

The “Employee of the Month” Sweepstakes (the “Sweepstakes”) is intended for participation only in the 50 United States and the District of Columbia and shall be construed according to, and governed exclusively by United States 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.

**THE “EMPLOYEE OF THE MONTH” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES DESCRIPTION. The Sweepstakes begins on or about 12:01 a.m. Central Standard Time (“CST”) on September 9, 2006 and ends at 11:59 P.M. CST on October 13, 2006 (the “**Promotion Period**”). By participating in the Sweepstakes, each entrant 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. The Sweepstakes is open only to persons who are (i) age 13 or older as of the date of entry (entrants ages 13 to 17 must have consent of their parent or guardian to enter), (ii) legal residents of, and physically located within, the 50 United States or the District of Columbia (“**Territory**”), and (iii) not owners, officers, directors or employees of Sponsor, Heelys Inc. (“**Heelys**”) or their respective parent, subsidiaries, affiliates, distributors, retailers, sales representatives or advertising, promotional or fulfillment agencies, (collectively, the “**Promotion Entities**”), nor members of their respective immediate families (spouses, parents, siblings and children) or persons living in the same households.

VOID WHERE PROHIBITED BY LAW. The Sweepstakes is void where prohibited or restricted by law.

ENTRY PROCESS.

To enter online, visit the website, <http://www.employeeofthefilm.com/promotions> (the “**Website**”) during the Promotion Period, follow the links and instructions for entry and complete the official entry form with the requested information. An entrant also may be asked to answer optional questions, however, they need not be answered for an entrant to be eligible for the Sweepstakes and doing so will not improve an entrant’s chances of winning. Click “Submit Entry” to submit an entry form for the Sweepstakes.

To enter by mail during the Promotion Period, print the entrant’s full legal name, street address, city, state and zip code (no P.O. Boxes), and home phone number on a 3” x 5” card, and send the card by United States mail, inside a stamped, business size (#10) envelope addressed to: “EMPLOYEE OF THE MONTH” Sweepstakes, c/o Lion Gates Films Inc., 2700 Colorado Avenue, Santa Monica, CA 90404.

All entries, online and by mail, must be received by Sponsor by the end of the Promotion Period. The Website’s database clock will be the official timekeeper for the Sweepstakes. Limit one entry per person and/or 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 an entry. In the event of a dispute as to the identity of an online entrant, the entry will be deemed submitted by the "authorized account holder" of the e-mail address used to enter the Sweepstakes at the time of entry. "Authorized account holder" is the natural person to whom applicable e-mail address has been assigned by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the address submitted. The potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Internet entries 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.

The Promotion Entities are not responsible for (i) entries from persons residing or located outside the Territory; (ii) inaccurate, forged, incomplete, stolen, lost, illegible, mutilated, tampered with, postage-due, misdirected, delayed or late entries, whether caused by Internet users or by any equipment or programming associated with the Sweepstakes or by any technical or human error which may occur in the processing of entries in the Sweepstakes; (iii) failed or delayed telephone, computer equipment, hardware or software or telephone transmissions; (iv) technical failures; (v) unauthorized human intervention; (vi) traffic congestion; (vii) garbled or jumbled transmissions; or (viii) other errors, interruptions, deletion, theft, destruction, defects of any kind, whether due to electronic, mechanical or human error or other causes.

Entries will not be acknowledged or returned and become the property of Sponsor. Sponsor shall have the right to use, assign, edit, modify or dispose of any entry however it sees fit without approval of the entrant.

DISQUALIFICATION OF ENTRANT. Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse threaten or harass any other person. Such activity is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

RANDOM DRAWING. Winners will be selected in a random drawing on or about October 14, 2006 from all eligible submitted entries received during the Promotion Period. The odds of winning depend upon the number of eligible entries received. If the potential 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 an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "**Prize Claim Documents**").

PRIZES. One (1) Grand Prize and twenty-five (25) Runner-Up Prizes are available. The Grand Prize consists of the following: (i) a private screening of the movie “Employee of the Month” (the “**Picture**”) for the Grand Prize Winner and up to 50 of his or her friends for a total of 51 people, at a location in or near the Grand Prize winner’s hometown, with an approximate retail value (“**ARV**”) of \$1,000; (ii) Heelys merchandise (to be selected by Heelys in its sole discretion), with an ARV of \$15.00; and (iii) ”Employee of the Month” swag (to be selected by Sponsor in its sole discretion), with an ARV of \$10.00. The total ARV of the Grand Prize is \$1025.00. The screening must take place Monday through Thursday except for holidays between October 23, 2006 and November 22, 2006, without exception. The specific time and location of the screening shall be at the sole discretion of Sponsor. If the potential Grand Prize winner cannot attend on these dates or at the scheduled time, the Grand Prize will be forfeited and may be awarded to another winner. The Grand Prize includes theatre rental. All expenses not specified in these Official Rules, including, but not limited to, taxes, food, beverages, and other concession items, spending money and gratuities are the sole responsibility of the Grand Prize winner and his or her guests. Guests must be age appropriate to view the Picture. In the event the Grand Prize 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, threatened, or harass any other person, Sponsor deserves the right to terminate the screening early and send the Grand Prize winner and his or her guests home with no further compensation.

