information in its possession that involves at least one of the MVPDs it has been appointed to represent.

7. If an MVPD with 600,000 or fewer subscribers ("Small MVPD") (including a Bargaining Agent to the extent it is representing Small MVPDs) is the prevailing party in an arbitration, it shall be entitled to recover its legal fees and costs of arbitration. If such an MVPD is not the prevailing party, it shall not be required to reimburse Comcast's or C-NBCU's corresponding fees and costs.

#### **E. REVIEW OF FINAL AWARD BY THE COMMISSION**

1. A party aggrieved by the arbitrator's final award may file with the Commission a petition seeking *de novo* review of the award. The petition must be filed within 30 days of the date the award is published. The petition, together with both the redacted and unredacted versions of the arbitrator's award, as produced by the arbitrator pursuant to Section VIII.7, the record before the arbitrator, and transcripts of any arbitration hearings shall be filed with the Secretary's office and shall be concurrently served on the Chief, Media Bureau. An opposition to the petition may be filed within 15 days of the filing of the petition, and a reply to the opposition may be filed within 10 days of the filing of the opposition. The Media Bureau shall issue its findings and conclusions not more than 60 days after receipt of the petition, which period may be extended by the Media Bureau by one period of an additional 60 days. A party may file with the Commission an Application for Review of the Media Bureau's decision.<sup>10</sup> The Claimant shall carry the relevant programming pending the FCC decision, subject to the terms and conditions of the arbitrator's award.

2. In reviewing the award, the Media Bureau or Commission, as appropriate, will examine the same evidence that was presented to the Arbitrator and will choose the final offer of the party that most closely approximates the fair market value of the programming carriage rights at issue.

3. The Media Bureau or Commission, as appropriate, may award the winning party costs and expenses (including reasonable attorney fees) to be paid by the losing party, if the Media Bureau or Commission, as appropriate, considers the appeal or conduct by the losing party to have been unreasonable. Such an award of costs and expenses may cover both the appeal and the costs and expenses (including reasonable attorney fees) of the arbitration.

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<sup>10</sup> To the extent a party files a Petition for Reconsideration of the Bureau's decision, if the Media Bureau does not act on the Petition for Reconsideration within 60 days, the Petition for Reconsideration will be deemed denied.

## VIII. MODIFICATIONS TO AAA RULES FOR ARBITRATION

1. For purposes of these Conditions, the AAA Rules are modified in several respects as they apply to the arbitration remedy set forth above.

2. *Initiation of Arbitration.* Arbitration shall be initiated as provided in Rule R-4 except that, under Rule R-4(a)(ii), the party initiating arbitration shall not be required to submit copies of the arbitration provisions of the contract, but shall instead refer to this Order in the demand for arbitration. Such reference shall be sufficient for the AAA to take jurisdiction.

3. *Appointment of the Arbitrator.* Appointment of an arbitrator shall be in accordance with Rule E-4 of the Rules. Arbitrators included on the list referred to in Rule E-4 (a) of the Rules shall be selected from a panel jointly developed by the AAA and the Commission and shall be based on the following criteria:

- a. The arbitrator shall be a lawyer admitted to the bar of a state of the United States or the District of Columbia;
- b. The arbitrator shall have been practicing law for at least seven years;
- c. The arbitrator shall have prior experience in mediating or arbitrating disputes concerning media programming contracts; and
- d. The arbitrator shall have negotiated or have knowledge of the terms of retransmission contracts.

4. *Exchange of Information.* At the request of any party, or at the discretion of the arbitrator, the arbitrator may direct the production of current and previous contracts between either of the parties and MVPDs or OVDs, broadcast stations and programming networks that is considered relevant in determining the value of the programming to the parties. Parties may request that access to information of a commercially sensitive nature be restricted to the arbitrator and outside counsel and experts of the opposing party pursuant to a Protective Order, the model for which is attached as Appendix E. If a programming contract contains terms that purport to restrict a party from disclosing the entire contract in an unredacted form absent an order from the Commission or a court, an order by the arbitrator directing the parties to produce the contract shall have the same effect as if it were an order adopted and released by the Commission requiring production of the contract.

5. *Administrative Fees and Expenses.* If the arbitrator finds that one party's conduct, during the course of the arbitration, has been unreasonable, the arbitrator may assess all or a portion of the other parties costs and expenses (including reasonable attorneys' fees) against the offending party.

6. *Locale.* In the absence of agreement between the parties, the arbitration shall be held in the city that contains the headquarters of the Claimant.

7. *Form of Award.* The arbitrator shall render a written award containing the arbitrator's findings of fact and reasons supporting the award. If the award contains confidential information, the arbitrator shall compile two versions of the award; one containing the confidential information and one with such information redacted. The version of the award containing the confidential information shall only be disclosed to the Commission or persons bound by the Protective Order issued in connection with the arbitration. The parties shall include such confidential version in the record of any review of the arbitrator's decision by the Commission.

**IX. BROADCAST CONDITIONS**

1. C-NBCU shall comply with the terms of Sections 2, 3 and 7 of the June 3, 2010 Agreement between Comcast Corporation, NBC Universal, Inc. and the NBC Television Affiliates (the "NBC Affiliates Agreement"), and with all of the terms of the June 21, 2010 Agreement between Comcast Corporation and the ABC Television Affiliates Association, the CBS Television Network Affiliates Association and the FBC Television Affiliates Association (the "ABC, CBS and Fox Affiliates Agreement"), both of which are provided in Appendix F of this Order, with the following clarification and revisions:

- a. Section 3 of the NBC Affiliates Agreement and Section 3 of the ABC, CBS and Fox Affiliates Agreement shall each expire on the date on which NBCU and Comcast are no longer commonly owned and/or controlled.
- b. The second sentence of Section 3 of the ABC, CBS and Fox Affiliates Agreement shall provide: "Comcast agrees that NBCU shall remain solely responsible for negotiating retransmission consent of NBCU Stations with non-Comcast MVPDs (*i.e.*, multi-channel video programming distributors), and Comcast and the Comcast Cable Systems shall remain solely responsible for negotiating retransmission consent with non-NBCU Stations."

**X. DIVERSITY CONDITIONS**

1. In order to expand the availability of over-the-air programming to the Spanish language speaking community utilizing a portion of the digital broadcast spectrum of Telemundo's owned-and-operated broadcast television stations ("O&Os") (as well as offering such programming to Telemundo affiliates), within 12 months of the Closing of the Transaction, C-NBCU shall launch a new multicast channel on its Telemundo O&Os utilizing library programming that has had limited exposure. Telemundo shall make this programming available to all Telemundo-affiliated broadcast stations on reasonable commercial terms.

2. C-NBCU shall use its On Demand and On Demand Online platforms to feature Telemundo programming.

3. C-NBCU shall continue expanding the availability of mun2 on the Comcast Cable, On Demand, and On Demand Online platforms. Specifically, C-NBCU shall:

- a. within 12 months of the Closing of the Transaction, increase the number of Telemundo and mun2 VOD programming choices available on its Comcast central VOD storage facilities from approximately 35 to 100 choices. By that time, the majority of Comcast's cable systems shall have the ability to connect to those facilities and provide access to this additional VOD content. In addition, Comcast shall make the programming available online to its subscribers to the extent that it has the legal rights to do so.
- b. within three years of the Closing of the Transaction, add another 200 VOD programming choices from Telemundo and mun2 on its Comcast central VOD storage facilities, for a total of 300 additional programming choices. In addition, Comcast shall make the programming available online to its subscribers to the extent that it has the legal rights to do so.

