

EXHIBIT "A"

Official Release and Rules and the Terms and Conditions

RADIO DISNEY'S N.B.T. (NEXT BIG THING) – TALENT CONTEST

I. NAME OF SPONSOR(S)

Radio Disney Network (Hereinafter referred to as "Sponsor").

II. CONTEST

Radio Disney's N.B.T. (Next Big Thing) Talent Contest ("Contest") will feature five (5) Artists and/or bands ("Artist") over 10 weeks beginning Friday, September 30, 2011, including approximately 2 weeks of promotion periods. All Artists will participate in head to head competition resulting in elimination of single Artists bi-weekly, with final Artist (winner) to be named on or about Friday December 9, 2011 at 7:00 pm ET and will be featured in on-air and online promotional announcements through Thursday December 29, 2011 (the duration of week 13).

III. CONTESTANTS

Five Artists have been pre-selected to compete from physical and/or online music selections by, and submissions to, Sponsor. All Artists must represent and warrant that they have all rights necessary to grant to Sponsor for all music submitted for consideration without any permission from or payment to any other party including any record company or music publishing company that may be entitled to Artist's exclusive recording or songwriting services. Artist may use live accompaniment but may not use pre-recorded tapes as accompaniment.

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Radio Disney, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the contest or supplying the prizes, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to compete. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

IV. CONTEST PROCEDURES

Artists will compete head to head in 4 rounds (on air, online, on Disney Channel and via web enabled mobile phones. During that period Radio Disney listeners will have the opportunity to vote for their favorites via www.RadioDisney.com, www.facebook.com/RadioDisney and via text messaging. Each listener is allowed one registered vote per Artist per day, per voting mechanism. After the end of each round the Artist with the least votes is eliminated from remaining competitions.

The order in which the Artists appear in each competition will be at the sole discretion of the Sponsor, all Artists will be featured approximately equally via Radio Disney on air produced features and other media outlets noted above. Artists and voting participants may listen to Radio Disney and go to www.RadioDisney.com for a regularly updated N.B.T. Artist elimination and status.

Rounds and elimination schedules are as follows:

Elimination Round 1: (5 Artists)

Voting: Sunday, October 16, 2011 7:00pm ET- Monday, October 24, 2011 11:59am ET

Elimination Announcement: Friday, October 28, 2011 6:00pm ET

Elimination Round 2: (4 Artists)

Voting: Friday, October 28, 2011 7:00pm ET- Monday, November 7, 2011 11:59am ET

Elimination Announcement: Friday, November 11, 2011 6:00pm ET

Elimination Round 3: (3 Artists)

Voting: Friday, November 11, 2011 7:00pm ET- Monday, November 21, 2011 11:59am ET

Elimination Announcement: Friday, November 25, 2011 6:00pm PT

Elimination Round 4: (2 Artists)

Voting: Friday, November 25, 2011 7:00pm ET- Monday, December 5, 2011 11:59am ET

Winner Announcement:

Friday, December 9, 2011 6:00pm ET

The winner will be announced on Radio Disney, followed by announcements on www.RadioDisney.com, Disney Channel, the Radio Disney mobile website, and/or other online sites.

V. CONTEST PARTICIPATION

All selected Artists will be required to participate in the following production elements, and as per the following schedule and guidelines:

A. N.B.T. PRODUCTION SCHEDULE:

Each Artist will arrive on Monday, August 15th and depart on Saturday, August 20th:

Travel day (to Los Angeles): Mon, Aug 15th;

Production/shoot day: Tue, Aug 16th;

Production/shoot day: Wed, Aug 17th;

Production/shoot day: Thu, Aug 18th;

Production/D23 concert: Fri, Aug 19th;

Travel day (to Artist original destination): Sat, Aug 20th.

During the 4 days of Production the Artist will be expected to participate as directed in the filming, audio recording, concert performance, and photography of (but not limited to): Artist profile interviews; interviews on Radio Disney; live or mock-recorded performances (track or acoustic); concert performance at D23 Convention and photo shoots.

B. D23 CONCERT APPEARANCE AND PERFORMANCE:

During the D23 Convention the Artist will be expected to participate in the concert event of (but not limited to): Artist 10 minute live concert performance (acoustic or track), Artist press interviews, Artist Radio Disney interviews, 1-hour public Meet & Greet; and photo shoots.

