

ADP® “GRIT & WISDOM AWARD” 2026 CONTEST OFFICIAL RULES

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“U.S.”), WHO ARE OF THE AGE OF MAJORITY OR OLDER AS OF DATE OF ENTRY, AND ARE BUSINESS OWNERS, PARTNERS, FOUNDERS, OR EMPLOYEES OF AN ELIGIBLE BUSINESS LOCATED IN THE U.S. WITH 100 EMPLOYEES OR FEWER THAT IS ALSO AN EXISTING ADP RUN POWERED BY ADP® CLIENT IN GOOD STANDING.

THIS IS A TRADE CONTEST AND IS NOT OPEN TO THE GENERAL PUBLIC.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

PARTICIPATION IN THE CONTEST REQUIRES ACCEPTANCE OF THESE OFFICIAL RULES, WHICH INCLUDE MANDATORY ARBITRATION OF DISPUTES. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, YOU MUST NOT PARTICIPATE IN THE CONTEST.

PARTICIPANTS ARE ENTERING ON BEHALF OF THEIR SMALL BUSINESS.

1. **ENTRY PERIOD AND PROGRAM DESCRIPTION:** The ADP “Grit & Wisdom Award” 2026 Contest (“Contest”) begins at 9:00am Eastern Time (“ET”) on January 14th, 2026, and ends at 5:00pm ET on February 20th, 2026 (the “Entry Period”). Participants are entering on behalf of their small Business. Each Participant must submit a statement, in 200-750 words, about an experience, in the last three years, that reflects their small business journey. Entries must be truthful and not exaggerated. The Entry process is described in Section 5 below. Awards are described in Section 8 below. Entries must adhere to all requirements set forth in these Official Rules. Entries will be judged based on the criteria set forth in Section 8 below. Sponsor reserves the right to extend the Entry Period and/or change the timing of the subsequent dates as deemed necessary in its sole opinion. If such changes are made, the new timing will be noted at the Contest website adp.com/awards and in these Official Rules. Sponsor’s computer is the official time keeping device for this Contest.

2. **SPONSOR:** ADP, Inc. One ADP Boulevard, Roseland, NJ 07068.

3. **ELIGIBILITY:** The Contest is open only to legal residents of one of the fifty (50) United States or the District of Columbia (the “Eligibility Area”) who are of the age of majority or older at the time of entry, and who are business owners, partners, founders, or employees of an eligible small business with 100 employees or fewer that is also an existing RUN Powered by ADP® client in good standing. Employees, officers, and directors of Sponsor or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, the “Contest Parties”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter the Contest or act as the representative of an eligible small business for any purpose related to the Contest. Government employees are not eligible to enter.

Eligible small businesses (each, a “Business”) must: (a) be an existing RUN Powered by ADP® client in good standing; (b) be headquartered within the Eligibility Area; (c) have a valid United States employer

identification number or taxpayer identification number; (d) employ a grand total of 100 employees or fewer (including owners and part-time employees and employees of any parent entities and/or subsidiaries); (e) be active and operating in compliance with all relevant laws and licensing requirements; (f) not have any bankruptcy, insolvency or other similar proceedings brought by creditors or governmental agencies pending against them; (g) not have any owners and/or investors who would be ineligible to participate in the Contest as a Participant; (h) not be a subsidiary of a parent company headquartered outside of the Eligibility Area; and (i) not be in direct competition with ADP's payroll, time/attendance, benefits, and/or human resources services.

The Contest is subject to all applicable federal, state and local laws, regulations, and ordinances. Void outside of the Eligibility Area and where prohibited or restricted by law or organizational policy. By entering or otherwise participating in the Contest, you fully and unconditionally agree to comply with and abide by these Official Rules, which are a contract, so read them carefully. Without limitation, this contract includes grants of rights and indemnities to the Contest Parties and others from you, mandatory arbitration of disputes, and a limitation of your rights and remedies. Any determinations of eligibility will be made by Sponsor whose decisions are final and may be made at any time.

Please Note: It is your sole responsibility to review and understand your employer's/company's policies regarding participation in trade promotions such as this Contest. By participating in the Contest, you warrant and represent that you have obtained permission from the owner(s)/operator(s) of the applicable Business (or that you are yourself an authorized representative of the Business), and you have checked and confirmed that your actions do not violate your employer's/company's policies and procedures, prior to submitting an entry into the Contest. You understand and agree that Sponsor is free to rely upon this warranty and representation by you, and that Sponsor is under no obligation to independently verify your eligibility under your employer's/company's policies and procedures. If you are participating in violation of your employer's/company's policies, the Business may be disqualified from participating in this Contest or receiving awards. The Released Parties (as defined in Section 13 below) disclaim any and all liability or responsibility for disputes arising between an employee, their employer, or any other party related to this matter.

4. CONTEST AGREEMENT: BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT THEY: [A] HAVE READ THESE OFFICIAL RULES, AND AGREE TO BE FULLY AND UNCONDITIONALLY BOUND BY THEM, AND BY THE INTERPRETATIONS OF THESE OFFICIAL RULES BY THE CONTEST PARTIES, AND BY THE DECISIONS OF THE CONTEST PARTIES, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATING TO THIS CONTEST; [B] AGREE TO RELEASE AND HOLD HARMLESS THE RELEASED PARTIES AS FURTHER DETAILED IN SECTION 13; [C] ACKNOWLEDGE COMPLIANCE WITH THESE OFFICIAL RULES; [D] WARRANT THAT ALL INFORMATION PROVIDED BY PARTICIPANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE; AND [E] AGREE TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

5. TO ENTER: Participants are entering on behalf of their small Business. To enter the Contest visit adp.com/awards and follow the site instructions to complete the online entry form so that it is received by Sponsor's server prior to the end of the Entry Period, providing all required information and any desired optional entry information. Include a statement of 200-750 words telling about an experience, in the last three years, that reflects your small business journey. The statement must be true and not exaggerated. Multiple entries may be submitted on behalf of a Business, but each entry must be different and submitted separately.

