

OFFICIAL RULES

EMPATHICA INC. CUSTOMER SATISFACTION SURVEY SWEEPSTAKES (the "Sweepstakes")

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

ELIGIBILITY

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, CANADA, UNITED KINGDOM, THE REPUBLIC OF IRELAND, GERMANY, DENMARK, HONDURAS, AND THE REPUBLIC OF KOREA, WHO ARE OVER THE AGE OF MAJORITY IN THE UNITED STATES, CANADA AND HONDURAS, OVER THE AGE OF 16 YEARS IN THE UNITED KINGDOM, OVER THE AGE OF 18 YEARS IN THE REPUBLIC OF IRELAND, GERMANY AND DENMARK, AND OVER THE AGE OF 20 YEARS IN THE REPUBLIC OF KOREA.

You are not eligible if, during the Sweepstakes period you are (or you live with) or your immediate family member (parent, child, sibling and spouse of any of the foregoing) is an employee, representative, or agent of the Sponsor or any of its subsidiaries, licensees or affiliates.

Except in Germany: By entering, entrants agree that the Sponsor or its clients shall not bear any liability for, and entrants agree to release, indemnify and hold Sponsor harmless from any injuries, losses, damages, claims, actions and any liability of any kind resulting from participation. Void where prohibited or restricted by law.

THE SPONSOR

The Sweepstakes Sponsor (hereinafter referred to as the "Sponsor") is:

Empathica Inc.
2121 Argentia Rd., Suite 200
Mississauga, Ontario, Canada
L5N 2X4

THE PRIZES

If eligible for the Daily Prize, one (1) prize per day of either USD\$1,000, CAD\$1,000, £1,000, DKK 8000 or €1,000 will be available to be won and will be awarded in the currency of the winner's country of residence (or in US\$ in Republic of Korea and Honduras) paid in the form of a cheque or money order. If eligible for the Instant Prize, one (1) prize per day of an 8GB iPod Nano will be available to be won. The Sponsor reserves the right to substitute this 8GB iPod Nano for an iPod of equal or greater value or a gift certificate with a value of \$225.00, redeemable at Apple.com or at any participating Apple store location. iPod Nano is a trademark of Apple Inc.

Apple is neither a participant in nor a sponsor of this promotion. **Note that not all of Sponsor's clients' survey responses are eligible for Daily or Instant prizes. Check your invitation or the client website for details as to whether you are eligible.**

The prizes are not transferable and must be accepted as awarded. All taxes are the responsibility of the winner.

HOW TO ENTER

There will be a series of distinct and separate Sweepstakes conducted each and every day during the month of May 2012, with each Sweepstakes lasting one (1) day, beginning at 12:00:01 a.m. ET (GMT -5 hours) and ending at 11:59:59 p.m. ET (GMT -5 hours). The initial Sweepstakes shall begin at 12:00:01 a.m. ET (GMT-5 hours) on the first day of the month ("Sweepstakes Start"), and the final Sweepstakes shall end at 11:59:59 p.m. ET (GMT-5 hours) on the last day of the month ("Sweepstakes End").

To enter by completing a survey, you must be invited by a participating client of the Sponsor by being given a survey response card at a participating location, by receiving an invitation on a cash register receipt at a participating location or by receiving an electronic or email-based invitation (together the "Invitation") during the relevant Sweepstakes period. The entrant must comply with any and all client-specific rules and regulations as outlined on the survey invitation (example: time to complete survey restrictions).

To complete the survey at the Website, enter the certificate number found on your Invitation (including any letters). Complete the survey within the designated selection fields marked within the on-line Sweepstakes form. All areas marked with an asterisk ("*") must be filled out prior to submitting your form. To complete the Telephone or CATI surveys, respond to the recorded prompts. To complete the SMS survey, text your answer(s) to the number provided in the Invitation instructions.

No purchase or survey completion is required to enter or win.

