

RIDE THE RED CARPET SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID IN RHODE ISLAND AND WHERE RESTRICTED AND PROHIBITED BY LAW.

Eligibility:

Ride The Red Carpet Sweepstakes ("Sweepstakes") is only open to legal residents of the 50 U.S. states (excluding Rhode Island) and D.C. who are physically located and residing therein, who are 13 years of age or older as of January 16, 2007. Employees, officers, and directors of Imeem, Inc. ("Sponsor"), Hilltop New Media, Inc., Sony Pictures Digital, Inc., Sony Pictures Entertainment Inc., New York Film Academy and their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parents, affiliates, and subsidiaries, licensees, service providers, and any other person or entity associated with this Sweepstakes (collectively, the "Sweepstakes Entities"), members of their immediate families (spouses, children, siblings, parents), and/or persons living in the same household as such persons, whether or not related, are ineligible to enter this Sweepstakes. Void in Rhode Island, Puerto Rico, and all other territories and where prohibited by law, rule or regulation. This Sweepstakes is offered in the 50 states of the United States (excluding Rhode Island) and the District of Columbia only and shall only be construed and evaluated according to United States law. Do not proceed to enter this Sweepstakes if you are a resident of Rhode Island or a jurisdiction outside of the United States or the District of Columbia.

How To Enter:

Sweepstakes begins on or about 12:00 p.m. (noon) Pacific Time ("PT") on January 16, 2007, and ends at entry deadline of 12:00 p.m. (noon) PT on February 4, 2007 ("Sweepstakes Period"). To enter online, prospective participants must be registered with the Imeem web site located at <http://ghostrider.imeem.com> ("Web Site"). If a prospective participant is not already registered with the Web Site, participant must access the registration form from the Web Site and provide all required information. Once registered, prospective participants must complete the entry form with the true and correct entry information in all required fields and click the "Submit" button. After entering their entry information and clicking on the "Submit" button, entrants will receive one (1) Sweepstakes entry ("Entry"). All Entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, incomplete or misdirected Entries. Limit one (1) Entry per person, per unique e-mail address during the entire Sweepstakes. If multiple Entries are received from the same person, or e-mail address, all such subsequent Entries will be disqualified.

Prize/Odds of Winning:

One (1) Grand Prize winner will receive a 5 day/4 night trip to New York, NY, for the Grand Prize winner and one (1) guest and the chance to be a red carpet reporter at the Sony Pictures premiere of the theatrical release, "Ghost Rider" ("Prize Package"). Prize Package includes: (i) round trip economy class air transportation for the Grand Prize winner and one (1) guest from a major commercial airport nearest the winner's residence (as determined by Sponsor in its sole discretion) to New York (airline and airports designated for travel are subject to the sole discretion of Sponsor) (Approximate Retail Value ("ARV"): \$1,200.00); (ii) four (4) nights standard hotel accommodations for Grand Prize winner and his/her guest (one (1) room, double occupancy) (ARV: \$1,000.00); (iii) an on-camera preparation class for GP Winner with an instructor from the New York Film Academy (ARV \$200.00); (iv) ground transportation for two (2) between the hotel, premiere and after party (ARV \$300.00); and (v) two (2) tickets to the "Ghost Rider" film premiere and after party plus red carpet access for the grand Prize Winner to do on-camera interviews with select talent from the film (ARV \$200.00). Total ARV of Prize Package is \$2,900.00. Actual value of prize depends on the city of departure, time of travel and any airfare

fluctuations, and any difference between the stated ARV and the actual value, if any, will not be awarded. Odds of winning are determined by the total number of eligible Entries received.

GRAND PRIZE WINNER MUST BE ABLE TO TRAVEL BETWEEN FEBRUARY 14, 2007 AND FEBRUARY 18, 2007 OR GRAND PRIZE WILL BE FORFEITED AND MAY BE AWARDED TO AN ALTERNATE POTENTIAL GRAND PRIZE WINNER.

Items not specifically mentioned as being included as part of the Grand Prize are solely the responsibility of Grand Prize winner and his/her guest, and may include, but are not limited to, daily transportation, transportation to and from airports and hotel, port tax, airport tax, travel tax, travel insurance, room service, laundry service, spa treatments, meals, beverages, hotel incidentals, local and long distance telephone calls, gratuities, personal items, government fees, and all other costs and expenses not otherwise mentioned herein. Sponsor reserves the right to add or eliminate any element of the Prize Package. Air transportation will be provided only if Grand Prize winner does not live within a 100 mile radius of New York, NY. If Grand Prize winner lives within a 100 mile radius of New York, round-trip non-exclusive ground transportation will be provided to Grand Prize winner and his/her guest. If a component of the Prize Package is not available during the Grand Prize winner's trip for whatever reason (e.g., weather conditions, cancellation of the premiere or after party, etc.), that portion of the Prize Package will be forfeited, and no compensation will be awarded in lieu thereof.

