

TREO FILM FESTIVAL CONTEST OFFICIAL RULES

You must read these Official Rules before entering the Treo Film Festival Contest (the "Promotion"). All entrants ("Entrants") agree to be bound by these Treo Film Festival Contest Official Rules (the "Official Rules").

No purchase necessary. The Promotion is void where any aspect of the Promotion is prohibited by law or where registration, bonding or translation is required.

How to Participate/Eligibility. Starting at 12:01 a.m. Pacific Time (PT), July 18th 2007, and continuing through 11:59 a.m. Pacific Time (PT), September 24th, 2007 (the "Promotion Period"), visit the web site at Treofilms.com, register and submit a short film electronically.

Entrant must also supply a valid email address as part of the registration process and such other identification information as is requested. No entries will be accepted after 11:59 a.m. Pacific Time (PT), September 24th, 2007. Each Entrant must be an individual who is at least the age of majority in his or her jurisdiction of residence.

Each Entrant must be a legal resident of the United States, Canada, or the United Kingdom for the duration of the Promotion Period. Residents of the province of Quebec are not eligible. Sponsor, in its sole discretion, shall determine the eligibility of Entrants and the time of entry.

Films must adhere to the following requirements:

- Films should be no longer than 60 seconds (not including credits), and films that exceed 60 seconds may be disqualified; and
- Films must not contain any sexually explicit, disparaging, libelous or other inappropriate content or any nudity; Films must be intended and should be consistent with the standards for a United States G- or PG-rated film.

Sponsor reserves the right to reject any entry for any reason.

Employees, independent contractors, officers, and directors of Sponsor, its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, the judges, and the immediate family members and persons living in the same household of such persons, are not eligible to win a prize in the Promotion, with the exception of the contest for Palm employees, which has separate contest rules.

By registering for or participating in the Promotion, Entrant agrees to abide by and be bound by these Official Rules and any decision Sponsor or its designees make regarding any matters relating to the Promotion. Entrants who do not comply with the Official Rules are not eligible to compete or win a prize. All decisions made by Sponsor or its designees shall be final and binding. Sponsor reserves the right to disqualify from the

Promotion, and any future contest or other promotion conducted by Sponsor, and to prosecute to the fullest extent permitted by law, any Entrant who, in Sponsor's reasonable suspicion, tampers with any of Sponsor's sites, the entry process, the Promotion, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. In the event of disqualification of a winner, Sponsor may replace the winner with the next runner-up at the sole discretion of the Sponsor.

- By participating in the Promotion, each Entrant grants to Sponsor a non-exclusive, worldwide, fully paid, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute (through multiple tiers of distribution), use, exploit, transmit, create derivative works of, exhibit, broadcast, publicly display and publicly perform any entries, materials and other information (including, without limitation, ideas for new or improved products or services) submitted by Entrant in connection with the Promotion by all means and in any media now known or hereafter developed.
- Each participating Entrant hereby waives his or her moral rights in any such entries, materials and information, and hereby warrants that any such entries, materials and information are original with Entrant and do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- If the entry contains any material or elements that are not owned by Entrant and/or which are subject to the rights of third parties, Entrant represents he or she has obtained, prior to submission of the entry, any and all releases and consents necessary to permit use and exploitation of the entry by Sponsor in the manner set forth in the Official Rules without additional compensation, including, without limitation, location releases for footage shot at any location; name, voice and likeness releases for any person whose name, voice and/or likeness appears in the entry (other than Entrant); releases for the use of any props, set dressings and other materials used in the entry; releases from any individuals participating in the production of the entry and releases for any other audio and/or audio-visual materials not wholly owned by entrant, which, in each case, are used in the entry. Each Entrant represents that he or she has the signature of a parent or legal guardian of any person appearing in any entry who is under the age of majority in his state or jurisdiction of residence. Each Entrant warrants that the entries, materials and information submitted do not contain information considered by Entrant's place of business or any other third party to be confidential, and that the entries, materials and information submitted do not violate or infringe the rights of any third parties or violate any laws or regulations. Each Entrant agrees that he or she shall have no recourse against Sponsor for any alleged or actual infringement or misappropriation of any proprietary right in an Entrant's entry.

By participating in the Promotion, Entrant irrevocably consents to Sponsor's use of his or her (and, for all performers, writers and directors associated with the entry, such performers', writers' and directors') name, photograph, biographical material and/or likeness, address, voice, and statements made by or attributed to him or her, in perpetuity, in any and all media now known or hereafter developed (including, without limitation,

print, broadcast, and Internet), for all business purposes including advertising and promotional activities without additional compensation, notice or approval, unless prohibited by law.

Entrants' representations and warranties herein are made not only to Sponsor, but also to Sponsor's parent companies, subsidiaries, affiliates, directors, officers, employees, partners (including, for clarity, MobiTV, Inc.) and agents. Sponsor's parent companies, subsidiaries, affiliates, directors, officers, employees, partners (including, for clarity, MobiTV, Inc.) and agents shall be third party beneficiaries under these Official Rules, which includes, without limitation, the rights to enforce Entrants' representations and warranties herein as well as any indemnification obligations Entrant may have to Sponsor under these Official Rules.

Contest Categories and Judging

One winner will be selected in each of the following categories:

- 1) Mobile Life
- 2) Animation
- 3) ReTake
- 4) Overall Treo Film Festival Winner

Judging to determine the winners among the entries will be conducted by Sponsor or its designee(s) Sponsor will judge the contest entries according to the following criteria:

ORIGINALITY (E.G., LEVEL OF CREATIVITY IN WRITING, DIRECTING, ACTING AND EDITING)	TECHNICAL EXCELLENCE (E.G., BEST USE OF LIGHTING, SOUND, VISUAL EFFECTS)	MOBILE EXPERIENCE (E.G., BEST VIEWER EXPERIENCE ON A MOBILE DEVICE)
50%	20%	30%

Because this part of the Promotion is a contest of skill, winning is dependent on the quality of submissions received.

