

# 2015/2016 ADP Small Business Grant Contest

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. Information is being provided to the sponsor (defined below), not to Facebook, Inc. Any questions, comments or complaints regarding the contest must be directed to the sponsor and not to Facebook, Inc. Your participation in this contest must at all times comply with all applicable Facebook terms of service. In the event of any violation of such terms of service, the sponsor may, in its sole and absolute discretion, disqualify you from the contest.

## Official Rules and Regulations

The "ADP Small Business Grant" Contest (the "**Contest**") is sponsored by ADP Canada Co. ("**ADP**" or the "**Sponsor**") in an effort to recognize the contributions Canadian small businesses ("**Small Business(es)**" or "**you**") are making to the economy and as a commitment to help Small Businesses continue to succeed. The Contest offers eligible Small Businesses the chance to win a cash Prize of \$10,000 and a waiver of ADP's standard payroll processing fee for one (1) year of payroll processing services from ADP, up to a maximum value of \$3,500\*.

## Contest Period and Voting Periods

Contest Entries (as defined herein) will be accepted only during the Contest Period (the "**Contest Period**"), which runs from October 1, 2015 at 12:00:01 AM EST to March 31, 2016 at 11:59:59 PM EST (the "**Contest Close Date**"). To be eligible, your Contest Entry (as defined herein) must be submitted and received within the Contest Period.

The Voting Period consists of six (6) separate Voting Periods (each a "**Voting Period**"). The Voting Periods are as follows (Note: Each Voting Period starts on the first day at 12:00:01 AM EST and ends on the last day at 11:59:59 PM EST):

- November 1, 2015 to November 30, 2015 ("**Voting Period 1**");
- December 1, 2015 to December 31, 2015 ("**Voting Period 2**");
- January 1, 2016 to January 31, 2016 ("**Voting Period 3**");
- February 1, 2016 to February 28, 2016 ("**Voting Period 4**");
- March 1, 2016 to March 31, 2016 ("**Voting Period 5**"); and
- April 1, 2016 to April 30, 2016 ("**Voting Period 6**")

This Voting portion of this Contest takes place on Facebook, and requires you to have a valid Facebook account to enter. If you do not have a Facebook account, visit [www.facebook.com](http://www.facebook.com) and follow the online instructions to register for a free Facebook account, **and accept the Connect application upon sign-up**.

## Prizes

For each of the six (6) Voting Periods, there will be one (1) prize (the "**Prize**") available to be won, which consists of:

- One (1) cash award of \$10,000 (payable in the form of a cheque to the winning Small Business); and
- Waiver of ADP's standard payroll processing fee for one (1) year of payroll processing services from ADP up to a maximum value of \$3,500\*

\* To be eligible to receive this portion of the Prize, the Small Business must choose to use ADP's services (if it doesn't do so already), agree to enter into ADP's standard form services agreement, and must commence payroll processing services within ninety (90) days of being declared a Prize Winner. Waived fees apply to ADP's standard payroll processing fee only. Additional fees and charges may apply. Payroll processing fees will be charged by ADP and credited back to the winner on the date of the winner's next payroll processing.

Each Prize in this Contest must be accepted as described in these Official Rules and Regulations (the “**Rules**”) and cannot be transferred, assigned, changed, or substituted for another Prize, except at the Sponsor’s sole and absolute discretion. The Sponsor reserves the right to substitute any Prize with a prize or prizes of equal or greater value in the event that, for reasons beyond its control, the Sponsor is unable to award the Prize as described in these Rules, or for any other reason. A Prize will not be awarded unless and until such time as all requirements set-out in these Rules have been fulfilled to the Sponsor’s satisfaction. **There is an overall limit one (1) Prize per Small Business in this Contest.** For greater certainty and the avoidance of any doubt, a Small Business cannot win more than one (1) Prize in this Contest. Sponsor agrees to abide by any policy of a Small Business with respect to the awarding of prizes by suppliers. Further, Sponsor will not intervene in any decision made by a Small Business with regard to how a Prize or a portion thereof will be allocated by the winning Small Business. Each winning Small Business is solely responsible for the reporting and payment of any taxes relating to a Prize.