4. In 2011, working with an independent producer, C-NBCU shall produce a new weekly business news program, which it shall assist to make available through syndication.

5. For five years after the Order Date, C-NBCU shall file quarterly reports in a uniform format with the Commission containing the following information for the previous three months: the total number of hours of independent programming aired by each broadcast O&O and each owned or controlled programming network, the title of each program, the date(s) and time(s) the program was aired, the length of the program, a short description of the program, and for programs aired by the broadcast O&Os, whether the program aired on the O&O's primary channel or a multicast channel. In addition to filing these reports with the Commission, to enable the public to view the information, C-NBCU shall also post the reports on its website and that of each of its O&Os and programming networks. For purposes of this Condition, independent programming is defined as programming that is: (i) not carried by Comcast as of the date of adoption of this Order by the Commission; and (ii) produced by an entity unaffiliated with Comcast and/or NBCU.

## XI. LOCALISM CONDITIONS

1. C-NBCU shall preserve and enrich the output of local news, local public affairs, and other public interest programming on its O&O stations. Through the use of Comcast's On Demand and On Demand Online platforms, time slots on cable channels, and use of certain windows on the O&Os' schedules, it shall expand the availability of all types of local and public interest programming. In furtherance of these objectives, C-NBCU shall:

- a. during the five years after the Closing of the Transaction, not reduce the current level of news and information programming at all NBC and Telemundo O&Os.
- b. during the three years after the Closing of the Transaction, expand such newscasts as provided herein.
- c. during the three years after the Closing of the Transaction, expand local content on Telemundo O&O newscasts, increasing its investment in station newscasts that are produced locally.

2. C-NBCU shall, within 12 months of the Closing of the Transaction and for a period of five years after the launch of such service by its O&O stations:

- a. locally produce by the NBC O&Os, collectively, an additional 1,000 hours per year of original, local news and information programming to air on multiple platforms, including the primary or a multicast channel of each such O&O. If the additional news and information programming is carried on a multicast channel of an NBC O&O, that multicast channel shall achieve actual distribution to at least 50 percent of the television households within the station's DMA.
- b. locally produce by at least six Telemundo O&Os, collectively, an additional 1,000 hours per year of original, local news and information programming, all of which shall air on the primary channel of each such O&O.

3. For purposes of this Condition, news and information programming shall include local and regional content, including general interest news and public affairs programming, weather, traffic and other informational programming.

4. C-NBCU shall file with the Commission, commencing on the later of three months after the Closing (or from the launch of such service over the station) and ending upon the expiration of this Condition, on a quarterly basis for each O&O, the following information in a uniform format regarding the news and information programming aired on the station during the preceding three months: the title of the program, the date(s) and time(s) the program was aired, the length of the program, whether the program aired on the O&O's primary channel or a multicast channel, and a short description of the

program. Each year, the fourth quarter report must contain a certification attesting to whether or not the station aired the annual requirement for the stations. In addition to filing this information with the Commission, to enable the public to view the information, C-NBCU must also post the same information on each O&O's website.

5. Within 12 months of the Closing of the Transaction, at least half of the NBC O&Os shall have in place cooperative arrangements with locally focused non-profit news organizations that provide reporting on issues of particular concern to each such station's market and/or region ("Online News Partners").

- a. The selection of appropriate Online News Partners shall be made by C-NBCU, in its discretion, taking into account such factors as the continuing availability of a viable Online News Partner in each such NBC O&O market; adherence by the Online News Partner to standards of journalism compatible with those of C-NBCU, including accuracy, fairness and independence; and the overall level of professionalism exhibited by the Online News Partner.
- b. These cooperative arrangements shall be similar in approach and level of involvement and support to the arrangement, in place as of the date of adoption of this Order, between NBC O&O station KNSD(TV), San Diego, California, and the website Voice of San Diego, including, as appropriate: story development; sharing of news footage and other content resources; financial support; in-kind contributions; shared use of technical facilities and personnel; on-air opportunities; promotional assistance; and cross-linking/embedding of websites.
- c. This Condition shall not obligate C-NBCU or any of its NBC O&O stations to broadcast, publish on any C-NBCU-controlled website or otherwise exhibit or endorse any material produced by an Online News Partner, and the decision to broadcast, publish or exhibit any such material shall remain at the sole editorial discretion of C-NBCU and its NBC O&O stations.
- d. C-NBCU shall be obligated to maintain a minimum of five such arrangements to the extent that such local non-profit news organizations continue to exist in five NBC O&O markets, as described in the preceding paragraph. The minimum of five such cooperative arrangements described in this Condition shall remain in force for at least three years following the date on which C-NBCU has five such arrangements in place.
- e. In the event that C-NBCU terminates any such arrangement, consistent with its obligations under this Condition, it shall use its best efforts to identify and establish a cooperative arrangement with another Online News Partner so that it shall have ongoing relationships with Online News Partners in at least five of its O&O stations' markets.
- f. Commencing six months after the Closing of the Transaction and every six months thereafter, until the expiration of this Condition, C-NBCU shall file with the Commission a written report detailing the efforts that it has made pursuant to this Condition during the previous six months, including the following information: identification of the Online News Partner and NBC O&O, a description of their arrangement, including the support provided by C-NBCU, and information about the news and other programming produced by the arrangement, including the overall quantification by market of local content

segments or items generated, as well as their nature (including but not limited to videos, articles, blog posts and photos) and whether such segments or items were exhibited on the station's primary channel, multicast channel(s), website and/or other platforms. To enable the public to view the information, C-NBCU must post the relevant reports on each participating O&O's website.

6. Comcast currently provides approximately 15,000 VOD programming choices free or at no additional charge over the course of a month. C-NBCU shall continue to provide at least that number of VOD choices free or at no additional charge to consumers. In addition, within three years of the Closing of the Transaction, it shall make available over the course of a month an additional 5,000 VOD choices via its central VOD storage facilities for free or at no additional charge to consumers.

7. For the three years after the Closing of the Transaction, C-NBCU shall continue to make available at no additional charge broadcast content of the kind previously made available at a per-episode charge on Comcast's On Demand service and currently made available at no additional charge to the consumer.

## **XII. JOURNALISTIC INDEPENDENCE CONDITION**

C-NBCU shall continue NBCU's policy of journalistic independence with respect to the news programming organizations of all NBCU networks and stations, and shall extend these policies to the potential influence of each of C-NBCU's owners. To ensure such independence, C-NBCU shall continue in effect the position and authority of the NBC News ombudsman to address any issues that may arise.

