

RULES & REGS – DRAFT3 (Jan. 21/10)

femMED Sweepstakes

“Menopause The Musical®” Tickets

Rules and Regulations

Please note that by participating, you authorize the Sponsor to use your name and other information contained in your entry materials on the Internet and elsewhere, including in publicity materials.

***Mandatory fields.**

NO PURCHASE NECESSARY TO ENTER/WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of Canada (excluding Quebec) aged 18 or older and the age of majority in their province/territory of residence. Begins 12:00:00 a.m. ET on February 2, 2010 and ends 11:59:59 p.m. ET on June 1, 2010. Enter online at www.femmed.com/menopause_musical.asp. Sweepstakes consists of 40 random drawings, each for two (2) tickets to attend *“Menopause The Musical®”* (Toronto {10 pairs of tickets}, Vancouver {5 pairs of tickets}, Edmonton {5 pairs of tickets}, Calgary {5 pairs of tickets}, Saskatoon {5 pairs of tickets}, Regina {5 pairs of tickets} and Winnipeg {5 pairs of tickets}) from among all eligible entries received during the Promotion Period.

For entry without purchase via regular mail: Mail a 3” x 5” postcard with your legibly-printed full name, complete address, telephone number, and e-mail address (if any) postage paid to the following address: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7. All mail-in materials for entry must be postmarked by June 1, 2010 and received by June 10, 2010. Odds depend on # of eligible entries received. 40 Prize packages are valued at \$109.70 CDN each (per pair of tickets). **Prize winners must travel to the appropriate city at their own expense - femMED will not provide transportation to or from the event.** Canadian residents must correctly answer a mathematical skill-testing question before being declared a winner. Subject to official rules available at www.femmed.com/menopause_musical.asp or by sending rules request with a self-addressed stamped envelope prior to the end of the sweepstakes to: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7. Void where prohibited. Sponsor: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7

RULES & REGS – DRAFT3 (Jan. 21/10)

femMED: “Menopause The Musical ®” SWEEPSTAKES OFFICIAL RULES

CONSUMER DISCLOSURE: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. You have not yet won a prize. There are 80 Prize Packs with each prize pack consisting of two (2) tickets valued at \$109.70 CDN to be used to attend the professional production of “Menopause The Musical®” on Sponsor-selected dates between approximately January 29, 2010, and July 30, 2010. The deadline for entering this promotion is 11:59:59 p.m. ET on June 1, 2010. Total ARV of all prizes: CAD\$4,388. Odds of winning depend on number of eligible entries received. SPONSOR: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7.

WINNER WILL BE REQUIRED TO EXECUTE A PRIZE ACCEPTANCE AGREEMENT AS MORE FULLY DETAILED BELOW.

BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The femMED “Menopause The Musical®” Sweepstakes (“Promotion”) sponsored by femMED (“Sponsor”) starts at 12:00:00am ET on February 1, 2010 and ends at 11:59:59pm ET on June 1, 2010 (“Promotion Period”).

1. TO ENTER: Enter one of two ways:

- A. TO ENTER ONLINE,** go to www.femmed.com/menopause_musical.asp, enter your contact information and hit “Submit”. Your submission will automatically qualify you for the entry into the draw for a pair of tickets in the city closest to your permanent address.

Limit one (1) entry per person either online or by mail during the Promotion Period unless additional entries are obtained through femMEDs Facebook link whereby the number of additional entries allowed will be determined by the number of friend referrals submitted. These submissions will automatically qualify you for the entry into the draw for a pair of tickets in the city closest to your permanent address. Calculations of entries will be determined by Sponsor and are final, binding and non-appealable. **Entries submitted by mail or on the Web Site must be RECEIVED by Sponsor no later than 11:59:59pm on June 1, 2010 or they will be void. Completed entries submitted by mail must be mailed no later than June 1, 2010 and RECEIVED by Sponsor no later than June 10, 2010 or they will be void.** The Sponsor’s database clock will be the official timekeeper for this Promotion.

B. TO ENTER VIA MAIL, send in a 3"x 5" postcard with your legibly-printed full name, company name, complete address, business telephone number and e-mail address (if any) to: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7. **You will be entered into the Drawing for the City closest to the entrant’s permanent address.** All free, mail-in entries must be postmarked by June 1, 2010 and received by June 10, 2010 or they will be void. You may enter for free and without registering only once during promotion period.

THE FOLLOWING APPLIES TO ALL ENTRIES, REGARDLESS OF ENTRY METHOD: No copied, forged, altered, or mechanically reproduced forms or entries or those generated by a macro, both, or other automated means (except forms or purchases submitted online or by fax according to these Official Rules) will be accepted. Entries made by any individual other than entrant or made by any entity, and/or originating at any other web site or fax number, including, without limitation, commercial sweepstakes subscription notification and/or entering services or sites, will be declared invalid and disqualified for this Promotion. Those who do not abide by these Official Rules, follow the instructions, or complete all of the required fields on the entry form or provide all the required information on postcard entries will be disqualified. All entries become property of Sponsor and will not be returned or acknowledged.