Unless prohibited by the social media host's rules, depending on your country of residence, you can enter for the Daily Prize through the Sponsor's GoRecommend application (NOTE: this application resides both externally at a client-specific URL and on the Facebook platform). To enter by using GoRecommend, you must be invited by a participating client of the Sponsor at the end of the client's survey, by receiving an invitation at a participating location or by an electronic or email-based invitation (together the "Invitation") during the relevant Sweepstakes period. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are completely released from each entrant or participant in this Sweepstakes. Any GoRecommend submission does not have to be posted to the entrant's Facebook page or Twitter page or sent by email in order to be entered into the sweepstakes. Any questions, comments or complaints regarding the Sweepstakes will not be directed to Facebook, but to support@gorecommend.ca .

To enter by mail, with no purchase necessary, please hand-write the following sentence "Please enter me in the Empathica Inc. Customer Satisfaction Survey Sweepstakes for a chance to win great prizes" on a sheet of paper on which you have hand-printed your first name, last name, home telephone number, full address (no PO Boxes accepted), email address, and the name of a participating Client and mail it to:

May Mail-In Entry
c/o EMPATHICA INC. CUSTOMER SATISFACTION SURVEY SWEEPSTAKES c/o Name of Participating Client
511 Avenue of the Americas, #40
New York, NY
10011

-or-

May Mail-In Entry
c/o EMPATHICA INC. CUSTOMER SATISFACTION SURVEY SWEEPSTAKES
c/o Name of Participating Client
2121 Argentia Rd., Suite 200
Mississauga, Ontario, Canada
L5N 2X4

-or-

May Mail-In Entry
c/o EMPATHICA INC. CUSTOMER SATISFACTION SURVEY SWEEPSTAKES
c/o Name of Participating Client
One Victoria Square
Birmingham, UK
B1 1DB

Each survey completed on the Website and mail-in entry shall receive ten (10) entries to the draw. Each mail-in entry will be entered in a drawing as soon as practical after the time of receipt. Each completed Telephone, SMS or CATI entry shall receive one (1) entry into the draw.

Unselected entries will not be eligible for subsequent draws.

All surveys and information become the property of the Sponsor and will not be returned. Postal, post and/or ZIP codes will be used by the Sponsor for customer mapping purposes. In the event of a dispute, the entrant will be the person whose name was entered in the appropriate area within the survey.

For purposes of the Sweepstakes, each person, unique e-mail address, phone number or mail-in request is restricted to a maximum of one (1) survey completion (or mail-in entry) and one (1) GoRecommend submission per day. In addition, a maximum of one (1) Instant Prize and one (1) Daily Prize will be awarded per person per 90 days. Any excess survey completions or mail-in entries will be deleted for purposes of the Sweepstakes.

All entries must be received by the Sponsor on or before the Sweepstakes End to be eligible for a prize in that Sweepstakes period. Any mail-in entries post-marked on or before the Sweepstakes End, but not received before the Sweepstakes End, will be included in the subsequent Sweepstakes, if similar and applicable. Any mail-in entries not post-marked on or before the Sweepstakes End will be ineligible.

THE DAILY PRIZE DRAWS AND INSTANT PRIZE WINNER DETERMINATION

Random drawings for the Daily Prizes will be held monthly at the office of the Sponsor in Mississauga, Ontario, Canada at 2PM ET (GMT -5 hours). The random drawings for the Daily Prizes will take place on the tenth (10th) business day following the Sweepstakes End. For those applicable, the Instant Prizes will be awarded by randomly selecting a time for each day. The eligible person who enters the Sweepstakes by completing the survey on the website (including mail-in entries) first after the randomly selected time will be eligible for the Instant Prize that day. .In certain jurisdictions, such person must also

correctly answer a mathematical skill-testing question prior to awarding of prize. If a selected entrant chooses not to accept the prize, or is otherwise disqualified from winning the prize, the prize will be deemed to be forfeited and no substitution or other compensation will be awarded and no alternate winner will be selected.

The selected entrant(s) will be contacted by telephone or email within 10 days of selection, and must sign and return (within 10 days of receipt) a declaration and release of liability or (in Germany) a consent and declaration. If the selected entrant does not correctly answer the skill-testing question (if required on declaration and release of liability form applicable for their jurisdiction), does not comply with the Sweepstakes Rules or cannot be contacted by telephone or email within 10 days of being contacted by telephone or email, that entrant will be disqualified and no alternate winner will be selected. The prize will be sent to the winner within 8-10 weeks of receipt of the declaration and release of liability or (in Germany) the consent and declaration. All taxes on prize are the responsibility of the winner.

