

**FEE SCHEDULE SURVEY 2008  
GIVEAWAY OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT IMPROVE  
THE CHANCES OF WINNING.  
VOID WHERE PROHIBITED BY LAW.**

1. **General Conditions.** The Fee Schedule Survey 2008 Giveaway (the “**Giveaway**”) is sponsored by CMP Healthcare Media LLC (“**Sponsor**”). Sponsor has retained surveymonkey.com (“**Survey Administrator**”) to administer certain aspects of the Giveaway. The Giveaway is governed by these Official Rules (these “**Rules**”) and the laws of the State of New York and applicable United States federal law, without regard to any conflicts of laws principles. The Giveaway is void where prohibited or restricted by law. By entering the Giveaway, entering individuals (each an “**Entrant**”) agree to abide by the terms of these Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Giveaway. The Giveaway is being run in connection with Survey Administrator’s website at [www.surveymonkey.com](http://www.surveymonkey.com) (the “**Survey Administrator Site**”) and is therefore also governed by Survey Administrator's Terms of Use and Privacy Statement, as well as other policies pertaining to the Survey Administrator Site (collectively, the “**Policies**”), although these Rules will govern any conflict between any of the Policies and these Rules. The Policies may be viewed on the Survey Administrator Site.
2. **Who Can Enter.** The Giveaway is open to any natural person who is a legal resident of the 50 United States, including the District of Columbia (but excluding Puerto Rico) or Canada (excluding Quebec) and is eighteen (18) years of age or older at the time of entry. Officers, directors, and employees of Sponsor, Survey Administrator, or their respective parents, subsidiaries, affiliates, divisions, or agents (including without limitation advertising and promotion agencies), as well as their immediate families and household members, are NOT eligible to participate in the Giveaway or win a prize.
3. **How to Enter.** Potential Entrants may enter the Giveaway by completing and submitting the applicable online Fee Schedule Survey (the “**Survey**”) accessible at either [http://www.surveymonkey.com/s.aspx?sm=xEIP2YkJx2FMRy4LqBuFVw\\_3d\\_3d](http://www.surveymonkey.com/s.aspx?sm=xEIP2YkJx2FMRy4LqBuFVw_3d_3d).
4. **Entry Deadline.** Potential Entrants may enter the Giveaway beginning on April 1, 2008. Online entries must be submitted on or before 5:00 PM E.T. on September 30, 2008. Only one (1) entry per individual may be submitted. Late, incomplete, computer-generated script, or other automated entries are not eligible and are void. Sponsor and Survey Administrator are not responsible for network, modem, or other equipment failures, or for incomplete, garbled, or delayed entries, however caused.
5. **Prize.** One (1) winner will receive a Visa® gift card with a stated value of \$500.00 (the “**Prize**”). The Prize is not exchangeable, transferable, or redeemable for cash. Sponsor reserves the right to substitute for the Prize one or more items of equal or greater value. Because the Prize is a gift card, acceptance and use of the prizes are subject to all eligibility criteria, expiration dates, service or dormancy fees, and all other terms and conditions (if any) imposed

by the issuer of the Prize. Neither Sponsor, Survey Administrator, nor any of their respective parents, subsidiaries, or affiliates is the issuer of the Prize, and none of them are responsible for establishing those terms and conditions, for disclosing or explaining any of those terms and conditions to Entrants, or for the winner's failure to comply with any of them. If the winner does not comply with all of those terms and conditions, the winner may not be able to obtain the maximum value, or any value, from the Prize. The winner is solely responsible for the reporting and payment of any federal, state, provincial, local, VAT, and other taxes, fees, customs, duties, insurance, or other amounts owed on the Prize or any other liabilities incurred in connection with the Giveaway (other than standard fees associated with mailing the Prize to the winner's address, for which Sponsor will be responsible). For purposes of compliance with tax regulations, the winner must provide his or her Social Security number or taxpayer identification number to claim the Prize. Only the winner will need to provide this information.

