

Bookkeeping Week Canada Promotion

1. Promotion Period: The #BookkeepingWeekCanada promotion (the “**Promotion**”) is run by Wagepoint Holdings Inc. (“**Wagepoint**”) and will take place from **12:30 PM** on January 17, 2023 to **11:59 PM** on February 14, 2023 (the “**Entry Period**”) in accordance with these terms and conditions (“**Rules**”).
2. Wagepoint Partners: For the purposes of the Promotion, the “**Wagepoint Partners**” is composed of bookkeepers or accountants who have at least one client actively running payroll on Wagepoint. A “**Prospective Wagepoint Partner**” is a bookkeeper or accountant who wishes to refer themselves to Wagepoint.
3. Eligibility: To be eligible to participate in the Promotion, the entrant must:
 - (a) Be a legal resident or citizens of Canada (excluding Quebec);
 - (b) Be of the age of majority in their province or territory of residence; and
 - (c) Be either a Wagepoint Partner or a Prospective Wagepoint Partner.
4. Entry Criteria: Individuals may enter during the Entry Period by submitting a Successful Referral to Wagepoint as outlined below. Each Successful Referral gives each of the entrant and the Eligible Pal one (1) entry to the Promotion (“**Entry**”). No Entries will be accepted by any other means. No purchase needed.
5. Entry Process
 - (d) For the purpose of the Promotion, a “**Successful Referral**” is defined as an email sent to partner@wagepoint.com during the Entry Period by the entrant introducing an Eligible Pal and containing:
 - (i) The individual name, company name, and phone number of the Eligible Pal;
 - (ii) The entrant’s name and company name;
 - (iii) Confirmation that the Eligible Pal would like to be contacted by Wagepoint.
 - (e) For the purpose of the Promotion, an “**Eligible Pal**” is defined as a friend or colleague of the entrant:
 - (iv) who is a bookkeeper or accountant offering bookkeeping or accounting services to small businesses in Canada;
 - (v) who has confirmed that they would like to receive a call from Wagepoint and learn more about the Wagepoint products and services;
 - (vi) is not a current or past Wagepoint Partner; and
 - (vii) has not already been entered into the Promotion.

- (f) **Verification of Entries:** The validity of any Entry is subject to verification by Wagepoint at any time and for any reason. An Entry is considered verified if: (i) it is an email from an existing Wagepoint Partner with the information of a bookkeeper or accountant who is not already an existing Wagepoint Partner, expressly gives permission to be contacted, and actually gets on at least one (1) call with Wagepoint; or (ii) it is an email from a brand new bookkeeper or accountant who is referring themselves to participate in the contest and gets on at least one (1) call with Wagepoint.

6. Number of Entries:

- (g) **Wagepoint Partner.** There is no limit to the number of Entries a Wagepoint Partner can submit.
- (h) **Duplicant referrals.** In the event multiple Wagepoint Partners refer the same prospective Eligible Pal, the first Wagepoint Partner to refer the Successful Referral will be the one who is entered into the Promotion.
- (i) **Eligible Pal.** Each Eligible Pal is only eligible to submit one Entry.
- (j) **Self-Referral.** In the event a Prospective Wagepoint Partner refers themselves to the Promotion, the Prospective Wagepoint Partner will only receive one (1) Entry.

7. Prizes:

- (k) There will be six (6) cash prizes (each, a “**Prize**”) available to be won in the Promotion. Winners will receive one of the following prizes: one (1) \$5,000 cash prize for the first one hundred (100) Entries (“**First Prize**”); and five (5) \$1,000 cash prize for all Entries (“**Subsequent Prizes**”). All amounts are in Canadian dollars. The number of Prizes will decrease as awarded.
- (l) The following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Wagepoint in its sole and absolute discretion); (ii) no substitutions are permitted, except at Wagepoint’s option; (iii) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at Wagepoint’s sole and absolute discretion; and (iv) Prize winner is solely responsible for all costs not expressly described herein.