## **XIII. CHILDREN'S PROGRAMMING CONDITIONS**

1. Comcast shall use its On Demand and On Demand Online platforms and a portion of the NBCU O&Os' digital broadcast spectrum to provide children's programming. C-NBCU intends to develop additional opportunities to feature children's content on all available platforms. In this regard, C-NBCU shall:

- a. within 12 months of the Closing of the Transaction, add an additional 500 VOD programming choices appealing to children and families to its central VOD storage facilities, and make the same programming available online to its authenticated subscribers to the extent it has the rights to do so.
- b. within three years of the Closing of the Transaction, add another 1,000 VOD choices of such programming to its central VOD storage facilities, and make the same programming available online to its authenticated subscribers to the extent it has the rights to do so.
- c. within nine months from the Closing of the Transaction, and for three years thereafter, provide one additional hour per week of children's educational and informational ("core") programming, as defined by and aired in the manner called for by 47 C.F.R. § 73.671, over the primary channels of all Telemundo O&Os, and over either the primary or the multicast channels of all NBC O&Os. If this additional children's programming is carried on a multicast channel of an NBC O&O, that multicast channel shall achieve actual distribution to at least 50 percent of the television households within the station's DMA. This hour per week shall be in addition to the current three hours aired weekly by each such station pursuant to the Commission's core license renewal application processing guidelines.

2. C-NBCU shall provide clear and understandable on-screen TV ratings information for all original entertainment programming across all of its networks (broadcast and cable), and apply the cable industry's best-practice standards for providing on-screen ratings information in terms of size, frequency, and duration. Specifically, C-NBCU shall:

- a. within 90 days after the Closing of the Transaction, triple the time that program ratings information remains on the screen (from five to 15 seconds) after each commercial break. Such information shall also be presented in a larger format, to make it more visible to viewers.
- b. provide improved parental controls for C-NBCU program guides and set-top box applications, including navigation and blocking upgrades to legacy set-top boxes, by the end of 2011.
- c. provide a parental dashboard, which shall place all parental controls in one place, and white listing capabilities on tru2way boxes, by the end of 2013.
- d. provide, for IP-based set-top boxes, (i) the same capabilities as the tru2way boxes and additional restrictions on interactive applications within 12 months of the launch of IP-based set-top boxes; and (ii) additional blocking capabilities, within 24 months of the launch of IP-based set-top boxes.
- e. within nine months of the Closing of the Transaction, include program ratings information in its produced or licensed programming that NBC networks provides to nbc.com, to other NBCU websites, and to Hulu.com.

3. In an effort to constantly improve the tools and information available for parents, C-NBCU shall expand its partnership with organizations offering enhanced information to help guide family viewing decisions including, but not limited to, Common Sense Media ("CSM"). Comcast shall work to creatively incorporate the information from such organizations in its emerging On Demand and On Demand Online platforms and other advanced platforms, and shall look for more opportunities to work with such organizations on all C-NBCU platforms.

4. For five years from the Closing of the Transaction, in its capacity as a programmer and insofar as it can control advertising accepted, C-NBCU shall not air interactive advertising in: (i) broadcast programming and (ii) the feeds delivered to MVPD linear channels, in programs originally produced and transmitted primarily for an audience of children 12 years old and younger. In its capacity as an MVPD and insofar as it exerts control pursuant to affiliation agreements, Comcast shall not insert interactive advertising into networks comprised of programming originally produced and transmitted primarily for an audience of children 12 years old or younger.

5. For purposes of this Condition, interactive advertising is any marketing for commercial purposes on broadcast or cable television that requires or requests consumer interaction. Interactive advertising includes, but is not limited to:

- a. interactive overlay pop-up advertising, which can consist of:
  - (i) requests for further information to be sent to a consumer;
  - (ii) telescoping, also known as long form advertising, where a consumer can click on a pop-up and view more expanded advertising information that would potentially lead to a commercial transaction, but shall not include enabling a consumer to telescope to particular programs; and
  - (iii) voting or polling requests that promote a product or service, and/or gain information about consumer commercial preferences;

- b. T-Commerce, which enables a consumer to purchase advertised products using a remote control; and
  - c. branded interactive gaming, which promotes a product via interactive gaming.
6. C-NBCU shall provide public service announcements (“PSAs”) with a value of \$15 million each year on digital literacy, parental controls, FDA nutritional guidelines and childhood obesity. The PSAs on digital literacy, parental controls and FDA nutritional guidelines shall run on networks or programming that have a higher concentration than the median cable network (viewers-per-viewing-household) of adults 25-54 with children under 18 in the household. For the PSAs on childhood obesity, C-NBCU shall air one PSA during each hour of NBC’s “core” educational and informational programming, as defined by 47 C.F.R. § 73.671, on the broadcast stations’ primary channels, and an average of two PSAs per day shall run on PBS KIDS Sprout. This Condition shall remain in place for five years.

#### XIV. PEG CONDITIONS

1. Comcast shall not migrate PEG channels to digital delivery on any Comcast cable system until the system has converted to all-digital distribution (*i.e.*, until all analog channels have been eliminated), or until the governmental entity that is responsible for the system’s PEG operations pursuant to the law of the state in question otherwise expressly agrees, whichever comes first. In any event, Comcast shall provide advance written notice to the system’s franchising authority and to its local community of its intent to migrate the PEG channels of the system in question.
2. Comcast shall carry all PEG channels on its digital starter tier (D0), or on an equivalent tier that reaches at least 85 percent of the subscribers of the Comcast system.
3. C-NBCU shall not implement a change in the method of delivery of PEG channels that results in a material degradation of signal quality or impairment of viewer reception of PEG channels, provided that this Condition shall not prohibit Comcast from implementing new technologies also utilized for commercial channels carried on its cable systems (including, but not limited to, digitization and switched digital video). Comcast shall continue to meet FCC signal quality standards when offering PEG channels on its cable systems and shall continue to comply with closed captioning pass-through requirements.
4. To enhance localism and strengthen public access, educational and governmental programming, Comcast shall develop a platform to host PEG content On Demand and On Demand Online within three years of the Closing of the Transaction.
- a. To develop the new platform, within three years of the Closing of the Transaction, Comcast shall select five locations in Comcast’s service area to serve as trial sites. Sites shall be chosen to ensure geographic, economic and ethnic diversity, with a mix of rural and urban communities. They shall not include the community of any system that currently has a PEG VOD or online presence.
  - b. Comcast shall consult with leaders in the trial communities to determine what programming (public access, educational and/or governmental) would most benefit residents by being placed on VOD and online. It shall not exercise editorial control in determining which PEG programming shall be available on either platform.
  - c. Comcast shall meet the following benchmarks in its development of these platforms:

- (i) within 30 days of the Closing of the Transaction, it shall announce the final locations of the five pilot communities.
  - (ii) within nine months of the Closing of the Transaction, it shall initiate On Demand placement of available PEG programming in each PEG pilot community. Additional programming shall continue to be provided throughout the remaining trial period.
  - (iii) within one year of the Closing of the Transaction, it shall initiate On Demand Online placement of available PEG programming in each PEG pilot community through existing or newly created online platforms. Additional programming shall continue to be provided throughout the remaining trial period.
  - (iv) within 18 months of the Closing of the Transaction, it shall initiate marketing support of the On Demand and On Demand Online platforms in each PEG pilot community.
  - (v) within two years of the Closing of the Transaction, it shall complete surveys of the user experience for both the On Demand and On Demand Online platforms in each PEG pilot community, and shall begin to implement recommended changes.
  - (vi) within three years of the Closing of the Transaction, it shall complete the pilot phases and evaluate results of the pilots.
  - (vii) starting six months after the Closing of the Transaction, it shall submit semi-annual reports to the Commission, on the progress of its online and VOD platform development, including the details of its activities in meeting each of the above-noted benchmarks. In addition to filing this information with the Commission, to enable the public to view the information, it must also post the same information on its website.
- d. This Condition is designed to enhance existing PEG channel carriage and shall not affect Comcast's existing franchise requirements for traditional linear PEG channel carriage.