2. ELIGIBILITY: The Promotion is open only to legal residents of Canada (excluding Quebec) who are aged 18 years or older and the age of majority in the province/territory of residence. Entities are not eligible to enter. The Promotion is not open to employees of Sponsor, its affiliated companies, advertising agencies, and promotional partners, and

RULES & REGS – DRAFT3 (Jan. 21/10)

relatives of or those living in the same household as such employees. For the purpose of this Promotion, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. All federal, provincial, state and local laws and regulations apply. This Promotion is void where prohibited.

3. RANDOM DRAWING/ODDS: Forty (40) potential Prize winners will be selected in a random drawing on or about the following dates: draw 1: January 30, 2010, Draw 2: March 7, 2010, Draw 3: April 7, 2010, Draw 4: May 7, 2010, Draw 5: May 15, 2010, Draw 6: May 30, 2010, Draw 7: June 5, 2010, Draw 8: June 15, 2010, from among all eligible entries received during the Promotion Period. Odds of winning will depend on the number of eligible entries received during the Promotion Period. Limit one (1) prize per person. All drawings will be conducted by Sponsor's designated agent/representative, whose decisions are final, to determine the winner.

4. PROMOTION PRIZES:

PRIZES: Forty (40) Prize winners will be awarded two (2) tickets to attend one "*Menopause The Musical* ®" performance in the city closest to their residence, as per the following schedule:

- Toronto, February 10th, 2010
- Vancouver, June 15th, 2010
- Edmonton, June 24th, 2010
- Calgary, June 29th, 2010
- Saskatoon, July 6th, 2010
- Regina, July 9th, 2010
- Winnipeg, July 13th, 2010

Any costs over and above the cost of the 2 tickets will be the sole responsibility of the winner. The Prize winner is solely responsible for making any travel arrangements. Approximate retail value of the Prize ("ARV"): CAD\$109.70.

All prize details not specified herein will be made and determined in Sponsor's sole discretion. Winner's guest must be the age of majority in the guest's province of residence, unless winner is the guest's parent or legal guardian. Winner agrees that his/her guest must comply with Sponsor's and procedures and policies and must sign and return a release of liability and, where legal, a publicity release to Sponsor in the timeframe specified by Sponsor or prize may not be awarded. Once selected by winner, guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason.

THE FOLLOWING APPLIES TO ALL PRIZE PACKAGES: Performance schedules are subject to change without notice. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of cancellation/delay. Sponsor will not replace any lost, mutilated or stolen tickets. By entering this Promotion and accepting the prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Promotion- or prize-related activity. The winner understands and agrees that Sponsor or prize providers have the right, in their sole discretion, to disqualify and remove the winner or his/her guest from any activity at any time if the winner's or his/her guest's (if any) behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the prize providers.

THE FOLLOWING APPLIES TO ALL PRIZES AND WINNERS: All Prize details not specified herein will be determined in Sponsor's sole discretion. Prize winners will be informed that they may have won a prize in this Promotion (subject to Sponsor's verification procedures and requirement to comply with these Official Rules) by phone, mail, or e-mail (at Sponsor's sole discretion) on or about five (5) days after each Drawing. Potential Prize winners will be informed that they may have won a prize in this Promotion (subject to Sponsor's verification procedures) by phone, mail, or e-mail (at Sponsor's sole discretion). **If a potential winner is a Canadian resident, he/she must first correctly answer a mathematical skill-testing question before being declared a winner.** If a potential winner cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Sponsor in its sole discretion), or if any prize notification or Promotion-related communication is rejected, faulty or returned as undeliverable, or if the potential winner is Canadian and does not correctly answer the skill-testing question, that potential winner may be disqualified and an alternate winner may be selected. All federal, state, and local taxes as well as any expenses and incidental

RULES & REGS – DRAFT3 (Jan. 21/10)

costs not expressly stated as part of the prizes described above are the sole responsibility of the winners. The winners will be sent or provided an affidavit of eligibility and a liability/publicity release forms, which must be fully completed, signed, notarized (if required) and returned to Sponsor within ten (10) days of Sponsor sending the affidavit and forms (if applicable), or the prize may be deemed forfeited and an alternate winner may be selected in Sponsor's sole discretion. All prizes legitimately claimed will be awarded. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, cash redemptions, or prize substitutions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated number of prizes will be awarded.

