

The "Precious" Premiere Sweepstakes is intended for participation only in the United States and shall be construed according to, and governed exclusively by, United States law. Do not participate in the Sweepstakes if you are not a legal resident of the United States physically located in the United States at the time of entry or do not fall within the eligibility requirements set forth in the Official Rules below.

**The "Precious" Premiere Sweepstakes
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION: The "Precious" Premiere Sweepstakes (the "**Sweepstakes**") begins on or about August 7, 2009 at 12:01 a.m. Eastern Time ("**ET**") and ends on September 25, 2009 at 11:59 p.m. ET (the "**Promotion Period**"). At the end of the Promotion Period, a random drawing will be conducted to select one (1) Grand Prize winner from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Lions Gate Entertainment Inc., 2700 Colorado Avenue, Suite 200, Santa Monica, CA 90404 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

HOW TO ENTER:

To enter, visit the web site www.icandobadmovie.com or www.weareallprecious.com (the "**Websites**"), and follow the instructions to complete the Sweepstakes entry form with the information requested. Click "Submit Entry" to submit your entry form for the Sweepstakes. Upon completion and submission of the entry form, you will receive one (1) entry in the Sweepstakes. **Limit ten (10) entries per person and/or household and/or e-mail address.** All entries must be received by the end of the Promotion Period in order to participate. The Website's database clock will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at <http://lionsgate.com/privacy.html>.

Entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In

the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNER SELECTION AND NOTIFICATION: At the end of the Promotion Period, one (1) Grand Prize winner will be randomly selected in a drawing from all eligible entries received throughout the Promotion Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. The potential Grand Prize winner will be notified by telephone and/or mail and/or e-mail using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential Grand Prize winner does not respond within five (5) days of the first notification attempt, or if a Grand Prize or prize notification is returned as unclaimed or undeliverable to such potential Grand Prize winner, such potential Grand Prize winner will forfeit the Grand Prize and an alternate Grand Prize winner may be selected. If any potential Grand Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Grand Prize for any reason prior to award, such potential Grand Prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential Grand Prize winners of in accordance with such procedure, and if there is still no confirmed Grand Prize winner after such attempts have been made, if any, the Grand Prize may go unawarded.

PRIZES/ODDS: One (1) Grand Prize is available. The Grand Prize consists of (i) two (2) tickets to the premiere of "Precious" (the "**Premiere**"), (ii) round trip coach airfare for the Grand Prize winner and up to one (1) guest between the major airport that is nearest to the Grand Prize winner's residence and the location of the Premiere and (iii) three (3) nights' hotel accommodations for the Grand Prize winner and his or her travel companion (one [1] room, double occupancy). The approximate retail value ("**ARV**") of the Grand Prize is \$3500. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

"Precious" is scheduled for theatrical release on November 6, 2009. The Premiere, if any, will likely occur sometime within the two week period before that date, but the specific date and location have yet to be determined. If the Grand Prize winner is unable to participate in the Grand Prize trip during the dates set forth by Sponsor, the Grand Prize will be forfeited in its entirety. Nothing set forth herein shall be construed to require Sponsor to hold a premiere of "Precious" at any particular time, or at all. In the event that the "Precious" premiere listed in the Grand Prize description does not or cannot take place as scheduled or at all, for reasons included but not limited to scheduling conflicts, cancellations, postponement, an event of "Force Majeure" (defined below), or for any other reason, then in lieu of attending the premiere, the Grand Prize winner will receive One Hundred Dollars (\$100), and such amount shall constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded.

The Grand Prize winner's travel companion must be eighteen (18) years of age or older, or if such travel companion is under the age of majority in his or her state of residence (a "**minor**"), the Grand Prize winner must be such minor's parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to sponsor in its sole discretion. If the Grand Prize winner is a minor, his or her travel companion must be his or her parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to sponsor in its

sole discretion. In the event a Grand Prize winner's residence is close enough to the location of the Premiere such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and his or her travel companion must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Sweepstakes begins. The Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companion home with no further compensation.

Actual odds of winning depend on the number of eligible entries received.

GENERAL PRIZE CONDITIONS: Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Grand Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential Grand Prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is under the age of majority in such winner's state of residence (a "**minor**"), at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner’s permission for the Promotion Entities to use winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant’s parent or legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s, or any other person’s, computer system which is occasioned by accessing the Websites or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Websites, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such

drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by the participant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com. If any part of this arbitration provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

WINNER'S LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The "Precious" Premiere Sweepstakes Winners List, c/o Lions Gate Entertainment Inc., 2700 Colorado Avenue, Suite 200, Santa Monica, CA 90404. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Websites during the Promotion Period.

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Short Form Disclosures For Website:

NO PURCHASE NECESSARY. The entry period for this Sweepstakes begins on or about August 7, 2009 at 12:01 a.m. ET and ends on September 25, 2009 at 11:59 p.m. ET. Must be legal resident of U.S. 18 or older to enter. See Official Rules at www.icandobadmovie.com and www.weareallprecious.com for

additional eligibility restrictions, prize description/restrictions/ARV and complete details. Void where prohibited.