

Full Circle Referral Program Grand Prize Contest

Terms & Conditions

Defined Terms

“Contest” means the Full Circle Referral Program Grand Prize Contest being held and organized by Payworks.

“Contest Period” means the contest start and end date and time. The contest starts 2PM CDT on August 15, 2022 at and ends 10am CST on April 14, 2023.

“Draw” means an activity in which earned entries are selected in a random drawing and the success of winning is regarded as a matter of luck.

“Eligible Guest” means a travel guest of Prize Winner that: is at least the age of majority legal in their province or territory of residence; has signed a Declaration of Travel Guest Eligibility and Liability/Publicity Release form within five (5) business days of receipt; will travel together with Prize Winner on the same itinerary, including the same departure date, destination and return date; and will have valid travel documents (e.g., valid government issued photo ID and/or Passport) prior to departure and throughout the trip. Failure of the Guest to comply with the foregoing will result in my forfeiture of Grand Prize.

“Eligible Referral” means a person that is not an existing registered user and/or accountholder with Payworks and that was not a registered user and/or accountholder in the previous 3 months prior to the referral by Member.

“Grand Prize” means the largest prize won in the Full Circle Referral Program.

“Immediate family” means parents, siblings, children, spouse or partner or anyone with whom any of the above are domiciled.

“Member” means an existing client or user of Payworks Products or Services that participates in the Full Circle Referral Program.

“Payworks” means Payworks Inc.

“Prize Winner” means the eligible entry that was selected as the winner for the Full Circle Referral Program Grand Prize Contest.

“Referral Link” means a unique referral link which will be provided by Payworks to its Members.

“Released Parties” means Payworks, its parent, affiliates, subsidiaries, divisions, its advertising and promotional agencies, sponsors, suppliers of prizes, materials or services related to this Contest, all of their respective employees, directors, officers, shareholders, agents, successors and assigns.

“Rules” means the official Rules and Regulations that govern the Full Circle Referral Program Grand Prize Contest.

Eligibility

1. This contest is open to Members that are, where applicable, residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry. Contest excludes Payworks’ clients and residents of Quebec. Employees and retirees of Payworks, as well as Payworks’ representatives, agents, parent, affiliates, subsidiaries, advertising and/or promotional agencies, suppliers of materials or services related to this Contest, and all Immediate Family of the foregoing, are not eligible to enter this Contest. Contest entries cannot be transferred.

To Enter

2. **No purchase necessary to enter.** Limit of one (1) contest entry per Member regardless of the method of entry (subject to 2.1 below). If it is discovered that a Member has attempted to submit more than one (1) entry in violation of these Terms and Conditions, all contest entry submissions will be disqualified (as determined by Payworks in its sole and absolute discretion). There are two (2) ways of entering the Contest:

2.1 A Member is eligible for one (1) entry into the Draw for every Eligible Referral that uses the Member Referral Link to sign up as a new Payworks customer and runs at minimum one (1) pay run within the Contest Period.

2.2 A Member is eligible for one (1) entry into the Draw by sending the Member's full name, complete mailing address including postal code, e-mail address (optional) and daytime telephone number including area code, and valid personalized member ID to 1565 Willson Place, Winnipeg, Manitoba, R3T 4H1 ATTN: Full Circle Rewards. Each mail-in entry must be mailed in a separate envelope, bearing sufficient prepaid postage. Mail-in entries must be postmarked and received during the Contest Period.

If the submitted contest entry is received in accordance with these Rules during the Contest Period (as determined by Payworks in its sole and absolute discretion), the Member will receive one (1) entry.

Grand Prize

3. There is one (1) Grand Prize available to be won from all valid entries received during the Contest Period, consisting of: Prize Winner's choice (subject to Payworks' approval in its sole and absolute discretion on the basis of, among other factors, availability) of attendance by 2 (two) attendees (Prize Winner and Eligible Guest) to one (1) of the participating professional payroll and or human resources conferences in Canada.

4. For a list of all participating conference events and dates along with the Contest please visit payroll.payworks.ca for event listings. Event list is subject to change without notice. Payworks is not responsible in the event a conference event is delayed, cancelled, re-scheduled, re-formatted to online only or does not take place for any reason whatsoever. If the conference event is delayed, cancelled, re-scheduled, re-formatted to online only or does not take place for any reason whatsoever without fault of Payworks or the entrant, Payworks will reward Prize Winner with a similar Grand Prize of equal value.