If Grand Prize winner is a resident of a jurisdiction that deems him/her to be a minor, his/her parent/legal guardian must accompany him, and such person must arrange and pay for all of his/her expenses, unless determined to be the allotted guest. Guest of Grand Prize winner must be at least 13 years of age. If guest of Grand Prize winner is a resident of a jurisdiction that deems him/her to be a minor, his/her parent/legal guardian must accompany him, and such person must arrange and pay for all of his/her expenses unless determined to be the Grand Prize winner. Grand Prize winner and guest are solely responsible for providing all necessary identification documents and/or proof of residency. Failure to provide such documents may result in trip cancellation upon airport check-in. Prize Package conditions may be added or modified by companies providing any portion of the Prize Package. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents.

Once confirmed, trip dates and travel accommodations cannot be changed by Grand Prize winner or his/her guest; however, travel is subject to availability, blackout dates, and/or change due to circumstances beyond Sponsor's and Sweepstakes Entities' control. One or more stopovers may be required on air transportation. Sweepstakes Entities will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in Grand Prize winner's possession, or in the possession of Grand Prize winner's guest. Grand Prize winner and his/her guest must travel on the same dates, itinerary, and fare class, must depart from and return to the same point of origin, and must be able to travel on dates specified by Sponsor (currently February 14, 2007 – February 18, 2007). On-camera preparation class portion of Prize Package is valid only at the New York Film Academy New York campus.

Prize cannot be used in conjunction with any other promotion or offer and may not be separated. All tickets issued in conjunction with the Prize Package are not eligible for frequent flyer miles, and no code-share flights may be used. Travel in Grand Prize package may not be transferred or assigned except by Sponsor. Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sweepstakes Entities shall not be liable for any loss or damage to baggage.

Grand Prize winner must supply Sponsor and/or its designee with his/her social security numbers for tax purposes. Grand Prize winner will receive an IRS Form 1099 from the Sponsor for the ARV of the prize (stated above) in the calendar year won. All federal, state and local laws and regulations apply. Taxes, if any, are solely the responsibility of the Grand Prize winner. No substitution, transfer, or cash equivalent for prize (or prize components), except that Sponsor, at its sole discretion, may substitute a prize (or prize component) with a prize of equal value, due to unavailability of advertised prize/prize component.

Selection and Notification:

Grand Prize winner will be selected from a random drawing held on or about February 5, 2007 from all eligible Entries received. Random drawing will be held under the supervision of Imeem, Inc., whose decisions are final and binding.

The potential Grand Prize winner (his/her parent/legal guardian if potential Grand Prize winner is a resident of a jurisdiction that deems him/her to be a minor) will be notified by e-mail or telephone using the e-mail address or telephone number provided at entry. Sweepstakes Entities are not responsible for and shall not be liable for failed, incomplete or unsuccessful efforts to notify potential Grand Prize winner.

Potential Grand Prize winner (his/her parents/legal guardian if potential Grand Prize winner is a resident of a jurisdiction that deems him/her to be a minor) will be required to complete, sign and return an affidavit of eligibility, a publicity release (where legal) and a liability release within three (3) days of receipt of such documents. Guest will also be required to sign a liability/publicity. Potential Grand Prize winner (his/her parent/legal guardian if potential Grand Prize winner is a resident of a jurisdiction that deems him/her them to be a minor) who submitted winning Entry may also be required to provide Imeem, Inc. with proof that he/she is the "Authorized Account Holder" (as defined herein) of the e-mail addresses associated with the winning Entry.

If a selected potential Grand Prize winner cannot be reached after a reasonable effort has been exerted (three (3) phone call attempts within a period of one (1) business day and/or email reply within one (1) business day from email notification), is found to be ineligible, cannot or does not comply with these Official Rules, declines the prize, fails to claim the prize, or fails to return a completed and executed affidavit of eligibility, publicity release or liability release as required, potential Grand Prize winner will be disqualified and an alternate potential Grand Prize winner will be selected. Unless prohibited by Sponsor's Privacy Policy or by law, Grand Prize winner (his/her parent/legal guardian if Grand Prize winner is a resident of a jurisdiction that deems him/her to be a minor) consents to the use by Sponsor of his/her name and likeness for publicity and commercial purposes without further notice or compensation.

Entries will be deemed to have been submitted by the "Authorized Account Holder" of the e-mail address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible.

