

## Official Rules for 2020 ADP® Booth Raffles at HR Tech Virtual Conference and Exposition

**Eligibility**: No purchase necessary to win. Drawing only open to legal residents of the 50 United States (and the District of Columbia), 18 years of age or older who are registered attendees at the HR Tech Virtual Conference and Exposition. ADP associates and vendors, public officials, and employees of government or public entities are not eligible to enter or win. Void where prohibited.

**How To Participate**: A total of 4 drawings will be held—one per day, October 27-30, 2020. The drawing dates, times and number of items to be drawn are as listed below:

- Tuesday, October 27, 2020 Approximately 6:30pm drawing for (1) PhoneSoap Pro
- Wednesday, October 28, 2020 Approximately 6:30pm drawing for (1) PhoneSoap Pro
- Thursday, October 29, 2020 Approximately 6:30pm drawing for (1) PhoneSoap Pro
- Friday, October 30, 2020 Approximately 6:30pm drawing for (1) PhoneSoap Pro

All drawings will be held at the ADP Virtual Booth. To enter to win visit the ADP booth and click on the enter to win raffle and complete the survey. Only one entry per registered attendee. ADP will not accept any other form of entry into any Drawing. ADP is not responsible for any lost, late, illegible, misdirected or mutilated entries. Information collected from entrant will not be re-used, sold or shared with any third parties.

**Drawing**: All Drawings will be conducted by ADP from among all eligible entries received as outlined above. No faxes or copies will be accepted.

Odds of winning will vary based upon the number of eligible entries received. The value of the prizes may be taxable income. All federal, state and local taxes and any other expenses not explicitly stated herein are the sole responsibility of the individual winner. No transfer, cash redemption or substitution of prizes except that ADP may substitute prize with a prize of comparable or greater value. By participating, entrants agree to these Official Rules and to the decisions of the judges, which will be final and binding on all matters relating to these Drawings. \*Winner needs not to be present at the time specified above to win.

No assignment, transfer or substitution of any prize is permitted. All prizes are expressed in U.S. Dollars. If by reason of a printing or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

**Miscellaneous**: ADP reserves the right to require the winner to execute and return an Affidavit of Eligibility, Liability Release and (where permitted by law) Publicity Release within 7 days of issuance of notification. Failure to return documents in a timely manner may result in disgualification and an alternate winner selected.

Winner's List and Complete Official Rules: For a list of the Drawing winners, send a stamped, self-addressed envelope to ADP, INC., One ADP Boulevard, Roseland, NJ 07068, Attn: Sr. Director of Global Events Marketing. Requests must be received by November 20, 2020. VT residents may omit return postage. Sponsored by: ADP, INC., One ADP Boulevard, Roseland, NJ 07068.

## **GENERAL CONDITION**

All entries become the sole property of ADP, INC., and none will be returned. If prize notification or any prize is returned as non-deliverable, or if winner is found not to be in compliance with these Official Rules, or is otherwise ineligible, disqualification may result with an alternate winner selected.

Where permitted by law, winner agrees to grant to ADP, and those acting pursuant to its direction or control, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the worldwide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may

include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by ADP. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner selected.

By accepting a Prize, a winner agrees that any affidavit and/or releases, and any grant of permission to use the winner's name, portrait picture, voice, likeness and biographical information, as stated above, may be secured by ADP electronically, for example but not limited to, by email or by facsimile, and such secured affidavit and/or releases and permission will have the same force and effect as if any of them had been secured in a written document which was physically executed by the winner.

Further, by accepting a prize, each winner releases and agrees to hold harmless ADP, and its parent, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Drawing related activity, or participation in this Drawing.

ADP reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Drawings, to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ADP will prosecute any fraudulent activities to the full extent of the law.

## LIMITATIONS OF LIABILITY

ADP is not responsible for any incorrect or inaccurate information and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction. ADP is not responsible for injury or damage to contestants resulting from participating in this Drawing. If, for any reason, the Drawing is not capable of running as planned by reason of tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of ADP, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Drawing, ADP reserves the right at its sole discretion to cancel, terminate, modify or suspend this Drawing and select the winner from entries received for that Drawing prior to the action taken or in such other manner as ADP deems fair and equitable. Caution: Any attempt by a contestant to deliberately undermine the legitimate operation of the Drawing is a violation of criminal and civil laws and should such an attempt be made, ADP reserves the right to seek damages from any such contestant to the fullest extent of the law. IN NO EVENT WILL ADP, ITS PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS DRAWING. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## **DISPUTES**

As a condition of participating in this Drawing, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Drawing, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of New Jersey having competent jurisdiction, which court shall apply the laws of the State of New Jersey without regard for doctrine of conflict of laws. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Drawing), and participant further waives all rights to have damages multiplied or increased.

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