**XV. CONDITION REGARDING CARRIAGE OF PROGRAMMING OF NON-COMMERCIAL EDUCATIONAL TELEVISION STATIONS THAT HAVE RELINQUISHED THEIR SPECTRUM**

1. For Qualified Noncommercial Educational ("NCE") Stations and Qualified Local Noncommercial Educational ("Local NCE") Stations, as those terms are defined in 47 C.F.R. §§ 76.55(a) and 76.55(b), respectively, that have must-carry rights as of December 31, 2010 and relinquish their broadcast spectrum as part of the Commission's efforts to allocate more spectrum to mobile broadband pursuant to Recommendation 5.8.5 of the National Broadband Plan (collectively, "Stations"), Comcast shall carry the applicable programming stream(s) of such Stations as follows:

- a. For Stations that are carried on Comcast cable systems as of December 31, 2010 pursuant to the signal carriage obligations for such Stations, as set forth in 47 C.F.R. § 76.56(a), Comcast shall continue to carry any such Stations, in digital format, on such cable systems.

- b. For Stations carried on Comcast cable systems as of December 31, 2010 pursuant to digital carriage agreements between the Station and Comcast, including but not limited to for purposes of this Condition, the agreement between the National Cable & Telecommunications Association (“NCTA”) and (i) the Association of Public Television Stations (“APTS”) and (ii) the Public Broadcasting Service (“PBS”) dated January 31, 2005 (the “NCTA/APTS Agreement”), Comcast shall continue to carry such Stations, in accordance with the terms of the relevant agreement, on such cable systems. To the extent that a Station’s digital carriage agreement with Comcast expires prior to the expiration of this Condition, Comcast commits to continue to carry such Station after the expiration of the agreement in accordance with the terms of paragraph (a) for the full term of this Condition.

2. These carriage obligations shall only apply to the extent that: (i) each such Station continues to deliver a good quality (non-broadcast) signal of the covered programming stream(s) to the relevant Comcast headends; (ii) each such Station certifies that it has the necessary copyrights to provide the programming contained in each programming stream delivered to Comcast, and conveys, without charge to Comcast, such copyrights and clearances as Comcast needs to distribute the programming; (iii) each programming stream contains noncommercial programming and other material that would be consistent with a broadcast station’s charter as a Qualified NCE or Qualified Local NCE; and (iv) each programming stream delivered to Comcast does not include programming that substantially duplicates the programming of any then-existing broadcast or cable programming service carried by the relevant Comcast system(s).

3. This Condition shall not be construed to extend the term of any existing agreement, nor to require any Comcast cable system to carry any Station or Station’s programming stream that Comcast is not: (i) already carrying as of December 31, 2010; or (ii) obligated to carry pursuant to the terms of the Station’s digital carriage agreement, including but not limited to the NCTA/APTS Agreement. This Condition shall expire on December 31, 2017, or upon the FCC’s promulgation of rules of general applicability regarding the subject matter of this Condition.

## **XVI. CONDITIONS TO EXPAND BROADBAND DEPLOYMENT AND ADOPTION**

1. Comcast Broadband Footprint Expansion
  - a. Comcast shall expand its existing broadband network by at least 1,500 miles per year during the three years after the Closing of the Transaction (during 2011, 2012 and 2013), extending its broadband plant to approximately 400,000 additional homes.
  - b. Comcast shall also upgrade for Internet service at least six additional rural communities in 2011.
  - c. Comcast shall provide an additional 600 courtesy video and Broadband Internet Access Service account locations (for schools, libraries, and other community institutions, targeted to underserved areas in which broadband penetration is low and there is a high concentration of low income residents) over the three years after the Closing of the Transaction, at a rate of 200 additional locations per year. This continuing Condition shall include Comcast’s bearing 100 percent of the construction costs to bring Internet connections and providing the Broadband Internet Access Service without charge to these locations.

2. Expanding Broadband Adoption – Comcast Broadband Opportunity Program
  - a. Within nine months of the Closing of the Transaction, Comcast shall commence a program, the Comcast Broadband Opportunity Program (“CBOP”), to substantially increase broadband adoption in low income homes throughout Comcast’s service area.
  - b. CBOP shall address the three key barriers to adoption identified in the National Broadband Plan: (i) reducing the cost of broadband access for low income homes; (ii) the lack of a computing device in the home; and (iii) the absence of digital literacy. Its objective is to boost the number of low income homes using broadband within Comcast’s service areas.
  - c. Under CBOP, each eligible participating household shall:
    - (i) receive the Economy version of Comcast’s Broadband Internet Access Service for \$9.95 per month – a rate for which the household shall qualify so long as it meets the “Eligibility Criteria” below.
    - (ii) pay no installation or modem charges or fees (although Comcast may use its self-install program).
    - (iii) be eligible for one piece of pre-configured, quality computer equipment (which may include rebuilt PCs, netbooks, or other devices) for less than \$150 (the equipment shall be sold to the customer by a third-party vendor-partner of Comcast’s, with Comcast providing any subsidy required to bring the equipment cost below \$150).
    - (iv) have access to web-based, print and classroom-based training programs, provided in partnership with One Economy and other current and future Comcast community partners in its digital literacy efforts, including Boys and Girls Clubs, and Urban League and National Council of La Raza (“NCLR”) affiliate organizations. Comcast shall create and fund these programs, although it may seek Foundation and other funds to defray these costs.
  - d. CBOP shall run for a total of 36 months (through three school years) after the program commences (although households that qualify during the three-year program shall remain eligible for the program for the discounted Broadband Internet Access Service rate so long as they have a student in the household who qualifies), but in any event Comcast shall maintain CBOP through three full school years.
  - e. Comcast shall implement CBOP in coordination with state education departments and local school districts, which shall be responsible for certifying household eligibility for participation in the program.
  - f. The “Eligibility Criteria” for CBOP are: (i) there is at least one child in the household eligible for a free lunch under the National School Lunch Program (“NSLP”); (ii) the household is not the subject of a current Comcast collections activity; and (iii) the household has not subscribed to a Comcast Internet service within 90 days prior to installation.

