

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE TO/A**

**(Rule 14d-100)**

**Tender Offer Statement Under Section 14(d)(1) or Section 13(e)(1) of  
the Securities Exchange Act of 1934  
(AMENDMENT NO. 1)**

**LAUNCH MEDIA, INC.**

(Name of Subject Company)

**JEWEL ACQUISITION CORPORATION**

a wholly owned subsidiary of Yahoo! Inc.

and

**YAHOO! INC.**

(Names of Filing Persons (Offerors))

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**COMMON STOCK, PAR VALUE \$0.001 PER SHARE**

(Title of Class of Securities)

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**518567 10 2**

(CUSIP Number of Class of Securities)

**Susan L. Decker**

**Senior Vice President, Finance and Administration and Chief Financial Officer  
Yahoo! Inc.**

**701 First Avenue**

**Sunnyvale, California 94089**

**Telephone: (408) 349-3300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices  
and Communications on Behalf of Filing Persons)

**Copies to:**

**Michael J. Callahan  
Deputy General Counsel  
Yahoo! Inc.  
701 First Avenue  
Sunnyvale, California 94089  
Telephone: (408) 349-3300**

**Steven J. Tonsfeldt  
David R. Young  
Kristen D. Kercher  
Venture Law Group  
A Professional Corporation  
2800 Sand Hill Road  
Menlo Park, California 94025  
Telephone: (650) 854-4488**

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**CALCULATION OF FILING FEE**

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Transaction Valuation\*  
\$12,448,573.36

Amount of Filing Fee\*  
\$2,490

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For purposes of calculating amount of filing fee only. This amount assumes the purchase of 13,531,058 shares of common stock of Launch Media, Inc. outstanding as of June 30, 2001 at a purchase price of \$0.92 per share. The amount of the filing fee calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals 1/50 of 1% of the transaction value.

/x/

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$2,490.  
Form or Registration No.: Schedule TO.  
Filing party: Jewel Acquisition Corporation and Yahoo! Inc.  
Date filed: July 12, 2001.

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/ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

/x/ third-party tender offer subject to Rule 14d-1.

/ issuer tender offer subject to Rule 13e-4.

/ going-private transaction subject to Rule 13e-3.

/ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: //

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This Amendment No.1 (the "*Amendment*") amends and supplements the Tender Offer Statement on Schedule TO, filed with the Securities and Exchange Commission (the "*Commission*") on July 12, 2001 by Jewel Acquisition Corporation, a Delaware corporation ("*Purchaser*"), a direct wholly-owned subsidiary of Yahoo! Inc., a Delaware corporation ("*Yahoo!*"). The Schedule TO relates to the offer by Purchaser to purchase all outstanding shares of common stock, par value \$0.001 per share (the "*Shares*"), of Launch Media, Inc., a Delaware corporation (the "*Company*"), at a purchase price of \$0.92 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 12, 2001 and the related Letter of Transmittal (which, together with the Offer to Purchase and any amendments or supplements hereto and thereto, collectively constitute the "*Offer*"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Offer to Purchase or in the Schedule TO.

#### **Item 4. Terms of the Transaction.**

Item 4 of the Schedule TO is hereby amended and supplemented to include the following additional information:

##### **Terms of the Offer**

The fifth paragraph of "Terms of the Offer" on page 9 of the Offer to Purchase is amended by deleting the third sentence in its entirety.

##### **Acceptance for Payment and Payment**

The first paragraph of "Acceptance for Payment" on page 10 of the Offer to Purchase is amended by deleting the third sentence and replacing that sentence with the following:

"The Purchaser expressly reserves the right, in its sole discretion, to delay acceptance for payment of or payment for Shares pending receipt of any applicable governmental regulatory approvals."

##### **Procedure for Tendering Shares**

The first paragraph of "Procedures for Tendering Shares—Appointment" on page 13 of the Offer to Purchase is amended by inserting the following sentences after the first sentence and before the second sentence:

"The Company has never declared a distribution of securities or other rights with respect to the Shares and is prohibited from doing so under the Merger Agreement. However, in the event that this prohibition on distributions is waived, the Purchaser will give the stockholders of the Company any notice required in accordance with Rule 14(e)-1 of the Exchange Act."

##### **Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements**

The first paragraph of "Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements" on pages 21 and 22 of the Offer to Purchase is amended by deleting the second sentence and replacing that sentence with the following:

"Information about the Company was provided by the Company, and neither the Purchaser nor Yahoo! has confirmed the accuracy or completeness of any information regarding meetings or discussions in which Yahoo! or its representatives did not participate."