C. PRODUCTION PROVISIONS:

NBT PRODUCTION:

Radio Disney will provide the following per Artist:

Round trip coach airfare for the Artist(s) and their one parent/legal guardian;

\$65 Per Diem for each Artist and their one parent/legal guardian (for all 5 travel and production days);

5 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or one suite for Artists in a band and parents/guardians);

Ground transportation in LA (to/from airport and to/from production locations);

Hair & Make up for film shoots.

D23 EVENT:

Radio Disney will provide the following per Artist:

Round trip coach airfare for the Artist(s) and their one parent/legal guardian;

\$65 Per Diem for each Artist and their one parent/legal guardian (for all 3 travel and production days);

2 nights of one double occupancy standard hotel room per Artist (or 2 standard rooms or suite for Artists in a band and parents/legal guardians);

Ground transportation in LA (to/from airport and to/from performance location).

Artists will be provided with handheld video cameras (one per Artist or band) to take home with them following production. Video cameras do not need to be returned. Each Artist must shoot 30 minutes of fun, appropriate home video ("Video Footage") showcasing their home life and love of music and send Video Footage to Radio Disney Production. Videos do not need to be edited. The Video Footage should not include any third-party copyrighted materials (such as other copyrighted music, video, and/or images) or materials created by third-parties. The Video Footage should not include any visible and/or audible participants other than the Artists in their own homes. Video Footage should be shot/recorded by Artist. Videos must be received by Radio Disney Production by Friday, September 2, 2011. Artists can

continue to record material using the handheld camera throughout the Contest period and forward to Radio Disney Production (not more than 10 minutes every 2 weeks). All Video Footage and content submitted will become the sole property of Sponsor. All Video Footage may or may not be used by at Sponsor's sole discretion, and the amount of Video Footage made available for public viewing (including but not limited to on line, on air, and/or on mobile devices) for each Artist shall have no impact on the winner selection or any other element of the Contest in any way. Sponsor may substitute or supplement with other production video of a featured Artist shot as part of the Contest at Sponsor's sole discretion.

Each Artist is required to provide three (3) outfits to wear during Production/shoot days that fit the following guidelines:

- CASUAL, FUN TEEN OUTFITS
- NO ORANGE (or REDDISH ORANGE)
- BOLD SOLID COLORS PREFERRED
- NO VISIBLE LOGOS WHATSOEVER
- NO CRAZY PRINTS, PATTERNS OR STRIPES
- NO ALL WHITE OR ALL BLACK
- NO RIPS, FRAYS OR HOLES ON JEANS OR ANY PART OF CLOTHING
- NOTHING TOO REVEALING, TIGHT OR LOW CUT
- CLEAN-CUT, ALL AMERICAN YOUTHFUL LOOK
- NO TATTOOS OR PIERCINGS (OTHER THAN FEMALE EAR PIERCINGS)

D. WORKING HOURS AND PERMITS:

Minors 9 to 16 years of age may work up to 7 hours on non-school days (and may be at the place of employment for no more than 9½ hours, including meal and rest periods); must have a parent/guardian within sight or sound at all times; and require the presence of a studio teacher (regardless of whether school is in session).

16- and 17-year-olds may work up to 8 hours on non-school days (and may be at the place of employment for up to 10½ hours); do not require the presence of a parent/guardian (although common sense should dictate whether it should be required by the company for any particular engagement); and do not require a studio teacher during non-school time.

All Artists must show proof of a California Entertainment Work Permit. Applications are free and will be supplied by Sponsor. Artist and parent/guardian must complete and process application and provide approved Permit one week in advance of first Production/shoot day of August 1, 2011.

E. APPEARANCE AND MUSIC APPROVALS:

Artists agree that during the Contest and potentially during any option period following the end of the Contest, they will not appear on and/or authorize the appearance of their music on other media platforms (including but not limited to films, television, cable, radio, internet, or companies) not approved of in advance by Sponsor.

VI. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

The Artist receiving the least votes in each round of competition will be eliminated from future rounds and will be notified via email and phone prior to the beginning of future rounds.

Response to winner notification must be received by Sponsor within 24 hours or the prizes will be forfeited and will be awarded to a runner-up. Winner will be contacted on or about December 7, 2011.

In the event winner is deemed ineligible or fails to comply with Contest procedures, then the prizes will be awarded to a runner-up.