- g. Comcast shall solicit participation in CBOP through participating school districts' NSLP enrollment processes. It shall rely on this established certification process to qualify participants in CBOP.
- h. Comcast shall request that school districts include information about CBOP with their first communication to families in advance of the school year and in each NSLP communication, as feasible and appropriate. The goal is to ensure that families that qualify for the free NSLP are aware of the program at the beginning of the school year and have the opportunity to register in conjunction with the NSLP process. Comcast shall provide appropriate collateral materials and request that they be included in all NSLP mailings, as appropriate.
- i. Comcast shall endeavor to educate school professionals who work closest with NSLP-eligible families about CBOP. This outreach shall include the various education-related associations, including PTAs and associations representing guidance counselors and social workers, in order to reach those who are most likely to work closely with students and families who qualify for the free NSLP.
- j. Prospective participants shall be directed to a Comcast phone number dedicated to this program to verify eligibility. Qualifying callers shall be transferred to a centralized order-entry center. When service installation is complete, the participating household shall receive a voucher and instructions on how to obtain the subsidized computer equipment noted above.
- k. Comcast shall engage in efforts, in coordination with community partners, to publicize the availability of the program, targeted to areas with high concentration of low-income residents and especially through vehicles that are targeted to eligible households. Among other things, Comcast shall promote CBOP through public service announcements, as well as through segments of Comcast Newsmakers featuring guests who shall describe CBOP and how to take advantage of it. Comcast shall distribute the CBOP information to its partners who work with low-income communities – on a national and local level (e.g., One Economy, National Urban League, NCLR). Comcast shall also coordinate with state and local education administrative entities to enable notification of certified NSLP families of CBOP.
- l. Comcast shall offer several computer training and support options to all households participating in CBOP:
  - (i) At the time of installation, each participating household shall receive basic instructional materials and a phone number for a dedicated support desk.
  - (ii) The computer equipment shall be pre-configured with a “wizard” to facilitate e-mail set-ups and the setting of parental controls.
  - (iii) Shortcuts to “getting started” tutorials shall appear on the desktop.
  - (iv) Each piece of equipment shall ship with Norton security pre-installed.
  - (v) Comcast and its partner organizations shall offer “training days” at NSLP-participating schools in Comcast’s service areas, as well as at instruction facilities operated by Comcast’s community partners.

- m. Comcast shall submit an annual report to the Commission beginning on July 31, 2012 and for three years thereafter. That report shall include a description of Comcast's compliance with the adoption conditions listed above. Comcast shall identify the total number of households participating in CBOP, perform an analysis of CBOP's effectiveness, and describe any adjustments Comcast plans to implement to improve its effectiveness. Comcast shall make this annual report available on its website.

#### **XVII. GENERAL**

No C-NBCU Programmer shall enter into any agreement or arrangement or take any other action that has the purpose or effect of impairing the effectiveness of these Conditions.

#### **XVIII. VIOLATIONS**

Any violation of these Conditions shall be a violation of the Order.

#### **XIX. REPORTING REQUIREMENTS**

Except as otherwise expressly provided, Comcast and C-NBCU shall report to the Commission annually regarding compliance with these Conditions and shall post each such report on its website.

#### **XX. TERM**

Except as expressly stated, these Conditions shall remain in effect for seven years following the date of this Order.<sup>11</sup>

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<sup>11</sup> The Commission will consider a petition from Comcast or C-NBCU for modification of a Condition if they can demonstrate that there has been a material change in circumstances, or that the Condition has proven unduly burdensome, such that the Condition is no longer necessary in the public interest. *See, e.g., News Corp. and DIRECTV Group, Inc. and Liberty Media Corp. for Authority to Transfer Control*, Memorandum Opinion and Order, 23 FCC Rcd 3265, 3345 (2008).

# **EXHIBIT 11**

## Selected Comcast-NBCUniversal Diversity Awards 2010-2014

### Overall/Multiple Focus Areas

- Comcast-NBCUniversal was named among *DiversityInc* magazine's prestigious "The 2013 *DiversityInc Top 50 Companies for Diversity*" list. The "Top 50" includes companies from a wide range of industries that *DiversityInc* recognizes for "using diversity management to attract and retain a global, multicultural workforce and gain market share." Companies participate in the annual survey assessing four areas of diversity management:
  - CEO Commitment: accountability for results, communications, visibility
  - Human Capital: management, professional development, and promotions
  - Corporate and Organizational Communications: mentoring, employee resource groups, philanthropy, consistency/effectiveness of diversity-management initiatives
  - Supplier Diversity: spend with certified minority-owned and women-owned companies, as well as spend with companies owned by people with disabilities, veterans, and members of the LGBT community

Comcast was recognized as one of *DiversityInc's 25 Noteworthy Companies* for the three consecutive prior years.

- The *National Association for Multi-ethnicity in Communications (NAMIC)* honored Comcast and NBCUniversal with its *2013 Industry Diversity Champion Award*, which is given to a company demonstrating an exemplary effort to address diversity and inclusion among its workforce and within the communities it serves.
- In November 2013, Comcast and NBCUniversal were both designated a *2013 Top Company for People of Color by NAMIC*, based on the findings of NAMIC/WICT's (Women in Cable Telecommunications) Cable Telecommunications Workforce Diversity Survey.
- *OCA - Asian Pacific American Advocates*, a national membership driven organization dedicated to advancing the social, political, and economic well-being of Asian Pacific Americans (APAs), awarded Comcast-NBCUniversal its *2013 Outstanding Corporate Partner Award* during the National Asian Pacific American Corporate Achievement Awards in November 2013. The distinction recognizes Comcast-NBCUniversal for its demonstrated commitment to diversity and to partnering with OCA on community investment efforts.
- *Black EOE Journal (BEOEJ)* named Comcast among its *2013 Best of the Best* lists for "Top Diversity Employers" and "Top Supplier Diversity Programs." In determining the Best of the Best companies, the BEOEJ polled hundreds of Fortune 1000 companies for its 2013 Best of the Best evaluations. BEOEJ is a leading African American career and business magazine. Its annual review is an evaluation of the nation's employers, initiatives, government agencies, and educational institutions.
- *Hispanic Network Magazine* named Comcast and NBCUniversal among its *2013 Best of the Best* lists for "Top Diversity Employers" and "Top Supplier Diversity Programs" for 2013.
- *U.S. Veterans Magazine (USVM)* named Comcast-NBCUniversal among its *2013 Best of the Best* lists for "Top Veteran-Friendly Companies" and "Top Supplier Diversity Programs."

- *Professional Woman's Magazine* recognized Comcast-NBCUniversal among its 2013 Best of the Best lists for "Top Diversity Employers for Women" and "Top Supplier Diversity Programs for Women."
- In March 2013, *Calvert Investments*, a mutual fund firm that invests in companies that engage in sustainable and responsible practices, released its ranking of diversity among companies in the S&P 100. Using an in-depth methodology, Calvert examines diversity policies, programs, and performance metrics that these companies employ. This year, *Comcast scored 90 points out 100 for its record on including women, minorities, and LGBTs*. Among other initiatives, Calvert highlighted Comcast's diversity recruiting events, new Office of Corporate Diversity and Inclusion, and restructured Internal Diversity Council.
- Comcast Corporation was honored with the *New York Urban League's (NYUL) 2013 "Champions of Diversity" Award*, presented at the 10th Anniversary Champions of Diversity (COD) Awards Breakfast in February 2013. The COD Awards Breakfast recognizes companies that understand the need for diversity in the job market, embracing diversity to its fullest potential, and understanding that, to be successful in today's competitive market, diversity must be reflected in every aspect of the workplace. Corporate leadership, employment policy, supplier relations, and corporate giving are fundamental tenets of NYUL's philosophy. In listing Comcast-NBCUniversal among its COD honorees, the NYUL recognized that our "top-down commitment to diversity is evident through its leadership, hiring, supplier relations and philanthropic activities."
- *Black Enterprise* magazine selected Comcast as one of its 40 Best Companies for Diversity in 2012. *Black Enterprise* compiles its 40 Best Companies for Diversity list with a survey measuring diversity among employee base, senior management, board of directors, and procurement.
- Comcast-NBCUniversal ranked No. 9 among *HispanicBusiness.com's 2013 Best Companies for Diversity*. Each year, *Hispanic Business* magazine analyzes top corporation's efforts on diversity in recruitment and retention, governance, supplier development, and philanthropy.
  - 2013 marks Comcast's 9th consecutive year on *Hispanic Business's* Top 60 list (Comcast was also ranked 9th in 2012, moving up from 37th in 2011, and 38th in 2010).
- For the second year in a row, Comcast was named among *Asian Enterprise Magazine's Fortune 500's Best Companies for Asian Americans and Pacific Islanders*, recognizing Comcast's "invaluable contribution to the Asian American and Pacific Islander community." (August 2012)