## Odds of Winning

The odds of winning the Prize for a particular Voting Period depend upon: (i) the total number and calibre of non-winning eligible Contest Entries (as defined herein) received to date during the Contest Period; and (ii) the total number of eligible Votes (as defined herein) received during the applicable Voting Period. Non-winning eligible Contest Entries (as defined herein) automatically carry forward to subsequent Voting Periods. However, Votes (as defined herein) DO NOT automatically carry forward to be considered and/or included in subsequent Voting Periods. Vote (as defined herein) counts are re-set to ZERO at the start of each Voting Period.

## Eligibility Rules

### Eligibility for Small Businesses

The Contest is open only to Small Businesses which: (i) are registered as a corporation or partnership in Canada, (ii) actively and regularly pay between one (1) and ninety-nine (99) employees, and (iii) do not have any bankruptcy, insolvency or other similar proceedings brought by creditors or governmental agencies pending against them, (iii) has not won a prize in a previous ADP Small Business Grant Contest. Each Contest Entry (as defined herein) must be submitted by an authorized representative of the Small Business (a “**Representative**”) who: (a) is a legal resident of Canada; (b) has reached the age of majority in his/her province or territory of residence; (c) resides in Canada at the time of Winner selection (as applicable); (d) has authority and permission from the Small Business to participate in the Contest and submit a Contest Entry (as defined herein) on behalf of the Small Business; and (e) has the authority to legally bind the Small Business, including (without limitation) to the terms and conditions of these Rules and to any other required documentation as contemplated in these Rules. **For greater certainty, the representative is not the entrant and has no right to claim any prize or a portion thereof. The entrant in this contest is the small business.**

### Eligibility for Voters

To be eligible to submit a Vote (as defined herein) in the Contest, you must: (a) be a legal resident of Canada; and (b) have reached the age of majority in your province or territory of residence (c) have a valid Facebook account.

**The following eligibility criteria apply to both Small Businesses and Voters:** Employees, officers and directors (as well as any person living in the same household of such persons, whether related or not) of the Sponsor, its affiliates, subsidiaries, parent or related companies, advertising or promotional agencies, Contest judging organization(s), Prize suppliers and any other entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “Contest Parties”) are not eligible to participate in the Contest.

**Important Note:** The Sponsor shall have the right, in its sole and absolute discretion, at any time and for any reason to require proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification, business registration number and/or tax identification (HST) number) of identity and/or eligibility from any participant (including, without limitation, Small Businesses, Representatives and Registered Voters) to participate in the Contest. Failure to provide such proof to the satisfaction of the Sponsor may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Small Business, Registered Voter (as defined herein), Contest Entry (as defined herein) and/or Vote (as defined herein) should any participant at any stage be determined to have: (i) supplied untruthful, incomplete, inaccurate or misleading personal details and/or information; and/or (ii) has not otherwise complied with these Rules (all as determined by Sponsor in its sole and absolute discretion).

## How to Enter (Small Businesses)

**No Purchase Necessary. Void Where Prohibited.** The Representative of any eligible Small Businesses may enter the Contest using the following methods anytime during the Contest Period (each a "**Contest Entry**"):

Online: Visit [www.adp.ca/grant](http://www.adp.ca/grant) (the "**Website**") and fully complete the online Registration Form and questions. When all mandatory fields have been completed, click on "Submit" to complete your Contest Entry.

Small Businesses may also upload images and video content to support their entries, and any such images and/or videos will be considered to be part of the Contest Entry. When uploading logos or pictures, only JPG, GIF or PNG is accepted, with sizing less than 1MB.

## Contest Entry Limits

There is a limit of one (1) Contest Entry per Small Business (regardless of the method of entry) during the Contest Period. If it is discovered that any Small Business has attempted to: (i) obtain more than one (1) Contest Entry; and/or (ii) use (or attempt to use) multiple names, identities and/or Representatives to enter the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest.