6. **Prize Drawing; Odds of Winning.** On or around November 6, 2008, a representative of Sponsor will randomly select one (1) winner from the pool of eligible entries received. The odds of winning depend on the number of eligible entries received.

7. **Winner Notification and Prize Claim.** The winner will be notified via e-mail sent to the address specified in the winner's entry on or around November 10, 2008. The winner will be required to respond to the e-mail to acknowledge winner's desire to receive the Prize, and winner may be required to (a) provide his or her full mailing address for the purpose of receiving the Prize, which address must be within the United States (excluding Puerto Rico) or Canada (excluding Quebec), (b) verify his or her social security number or taxpayer identification number, (c) sign and return a release of liability, declaration of eligibility, and where lawful, a publicity release, upon Sponsor's request, and (d) take possession of the Prize in the manner specified by Sponsor. In addition, in order to win the Prize, residents of Canada may be required to answer correctly a time-limited mathematical skill-testing question to be administered via telephone. If (i) Sponsor does not receive the winner's complete response within the time specified in the Prize notification, (ii) the Prize notification is returned as undeliverable, (iii) the winner fails to sign and return any required documents according to Sponsor's instructions, (iv) the winner otherwise fails to claim or take possession of the Prize properly, (v) the winner is determined to be ineligible, or (vi) a Canadian resident winner does not correctly answer the required question, then the Prize will be awarded to a replacement winner drawn at random from the pool of remaining eligible entries. The replacement winner will need to satisfy all of the requirements of these Rules. This process will be repeated until the Prize is awarded. It is the sole responsibility of each Entrant to notify Sponsor of any change in e-mail address. In the event of a dispute regarding who submitted a winning entry, the entry will be deemed submitted by the Authorized Account Holder of the e-mail account specified in the entry. "**Authorized Account Holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the e-mail address. The 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 winning entry.

8. **Disqualification.** Sponsor reserves the right, at its sole discretion, to disqualify any Entrant that Sponsor or Survey Administrator determines (a) has tampered with the entry process or the operation of the Giveaway or the Survey Administrator Site, (b) has acted in an

unsportsmanlike or disruptive manner, or with intent to annoy or harass Sponsor, Survey Administrator, other Entrants, or any other person or entity, (c) has not satisfied all of the requirements for entry in the Giveaway, or (d) to be otherwise ineligible under, or otherwise in violation of, these Rules or the Policies. Any attempt by an Entrant to commit any of the acts of misconduct set forth in this section may be a violation of civil and criminal law and Sponsor reserves the right to seek damages from such Entrant to the fullest extent permitted by law.

9. **Termination.** Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Giveaway at any time for any reason, including but not limited to as a result of fraud, financial or administrative difficulties, a technical problem (such as a computer virus/bug), or unauthorized intervention that corrupts the administration, security, fairness, integrity, or proper functioning of the Giveaway. Should the Giveaway ever be terminated prior to awarding of the Prize, the Sponsor will announce an alternate means for awarding the Prize.

10. **Representations.** By entering the Giveaway, each Entrant represents and warrants to Sponsor that: (a) the Entrant meets all eligibility requirements of the Giveaway (including, without limitation, that Entrant is at least eighteen (18) years of age); (b) in entering the Giveaway, the Entrant will comply in all respects with these Rules, the Policies, and all applicable statutes, orders, regulations, and other laws; and (c) the information provided in the Entrant's entry, including without limitation the e-mail address and all other contact information, is true, accurate, and complete in all respects.