### Governance

- Comcast received a score of 85 on the Hispanic Association of Corporate Responsibility's (HACR) 2013 Corporate Inclusion Index (CII). The HACR CII, a component of HACR's Corporate Accountability Strategy, takes a comprehensive measurement of Hispanic inclusion at *Fortune 100* and HACR corporate member companies by focusing on HACR's four pillars of corporate social responsibility and market reciprocity: Employment, Procurement, Philanthropy, and Governance.
  - Comcast earned a score of 75 on the 2012 CII, 60 points on the 2011 CII, and 50 points on HACR's 2010 CII.
- Comcast and NBCUniversal's Diversity Councils are ranked *3rd* among the *2013 Top 25 Diversity Councils by the Association of Diversity Councils* (a practice group of the diversity and inclusion training firm PRISM International, Inc.).
  - 2013 is the fifth consecutive year that Comcast has made the *Top 25* list.

- In 2010, Comcast was ranked #13; in 2011, Comcast was #8; in 2012, Comcast and NBCUniversal's Diversity Councils were ranked #5.
- In May 2012, the *Equality Forum* honored NBCUniversal with its *International Business Leadership Award*.
- Comcast received a *Corporate Impact Award* at the California Asian & Pacific Islander Policy Summit, *iADVOCATE*, in April 2012.
- At the National League of Cities' (NLC) Congress of Cities and Exposition in 2012, Comcast officials accepted awards of appreciation from Asian Pacific American Municipal Officials (APAMO), Women in Municipal Government (WIMG), National Black Caucus of Local Elected Officials (NBC-LEO), Hispanic Elected Local Officials (HELO) and the Gay Lesbian Bisexual Transgender Officials (GLBTO).

## Workforce

### All Communities

- *Equal Opportunity* magazine ranked Comcast #22 in among its 2014 "Top 50 Employers." Readers of *Equal Opportunity* select the top companies in the country for which they would most prefer to work or believe would provide a positive working environment for members of minority groups.
- In March 2014, *The Legal Intelligencer* named Comcast's legal team among Pennsylvania's Best In-House Legal Departments of the Year for its commitment to diversity and critical victory in *Comcast v. Behrend*.
- The Legal Department of Comcast Cable Communications was selected to receive the *Minority Corporate Counsel Association's 2013 Employer of Choice Award for the Mid-Atlantic Region*. Comcast was selected from law department applicants of corporations across the Mid-Atlantic for demonstrating a commitment to diversity and creating and maintaining an inclusive workplace.
- Comcast ranked 19th on the *2013 CareerBliss Leap Awards* list. CareerBliss is a leading online career community helping people find joy and success at every step in their careers—in determining the top 50 deserving companies, CareerBliss evaluated more than 250,000 independent company reviews. Common themes amongst all recipients include a company's dedication to employee incentive programs, work-life balance, comprehensive benefits, and career advancement programs.
  - Comcast ranked 26th on the 2011 CareerBliss Leap Awards list.
- Comcast received the Hall of Fame award among extra-large companies in the Philadelphia Business Journal's list of "Best Places to Work." (2013)
- The National Business Group on Health honored Comcast as the Special Recognition Winner for Best Family Engagement in the Best Employers for Healthy Lifestyles 2013 Awards.
- Comcast was named one of the *2012 Best Adoption-Friendly Workplaces* by the Dave Thomas Foundation for Adoption. The list recognizes the top 100 companies with the best adoption benefits available to their employees. Comcast tied for #3 with Verizon Communications in the Communications and Telecommunications category.
- In 2012, for the seventh year in a row, Comcast ranked among *CableFAX: The Magazine's "Top Places to Work in Cable."*

- Numerous executives from across the Comcast-NBCUniversal family of businesses were featured among CableFAX's "*Most Influential Minorities in Cable*" in 2011.
- In late May 2012, *Forbes* magazine ran a story on "best internships" for 2012 and ranked NBCUniversal in the top 20.
- Comcast placed 9th out of 50 among *Diversity MBA Magazine's "Top 50 Companies for Diverse Managers to Work."* (April 2010)
- In 2010, Comcast earned second place in the Philadelphia Business Journal's "Best Places to Work" Survey.

#### **African American**

- Comcast received the *National Association of Black Accountants' (NABA) 2012 Workforce Diversity Award.*
- Comcast received the "*Outstanding Achievement in Workforce Initiatives*" honor from the *Philadelphia Association of Black Accountants* in 2012.
- Comcast was recognized as the *2011 National Black MBA Association, Inc.'s Corporate Partner of the Year.*
- NBCUniversal won the *2010 National Association of Black Journalists Best Practices Award*, given annually to a news organization for extraordinary coverage of issues of great importance to the black community and for efforts in increasing diversity among newsroom staff and management.

#### **Asian**

- Comcast received the *Asian American Justice Center's 2011 Bridge Builder Award.* (October 2011)
- Craig Robinson, NBCUniversal's EVP and Chief Diversity Officer, was honored by the *Japanese American Citizens League (JACL)* in September 2012 with its *Salute to Champions Award.* Comcast received the JACL's Salute to Champions Award in September 2011.
- *Hmong American Partnership* featured Comcast as its "*Partner of the Month.*" (August 2011)
- Comcast Cable received the *APIsCAN Corporate Vision and Leadership Award from the Asian Pacific Islanders California Action Network.* (July 2011)

#### **Hispanic**

- In its Fall 2013 issue, *Latino Magazine* recognized Comcast among the LatinoSTEM10 as a top 15 company actively encouraging Latinos to enter STEM (science, technology, engineering and mathematics) careers.
- In its Spring 2013 issue, *Latino Magazine* recognized Comcast-NBCUniversal among its first-ever LATINO 100, a listing of the top 100 companies providing the most opportunities for Latinos.
- Comcast was selected as one of the *Top 12 companies in the 2013 LATINA Style 50 Report.*
- Comcast was selected as the *Company of the Year (#1)* for the *2012 LATINA Style 50 Best Companies for Latinas to Work.* (July 2012)
  - 2012 marked the sixth consecutive year Comcast has been ranked among *LATINA Style Magazine's 50 Best Companies for Latinas to Work.*

- Comcast ranked 45th on LATINA Style's 2011 list. In 2010, Comcast ranked 46th.