The second paragraph of "Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements—Stockholders Agreements" on page 35 of the

Offer to Purchase is amended by deleting the last sentence of the paragraph and replacing that sentence with the following:

"Each of the following individuals and entities have executed a Stockholders Agreement: David B. Goldberg, Robert D. Roback, Jeffrey M. Mickeal, Spencer A. McClung, Jr., Thomas C. Hoegh, Richard D. Snyder, Warren Littlefield, James M. Koshland, Avalon Technology, LLC, Goran Enterprises Limited, Digital Ventures Holding Limited, Phoenix Partners and certain affiliates thereof and Softbank Capital Partners and certain affiliates thereof."

#### **Conditions of the Offer**

Paragraph (g) of "Conditions of the Offer" on page 39 of the Offer to Purchase is amended and restated as follows:

"(g) the Purchaser shall have failed to receive a certificate executed by the Company's Chief Executive Officer or President of the Company on behalf of the Company, dated as of the scheduled expiration of the Offer, to the effect that the conditions set forth in paragraphs (d), (e) and (f) above have not occurred;"

The last paragraph of "Conditions of the Offer" on page 40 of the Offer to Purchase is amended and restated as follows:

"The foregoing conditions are for the sole benefit of Yahoo! and the Purchaser, may be asserted by Yahoo! and the Purchaser regardless of the circumstances giving rise to such condition, and may be waived by Yahoo! or the Purchaser in whole or in part and in the sole discretion of Yahoo! or the Purchaser, subject in each case to the terms of this Agreement. The failure of Yahoo! or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and, each such right shall be deemed an ongoing right which may be asserted at any time and from time to time. All of the foregoing conditions to the Offer, other than those dependant upon receipt of any necessary government approvals, must be either satisfied or waived on or prior to the expiration of the offer."

#### **Item 5. Past Contacts, Transactions, Negotiations and Agreements.**

Item 5 of the Schedule TO is hereby amended and supplemented to include the following additional information:

##### **Certain Information Concerning Yahoo! and the Purchaser**

The sixth paragraph of "Certain Information Concerning Yahoo! and the Purchaser" on page 20 of the Offer to Purchase is amended and restated as follows:

"Yahoo! and the Company entered into a Loan and Security Agreement dated as of May 25, 2001 (as amended from time to time, the "*Yahoo! Loan Agreement*"), pursuant to which Yahoo! agreed to make available to the Company up to \$3,000,000 upon the terms and subject to the conditions set forth in the Yahoo! Loan Agreement. On May 25, 2001, the Company borrowed \$2,000,000 under the Yahoo! Loan Agreement pursuant to a Secured Promissory Note. On June 27, 2001, Yahoo! and the Company entered into a First Amendment to Loan and Security Agreement, pursuant to which Yahoo! agreed to make available to the Company an additional \$2,000,000 for a secured loan in an aggregate principal amount of \$5,000,000 upon the terms and subject to the conditions set forth in the Yahoo! Loan Agreement. On June 28, 2001, the Company borrowed an additional \$1,200,000 under the Yahoo! Loan Agreement pursuant to a Secured Promissory Note, on July 2, 2001, the Company borrowed an additional \$1,000,000 pursuant to a Secured Promissory Note and on July 31, 2001, the Company borrowed an additional \$550,000 pursuant to a Secured Promissory Note. Amounts advanced by Yahoo! to the Company pursuant to the terms of the Yahoo! Loan Agreement bear interest at a rate of 10% per annum and are due and payable upon

the earlier of (i) December 31, 2001, (ii) an event of default under the Yahoo! Loan Agreement, (iii) 90 days following the termination of the Merger Agreement, or (iv) in certain circumstances, immediately upon the termination of the Merger Agreement. Pursuant to the Yahoo! Loan Agreement, the Company granted to Yahoo! a security interest in certain of its assets and intellectual property. In connection with the Yahoo! Loan Agreement, Yahoo! and the Company also entered into an Intellectual Property Security Agreement dated May 25, 2001."

##### **Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements**

The second paragraph of "Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements—Background of the Offer" on page 22 of the Offer to Purchase is amended and restated as follows:

"In the spring of 2000, Yahoo! and the Company had some preliminary discussions regarding a possible acquisition of the Company. In connection with these discussions, on April 27, 2000, Yahoo! and the Company entered into the Confidentiality Agreement pursuant to which the parties agreed to keep confidential any information received in the course of conducting due diligence investigations and negotiating a proposed transaction. However, due to the parties' inability to reach an agreement on the valuation of the Company's business, these discussions were terminated by mutual agreement prior to the time any definitive proposals regarding a possible transaction were made."