5. The Grand Prize trip shall consist of (A) roundtrip coach airfare for each of Prize Winner and Eligible Guest to the conference location from the Prize Winner's preferred major metropolitan airport (airline selected by Payworks in its sole discretion), (B) two (2) night's stay for each of Prize Winner and Eligible Guest in a standard double occupancy room at a hotel selected by Payworks in its sole discretion, (C) registration fee for Prize Winner and guest to the Prize Winner's selected conference event, and (D) spending money up to a maximum of \$500 total. Prize Winner and Eligible Guest must travel together on the same itinerary, including the same departure date, destination and return date. Travel is subject to federal and provincial government travel restrictions, availability and is not allowed over holidays or blackout dates. Confirmation will be given on a space available basis only. Some restrictions apply. All other expenses not specified above including, but not limited to, all meals, beverages, gratuities, incidentals, baggage handling fees, taxes, airport transportation and other transportation, as well as travel insurance, medical insurance and other travel related fees and expenses are the sole responsibility of the Prize Winner and Eligible Guest. Maximum Retail Value of the trip is approximately \$7,500 CAD. Final actual value at time of booking and travel may be more or less depending on point of origin and ticket availability. Prize Winner and Eligible Guest shall reasonably cooperate with Payworks to arrange for the prompt booking of travel

arrangements. All airline tickets once booked cannot be changed unless Payworks in its sole discretion consents. Any additional fees or penalties incurred as a consequence of any changes made to any travel arrangements after they are booked that are made at the request of Prize Winner and Eligible Guest are the sole responsibility of Prize Winner and Eligible Guest. Prize Winner and Eligible Guest are responsible for securing all necessary travel documentation, including any passport or visa, as necessary. Any costs or expenses incurred by the winner in claiming or using the Grand Prize will be the responsibility of the Prize Winner and Eligible Guest.

Prize Winner and Eligible Guest assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of the Grand Prize. The Grand Prize must be accepted as described in these Rules and cannot be transferred to another person, substituted for another prize, or exchanged in whole or in part for cash, except that Payworks reserves the right in its sole and absolute discretion to substitute the Grand Prize, in whole or in part, for another prize of equal or greater value including without limitation a cash prize. Any difference between the actual retail value and the maximum retail value limits stated above will not be awarded.

Grand Prize Draw:

6. A random Draw will be held at 10am CST on April 14, 2023 by Payworks from all valid entries received to choose a potential Prize Winner. The odds of being selected as the potential Prize Winner depend on the total number of valid entries received during the Contest Period, which is unknown to Payworks.

General Conditions:

7. To be declared the Prize Winner and claim the Grand Prize, the selected potential Prize Winner must:

- a) Be reached by telephone by Payworks within three (3) business days of the Draw.
- b) Correctly answer a time-limited, multi-step and multi-operational mathematical skill-testing question that will be asked by Payworks over the telephone at a mutually convenient time without help of any nature.
- c) Be eligible according to the Contest Rules and once the skill-testing question has been correctly answered, sign a Declaration of Winner Eligibility and Liability/Publicity Release form ("Winner Declaration & Release") that will be sent by fax, or e-mail, and return it, which includes identifying the Eligible Guest, duly completed to Payworks within five (5) business days of its receipt. The Winner Declaration & Release requires a selected potential Prize Winner to confirm acceptance of the Grand Prize as awarded, agreement to be bound by the Contest Rules, eligibility to participate in this Contest and compliance with these Contest Rules and to release the Released Parties from any liability and damages which could arise out of or are in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of the Grand Prize.
- d) Identify an Eligible Guest and ensure that the Eligible Guest signs a Declaration of Travel Guest Eligibility and Liability/Publicity Release form ("Eligible Guest Declaration & Release") that will be sent by fax, or e-mail, and return it, duly completed to Payworks within five (5) business days of its receipt. The Eligible Guest Declaration & Release requires a potential Eligible Guest to confirm acceptance of the Grand Prize as awarded, agreement to be bound by the Contest Rules, eligibility to participate in this Contest and compliance with these Contest Rules and to release the Released Parties from any liability

and damages which could arise out of or are in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of the Grand Prize.

e) If a selected potential Prize Winner (i) cannot be reached by telephone within three (3) business days of the Draw; (ii) fails to correctly answer the skill- testing question (see rule 6.b); (iii) fails to return the properly completed & executed Winner Declaration & Release within the specified time (see rule 6.c), or (iv) identifies an Eligible Guest and that Eligible Guest fails to return the properly completed & executed Eligible Guest Declaration & Release (see rule 6d.); then he/she will be disqualified and Payworks reserves the right, in its sole discretion, to randomly select an alternate potential Prize Winner from among the remaining eligible Entries.