8. Odds of Winning. The odds of winning the First Prize will depend on the number of Successful Referrals provided by the entrant within the first 100 Successful Referrals provided during the Entry Period, but will be at least 1/100. The odds of winning the Subsequent Prizes will depend on the number of Entries received by Wagepoint during the Entry Period in accordance with these Rules. Each entrant may only win one Prize. A purchase will not increase the entrant’s chance of winning. The entrant’s region of residence will not impact the entrant’s chance of winning.

9. Cancellation. In the event less than 100 Entries are provided to Wagepoint during the Entry Period, Wagepoint reserves the right to cancel the Promotion.

10. Selection of Winners: On Thursday, March 30, 2023 (the “**Selection Date**”) a random draw for the Prizes will take place by a Wagepoint representative. The draw for the First Prize will consist of

the 100 first Entries to the Promotion. The draw for the Subsequent Prizes will consist of all Entries to the Promotion, excluding the winning entrants.

11. Notification of Winners and Confirmation Process:

- (m) Wagepoint or its designated representative will make a minimum of two (2) attempts to contact each potential winner via [**email and phone number**] within two (2) business days of the Selection Date. **NO ONE IS A WINNER UNLESS AND UNTIL WAGEPOINT OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared a confirmed Prize winner, within four (4) days of the Selection Date the potential winners will be required to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of Wagepoint, be administered online, by email or other electronic means, by telephone, or in Wagepoint’s form of declaration and release); and (ii) sign and have witnessed Wagepoint’s declaration and release documentation and return it to the email address for Wagepoint or its representatives indicated in the documentation, failing which Wagepoint in its sole discretion may determine that the Prize will be forfeited.**
- (n) If a potential winner: (i) cannot be contacted within four (4) days of the Selection Date, or if there is a return of a notification as undeliverable; (ii) fails to correctly answer the skill-testing question within four (4) days of the Selection Date; (iii) fails to return the properly executed Promotion documents within four (4) days of the Selection Date; (iv) cannot accept (or is unwilling to accept) a Prize (as awarded) for any reason; and/or (v) is determined to be in violation of these Rules (all as determined by Wagepoint in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the applicable Prize) and Wagepoint reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

12. General Terms and Conditions:

- (o) **Other Changes to Rules:** Wagepoint reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Promotion, in whole or in part, in the event of any cause or circumstance, including, without limitation, any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of Wagepoint, that could corrupt or affect the administration, security, impartiality or normal course of Wagepoint.
- (p) **Release and Exclusion of Liability by the Entrants:** By entering or attempting to enter the Promotion, each entrant and/or purported entrant agrees: (i) to release, discharge, and forever hold harmless Wagepoint and their shareholders from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the entrant’s participation or attempted participation in the Promotion, compliance or non-compliance with these Rules. Wagepoint and their shareholders will not be responsible for lost, incomplete, late or misdirected Entries or for any failure of any social media platform or website during the Entry Period or for any technical malfunction or other problems with, any telephone network or lines, computer on-line systems, servers, access providers, computer

equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Promotion.

- (q) **Conduct:** By participating in the Promotion, each entrant agrees to be bound by these Rules. The entrant agrees to be bound by any decision of Wagepoint in connection with the Promotion, which will be final and binding in all respects. Wagepoint reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating these Rules; and/or (b) tampering or attempting to tamper with the entry and registration process, the operation of the Promotion, or any social medial platform or any of Wagepoint's websites.
- (r) **Personal Information:** By entering this Promotion, each entrant expressly consents to Wagepoint, its agents and/or representatives storing, sharing and using the personal information gathered about entrants in connection with this Promotion for the administration of the Promotion and in accordance with Wagepoint's privacy policy, which is available at <https://wagepoint.com/legal/privacy-policy>. **This section does not limit any other consent(s) that an individual may provide Wagepoint or others in relation to the collection, use and/or disclosure of their personal information.**
- (s) **Governing Law:** . This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties will initiate any lawsuits in connection with this Agreement in Vancouver, British Columbia and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein.
- (t) **Severability.** 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.