## Contest Entry Requirements

To be eligible, your Contest Entry must: (1) be an original compositions, photo and/or video, as applicable; (2) not have been entered in any other content, won any other prize or have been previously published in any other medium; (3) must not violate the rights of any third party (for example, it must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including, but not limited to, intellectual property rights); (4) must be in "good taste" and must not be explicit or offensive, as determined by the Judges (as defined herein) and/or Sponsor, in its or their sole and absolute discretion; (5) must not promote any product or service other than those offered by the Sponsor and/or the applicable Small Business; (6) must not contain any viruses, worms, or other computer program(s) designed to interfere with the Contest; and (7) not contain any logos, names or designs of any third parties. You must have the written consent, release and/or permission of each and every identifiable individual who are named or otherwise appear in the Content Entry to enable inclusion and use of the Content Entry in the manner contemplated by these Rules. All Contest Entries become the property of the Sponsor, and none shall be returned.

By submitting a Contest Entry, the Representative (on behalf of the Small Business) hereby: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Contest Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to the Contest Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Releasees**") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Contest Entry.

## Screening of Content

The Sponsor and/or its designee may initially and/or subsequently screen every Contest Entry. Any Contest Entry that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules may immediately be disqualified. Prior to being posted on the Website, the Sponsor reserves the right, in its sole and absolute discretion, to edit or modify any Contest Entry, or to request a Small Business to modify, edit and/or re-submit a Contest Entry, in order to ensure that the Contest Entry complies with these Rules, or for any other reason, including if a complaint is received. The Sponsor also reserves the right, in its sole and absolute discretion, to reset the Vote (as defined herein) count associated with the Contest Entry to zero (or, to whatever number the Sponsor deems appropriate in its sole and absolute discretion). If a Small Business has attempted to re-submit a Contest Entry three (3) times and has been rejected each time, then the Sponsor also reserves the right, in its sole and absolute discretion, to disqualify the Small Business from participating in the Contest.

## Voting Rules

Voters will need a valid Facebook account, and accept the Connect application upon sign-up. Voters may opt-in to receive the APD newsletter.

During each Voting Period (as defined herein), eligible voters (see above) will be able to visit the Website and vote for their favourite Contest Entries. Prior to being able to vote, each eligible voter will be required to follow the on-screen instructions to fully complete the voter registration form, which requires the eligible voter to: (a) enter his/her first name, last name, valid email address and phone number; and (b) agree to be legally bound by the terms and conditions of these Rules. Once a Voter has fully completed the voter registration form, he/she must click the "Register" button to complete his/her voter registration (the "**Voter Registration**"). Once a voter has completed his/her Voter Registration (the "Registered Voter(s)"), he/she must follow the on-screen instructions to submit his/her vote(s) (the "Vote(s)"). The Sponsor may contact a Voter by phone at the phone number provided by such Voter to validate their Voter Registration. If the Vote is not validated in accordance with this procedure during the Voting Period, then that Vote will be discarded.

**Limit:** There is a limit of one (1) Voter Registration per person/email address/Facebook account permitted during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to register as an eligible voter in the Contest. A Registered Voter can Vote only one (1) time per day (defined as 12:00:01 am EST to 11:59:59 pm EST) during a Voting Period. The sole determinant of the time for the purposes of a valid Vote in this Contest will be the Contest server machine(s). Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt. Eligible Votes from one Voting Period DO NOT carry forward to subsequent Voting Periods. Vote counts are re-set to zero at the start of a Voting Period. If it is discovered (by the Sponsor in its sole and absolute discretion using any evidence available to Sponsor) that attempts were made by a Registered Voter (or any individual purporting to be a Voter) to: (i) Vote more than one (1) time per day (as defined above) during a Voting Period; (ii) use (or attempted use) of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s) or program(s) to submit Votes; (iii) engage in any form of systematic voting from the same computer/IP address; and/or (iv) engage in any form of proxy voting scheme; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the Votes, Contest Entry, and/or Small Business to which such Votes relate. Any Votes determined by Sponsor, in its sole and absolute discretion, to be in violation of the letter and/or spirit of these Rules (including, without limitation, Votes that cannot be validated in accordance with these Rules to the satisfaction of Sponsor) are subject to disqualification in the sole and absolute discretion of the Sponsor.