VII. HOW TO VOTE FOR ARTISTS

NO PURCHASE NECESSARY.

Listeners may vote once per day, per Artist, per voting mechanism in each elimination round via RadioDisney.com, Facebook.com/RadioDisney, and text messaging.

VOTE VIA RADIODISNEY.COM Participant listeners may look at Artist photos, watch Artist videos, listen to Artist interviews, listen to featured song selections and vote for each Artist via their computer at www.RadioDisney.com.

VOTE VIA FACEBOOK.COM/RADIODISNEY During each elimination round participant listeners can vote for each Artist via their computer at www.facebook.com/RadioDisney.

VOTE VIA TEXT MESSAGING During each elimination round participant listeners can text their vote to 347639. Data is gathered and added to the data collected online to determine Artist elimination. Text messaging may not be available in all areas.

KIDS AND PARENTS PLEASE NOTE: Standard carrier-messaging and data fees may apply to each text message sent and received. Kids ask your parents' permission before texting. There are no premium charges attached to these texts.

Sponsor is not responsible for failed, partial or garbled computer, phone and/or text transmissions, or for technical failures of any kind, including but not limited to votes that are not processed and electronic malfunction or damage of any telephone/cable network or lines, online systems, servers, providers, network, hardware or software. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of votes; or failure of any e-mail or electronic votes to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to any computer related to or resulting from participation in or downloading any materials from this contest.

Mass votes or voting generated by a script, macro or use of automated devices ("Mass Ratings") will be disqualified. Sponsor reserves the right to modify, suspend or cancel the contest in the event: the contest becomes infected by a computer virus or is otherwise technically impaired; and/or tampering, unauthorized intervention, fraud, technical failures, Mass Ratings or other causes corrupt the administration, security, fairness, integrity or proper play of the contest. If modified, suspended, or canceled, Sponsor reserves the right at its sole discretion to determine the winner using all non-suspect, eligible votes received up to the time of modification/suspension/cancellation using the judging procedure outlined above. Sponsor reserves the right at its sole discretion to disqualify any individual and/or void all associated votes it finds to be: tampering with the votes process or the operation of this contest or web site; intending to annoy, abuse, threaten or harass any Artist, Sponsor or any of its representatives; or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt to deliberately damage any web site or undermine the legitimate operations of the contest is potentially a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other such remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify the rating mechanism, method and/or processes during the Contest to account for technical and production issues and to improve the user experience (including, without limitation, by adding to or eliminating a method of submitting votes and/or ratings). Any such changes will be noted in a revision to the Rules and online.

VIII. N.B.T. PRIZE

The winning Artist ("Winner") is entitled to receive the Grand Prize, which is an opportunity to perform at a Sponsor concert event within six months of winner announcements (all Artist travel, accommodations, backline, stage and sound expenses to be covered by sponsor and travel/accommodations to include one parent or legal guardian per minor) and to release a single Sound Recording, as selected by Sponsor/Sponsor Affiliate, through a Sponsor Affiliate label company (the "Grand Prize") subject to the Winner signing Sponsor Affiliate label company's standard Artist agreement ("Artist Agreement") and any other documentation required by such label company, and subject to the Artist's fulfillment of all additional prize requirements as specified in the Rules. Approximate retail value ("ARV"): \$5,000, which

will vary depending upon point of departure and seasonal fluctuation of hotel rates and airfares. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Prize is not redeemable for cash or transferable.

All Artists will receive the following Artist Prizes: Ground transportation to and from airport in Los Angeles, ground transportation to and from production locations in Los Angeles; 4 nights hotel accommodation in Los Angeles (standard room, double occupancy for solo Artist and parent/guardian; 2 standard rooms or one suite for Artists in a band and parents/guardians); round-trip coach class airfare to Los Angeles for each Artist and one (1) parent/guardian; daily Per Diem for each Artist and one (1) parent/guardian of \$65.00 each; and one (1) hand-held consumer grade digital video camera (approximate retail value \$200.00) (per Artist or band). The total approximate retail value of Artist Prizes, per solo Artist is \$3,000. Approximate retail value of Artist Prizes for Artists in a band may vary.