Conditions and Limitations of Liability:

By entering, entrants (if entrant is a minor in his/her jurisdiction of residence, entrant's parent/legal guardian) agree to be bound by these complete Official Rules and the decisions of Sponsor, which shall be final and binding. All federal, state, and local laws apply. By entering this Sweepstakes, entrants (if entrant is a minor in his/her jurisdiction of residence, entrant's parent/legal guardian) agree to waive any right to claim any ambiguity or error in the Official Rules of the Sweepstakes, or the Sweepstakes itself; agree to be bound by these Official Rules and by all decisions of the Sponsor and/or the judges, whose decisions are binding and final in all

respects; and agree that Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Sweepstakes (including, but not limited to: (i) any printing or typographical errors in any materials associated with the Sweepstakes; (ii) multiple Entries in excess of the stated limited; (iii) Entries that are entered by other than human means; (iv) Entries that are late, lost, delayed, damaged, forged, destroyed, misdirected, incomplete, illegible, tampered with, unintelligible, or otherwise not in compliance with these Official Rules (whether due to the fault of the entrant, Sponsor, or any other Sweepstakes Entity), and all such Entries will be disqualified; (v) unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize any assets/tools that may be designated for this Sweepstakes on the Web Site for any reason, or any combination thereof; (vi) errors in transmission; (vii) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (viii) incorrect or inaccurate transcription of entry information; (ix) acceptance, possession, or use or misuse of the prize awarded herein (including, but not limited to, cancellations and delays, or other entity or any other persons providing any of the components for the prize, due to reasons beyond the control of Sweepstakes Entities); or (x) from participation in the Sweepstakes or any Sweepstakes-related activity; even if caused by the negligence of the Sweepstakes Entities. Entrants (if residents of a jurisdiction that deems them to be minors, their parent or legal guardians) further acknowledge that said Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize. Entrants (if residents of a jurisdiction that deems them to be minors, their parent or legal guardians) agree to indemnify and hold harmless the Sweepstakes Entities, and each of them from and against any and all liability, damages, costs, attorneys fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by entrant upon the Sweepstakes Entities in these Official Rules.

Entrants (if residents of a jurisdiction that deems them to be minors, their parent or legal guardians) further agree that the Sweepstakes Entities are not responsible or liable for any injury or damage to an entrant's or third person's computer and/or its contents, related to or resulting from any part of this Sweepstakes and that Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of a prize supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sweepstakes Entities, or (3) by any other cause, condition or event whatsoever beyond the control of Sweepstakes Entities or their parents, subsidiaries and affiliated companies. Entrants (if residents of a jurisdiction that deems them to be minors, their parent or legal guardians) agree to release all rights to bring any claim, action, or proceeding against the Sweepstakes Entities.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should virus, bugs or other causes beyond the control of the Sponsor corrupt the administration or security of the Sweepstakes, in which case the drawing will take place from among all salvageable, eligible Entries received prior to or after (if applicable) the cancellation or suspension or in a manner that is fair and equitable as determined by Sponsor and/or Sweepstakes Entities. Sponsor may prohibit you from participating in the Sweepstakes, if at the sole discretion of Sponsor you show a disregard for these Sweepstakes Official Rules, or act (1) in an unsportsmanlike manner; (2) with an intent to annoy, abuse, threaten, or harass any other player or a representative of any Sponsor; or (3) in any other disruptive manner. Any person attempting to defraud Sponsor or tamper with this Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for the prize.

By opting-in to specific offers from any of the Sweepstakes Entities, entrant's entry information will be subject to their respective privacy policies and terms of service and entrant agrees to receive additional email communication from those companies.

BY SUBMITTING ENTRY, ENTRANTS AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES, ITS ENFORCEMENT, ARBITRABILITY OR INTERPRETATION SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE A SINGLE ARBITRATOR, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY SELECTING AN ARBITRATOR FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES). IF THE PARTIES STILL CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY JAMS. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE PARTIES WILL SHARE EQUALLY IN PAYMENT OF THE ARBITRATOR'S FEES AND ARBITRATION EXPENSES AND ANY OTHER COSTS UNIQUE TO THE ARBITRATION HEARING (RECOGNIZING THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT). NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR MAY REQUIRE THAT SUCH FEES BE BORNE IN SUCH OTHER MANNER AS THE ARBITRATOR DETERMINES IS REQUIRED IN ORDER FOR THIS ARBITRATION CLAUSE TO BE ENFORCEABLE UNDER APPLICABLE LAW.

Entrants further understand and agree that they shall have no right to enjoin or restrain the development, production, advertising, promotion, distribution or exploitation of the Sweepstakes, Ghost Rider, any other project, production or picture, of any of the Sweepstakes Entities.

Entrants acknowledge that the internal substantive laws (as distinguished from the choice of law rules) of the State of California and the United States of America applicable to contracts made and performed entirely in California shall govern the validity and interpretation of these Official Rules and all other causes of action (whether sounding in contract or in tort) arising out of or relating to these Official Rules.

Rules/Winners List:

For a copy of these Official Rules or the Winners List, send a self-addressed, stamped envelope to: **Ride The Red Carpet Sweepstakes** "Rules" / "Prize Winners Information" (specify which), Imeem, Inc. 285 Hamilton Ave., Palo Alto, CA 94301. All requests must be received by April 30, 2007. The Official Rules will be available on the Web Site during the Sweepstakes Period.

Sponsor:

Imeem, Inc. 285 Hamilton Ave., Palo Alto, CA 94301