The third paragraph of "Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements—Background of the Offer" on page 22 of the Offer to Purchase is amended and restated as follows:

"In March 2001, Yahoo! reviewed the potential merits of renewing discussions with the Company with respect to a possible strategic relationship in light of the changed valuation of the Company, the strength of the Company's assets and business and Yahoo!'s continued strategic focus on the music space. As a result of this review, on March 22, 2001, David Mandelbrot, Vice President, Entertainment of Yahoo!, had a telephone conversation with David Goldberg, Chairman and Chief Executive Officer of the Company, to discuss the merits of a possible strategic relationship between Yahoo! and the Company."

The twenty-first paragraph of "Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements—Background of the Offer" on page 24 of the Offer to Purchase is amended and restated as follows:



## EXHIBIT INDEX

| Exhibit No. | Exhibit Name  |
|-------------|---|
| (a)(1)(A)*  | Offer to Purchase, dated July 12, 2001.   |
| (a)(1)(B)*  | Form of Letter of Transmittal.  |
| (a)(1)(C)*  | Form of Notice of Guaranteed Delivery.  |
| (a)(1)(D)*  | Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.   |
| (a)(1)(E)*  | Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.  |
| (a)(1)(F)*  | Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.  |
| (a)(5)*     | Summary Advertisement as published in the Wall Street Journal on July 12, 2001.   |
| (d)(1)*     | Agreement and Plan of Merger dated as of June 27, 2001 among the Company, Yahoo! and the Purchaser. (incorporated by reference to Exhibit 1 to the Schedule 13D filed by Yahoo! with respect to shares of the Company's common stock on July 9, 2001)   |
| (d)(2)*     | Stockholders Agreement dated as of June 27, 2001 among Yahoo!, the Purchaser and certain stockholders of the Company set forth on Schedule 1 to the Stockholders Agreement. (incorporated by reference to Exhibit 2 to the Schedule 13D filed by Yahoo! with respect to shares of the Company's common stock on July 9, 2001) |
| (d)(3)*     | Stockholders Agreement dated as of June 27, 2001 among Yahoo!, the Purchaser and certain stockholders of the Company set forth on Schedule 1 to the Stockholders Agreement. (incorporated by reference to Exhibit 3 to the Schedule 13D filed by Yahoo! with respect to shares of the Company's common stock on July 9, 2001) |
| (d)(4)*     | Employment Agreement dated as of June 27, 2001 between the Company and Robert D. Roback.  |
| (d)(5)*     | Employment Agreement dated as of June 27, 2001 between the Company and David B. Goldberg.   |
| (d)(6)*     | Noncompetition Agreement dated as of June 27, 2001 between Yahoo! and Robert D. Roback.   |
| (d)(7)*     | Noncompetition Agreement dated as of June 27, 2001 between Yahoo! and David B. Goldberg.  |
| (d)(8)*     | Loan and Security Agreement dated as of May 25, 2001 between Yahoo! and the Company.  |
| (d)(9)*     | Intellectual Property Security Agreement dated as of May 25, 2001 between Yahoo! and the Company.   |
| (d)(10)*    | Secured Promissory Note dated May 25, 2001 payable by the Company to Yahoo!.  |
| (d)(11)*    | Secured Promissory Note dated June 28, 2001 payable by the Company to Yahoo!.   |
| (d)(12)*    | Secured Promissory Note dated July 2, 2001 payable by the Company to Yahoo!.  |
| (d)(13)*    | First Amendment to Loan and Security Agreement dated June 27, 2001 between Yahoo! and the Company.  |
| (d)(14)*    | Confidentiality Agreement dated April 27, 2000 between the Company and Yahoo!.  |
| (d)(15)*    | Side Letter to Confidentiality Agreement dated July 2, 2001 between the Company and Yahoo!.   |
| (d)(16)     | Secured Promissory Note date July 31, 2001 payable by the Company to Yahoo!.  |
| *           | Incorporated herein by reference to the Schedule TO filed by Jewel Acquisition Corporation and Yahoo! Inc. on July 12, 2001.  |

### QuickLinks

[Item 4. Terms of the Transaction.](#)

[Item 5. Past Contacts, Transactions, Negotiations and Agreements.](#)

[Item 8. Interests in Securities of the Subject Company.](#)

[Item 12. Exhibits](#)

[SIGNATURE](#)

[EXHIBIT INDEX](#)