#### Women

- Women in Cable Telecommunications (WICT) ranked Comcast (and Cox Communications) first among Best Operators for Women in Cable; and NBCUniversal ranked first among Best Programmers for Women in Cable in *WICT PAR's 2013 Best Companies for Women in Cable Telecommunications* survey.
- Comcast ranked third among operators and NBCUniversal ranked first among programmers in *WICT PAR's 2011 Best Companies for Women in Telecommunications* Survey.
- Comcast was named "**Regional Corporation of the Year**" by the Woman's Business Enterprise Council of PA NJ DE. (May 2010)

#### Veteran

- In November 2013, *G.I. Jobs* and *Military Spouse* magazines ranked Comcast-NBCUniversal No. 76 among the Top 100 Military Friendly Employers for 2014. Companies compete for this elite title through a data-driven survey, with criteria scoring key programs and policies such as the strength of company military recruiting efforts, percentage of new hires with prior military service, and retention programs.
- Due to an unprecedented number of participants in its annual survey, *G.I. Jobs*, for the first time, awarded a new "Military Friendly Employers®" designation in 2012, recognizing employers that offer tremendous benefits for military personnel but fall outside of *G.I. Jobs'* Top 100 list. Comcast was named among this elite group of *Military Friendly Employers®* in *G.I. Jobs* magazine's January 2013 issue, having qualified for this designation based on our survey score, which meets *G.I. Jobs'* stringent criteria and exceeds an established baseline.
  - Comcast was listed among *G.I. Jobs'* 2011 Top 100 Military Friendly Employers (at 87th); Comcast also ranked No. 87 on the 2010 *G.I. Jobs'* Top 100 list.
- Comcast/NBCUniversal was named one of *U.S. Veterans Magazine's* "**2012 Best of the Best: Top 100 Companies Recruiting Veterans.**" *U.S. Veterans Magazine's* "Best of the Best" lists are compiled from market research, independent research, confidential employee interviews, and responses to surveys conducted by DiversityComm representatives and/or its affiliates. This objective review evaluates the nation's top employers, providing a valuable resource for job seekers, business owners, veterans, consumers, senior management, business associations, employment agencies, and consumer groups.
- In November 2012, the U.S. Chamber of Commerce and its National Chamber Foundation announced Comcast and NBCUniversal among its *2nd Annual Lee Anderson Hiring Our Heroes Award Winners*, honoring employers that have gone above and beyond to honor the sacrifices made by our nation's military families. Specifically, Comcast and NBCUniversal received the Lee Anderson Veteran and Military Spouse Employment Award, which recognizes Comcast and NBCUniversal's proven dedication in addressing the challenges faced by veterans, transitioning service members, and military families in their search for meaningful employment.

#### LGBT

- For the second year in a row, Comcast-NBCUniversal earned a 100% score on the Human Rights Campaign's (HRC) 2014 Corporate Equality Index (CEI), and was recognized among *HRC's* "**Best Places to Work**" list. HRC's CEI rates large U.S. employers and their policies and procedures pertinent to LGBT employees.

- Comcast scored 80 points out of 100 on HRC's 2012 CEI, 95 out of 100 on HRC's 2011 CEI, and 90 out of 100 on HRC's 2010 CEI.
- For the second year in a row in 2012, NBCUniversal was selected as one of *Work Life Matters magazine's Top Companies for LGBT Equality*, honoring the trailblazing company's work for LGBT equality, both within and outside the company. (June 2011 and November 2012)

#### **People with Disabilities**

- Comcast was listed No. 27 among *Careers & the disABLED Magazine's Readers' Choice Top 50 Employers for 2014*. The Readers' Choice Awards include public and private sector employers for which the publication's readers would most like to work or that they believe would provide a progressive environment for people with disabilities.
  - Comcast ranked No. 9 on the 2013 list and No. 41 on the 2012 list.
- Universal Orlando won a *2012 Exceptional Employer Award from the State of Florida's Agency for Persons with Disabilities*. Lighthouse Central Florida nominated Universal Orlando for its work with them on providing employment opportunities for persons with disabilities.
- NBCUniversal won the *Disability Rights Legal Center's Corporate Diversity Award*. (November 2011)

#### **Procurement**

- 2012 marked the sixth consecutive year in which Comcast was named among NaVOBA's *10 Best U.S. Corporations for Veteran-Owned Businesses*.
- DiversityBusiness.com ranked Comcast-NBCUniversal 27th among its *Top 50 Organizations for Multicultural Business Opportunities (Div50)* for 2014. The Div50 award recognizes commitment to diversity throughout the nation's multicultural business community and commitment to growing this economic sector. The award is based on factors such as volume, consistency, and quality of business initiatives a company grants to multicultural suppliers. 2014 marked our ninth consecutive year on the list.
- In December 2013, the *PA-NJ-DE Minority Supplier Development Council (MSDC)* recognized Comcast as *National Corporation of the Year* based on the company's supplier diversity policies, contracting activity, MBE development, leadership, and engagement. The PA-NJ-DE MSDC is one of 37 regional councils of the National Minority Supplier Development Council, which certifies minority-owned businesses and creates access to opportunities for them.
- In September 2013, Comcast-NBCUniversal was honored among United States Hispanic Chamber of Commerce's (USHCC)'s Million Dollar Club (\$100M-\$250M category), which recognizes corporations and procurement executives who actively demonstrate an unwavering commitment to Hispanic Business Enterprises (HBEs) through their work with Hispanic suppliers.
- In September 2013, the *National Association for Multi-ethnicity in Communications (NAMIC)* announced the winners of its 2013 *Excellence in Multi-cultural Marketing Awards (EMMAs)*. Comcast garnered five first place wins to lead the Cable Distributors division. Additionally, Telemundo Media, including mun2, garnered three first place wins, and International Media Distribution earned two first place awards.
- In August 2012, NAMIC awarded Comcast and NBCUniversal multiple *EMMAs*. Presented in conjunction with the Annual NAMIC Conference, the awards competition showcases marketing efforts designed to acquire and retain culturally diverse customers including African American,

- Asian, Hispanic, and other market segments. The EMMA competition recognizes the cable industry's commitment to facilitating best practices, while developing creative, strategic, and innovative approaches to ethnic-targeted marketing.
- Cable Distributors Division – Marketing Tactics – Direct Mail
    - First Place Entry Title: Filipino Movies TOD Summer Entertainment; Company: Comcast; Agency: International Media Distribution.
    - Third Place Entry Title: XFINITY Carefree Minutes Worldwide300 DM; Company: Comcast; Agency: Améredia Inc.
  - Cable Distributors Division – Marketing Tactics – Grassroots
    - First Place Entry Title: Comcast Experience Store Launch; Company: Comcast
  - Cable Distributors Division – Marketing Tactics – Print
    - First Place (Tie) Entry Title: Chinese Authorized Dealer Experience; Company: Comcast; Agency: Améredia Inc.
  - Cable Distributors Division – Marketing Tactics – All Other Media
    - First Place Entry Title: Comcast-Multilingual-OnScreen Guide; Company: Comcast; Agency: Améredia Inc.
  - Networks/Industry Suppliers Division – Case Studies/Campaigns
    - Third Place (Tie) Entry Title: STAR India GOLD Comcast GPW Campaign; Company: International Media Distribution; Agency: MCWM Group
    - Third Place (Tie) Entry Title: Chase “Y Vuelvo a Ti”; Company: Telemundo Media; Agency: Zubi Advertising
  - Networks/Industry Suppliers Division – Marketing Tactics – Direct Mail
    - Second Place Entry Title: TV JAPAN Cherry Blossom 2012; Company: International Media Distribution; Agency: Améredia Inc.
  - Networks/Industry Suppliers Division – Marketing Tactics – Diversity Awareness
    - First Place Entry Title: Lunar New Year Video Greeting; Company: International Media Distribution
    - Second Place Entry Title: Black and Latino; Company: mun2-NBCUniversal
  - Networks/Industry Suppliers Division – Marketing Tactics – Premium
    - First Place Entry Title: IMD 2012 Q4 Holiday Gifts; Company: International Media Distribution; Agency: DesignRacy
  - Networks/Industry Suppliers Division – Marketing Tactics – Print
    - First Place Entry Title: “A little piece of home” TFC 3Q GWP; Company: International Media Distribution
    - Second Place Entry Title: Cox San Diego Asian Film Festival; Company: International Media Distribution
  - Comcast was named one the *Best Companies for Asian American and Pacific Islanders* in 2012 by *Asian Enterprise* magazine, which recognized Comcast's “unwavering and continued commitment to the small business community” and “invaluable contribution to the Asian American and Pacific Islander community.”