Puerto Rico ("PR") residents only: If the potential winner is a resident of Puerto Rico, he/she will be contacted by certified mail (return receipt requested) and will be required to execute and return (within 30 days of date of receipt) an affidavit of eligibility and release of liability and a publicity release. If said PR potential winner is not otherwise compliant with these Official Rules or does not return the above required completed documents within 30 days of the date of receipt, such PR potential winner will be disqualified and, at Sponsor's discretion, an alternate winner will be randomly selected for the Daily Sweepstakes at issue.

CHANCES OF WINNING

The chances of winning the prize depend on the number of eligible entries received and the number of the Sponsor's client companies that are participating in the Sweepstakes.

OTHER RULES

By entering, contestants agree to abide by these Official Rules and all decisions of the Sponsor will be final and binding on all entrants. This Sweepstakes is subject to all applicable Federal/National, State/Provincial and Municipal Laws.

Except in Germany: By entering, entrants agree that the Sponsor or its clients shall not bear any liability for (a) entries which are lost, postage-due, stolen, illegible, incomplete (or otherwise improperly completed), delayed or destroyed (including, in the case of on-line entries, as a result of failure of the website or technical problems or traffic congestion on the Internet), (b) the loss, theft or misuse of the prize, or (c) any property damage or, except where prohibited by law, personal injury in any way attributable to this Sweepstakes or the prize (including, in the case of on-line entries, injury or damage to any telephone network or lines, on-line systems, servers, access providers, computer equipment or software) or resulting from downloading any material from the Sweepstakes website.

No correspondence will be entered into except with the selected entrant who qualifies to win a prize. By entering, a winner grants the Sponsor and its clients the right to use the winner's name, address, comments and/or likeness, without further compensation, in any advertising or publicity, except in Denmark and where prohibited. All entries become the property of the Sponsor who assumes no responsibility for lost, stolen, delayed, damaged or misdirected entries or for any failure of the website during the promotional period, for any problems or technical malfunction of any telephone network or

lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. The Sponsor reserves the right, in its sole discretion, subject to the approval of the RACJ in Quebec, to cancel, modify or suspend the entry form download portion of this Sweepstakes should a virus, bug or other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Sweepstakes. In the event of cancellation, termination or suspension, at its discretion, Sponsor shall select winner from eligible, non-suspect entries received prior to event requiring such cancellation, termination or suspension.

Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Surveys obtained through fraudulent means or through an abuse of the Sweepstakes or any surveys that are in any way tampered with, forged, mutilated, illegible, incomplete or mechanically reproduced may be disqualified at the sole discretion of the Sponsor.

In the event that, due to a printing, production or other error, more than the advertised number of prizes is claimed, there will be a random draw conducted amongst all eligible prize claimants to award the correct number of prizes after the Sweepstakes End.

Except as provided herein, the personal information you are providing to enter this Sweepstakes will be used only to administer this Sweepstakes unless you indicate that you would be willing to participate in future surveys or receive future offers from participating clients. Unless otherwise indicated, the responses to the survey questions that you provide will be used by the Sponsor and the client company for which the survey is conducted in an aggregated manner only and will not be linked to your personal information. For more information about the Sponsor's commitment to your privacy, please contact the Sponsor's privacy policy online at www.empathica.com or contact the Sponsor directly by phone at 1-(888) 633-1633.

The Sponsor reserves the right, subject to applicable law, to terminate the Sweepstakes at any time. For Sweepstakes participants residing in Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling and any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

For the names of the winners, send a self addressed envelope to EMPATHICA INC. CUSTOMER SATISFACTION SURVEY SWEEPSTAKES c/o Empathica Inc., 2121 Argentia Rd., Suite 200, Mississauga, Ontario, Canada, L5N 2X4 within thirty (30) days of the Sweepstakes End. You must specify the applicable Prize for which you are requesting a winner's list. The winner list will be sent after the prize has been awarded.