**Important Note:** Individuals and Small Businesses may encourage others to vote for a Contest Entry (e.g. via various social media sites and platforms); however, no form of incentive, inducement (including, without limitation, reciprocal voting sites and/or services), prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's Vote for any Contest Entry.

## Winner Selection Process

There will be one (1) Prize Winner (each a "**Prize Winner**") for each Voting Period. The Prize Winner for each Voting Period will be selected in accordance with the following two (2) stage process:

### Stage 1 – Voting to Determine Five (5) Finalists:

Immediately after each Voting Period, the five (5) eligible Small Businesses associated with each of the top five (5) eligible Contest Entries, as ranked according to the total number of eligible (as determined by the Sponsor in its sole and absolute discretion) Votes received during the applicable Voting Period, will each be deemed to be an eligible finalist (a "Finalist"). In the event of a tie between two or more eligible Contest Entries (based on the highest number of eligible Votes received during the applicable Voting Period), the Sponsor and/or its designated representative(s) will judge all such eligible Contest Entries that are tied on the basis of originality, creativity, uniqueness and appropriateness (all weighed equally), and the eligible Entry with the highest total score as determined by the Sponsor and/or its designated representative(s) in its/their sole discretion will be deemed to be an eligible Finalist (defined below). Odds of your Contest Entry being selected as an eligible Finalist (defined below) depend on the number and calibre of non-winning eligible Contest Entries and on the number of eligible Votes received during the applicable Voting Period.

The Sponsor or its designated representative will make a maximum of three (3) attempts to contact the Representative of each eligible Finalist by email (using the information provided at the time of entry) within five (5) business days of the end of the applicable Voting Period. If the Representative of an eligible Finalist cannot be contacted within five business days of the end of the applicable Voting Period, or if there is a return of any notification as undeliverable; then the applicable Small Business will be disqualified (and will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion, to select the eligible Small Business who received the next highest number of eligible Votes (or, judged score, if applicable) during the applicable Voting Period to be an eligible Finalist (in which case the foregoing provisions of this section shall apply to such new eligible Finalist).

## Stage 2 - Judging to Determine One (1) Prize winner:

A panel of judges (the "**Contest Judges**") appointed by the Sponsor will judge each declared Finalist's Contest Entry on the basis of: (i) the stated impact the Prize will have on the Small Business, (ii) the alignment of the Small Business with ADP's corporate values, (iii) the overall creativity and quality of the Submission. The three factors are equally weighted.

Each Finalist's Contest Entry will be given a score (the "**Score**") by the Contest Judges. Odds of being selected as the eligible winner of the Prize depend on the calibre of each Finalist's Contest Entry. The Finalist associated with the top Contest Entry based on total Score (as determined by the Contest Judges, in their sole and absolute discretion) will be selected as the eligible winner of the Prize. In the event of a tie between two or more Contest Entries based on total Score, the Finalist associated with the Entry – from amongst all such Contest Entries that are tied – with the highest score for Impact on the Small Business will be deemed to be the eligible winner of the Prize. Judging is scheduled to be completed on or about the following dates (each, a "**Selection Date**"):

- The Prize Winner for Voting Period 1 will be selected on or before December 31, 2015;
- The Prize Winner for Voting Period 2 will be selected on or before January 31, 2016;
- The Prize Winner for Voting Period 3 will be selected on or before February 28, 2016;
- The Prize Winner for Voting Period 4 will be selected on March 31, 2016;
- The Prize Winner for Voting Period 5 will be selected on April 30, 2016; and
- The Prize Winner for Voting Period 6 will be selected on, May 31, 2016;

The Sponsor or its designated representative will make a maximum of three (3) attempts to contact the Representative of the eligible Prize Winner by telephone or email (using the information provided at the time of entry) within five (5) business days of the end of the applicable Selection Date. If the Representative of an eligible Prize Winner cannot be contacted within five (5) business days of the end of the applicable Selection Date, or if there is a return of any notification as undeliverable; then the applicable Small Business will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate Finalist based on the next highest Score in accordance with these Rules to be the eligible Prize Winner (in which case the foregoing provisions of this section shall apply to such new eligible Prize Winner).