**SECURED PROMISSORY NOTE**

**July 31, 2001**  
**Santa Monica, California**

**\$550,000**

FOR VALUE RECEIVED, Launch Media, Inc. (the "*Borrower*"), promises to pay to Yahoo! Inc. ("*Lender*"), or order, at Lender's offices located at 701 First Avenue, Sunnyvale, California 94089 or at such other place as the holder of this Note may designate, the principal sum of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000), together with interest on the unpaid principal balance of this Note from time to time outstanding at the rate of TEN PERCENT (10.0%) per annum until paid in full. The entire amount of outstanding principal, accrued interest and any unpaid fees and expenses shall be immediately due and payable without any notice, demand or any other action by holder on the earlier to occur of: (i) December 31, 2001; (ii) the occurrence of an Event of Default (as defined in the Loan Agreement); (iii) 90 days following the date of this Note in the event that discussions between Borrower and Lender with respect to a possible business combination transaction terminate prior to the execution of an acquisition agreement entered into between Lender and Borrower; (iv) except as provided in clause (v) below, 90 days following the date of termination of any acquisition agreement entered into between Lender and Borrower or (v) immediately upon the termination of any acquisition agreement entered into between Borrower and Lender if and only if such termination results from (x) the acceptance by Borrower's Board of Directors of a third party's acquisition proposal, (y) a change in recommendation by Borrower's Board of Directors regarding the proposed transaction between Borrower and Lender or a failure of the Board of Directors of Borrower to continue to support the proposed transaction, or (z) a breach of the acquisition agreement by Borrower.

Interest on this Note shall be computed on the basis of a year of 360 based upon the actual number of days elapsed. All payments by the Borrower under this Note shall be in immediately available funds.

Borrower may prepay all amounts outstanding under this Note in whole or in part at any time and from time to time without penalty.

This Secured Promissory Note is one of the Notes referred to in, and is executed and delivered pursuant to, that certain Loan and Security Agreement dated May 25, 2001, by and between Borrower and Lender as amended by the First Amendment to Loan and Security Agreement dated as of June 27, 2001 (as the same may from time to time be further amended, modified or supplemented in accordance with its terms, the "*Loan Agreement*"). This Note and all of the obligations hereunder, including any fees, expenses and other obligations, is entitled to the benefit and security of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), to which reference is made for a statement of all of the terms and conditions thereof. Expenses incurred in connection with the Loan Documents shall be added to the principal amount of this Note in accordance with the provisions set forth in Section 9 of the Loan Agreement and shall constitute part of the Obligations secured under the Loan Agreement. All terms used herein and not otherwise defined herein shall have the same definitions as set forth in the Loan Agreement.

This Note, and all accrued and unpaid interest thereon, and any unpaid fees and expenses shall become immediately due and payable without any notice, demand or any other action by holder upon the occurrence at any time of any Event of Default (as defined in the Loan and Security Agreement).

Upon the occurrence of an Event of Default, and in addition to all other rights and remedies of the holder at law or equity arising under this or any other agreement between the parties or otherwise, the holder shall have then, or at any time thereafter, all of the rights and remedies afforded by the Uniform Commercial Code as from time to time in effect in the State of California or afforded by other applicable law.

All payments by the Borrower under this Note shall be made without set-off or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law. The

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Borrower shall pay and save the holder harmless from all liabilities with respect to or resulting from any delay or omission to make any such deduction or withholding required by law.

Whenever any amount is paid under this Note, all or part of the amount paid may be applied to principal or interest in such order and manner as shall be determined by the holder in its discretion.

No reference in this Note to the Loan Agreement or the other Loan Documents or any guaranty shall impair the obligation of the Borrower, which is absolute and unconditional, to pay all amounts under this Note strictly in accordance with the terms of this Note.

The Borrower agrees to pay on demand all costs of collection, including reasonable attorneys' fees, incurred by the holder in enforcing the obligations of the Borrower under this Note.

No delay or omission on the part of the holder in exercising any right under this Note or the Security Agreement shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every indorser or guarantor of this Note regardless of the time, order or place of signing waives presentment, demand, protest and notices of every kind and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable.

Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest under the UCC or any applicable law.

None of the terms or provisions of this Note may be excluded, modified or amended except by a written instrument duly executed on behalf of the holder expressly referring to this Note and setting forth the provision so excluded, modified or amended.

The rights and obligations of Borrower and Lender shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties. Borrower may not assign, transfer or delegate any of its rights, obligations or liabilities hereunder without the prior written consent of the other party.

All rights and obligations hereunder shall be governed by the laws of the State of California and this Note is executed as an instrument under seal.

ATTEST:

LAUNCH MEDIA, INC.

By: /s/ Jeffrey M. Mickeal

By: /s/ Robert D. Roback

Print Name: Jeffrey M. Mickeal

Print Name: Robert D. Roback

Title: Chief Financial Officer

Title: President

QuickLinks

[SECURED PROMISSORY NOTE](#)