

Win a trip to the Mall of America and a \$1,000 Shopping Spree
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Mall of America Shopping Spree Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, and the District of Columbia who are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for purposes of entering the Contest. Employees of Lionsgate, Mall of America, MOA Mall Marketing, Inc. ("MOA"), and Northwest Airlines ("NWA") and any of their parent and affiliated companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

2. Sponsor: Lions Gate Entertainment, 2700 Colorado Avenue, 2nd Floor, Santa Monica, CA 90404

3. Agreement to Official Rules: By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Sweepstakes. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on January 9, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on February 2, 2009 at 11:59 p.m. ET (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit <http://www.newintownmovie.com/sweeps> (the "Website") and follow the links and instructions. By entering the sweepstakes and completing the registration, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions").

6. Winner Requirements: The potential Grand Prize winner will be notified by email, mail or phone on or about March 2, 2009. The potential Grand Prize winner will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (where legally permissible) in order to claim the Grand Prize. If the potential Grand Prize winner cannot be contacted, or fails to sign and return the applicable Affidavit of Eligibility, Liability & Publicity Release within the required time period noted above, that potential Grand Prize winner forfeits the prize and he/she will be disqualified. The potential Grand Prize winner must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Failure to comply with these requirements for any reason, return of prize notification or prize as undeliverable or disqualification of any winner for any reason will result in forfeiture of prize and, the judges will select an alternate winner based on the Judging Criteria. Only three (3) alternate winners will be determined after which the Grand Prize will remain un-awarded. Acceptance of the prize shall constitute and signify the winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Submission, photos and/or prize information in connection with the Contest worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law.

8. Prize: ONE (1) GRAND PRIZE: A Trip for two (2) to the Mall of America and one (1) one thousand dollars (\$1,000) gift card for the Mall of America. Trip package includes roundtrip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Bloomington, Minnesota; and three (3) nights accommodations at a participating NWA WorldVacations hotel determined by Sponsor in its sole discretion (single room, double occupancy). Winner must book trip by January 31, 2010 and travel by February 28, 2010 or prize will be forfeited. Travel is not permitted from March 13, 2009 – April 6, 2009, November 20, 2009 – November 26, 2009, and December 19, 2009 – January 1, 2010. Trip subject to availability and blackout dates. NWA WorldVacations will provide air transportation via Northwest Airlines from any city in U.S. 50 or Canada. Travel is permitted on NW/KL designated flights operated by NWA/Mesaba, Compass, or Pinnacle. Travel via other NW Airlink and NW designated affiliated partner flights is not permitted. The recipient shall be responsible for travel to and from the airport served by such flights. Not valid with previously purchased trip. A \$15 USD fee for the first piece of checked luggage and a \$25 USD fee for a second piece of checked luggage may be assessed. Fees are charged each way. This certificate may not be combined with any other coupon, certificates, discount, bonus, infant fare, upgrade, WorldPerks Air Travel Award or promotional offers/tickets. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Any unused portion of the certificate will not be refunded, and cannot be used towards another booking or another service component. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$2,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute the Grand Prize for one of equal or greater value if the Grand Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

9. Release: By receipt of the prize, winner agrees to release and hold harmless Sponsor, Lionsgate, NWA, MOA, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies subsidiaries, affiliated and successor and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to

disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this promotion. In the event Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or 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 (eg. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure") event or occurrence), then Sponsor shall have the right to modify, suspend or terminate the Contest.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. Entrant's Personal Information: All personal information collected from entrant is subject to the Sponsor's Privacy Policy.

14. WINNER'S LIST/OFFICIAL RULES: Any legally required list of winners may be obtained by sending a self-addressed stamped envelope to: The Mall of America Sweepstakes, c/o Lions Gate Entertainment, 2700 Colorado Avenue, Floor #2, Santa Monica, CA 90404. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period. These Official Rules will be posted on the Website during the Sweepstakes Period.

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Mall of America Sweepstakes
ABBREVIATED RULES

1. Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 2/2/09. To enter and for Official Rules, visit <http://www.newintownmovie.com/sweeps>.

2. Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), 18 and older who did not purchase any equipment for purposes of entering the Contest. Contest Ends 2/2/09. To enter and for Official Rules, including prize descriptions, visit <http://www.newintownmovie.com/sweeps>. Void where prohibited.