- The *Rocky Mountain Minority Supplier Development Council* named Comcast its *Corporate Partner of the Year* in July 2012.
- Comcast was ranked #1 among the “*Top 50 Green Fleets*” in 2012 by *Fleet Central Magazine*, thanks in part to Comcast’s effective outsourcing relationship with Burt Fleet. Burt Fleet, an MSDC-certified supplier, has provided in excess of 20,000 vehicles to Comcast across our service footprint, making Comcast the 4th largest fleet in the U.S., and aiding Comcast’s commitment to lowering our carbon footprint by purchasing flex-fuel and hybrid vehicles.
- NBCUniversal was named *2012 Corporation of the Year* by the Greater Los Angeles African American Chamber of Commerce (GLAAACC).
- Comcast was recognized as the *National Black Chamber of Commerce’s Corporate Partner of the Year*. (August 2011)
- In 2011, Comcast’s “excellent supplier-diversity program” was recognized by *DiversityInc* in its *25 Noteworthy Companies* listing. (May 2011)
- Comcast, in collaboration with GRM Marketing, won first place in the Tactics Category for Experimental Marketing of NAMIC’s 2011 *Excellence in Multicultural Marketing Awards* (EMMAs) for La Academia de Comcast. (October 2011)
- The Hispanic Chamber of Commerce in Philadelphia recognized Comcast as the 2010 “*Corporate Advocate of the Year.*”

#### Programming

- The National Hispanic Media Coalition (NHMC) honored Comcast for its Outstanding Diversity Practices during NHMC’s 17th Annual Impact Awards Gala in February 2014. The Impact Awards Gala celebrates the artistic achievement of American Latino artists shows work is so creative and outstanding that it must be recognized. NHMC also honors those individuals or entities whose achievements have greatly benefited the welfare of the Latino community in front of and behind the camera.
- Comcast-NBCUniversal was awarded the *2014 Multicultural TV Front Runner Award* for the company’s commitment and efforts to support multicultural communities -- in particular, for noteworthy efforts like *His Dream, Our Stories*, the interactive and comprehensive multimedia package we unveiled to honor the 50th anniversary of the March on Washington for Jobs and Freedom.
- *25th Annual GLAAD Media Awards*. In 2014, sixteen Comcast-NBCUniversal productions were nominated for GLAAD Media Awards, which recognize and honor media for their fair, accurate, and inclusive representations of the LGBT community and the issues that affect their lives.
  - Dallas Buyers Club (Focus Features) – Outstanding Film
  - “There’s the Door” Necessary Roughness (USA Network) – Outstanding Individual Episode
  - Days of Our Lives (NBC) – Outstanding Daily Drama
  - “Gay Rights at Work” MSNBC Live (MSNBC) – Outstanding TV Journalism Segment
  - “Pride & Prejudice” Melissa Harris-Perry (MSNBC) – Outstanding TV Journalism Segment
  - “Scouts Dishonor” The Last Word with Lawrence O’Donnell (MSNBC) – Outstanding TV Journalism Segment

- “Wild Blue Yonder: Scott Hines” The Rachel Maddow Show (MSNBC) – Outstanding TV Journalism Segment
- “Entregando a mi nieta” Caso Cerrado (Telemundo) – Outstanding Daytime Talk Show Episode [Spanish Language]
- “Exclusivas Declaraciones” Al Rojo Vivo (Telemundo) – Outstanding Daytime Talk Show Episode [Spanish Language]
- “Matrimonios del mismo sexo: Entrevista con Daniel Zavala y Yohandel Ruiz” Un Nuevo Día (Telemundo) – Outstanding Daytime Talk Show Episode [Spanish Language]
- “Decisión Histórica” Noticiero Telemundo (Telemundo) – Outstanding TV Journalism Segment [Spanish Language]
- “Hasta que la corte nos una” Noticias Telemundo 51 (WSCV-51 [Miami, Fla.]) – Outstanding Local TV Journalism [Spanish Language]
- “Natalia: rompiendo barreras” Noticiero Telemundo Arizona (KTAZ-39 [Phoenix, Ariz.]) – Outstanding Local TV Journalism [Spanish Language]
- “Reportaje Especial: Derechos Homosexuales” Noticiero Telemundo Washington (WZDC-25 [Washington, D.C.]) – Outstanding Local TV Journalism [Spanish Language]
- Brooklyn Nine-Nine (Universal Television) – Outstanding Comedy Series category
- “Fred Rosser” The Ellen DeGeneres Show (syndicated/airs on NBC’s 10 Owned Stations) – Outstanding Talk Show Episode
- In July 2013, NAMIC announced winners of its 19th Annual Vision Awards. Presented in partnership with **NAMIC - Southern California**, the awards recognize original, multi-platform television programming that depicts the lives, spirit and contributions of people of color and best reflects the diversity of the global viewing audience. This year’s winners include:
  - COMEDY: The Rickey Smiley Show (TV One)
  - DIGITAL MEDIA – LONGFORM: Black and Latino (mun2)
  - DIGITAL MEDIA – SHORT FORM: The Secret of Chancla (mun2)
  - REALITY (UNSCRIPTED): Tia and Tamera (Style Network)
  - REALITY (SOCIAL SERIES): Save My Son (TV One)
- **24th Annual GLAAD Media Awards (2013)**. Eighteen NBCUniversal productions were nominated for the 2013 GLAAD Media Awards.
  - In March 2013, NBC’s “Smash” took home the award for Outstanding Drama Series. Titulares Telemundo was honored for Outstanding Talk Show interview, “Entrevista con Orlando Cruz.” The GLAAD Media Awards recognize and honor media for their fair, accurate, and inclusive representations of the lesbian, gay, bisexual and transgender community and the issues that affect their lives. They also fund GLAAD’s work to amplify stories from the LGBT community that build support for equality. NBCUniversal was nominated for 20 awards this year, the most of any media company.
  - In April 2013, GLAAD announced the recipients of several Media Awards, including NBC’s “The New Normal” for Outstanding Comedy Series and NBC’s “Days of Our Lives” as Outstanding Daily Drama.