11. **Limits of Liability; Release.** By entering the Giveaway, each Entrant agrees that Sponsor, Survey Administrator, any manufacturer or supplier of any Prize, and any other persons or entities involved in the administration of the Giveaway, will not have any responsibility whatsoever for losses or damages of any kind that result from entry or participation in the Giveaway or the acceptance, possession, or use of any Prize. To the maximum extent permitted by law, by entering the Giveaway, each Entrant releases and holds harmless Sponsor, Survey Administrator, any Prize manufacturers and suppliers, any other entities involved in the administration of the Contest, each of their respective parents, subsidiaries, affiliates, and divisions, and each of their respective officers, directors, employees, and agents (including but not limited to advertising and promotion agencies) from any and all losses, damages (including but not limited to direct, indirect, incidental, consequential, punitive, statutory or other damages), costs, and liabilities of any kind arising out of or in connection with: (a) the Giveaway; (b) any violation by Entrant of these Rules, the Policies, or applicable laws; (c) the acceptance, possession, receipt, or use of any Prize; (d) any incorrect, incomplete, or inaccurate information caused by any technical, human, or other errors that may occur in the operation of the Giveaway, including without limitation any printing or typographical errors in any Giveaway materials; (e) any technical malfunctions (errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) or unavailability of any computer, on-line system, network, telephone, modem, facsimile machine, server, or other communications equipment or provider, including but not limited to any e-mail transmission failure (proof of transmission does not constitute proof of delivery); (f) any stolen, misdirected, incomplete, illegible, improperly transmitted, lost, late, ineligible, non-conforming, or damaged entries, notices, forms, or other correspondence; (g) any failure of any postal or delivery service; or (h) any conditions arising from events beyond Sponsor's reasonable control. Without limiting the generality of the foregoing, neither Sponsor nor any of the other aforementioned parties shall be liable for any special, incidental, indirect,

punitive, exemplary, or consequential damages arising out of the Giveaway, howsoever caused, whether arising in statute, tort, contract, or other legal theory, and regardless of whether such party was advised of the possibility of such damages, and all such damages are hereby disclaimed and excluded. THE PRIZE IS GIVEN AWAY BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12. **Use of Data.** Sponsor reserves the right to use any information related to the Giveaway, including information on Entrants obtained through the registration for the Giveaway, in any manner permitted by these Rules or the Policies. Each Entrant acknowledges and agrees that all entry data become the property of Sponsor and will not be returned. By entering the Giveaway, each Entrant grants to Sponsor the right to use and publish Entrant's name, state of residence, and any other information in the winning entry both online and in print, in connection with the Giveaway, without additional compensation, except to the extent prohibited by law. By accepting the Prize, the winner acknowledges and agrees to the use by Sponsor, without additional compensation, of his or her name, likeness, photograph, voice, and biographical material for Sponsor's advertising, marketing, promotion and other purposes, except to the extent prohibited by law.

13. **No Endorsement.** Nothing contained in these Rules or in any of the Giveaway materials should be construed as an endorsement by Sponsor of any Prize manufacturers or suppliers or any other third party, product, or service.

14. **Winner's List.** To obtain a copy of the winner's list, available after the drawing date, send a written request, along with a stamped, self-addressed envelope, to: Winner's List – Fee Schedule Survey 2008 Giveaway, CMP Healthcare Media LLC, 330 Boston Post Road, Darien, Connecticut 06820, Attention: Amy Erdman. Requests must be received by July 1, 2008. Questions regarding the Giveaway may be directed to: Amy.Erdman@cmpmedica.com, with subject line "Fee Schedule Survey 2008 Giveaway." Sponsor's telephone number is 203-662-6541.

15. **Intellectual Property.** These Rules and all other Giveaway-related materials are protected by Sponsor's copyrights. Copying or unauthorized use of any copyrighted materials, trademarks or any other intellectual property without the express written consent of the owner is strictly prohibited.

16. **Miscellaneous.** Any dispute between Sponsor and/or Survey Administrator, on the one hand, and an Entrant, on the other, arising out of or relating to these Rules, the Giveaway, or the Prize must be brought exclusively in the state courts located in New York, New York, and Sponsor, Survey Administrator, and each Entrant irrevocably waive any objection to the venue and jurisdiction of such courts or to the convenience of the forum. If any part of these Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable

while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Rules will remain in full force and effect.

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