

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA
AND IS GOVERNED BY CANADIAN LAW**

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The *ADP HR Appreciation Day* Contest (the “**Contest**”) begins on September 23, 2020 at 9 a.m. Eastern Time (“**ET**”) and ends on November 13, 2020 at 9 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY TO MAKE A NOMINATION AND BE NOMINATED:

Participation in the Contest is open only to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of ADP Canada Co. (the “**Sponsor**”), its affiliated entities, prize suppliers, advertising/promotion agencies, and any other individual or entity involved in the development, production, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”). Further, public officials and employees of government entities are also not eligible to participate in the Contest.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

To make a nomination (a “**Nomination**”), an eligible individual (a “**Nominator**”) must visit www.HRAppreciation.com (the “**Website**”) during the Contest Period and follow the on-screen prompts to provide all required information – including, but not limited to, the name and contact information of an HR professional who works for the same organization as the Nominator and also meets the eligibility requirements specified in Rule 2 (a “**Nominee**”).

The Nominee will then be sent a one-time email inviting them to participate in the Contest. This email will indicate that it has been sent on the Nominator’s behalf and will identify the Nominator. If the Nominee clicks “**Accept Nomination**” in the email, then the Nominee will be eligible to earn one (1) entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest. If the Nominee fails to accept the Nomination as outlined above for any reason, then the Nominee will not earn an Entry.

**FOR THE AVOIDANCE OF ANY DOUBT, THE NOMINATOR IS NOT THE ENTRANT AND HAS NO RIGHT TO CLAIM ANY PRIZE OR A PORTION THEREOF. THE ENTRANT IN THIS CONTEST IS THE NOMINEE ONLY.
IMPORTANT NOMINATION RULES:**

- An eligible Nominator cannot complete a Nomination for themselves.
- A maximum of one (1) Nominee can be identified in a Nomination.
- **There is a limit of one (1) Nomination per Nominee.** In the case of multiple Nominations for the same Nominee, only the first such eligible Nomination will be counted.
- There is no limit to the number of Nominations an eligible Nominator can make – provided each Nomination is for a different eligible Nominee in accordance with these Rules.
- An eligible Nominator may only provide information in relation to a Nominee if the Nominator has received permission from that person to provide his/her information within the Nomination;
- An eligible Nominator may only provide information in relation to a Nominee: (i) with whom the Nominator has had direct voluntary two way communications, and with whom it is reasonable to conclude has a personal relationship with the Nominee considering shared interests, experiences, opinions and other relevant factors; or (ii) to whom the Nominator is related by marriage, a common-law partnership, or parent-child relationship, and with whom the Nominator has had direct voluntary two way communications;
- The information of the Nominee will not be added to any direct marketing list or used in any direct marketing programs without his/her consent;
- The Nominator and/or the Nominee may withdraw consent to use his/her personal information at any time; and
- If either the Nominator and/or the Nominee has any questions, please contact Sponsor’s privacy officer by sending an email to privacy@adp.com, or writing to 3250 Bloor Street West, 16th Floor, Etobicoke, Ontario, M8X 2X9, Attention: Legal Department.

To be eligible, all content and materials associated with any Nomination you submit (collectively, the “**Nomination Materials**”) must: (i) be submitted and received in accordance with these Rules; (ii) include all required information; and (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per Nominee. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries, Nominations and/or Nomination Materials (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, the associated Nomination and any related Nomination Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Nomination Materials associated with the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Entries, Nominations, Nomination Materials, Nominators and Nominees are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying any individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Nomination, Nomination Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) of the Sponsor.

7. SUBMISSION REQUIREMENTS:

BY SUBMITTING A NOMINATION, YOU AGREE THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY NOMINATION MATERIALS; (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; AND (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each Nominator hereby warrants and represents that any Nomination Materials he/she submits:

- i. are original to him/her and that the Nominator has obtained all necessary rights in and to the Nomination Materials for the purposes of entering such Nomination Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. will not contain, include, discuss or involve, without limitation, any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

8. PRIZE:

There will be a total of one (1) Prize (the “**Prize**”) available to be won. The Prize consists of a **\$1500 CAD** Marriott GiftCard. The Marriott GiftCard is subject to the terms and conditions of the issuer (“**Marriott GiftCard Terms and Conditions**”). For complete Terms and Conditions, visit <https://gifts.marriott.com/terms.html>. If for any reason whatsoever the confirmed winning Nominee incurs any costs in utilizing the Prize or otherwise that exceed \$1500.00 CAD, then the confirmed winning Nominee will be solely responsible for all such costs. If for any reason whatsoever the confirmed winning Nominee does not utilize the maximum amount of \$1500.00 CAD, then under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded.

Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

Sponsor agrees to respect any policy of a third party entity that employs the confirmed winning Nominee with respect to the awarding of prizes by suppliers. The confirmed winning Nominee is solely responsible for the reporting and payment of any taxes relating to the Prize. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winning Nominee understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

9. ELIGIBLE WINNER SELECTION PROCESS:

On November 16, 2020 (the “**Selection Date**”) in Toronto, ON at approximately 11 a.m. ET, one (1) eligible Nominee will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules. **For the avoidance of any doubt, the Nominator who made the Nomination does not win anything in this Contest.**

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winning Nominee within ten (10) business days of the Selection Date. If the eligible winning Nominee cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate the eligible Nominee for the Prize from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winning Nominee).

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS THE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winning Nominee will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within ten (10) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of his/her Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city/province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the eligible winning Nominee: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate the eligible Nominee for the Prize from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winning Nominee).

12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all participants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Nomination, Nomination Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.adp.ca/en-ca/privacy.aspx>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant, Entry, Nomination, Nomination Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

FOR QUEBEC RESIDENTS ONLY: 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. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.