8. Failure to comply with any of the above conditions or otherwise with the Contest Rules (as determined by Payworks in its sole and absolute discretion), will result in the disqualification of the selected potential Prize Winner. In this event, a new random Draw from the remaining valid entries received will be performed to select an alternate potential Prize Winner and such new alternate potential Prize Winner must be able to be reached by phone within 48 hours of the new Draw, failing which another Draw will be held within a subsequent equal timeframe up until such a time as declared potential Prize Winner is successfully contacted and complies with Sections 6a. through 6e. above. Notwithstanding the foregoing, the Prize Winner must be declared no later than May 15, 2023 otherwise the Grand Prize will be void and will not be awarded. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest or for any reason, there are more potential Prize Winners of the Grand Prize than contemplated in the Contest Rules, Payworks may, at its sole discretion, conduct a random Draw amongst all such Grand Prize claimants (as determined by Payworks in its sole and absolute discretion) after the Contest closing date to award the Grand Prize or may terminate or amend the Contest in whole or in part without notification to Contest entrants.

9. If the identity of the Prize Winner is disputed, the entry will be deemed to have been submitted by the individual assigned to the email address entered at the time of entry (Authorized Account Holder). The selected potential Prize Winner may be required to provide proof that he/she is the Authorized Account Holder associated with a selected entry.

10. Upon receipt of the properly completed and signed Winner Declaration & Release and Eligible Guest Declaration & Release, Payworks will notify the Prize Winner of the manner in which he/she will have to take possession of the Grand Prize. Payworks reserves the right to determine how the presentation of the Grand Prize will occur and this may be either a media event, by mail, or in person (and the Prize Winner will be required to comply with Payworks' instructions in this regard, failing which he/she may be disqualified and will forfeit the Grand Prize, as determined by Payworks in its sole and absolute discretion).

11. By entering this Contest and without limiting the terms of the Winner Declaration & Release, the Prize Winner authorizes Payworks and its representatives to use in any related publicity, if required, his/her name, photograph, image, any statements he/she may make regarding the Grand Prize, the Contest and/or Payworks, place of residence and/or voice for advertising purposes worldwide in perpetuity and in any form of media including the Internet, without any form of compensation, or further notice, except where prohibited by law.

12. Contest entry forms submitted become the property of Payworks and will not be returned to entrants at any time. No communication or correspondence will be exchanged with entrants, except with the Prize Winner selected to win the Grand Prize.

13. Entries are subject to verification by the Contest organizers. The Released Parties will not be held liable for, (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded the Grand Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Contest Rules;; (ii) failure to receive contest entries due to transmission failures, busy signals, traffic congestion on the Internet or at any website or technical failures of any kind, including without limitation, malfunctioning of any network servers, access providers, hardware or software, whether originating with sender or recipient; (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest and breaches of privacy due to interference by third party computer hackers; or (iv) late, lost, misdirected or unsuccessful efforts to notify a potential Prize Winner.

14. Payworks reserves the right to void any Entry and/or cancel or modify the Contest in whole or in part (without notice to entrants individually) if, in its sole discretion, it determines that for any reason (such as tampering or any other cause beyond its control) the Contest is not capable of running as originally planned, fraud, human, printing or distribution errors, or any other causes or occurrences have compromised the administration, safety, fairness or integrity of the Contest. Any person entering this Contest or trying to do so by any means which go against the letter or intent of these Contest Rules and which would be unfair to the other entrants (as determined by Payworks in its sole and absolute discretion) will be automatically disqualified and Payworks reserves the right to seek remedies and damages to the fullest extent permitted by law - including criminal prosecution.

15. For the name of the Prize Winner, available after June 1, 2023, send a letter along with a self-addressed postage, stamped envelope to "Payworks – Full Circle Rewards Grand Prize" contest, Winner's List Request, 1565 Willson Place, Winnipeg, Manitoba, R3T 4H1 ATTN: Full Circle Rewards. The Prize Winner's name will be available until August 31, 2023.

16. The Contest is void where prohibited by law and is subject to all federal, provincial, territorial and municipal laws and regulations. Subject only to the following paragraph, any dispute arising hereunder shall be adjudicated in the applicable court in Winnipeg, Manitoba.

17. By entering this Contest, entrants accept and agree to be bound by these Contest Rules and the decisions of Payworks, which are final, binding and conclusive on all matters relative to this Contest.

18. Payworks respects entrants' right to privacy. Personal information collected from entrants will only be used by Payworks to administer the Contest and, only if consent is given at the time of entry. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in Payworks' privacy policy, which is available at payworks.ca.

19. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by Payworks. All rights reserved. Unauthorized copying or use of any of the Payworks' intellectual property without the express written consent of the Payworks is strictly prohibited.