

The “Akeelah and the Bee” Reading Challenge Sweepstakes (the “Sweepstakes”) is intended for viewing and participation only in the 50 United States and the District of Columbia (“U.S.”) and shall be construed according to, and governed exclusively by, U.S. law. Do not participate in the Sweepstakes unless you meet the eligibility requirements set forth below and are a legal resident physically located in the United States at the time of entry. Children should get permission from their parent or legal guardian to enter.

**THE “AKEELAH AND THE BEE” READING CHALLENGE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

PROMOTION DESCRIPTION: The Sweepstakes begins on or about 12:01 am Eastern Standard Time (EST) on April 1, 2006 and ends at 11:59 pm EST on June 1, 2006 (“**Entry Period**”). By participating in the Sweepstakes, each entrant (or each Minor entrant's parent or legal guardian) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Lions Gate Films Inc. (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: This Sweepstakes is open only to individuals who are (i) legal residents of the 50 United States (and the District of Columbia), located in the U.S. at the time of entry, and (ii) age 5 or older at the time of entry. Children must get permission from their parent or legal guardian to enter. Sponsor, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “**Promotion Entities**”), as well as the immediate family members and/or those persons living in the same households of such employees, officers and directors are not eligible to enter or win this Sweepstakes. This Sweepstakes is void where prohibited.

HOW TO ENTER THE SWEEPSTAKES: To enter visit the web site <http://www.akeelahthebee.com> (the “**Website**”) and complete the entry form with the information requested. You may also be asked to answer optional questions, however they need not be answered in order to be eligible for the Sweepstakes and doing so will not improve your chance of winning. Click “**Submit Entry**” to submit your entry for the Sweepstakes. All entries must be received by the end of the Entry Period. The Website’s database clock will be the official time keeper for the Sweepstakes. **Limit one entry per person and/or per email address.**

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Entrants must provide a valid email address to be eligible. In the event of a dispute regarding the individual who actually submitted an on-line entry, the entry will be deemed submitted by the authorized account holder of the email address supplied at the time of entry. “Authorized account holder” is defined as the natural person to whom the applicable email address has been assigned by the Internet Access Provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the address submitted. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the 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.

All entries become the property of the Sponsor and none will be acknowledged or returned. False, fraudulent and/or deceptive entries or acts shall render entrants ineligible for the Sweepstakes.

NOTE: Internet 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. The use of any device to automate the entry process is prohibited.

DRAWING/ODDS: Winners will be selected in a random drawing on or about June 15, 2006 from among all eligible entries received during the Entry Period. Many will enter, but only one Grand Prize, one First Prize and ten Second Prizes are available. **The odds of winning depend on the number of eligible entries received.** Sponsor will attempt to notify potential winners within forty-eight (48) hours of the drawing date via the contact information provided at the time of entry. Entrants who are under the age of 13 will be notified through their parent or legal guardian 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 the potential winner for any reason. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. If the Prize Winner is under the age of majority in his or her state of residence as of the date of the drawing (“**Minor**”), at Sponsor's option, the applicable prize either will be awarded in the name of a parent or legal guardian of Minor, or a parent or legal guardian of Minor will be required to ratify and sign Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release.

PRIZES: One (1) Grand Prize is available. Grand Prize winner will receive a trip for their family (up to four (4) people total) to the 2007 Scripps National Spelling Bee. Approximate retail value (“**ARV**”) of the Grand Prize is \$3400.00. Trip includes round-trip coach class airfare (via an airline carrier selected by Sponsor) from the major U.S. gateway city airport closest to winner's home to Washington D.C., hotel accommodations for two (2) nights (one standard room/double occupancy) at a hotel selected by Sponsor and four (4) tickets to the 2007 Scripps National Spelling Bee. All expenses not specified herein are the sole responsibility of the winner and, in the case of the Grand Prize, his/her travel companions. NOTE: One of the Grand Prize winner's travel companions must be a parent or legal guardian. Grand Prize winners and their guests must sign eligibility and liability release documents prior to any travel documents being released. Grand Prize winner and his or her travel companions must travel on the same itinerary. Air tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Sponsor reserves the right to structure travel route in its sole discretion. Changes not permitted after ticket issue. Air tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. If the closest airport to the Grand Prize winner's home is in close enough proximity to the city where the premiere is being held so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, prize will not include air transportation from Grand Prize winner's residence to Washington D.C., and no other substitution or compensation will be provided in lieu thereof. Travel must be taken on dates designated by Sponsor around the 2007 Scripps National Spelling Bee or Grand Prize will be forfeited in its entirety. In the event that the 2007 Scripps National Spelling Bee does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then in lieu of attending the event, the Grand Prize winner will receive \$100, and such amount plus the remaining components, if any, of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded. In the event a Grand Prize winner or his or her guest engages during the trip in behavior that (as determined by Sponsor in Sponsor's 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 early, in whole or in part, and send the winner and/or his or her guests home with no further compensation.

One (1) First Prizes is available. The First Prize winner will receive a private screening of the motion picture "Akeelah and the Bee" (the "**Picture**") and invite up to ninety-nine (99) of his or her friends for a total of one hundred people (100) at a location in or near the winner's home town. ARV of the First Prize is \$1,000.00. The screening must be scheduled through Sponsor and must take place Monday-Thursday, except for holidays, between June 20, 2006 and July 20, 2006 without exception. The specific time and location of the screening shall be at the sole discretion of the Sponsor. If the potential winner cannot attend on these dates or at the scheduled time, the First Prize will be forfeited and may be awarded to another winner. First Prize includes theater rental. All expenses not specified herein are the sole responsibility of the winner and his/her guests. Guests must be age appropriate for the Picture. In the event the winner or any of his or her guests engage during the screening in behavior that (as determined by Sponsor in Sponsor's 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 screening early, and send the winner and/or his or her guest home with no further compensation.