Artist understands that (i) the failure to enter into an Artist Agreement and to fully satisfy the remaining requirements as specified in the Rules on a timely basis shall result in disqualification and forfeiture of the prizes, (ii) the prizes are not transferable or exchangeable and may not be redeemed for cash, except as specified in the Rules, (iii) Artist is solely responsible for any and all federal, state and local taxes that may be due on the prizes and that Artist will receive a 1099 tax form reflecting the actual retail value of any prize valued at \$600 or more, (iv) Prize travel and/or accommodations must occur on or within any specified travel dates described in the Rules or the prizes shall be forfeited in its entirety, and (v) Parent or guardian guest(s) and Artist must travel on the same itinerary or the prizes shall be forfeited in its entirety. To claim prize Artist and/or Artist's parent or guardian must: (a) provide proof of Artist's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; all within the time period(s) specified by Sponsor.

Sponsor is not responsible for circumstances that make it impractical or impossible to fulfill the Grand Prize concert event and/or sound recording release element of the Grand Prize. These elements of the Grand Prize and the production/shoot elements (including but not limited to: Artist interviews; performances; and photo shoots) of the Artist Prizes have no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the prizes.

All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply.

IX. RELEASES

By participating, voting participants and Artists agree to be bound by these Official Rules and the decisions of the Sponsor and the contest administrator, which shall be final in all respects.

By participating in this contest and/or accepting any prize that they may win, Artists agree to release Radio Disney, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this contest and/or acceptance or use of the prize.

Artists authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and materials submitted by Artists in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

Artists may be booked for pay and in compliance with all Radio Disney policies and state/federal laws for local performances by Sponsor during the Sweepstakes time period. However, it is understood that such bookings will have no impact on the winner selection or any element of the Contest in any way.

X. ARTIST GOOD FAITH INTENTIONS

Sponsor requires all participants and Artists to act in good faith in all matters relating to the Contest and other Artists. To that extent any participant or Artist acts in a manner that disparages or damages the Contest or another Artist's activity in the Contest, via press, broadcast, online or any other means, including but not limited to deliberately encouraging others to give an Artist participant a low rating; employing or encouraging others to employ Mass Voting mechanisms; or in any way interfering with the planned Contest and voting procedures, is cause for disqualification from the Contest and/or the ability to rate Artists. This determination shall be made solely at the discretion of Sponsor.

All Artists acknowledge and agree to work in conjunction with Sponsor on any and all marketing, promotional or press relating to the NBT program and/or Contest both during the Contest and for a period of six months following the end of the Contest, as permitted by law. Participants agree they will not conduct, participate or sanction any press interviews or other press activities related to NBT or the Contest without the advance consent of Sponsor.

During the Contest and for a period of six months following the end of the Contest all Artists agree to work in conjunction with Sponsor regarding any and all materials posted on their web pages, social networking sites or any related Artist pages and Sponsor reserves the right to approve or reject, in Sponsor's sole discretion, any materials deemed not appropriate or that may somehow potentially skew the Contest outcome.

XI. SUBMITTED MATERIALS

By submitting their contest materials, including but not limited to music, recordings, photographs, Videos and/or biographical information ("Materials"), Artist certifies that the Materials are original and created by the Artist, that Artists have the necessary rights, permission and authority to submit the Materials, that no third-parties have a valid claim or interest in the Materials, and, if applicable, that Artist maintain a valid copyright in the Materials.

Details, representations and obligations regarding Artist's rights to the Materials, as well as Artist agreements regarding option rights as a condition of entry, are described in further detail in the agreement all Artists must sign in advance of participating in the contest ("Contest Agreement"). Artist's representations and obligations in the Contest Agreement and these Official Rules are cumulative and the Contest Agreement terms are incorporated as part of these Official Rules by reference herein.

Artists acknowledge that such materials may be included and/or discussed in a broadcast, that such discussion may include statements or opinions by the broadcast talent or others about the Artists, the Artists' appearances and/or the materials, and that those statements and opinions may be considered surprising, embarrassing or otherwise offensive or injurious to them and/or other third parties. Artists release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions made during a broadcast.

XII. MISCELLANEOUS; WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

XIII. WINNER ANNOUNCEMENT

Contest winner will be announced on Radio Disney on or about Friday, December 9, 2011 7 pm ET. The winner will be featured in on-air and online promotional announcements through Thursday, December 29, 2011 (the duration of week 13). Further announcements will be placed on www.RadioDisney.com, Radio Disney Mobile website and/or other online sites, following on-air announcement. Winner will be

posted online at www.RadioDisney.com for 60 days after Contest end date.