5. GENERAL / DISCLAIMERS / RELEASES: The depiction of the prize in any advertising or promotional materials may not reflect the actual prize selected by the Prize winner. **EACH WINNER AGREES THAT EACH PRIZE IS PROVIDED AS-IS AND THAT SPONSOR, ITS PARENTS, DIVISIONS, SUBSIDIARIES, SHAREHOLDERS, PARTNERS, INTEREST HOLDERS, AFFILIATES, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "AFFILIATED PARTIES") MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF ANY PRIZE OR OF ANYTHING PURCHASED USING THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** As a condition of entry into the Promotion, each entrant consents and grants his or her permission to use his or her name, voice, likeness/image, biographical data, and/or any information contained in their entry for promotional advertising, publicity or trade purposes in any and all media worldwide (including, without limitation, on the internet) in perpetuity by Sponsor and the Affiliated Parties (defined below) without further compensation, notice, review, or approval, except where prohibited by law. By entering this Promotion, entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which are final on all matters relating to this Promotion, including interpretation of these Official Rules, entries, and awarding of the prizes. Failure to comply with these Official Rules may result in disqualification from this Promotion. Sponsor and the Affiliated Parties are not responsible and/or liable for any of the following, whether caused by Sponsor, an Affiliated party, the entrant, or by any of the equipment or programming associated with or utilized in this Promotion or by any human error: illegible, incomplete, late, lost, damaged, destroyed, incorrect, postage due, delayed, mutilated or misdirected entries, correspondence, faxes, messages, or mail; any computer, telephone, satellite, network, electronic or Internet hardware or software malfunctions; viruses or technical or mechanical malfunctions; lost or unavailable network connections' or failed, incorrect, incomplete, inaccurate, delayed, or garbled or jumbled transmissions or communications; lack of Internet or Web Site accessibility or availability; traffic congestion or unauthorized human intervention; any damage to user's system occasioned by participating in the Promotion or downloading any necessary information; or any errors, typos, or misprints in these Official Rules, in any Promotion-related advertisements, or other materials. Sponsor and Affiliated Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Sponsor and Affiliated Parties are not responsible, and may disqualify you, if your e-mail address does not work or if it is changed without prior written notice to Sponsor. **BY PARTICIPATING IN THIS PROMOTION, EACH ENTRANT RELEASES, HOLDS HARMLESS AND AGREES TO INDEMNIFY AND FOREVER DISCHARGE SPONSOR AND THE AFFILIATED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER WITH RESPECT TO OR IN ANY WAY ARISING FROM OR RELATED TO PARTICIPATION IN THIS PROMOTION AND/OR ACCEPTANCE, USE, OR MISUSE OF ANY PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, DAMAGE, LOSS, DEATH, OR ACCIDENT TO PERSON OR PROPERTY, ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, OR ADDITIONAL EXPENSES, OMISSIONS, DELAYS, RE-ROUTING OR OTHER INTERRUPTIONS RESULTING FROM OR DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, ACTS OF GOVERNMENT OR AUTHORITY OR ACTS OF TERRORISM. PRIZE WINNERS ACKNOWLEDGE THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER GUEST RELATED TO ANY PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE GUEST'S USE OF THE PRIZE.** Sponsor reserves the right, at its sole discretion, to disqualify and void entries of any individual it finds, in its sole discretion, to be tampering with the entry process, impairing the administration, security, fairness, or proper play of this Promotion, or otherwise failing to abide by these Official Rules. If the Promotion is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion. Participants further agree to not knowingly damage or cause interruption of the Promotion and/or prevent others from using the Promotion. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these official rules in

RULES & REGS – DRAFT3 (Jan. 21/10)

an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), the discrepancy will be resolved in Sponsor's sole discretion. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner's name may have been shown or announced on the Web Site or elsewhere. In the event of a dispute concerning who submitted an entry via the Internet, the entry (provided it is otherwise eligible in accordance with these Official Rules) will be declared to have been made by the authorized account holder of the e-mail address submitted at time of entry. An 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. Potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the potentially winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. **CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTION VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

6. DISPUTES: Except where prohibited, as a condition of participating in this Promotion, each entrant agrees that any and all disputes that cannot be resolved between the entrant and the Sponsor or any Affiliated Party, claims and causes of action arising out of or connected with this Promotion, or a prize awarded, or the determination of a winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including legal fees, other than entrant's actual out-pocket expenses (if any), not to exceed two hundred fifty dollars (\$250), and entrant further waives all rights to have damages multiplied or increased.

7. WINNERS' NAMES/OFFICIAL RULES REQUESTS: For a list of winners, send a stamped, self-addressed envelope to the address below. Winner's list will be available after approximately June 30, 2010, and before December 31, 2010. Winners will also be posted on the web site at www.femmed.com after approximately June 30, 2010. For a copy of these Official Rules, print out these pages or send a legal-size, self-addressed, stamped envelope before the end of the Promotion Period to the address below:

For Canadian residents' requests:

femMED
64 Bakersfield Street
Toronto, Ontario
M3J 2W7
Canada

8. SPONSOR: femMED 64 Bakersfield Street, Toronto, Ontario, Canada M3J 2W7