Ten (10) Second Prizes are available. Each Second Prize includes the following: (i) one (1) \$50.00 gift certificate for Steve & Barry's and (ii) "Akeelah and the Bee" swag. ARV of each Second Prize is \$51.00. Total combined ARV of all prizes is \$4,910.00.

GENERAL CONDITIONS: All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (and the reporting consequences thereof) and any other fees or costs associated with a prize are the sole responsibility of the winner. The potential Grand Prize winner (or his or her parent if such potential winner is a Minor) will be required to execute and return an Affidavit of Eligibility/Liability Release and (where legal) a Publicity Release within three (3) days of prize notification, or the Grand Prize will be forfeited in its entirety and an alternate winner will be selected. For each prize being offered in connection with the Sweepstakes, Sponsor will successively attempt to contact up to three (3) potential winners in accordance with such procedure, and if there is still no confirmed winner after such attempts have been made, the applicable prize may go unawarded. In the event of noncompliance with these Official Rules, if a potential winner cannot be reached via the contact information provided on his/her entry within two (2) days of the first attempt, or if the prize or prize notification is returned as declined, unclaimed or undeliverable, the prize will be forfeited and an alternate winner will be selected.

GENERAL CONDITIONS: All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (and the reporting consequences thereof) and any other fees or costs associated with a prize are the sole responsibility of the winner. The potential Grand Prize winner (or his or her parent if such potential winner is a Minor) will be required to execute and return an Affidavit of Eligibility/Liability Release and (where legal) a Publicity Release within three (3) days of prize notification, or the Grand Prize will be forfeited in its entirety and an alternate winner will be selected. For each prize being offered in connection with the Sweepstakes, Sponsor will successively attempt to contact up to three (3) potential winners in accordance with such procedure, and if there is still no confirmed winner after such attempts have been made, the applicable prize may go unawarded. In the event of noncompliance with these Official Rules, if a potential winner cannot be reached via the contact information provided on his/her entry within two (2) days of the first attempt, or if the prize or prize notification is returned as declined, unclaimed or undeliverable, the prize will be forfeited and an alternate winner will be selected.

GENERAL RELEASE / FORCE MAJEURE. By participating in the Sweepstakes, each entrant agrees that the Promotion Entities (A) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in 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 and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and

fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer's system which is occasioned by accessing the Website or participating in the Sweepstakes or downloading any materials from the Website. By accepting a prize, each winner agrees to the use of his/her name, photograph, likeness, and/or city/state of residence by Sponsor, or any party authorized by Sponsor, for advertising and promotional purposes in any and all media without additional notice or compensation. Prizes will only be awarded to verified winners. If any prize is unclaimed, there will be a random drawing to award the prize to an alternate winner. The Promotion Entities assume no responsibility for 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 (if applicable) postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select winners from among all eligible, non-suspect entries received prior to the termination or cancellation. The Promotion Entities are not responsible for any damage to an entrant's cellular phone or computer system which is occasioned by accessing the Website, participating in this Sweepstakes, redeeming or accepting a prize, or by downloading any information necessary to participate in the Sweepstakes. Sponsor reserves the right to terminate on-line entry if technical difficulties compromise the integrity or ability to continue on-line entry. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, OR TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON, IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THE APPLICABLE INDIVIDUAL AND SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

PRIVACY: Entry information may be shared with Sponsor's promotional partners to the extent entrants agree at the time of entry and to the extent required for prize fulfillment purposes. Except as provided in these Official Rules or as agreed to at time of entry, any entry information collected from the Sweepstakes shall be used in accordance with Lions Gate Films' Privacy Policy, located at http://www.lionsgatefilms.com/CorpSite/privacy_policy.html.

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: (1) Any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Sweepstakes or the awarding or redemption of prizes or the determination of the scope or applicability of this agreement to arbitrate will be resolved exclusively by final private and binding arbitration conducted pursuant to the AAA's Procedures for Consumer-Related Disputes in conjunction with the AAA's Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) The arbitration shall be held at the AAA regional office nearest the entrant; (3) 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 entrant may have entered into in connection with the Sweepstakes; (4) There shall be no authority for any claims to be arbitrated on a class or representative basis; and (5) The arbitrator shall not have the power to award punitive damages against the entrant or Sponsor. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the entrant filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

WINNERS' LIST/OFFICIAL RULES: Any legally-required winners list may be obtained after June 15, 2006 and no later than July 31, 2006 by sending a self-addressed stamped envelope to: "AKEELAH AND THE BEE" Sweepstakes, c/o Lions Gate Films, 2700 Colorado Avenue, Floor #2, Santa Monica, CA 90404. For a copy of the Official Rules, (i) print this web page or (ii) send a self-addressed, stamped envelope to: "AKEELAH AND THE BEE" Sweepstakes, c/o Lions Gate Films, 2700 Colorado Avenue, Floor #2, Santa Monica, CA 90404. Vermont residents may omit return postage on Official Rules requests. Requests received after the close of the Entry Period will not be honored.

SPONSOR: Lions Gate Films Inc., 2700 Colorado Avenue, Santa Monica, CA 90404.

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