Finality of Decisions. All decisions of the Sponsor are final and binding in all matters relating to this Promotion.

Prizes

Grand Prize

\$5,000 Cash prize

-Mobile filmmaking toolkit: (Treo + editing software, card reader, memory cards:

Approximate retail value: \$1,200)

-Travel to LA event + 2 nights accommodation (approximate retail value: \$1,500)

Mobile Lifestyle

-\$2,000 Cash prize

-Mobile filmmaking toolkit: (Treo + editing software, card reader, memory cards:

Approximate retail value: \$1,200)

-Travel to Los Angeles event + 2 nights accommodation (approximate retail value: \$1,500)

Best Animation

\$2,000 Cash prize

--Mobile filmmaking toolkit: (Treo + editing software, card reader, memory cards:

Approximate retail value: \$1,200)

-Travel to Los Angeles event + 2 nights accommodation (approximate retail value: \$1,500)

Retake

\$2,000 Cash prize

-Mobile filmmaking toolkit: (Treo + editing software, card reader, memory cards:

Approximate retail value: \$1,200)

-Travel to Los Angeles event + 2 nights accommodation (approximate retail value: \$1,500)

Trip must be taken on dates specified by Sponsor. If a winner cannot travel on the dates specified, the prize will be forfeited. All travel arrangements must be made through a travel agent selected by Sponsor. If a winner lives within a 200-mile radius of the hotel designated by Sponsor, prize will not include the air-transportation portion of the prize. Winner will be responsible for all gratuities, meals, beverages, ground transportation, taxes, and any other incidental costs or expenses not identified in these rules. All tickets and accommodations are subject to the vagaries of schedule variation, work stoppages, and schedule changes.

EACH WINNER MUST BE AWARE THAT USE OF THE TRAVEL PRIZE CAN BE HAZARDOUS AND CAN PRESENT UNUSUAL RISKS OF DEATH, SERIOUS ILLNESS AND INJURY, AND PROPERTY DAMAGE. EACH WINNER PARTICIPATES IN USE OF THE PRIZE WITH

KNOWLEDGE OF THE DANGER INVOLVED AND AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE.

Taxes: ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Sponsor reserves the right to withhold any taxes as required by applicable law. All prizes will be awarded (other than prizes withheld for tax purposes as required by applicable law) and are not transferable. No substitutions (including for cash) are permitted, except Sponsor reserves the right to substitute prizes of equal or greater monetary value to the prizes if for any reason any prize cannot be awarded as contemplated in these Official Rules. Winners will be required to supply a Social Security Number (or, in Canada, a Social Insurance Number, or, in the United Kingdom, a National Insurance Number) or Taxpayer ID prior to the award of any prize.

Notification of Winners. Winners will be attempted to be notified on or about October 6th, 2007. Winners will be notified by e-mail, phone and/or regular mail and must sign and return a declaration of eligibility and compliance with these Official Rules, a publicity/liability release (unless prohibited by law), and any other requested documents within the time period stipulated in the documents. Failure to comply with this requirement may result in disqualification. Any notification returned as undeliverable may result in disqualification. In the event of a dispute about the identity of an Entrant, entries will be declared submitted by the Authorized Account Holder of the e-mail address submitted at 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 or online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A 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 the winner.

Individuals may request the name of the winners by sending an e-mail to treofilm@palm.com or submitting a self-addressed, stamped, envelope before October 31st, 2007 to Treo Film Festival Promotion, Winners List Request, 950 West Maude Avenue, Sunnyvale, CA 94085-2801 U.S.A. Residents of Vermont, the United Kingdom and Canada may omit return postage.

Disclaimer and Limit of Liability: SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR ANY ENTRANT'S PARTICIPATION IN THE PROMOTION. SPONSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE PROMOTION, OR WINNING OR USE OF A PRIZE, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY

KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) THE DOWNLOADING OF ANY MATERIAL IN CONNECTION WITH THIS PROMOTION; OR (V) ANY OTHER CONDITION THAT MAY CAUSE THE PROMOTION TO BE DISRUPTED OR CORRUPTED. SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, TO SUSPEND OR CANCEL THE PROMOTION OR ALTER THE RULES FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IF AT ANY TIME A COMPUTER VIRUS, TECHNICAL PROBLEM, OR OTHER UNFORESEEABLE EVENT ALTERS OR CORRUPTS THE ADMINISTRATION OF THE PROMOTION.

Release: BY ENTERING THE PROMOTION, EACH ENTRANT RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS AND AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) THE FILM SUBMITTED BY ENTRANT; (II) ENTERING AND PARTICIPATING IN THE PROMOTION; AND/OR (III) ACCEPTING OR USING ANY PRIZE. HOWEVER NOTHING IN THESE OFFICIAL RULES SHALL LIMIT SPONSOR'S LIABILITY UNDER THE LAWS OF THE UNITED KINGDOM FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR ANY OTHER CATEGORY OF LIABILITY WHICH UNDER UK LAW CANNOT LAWFULLY BE LIMITED.

Governing Law. The Promotion and the rights and obligations of Sponsor and Entrants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County. The parties consent to the jurisdiction of the state courts of California and federal court located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion.

Privacy. Entrant information submitted as part of the registration process will be collected and treated in accordance with Sponsor's Privacy Policy, which can be found at <http://www.palm.com>.

Sponsor. Sponsor of the Promotion is Palm, Inc. ("Sponsor"), 950 West Maude Avenue, Sunnyvale, CA 94085-2801 U.S.A. All questions regarding the Promotion should be directed by e-mail to treofilm@palm.com.