Twenty-five (25) Runner-Up Prizes are available. Each Runner-Up Prize includes the following: (i) Heelys merchandise (to be selected by Heelys in its sole discretion), with an ARV of \$15.00; and (ii) ”Employee of the Month” swag (to be selected by Sponsor, in its sole discretion), with an ARV of \$10.00. The total ARV of each Runner-Up Prize is \$25.00. The total combined ARV of all Prizes is \$1650.00.

All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Sponsor’s sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

NOTIFICATION OF WINNER. Sponsor will attempt to notify potential winners within 48 hours of the drawing date through the contact information on the entry form. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (i) failure of a potential winner (or his or her parent or legal guardian if such potential winner is a Minor) to execute and return the Prize Claim Documents within 3 days from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner’s failure to claim the Prize within 3 days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by the winner will be forfeited. For each Prize being offered in connection with the Sweepstakes, Sponsor will successively attempt to contact up to 3 potential winners, and if there is still no confirmed winner after such attempts have been made, the applicable Prize may go unawarded.

CONDITIONS. Each entrant, by entering this Sweepstakes, agrees that: (a) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (b) the Promotion Entities (i) shall not be responsible for claims, injuries, losses or damages of any kind resulting from Sweepstakes participation or in any Sweepstakes related activity, or the awarding, acceptance, use, misuse, possession, loss or misdirection of any Prize, or participation in any Prize-related activity; and

(ii) 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, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND.

TAXES. All taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with a Prize are solely the winner’s responsibility. It is the winner’s responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

USE OF INFORMATION. By accepting a Prize, each winner consents to and gives Sponsor, Heelys and any other party authorized by Sponsor or Heelys the right to video and/or audio tape a winner with a Prize or during a Prize activity and to use winner’s name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about the Sweepstakes for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law. Potential prize winners (or their parents or legal guardians if such potential winners are Minors) must execute and return the Affidavit of Eligibility and Liability and Publicity Release to Sponsor within 3 days of Prize notification or they may forfeit any Prize that they otherwise might have received.

RIGHT TO CANCEL. Sponsor reserves the right to cancel or modify the Sweepstakes (i) in the event the Sweepstakes is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity, or proper conduct of the Sweepstakes, as determined by Sponsor in its sole discretion, or (iii) if the Sweepstakes is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor’s control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any participant who is disqualified due to such action.

LIMITATIONS. The Promotion Entities expressly disclaim any liability from the use of registration information by Sponsor or third parties. The Promotion Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or (if applicable) postage-due 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. The Promotion Entities are not responsible for any problems, malfunctions of any computer system, services or providers, telephone network or lines, computer equipment or software; failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant’s or to any other person’s computer system or cellular phone related to or resulting from accessing the Website, participating in the

Sweepstakes or accepting a Prize, or downloading any information necessary to participate in the Sweepstakes.

If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official 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.

AMENDMENT. Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

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.

INDEMNITY/RELEASE. Each entrant indemnifies and holds harmless the Promotion Entities and their directors, officers, employees and agents from any and all liability for any damage or loss of any kind arising from or in connection with the Sweepstakes or the award, acceptance, use or misuse of any Prizes or any Prize-related activity. Each entrant releases the Promotion Entities and their directors, officers, employees and agents from any and all liability for any loss, harm, damages, costs or expenses, including, without limitation, personal property and personal injury damages arising out of participation in the Sweepstakes, Prize acceptance, use or misuse of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity or privacy, defamation or Prize delivery. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

WINNER'S LIST. Any legally-required winners list may be obtained after October 14, 2006 and no later than November 14, 2006 by sending a self-addressed, stamped envelope to: "EMPLOYEE OF THE MONTH" Sweepstakes, c/o Lions Gate Films, 2700 Colorado Avenue, Floor #2, Santa Monica, CA 90404. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: "EMPLOYEE OF THE MONTH" 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 Promotion Period will not be honored.

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

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