

DIGIORNO 200 CALORIE PORTIONS EAT SMART, WIN BIG PROMOTION

1. INTRODUCTION:

zcomm and Triton Radio Networks (“Sponsors”) are offering the DIGIORNO Eat Smart, Win Big Giveaway (“Sweepstakes”) presented by DiGiorno 200 Calorie Portions. NO PURCHASE OR OBLIGATION IS NECESSARY. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Sweepstakes Rules and the decisions of Dial Global (“Sweepstakes Administrator”) and Sponsors, whose decisions shall be final and binding. VOID WHERE PROHIBITED.

2. ELIGIBILITY:

This Sweepstakes is open only to individuals who are 18 years of age or older and legal residents of the contiguous United States at the time of entry. Individuals who have already won/qualified from the Sponsors in any promo twice in the last 90 days are NOT eligible to qualify/win. Employees of Dial Global, zcomm, Kraft Foods and their respective parents, subsidiaries and affiliates and each of their officers, directors, shareholders, employees, advisors, accountants, attorneys, assignees, agents, licensees, representatives and any other person or entity associated with this Sweepstakes, including their advertising and promotional agencies, (collectively, “Sweepstakes Entities”), and their immediate family members (defined as parent, spouse, child, siblings and grandparents) are NOT eligible. By entering this Sweepstakes, entrants agree to waive any and all claims against Sweepstakes Entities for personal injury, damage or loss of any kind which may result from participation in the Sweepstakes or from the receipt, enjoyment, ownership or use of any prize.

3. HOW TO ENTER:

The Sweepstakes begins at 12:00:00 a.m. EDT on January 25, 2010 and ends at 11:59:59 pm EDT on February 7, 2010 (“Sweepstakes Period”). To enter, contestants will be prompted on air to submit one online entry at www.musicandprizes.com. The Sponsors are not responsible for any technical malfunctions that may occur.

4. WINNER SELECTION:

Grand Prize winner(s) will be selected by random drawing on Monday, February 8, 2010, from all eligible entries. A total of thirty (30) runner-up winners will be chosen daily, beginning Monday, January 25th through Friday, February 5th, three (3) winners per day, Monday through Friday only. Odds of winning depend on the total number of entries received by each drawing date and during the sweeps period. Limit one (1) winner per household. Grand prize drawing will be conducted by an impartial representative of Sweepstakes Administrator.

5. PRIZES:

Each Grand Prize winner receives a \$1,000 American Express gift card, and a one-month supply of DiGiorno 200 Calorie Portions (awarded as 8 coupons). There are a total of three (3) Grand Prize winners. The approximate retail value (“ARV”) of each Grand Prize is \$1,026.40.

A total of thirty (30) runner-up prizes of a \$50 Amazon.com and 2 coupons for DiGiorno 200 Calorie Portions. The approximate retail value (“ARV”) of each runner-up prize is \$56.60. Prizes are non-transferable. No cash redemption or substitution, except that Sweepstakes Entities, in their sole

discretion, reserve the right to change or replace prizes in the event of unavailability with prizes of greater or comparable value. The value of prizes may be taxable as income. Prize winners are solely responsible for all applicable federal, state and local taxes.

6. WINNER NOTIFICATION:

The Sweepstakes Administrator will attempt to notify the prospective grand prize winner(s) by telephone no later than Wednesday, February 10, 2010. If the prospective grand prize winner(s) cannot be contacted within 3 days of the first attempted contact, or if eligibility requirements are not met, the prize winner will be deemed ineligible, and an alternate prize winner will be selected at random. This winner selection process will continue through 3 rounds of selecting alternates until a grand prize winner is determined. All prize winners will be required to complete, sign and return Affidavits of Eligibility, Waivers of Liability and Publicity Releases, where lawful. Failure to comply with these Official Sweepstakes Rules or to claim a prize will result in disqualification of a prospective winner and the selection of an alternate winner.

7. GENERAL CONDITIONS:

This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Entrants grant to Sweepstakes Entities the right to use and publish their proper name, city and state online and in print or any other media, in connection with the Sweepstakes. Acceptance of a prize constitutes permission for Sweepstakes Entities to use winners' names and likeness for advertising and promotional purposes without additional compensation unless prohibited by law. Sweepstakes Entities reserve the right to disqualify any individual they find to be tampering with the entry process or the operation of the game; to be acting in violation of these Official Sweepstakes Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Sweepstakes Entities or any other person. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY:

If for any reason the Sweepstakes is not capable of running as planned, including, but not limited to, due to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sweepstakes Entities which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sweepstakes Entities reserve the right to disqualify any individual who causes any such problem, and to cancel, terminate, modify or suspend the Sweepstakes. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or any problem or technical malfunctions of any telephone network or lines, or any combination thereof, which may limit an entrant's ability to participate in this Sweepstakes.

By entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs, associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and

expressly waives all rights to, punitive, incidental or consequential damages and/or any other damages other than actual out-of-pocket expenses.

Each winner, by accepting a prize, agrees to release and hold harmless Sweepstakes Entities from any and all liability, claims or actions of any kind whatsoever, which may result from the receipt, enjoyment, ownership or use or misuse of such prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he/she has somehow been defamed or portrayed in a false light).

Sweepstakes Entities do not assume any responsibility for any schedule changes in the Sweepstakes timeline, including without limitation, scheduling conflicts, labor strikes, Acts of God, or other unforeseen events that disrupt the Sweepstakes schedule. Sweepstakes Entities reserve the right to cancel, modify, or suspend this Sweepstakes.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. EACH PERSON WHO PARTICIPATES IN THIS SWEEPSTAKES AGREES THAT THE STATE AND FEDERAL COURTS LOCATED IN DENVER, COLORADO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES AND EACH HEREBY WAIVES ANY CLAIM THAT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.

9. WINNERS LIST:

For a list of winners, send a self-addressed, stamped envelope to: Attn: DiGiorno 200 Calorie Portions Winner List, PO Box 5024, Greenwood Village, CO 80155. Requests must be received no later than 30 days after the end of "Sweepstakes Period". Allow 2-4 weeks for delivery.

10. SPONSORS

zcomm, 7830 Old Georgetown Road, Suite 125, Bethesda, MD 20814.

11. SWEEPSTAKES ADMINISTRATOR:

Dial Global, 8200 S. Akron St. Suite 103, Centennial, CO 80112.