Before a Finalist is declared a Prize Winner, the Representative of the eligible Prize Winner must sign and return within five (5) business days of notification a declaration and release prepared by the Sponsor, which, among other things: (i) requires the Representative to correctly answer a mathematical skill-testing question without mechanical or other aid; (ii) confirms compliance with these Rules; (iii) agrees to release the Releasees from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Contest and/or his/her participation therein; (iv) assigns all intellectual property, including copyright, in and to the Contest Entry and waives his/her moral rights therein in favour of the Sponsor; (v) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of the Contest Entry including, without limitation, any claim that the Contest Entry infringes a proprietary interest of any third party; (vi) agrees to the publication, reproduction and/or other use of the Small Business' name, address, 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 whatsoever, including print, broadcast or the internet; and (vii) acknowledges acceptance of the Prize (if awarded – see below) and agrees to release the Releasees from any and all claims, damages, liabilities, costs, and expenses arising from any liability in connection with this Contest, the Small Business' participation therein and/or the awarding and use/misuse of the Prize or any portion thereof. If the Small Business (or, its Representative, as applicable): (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot be declared a Prize Winner in accordance with these Rules for any reason; then the applicable Small Business will be disqualified (and will forfeit all rights to be a Prize Winner) and the Sponsor reserves the right, in its sole and absolute discretion, to select the Finalist who received the next highest judged score during the applicable Voting Period to be an eligible Prize Winner (in which case the foregoing provisions of this section shall apply to such new eligible Prize Winner).

## General Conditions

The Releasees assume no responsibility for lost, late, delayed, destroyed or misdirected e-mail or any computer errors of malfunctions. Except at the Sponsor's discretions, no correspondence will be entered into with any Small Business, except the selected Prize Winners.

In the event that the Contest is not capable of running as planned for any reason, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, including any network server or hardware failure, errors in programming, printing, distribution or production errors or any other errors or other causes of any nature whatsoever beyond the reasonable control of the Sponsor and/or its agencies which corrupt or affect the administration, security, integrity or proper conduct of this Contest, the Sponsor reserves the right to terminate or suspend the Contest, in whole or in part, or modify it in any way (including, without limitation, modifying these Rules), at the Sponsor's sole discretion, without advance notice (subject only to the consent of the Régie des alcools, des courses et des jeux in the Province of Quebec). The Sponsor also reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance with these Rules or for any other reason. The Sponsor reserves the right to disqualify any individual that it finds to be in violation of these Rules or tampering with the Contest process. The Sponsor reserves the right to refuse an entry from a person or entity whose eligibility is in question or who has been disqualified or is otherwise ineligible to participate.

Any attempts to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. The Releasees shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer or other equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Website, where applicable.

By participating in this Contest, Small Businesses, Representatives and Registered Voters agree to comply with these Rules and with the decisions of the Sponsor, which are irrevocable and shall be legally binding in all matters relating to this Contest.

By participating in this Contest, all Small Businesses and Representatives agree to the use of their name, address (city and province/territory only), photo and/or image on video (tape or digital) for publicity purposes relating exclusively to this Contest without notice or compensation. Registration information and other personal information submitted by Small Businesses and Representatives to this Contest will be used by the Sponsor (i) for the purpose of administering and promoting this Contest, and (ii) for the purpose of marketing the Sponsor's and Sponsor's affiliates' goods and services – but, only if they have opted-in at the time of entry. For information about ADP's Privacy Policy please visit <http://www.adp.ca/en-ca/privacy.aspx>.

The Contest shall be governed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein. For Quebec residents, 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 Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

**Facebook:** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. Small Businesses and Registered Voters, by participating in the Contest, are providing information to the Sponsor and not to Facebook. Facebook are completely released of all liability by each Small Business and Voter in the Contest.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.