Please note: By entering this Contest, you signify and agree that your entry and any other materials submitted in connection with this Contest (collectively "Content Submission") may be posted on Sponsor's website and/or other social media sites or applications associated with the Contest in a manner that is consistent with these Official Rules. You must provide all required information to be eligible to enter and/or win. All potential winners are subject to verification before any award will be granted. You agree and acknowledge that as a condition of winning certain awards, an authorized signatory for the Business at which you are employed must agree on behalf of the Business to permit Sponsor to feature the Business in advertising related to the Contest.

Each entry must meet all requirements, as determined by Sponsor in its sole discretion. The Contest Parties are under no obligation to correspond about entries, nor are the Contest Parties required to acknowledge their receipt of entries. Normal Internet access and usage charges imposed by your online service will apply. If you participate from your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. You further understand that by participating via mobile phone, if you are a potential winner, the Contest Parties may contact you via mobile phone, which will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information. Entrants are solely responsible for any related equipment and Internet access charges, if any.

6. ENTRY REQUIREMENTS: By submitting an entry, you represent and warrant that your entry: (a) is not violent, derogatory of any person based on religion, race, gender, sexual identification/orientation, ethnicity, national origin or any other category, obscene or offensive (as determined by Sponsor or its designee in their sole discretion); (b) does not invade the publicity or privacy rights, defame, misrepresent or contain disparaging remarks about Sponsor or its products/services, or other people, products or companies; (c) does not invade the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights; (d) does not contain trade secrets; (e) does not infringe any third party's intellectual property or privacy rights; and (f) is not in violation of any law. Sponsor's determination as to whether any entry violates the above is final and in Sponsor's sole discretion. Entries that do not include all required information and do not adhere to the foregoing and following requirements will be considered void.

Further, entries must be based on your authentic experience and entrants are prohibited from using any form of artificial intelligence, generative AI, or other third-party content assistance to create an experience that is not their own. Entries which violate this prohibition will be void, and the applicable entrant and/or Business may be disqualified, all as determined by Sponsor or its designee in their sole and absolute discretion.

If the entry contains the name or likeness of an identifiable person other than the Participant who submitted the Entry, by submitting the entry, the Participant represents and warrants that Participant has obtained the consent of such person to the use of the entry as outlined herein, and such person may be required to provide written consent to the Contest Parties' use of the entry as a condition of winning.

Use of any prohibited elements in an entry may result in disqualification of the applicable entry, in the Contest Parties' sole discretion. Submitting an entry that contains elements which are copyrighted by another individual will make you responsible for any legal action the legal copyright holder might take against you. The Contest Parties' determination as to whether any entry potentially violates the rights of any third party is final. Entries that do not include all required information and do not adhere to the foregoing and following requirements or are deemed to be immoral, obscene, profane or not in keeping with Sponsor's

image (all as determined by the Contest Parties in their sole discretion) may be considered void, in the Contest Parties' sole discretion.

7. PARTICIPANT'S REPRESENTATIONS: By submitting an entry, you represent and warrant that: (a) you are the creator of your entry; (b) your entry is wholly original; (c) your entry is truthful and not exaggerated; (d) your entry does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, including any current or former employer, and does not defame any person or entity; (e) your entry has not previously been entered in any other promotion; (f) prior to submitting your entry in connection with this Contest, your entry had not been previously published in any medium; (g) your entry does not violate any law or regulation; (h) your entry is gratuitous and made without restriction, and will not place Sponsor under any obligation except as specifically described herein; (i) your entry was not generated in whole or in part to create an experience that is not your own using any form of artificial intelligence, generative AI, or other third-party content assistance, and (j) Sponsor is free to use or otherwise disclose the ideas contained in your entry on a non-confidential basis to anyone or otherwise use the ideas without any compensation to you.

Further, by participating: (1) you acknowledge that the material submitted as part of the Contest may embody materials, suggestions, or ideas similar to those which have been developed by others or by Sponsor and hereby acknowledges that any similarity is purely coincidental and unavoidable in light of the volume of ideas that the Sponsor routinely uses and considers in the course of its business activities, and you understand that you will not be entitled to any compensation because of use by Sponsor of any materials similar to those in your entry; (2) you hereby waive any right to any claim or liability with respect to Sponsor's use of similar materials; (3) you understand that submitting any element that is copyrighted by another individual will result in you being responsible for any legal action the legal copyright holder might take against you or the Released Parties; (4) unless specified otherwise herein, the Sponsor is in no way obligated to broadcast, publish or use your entry in any way; and (5) nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor.

8. JUDGING/WINNER DETERMINATION/AWARDS: Entries will be judged by a panel of judges selected in the sole discretion of the Sponsor. Judges will be looking for a strong connection to the themes of Grit & Wisdom, clear and thoughtful storytelling and stories that leave a lasting impression. Following the initial judging phase, a Sponsor-determined number of the higher-scoring entries will advance to a secondary evaluation stage ("Additional Review"). During this stage, Sponsor and its designees may request further information from the corresponding Businesses or Participants to verify eligibility, confirm the accuracy of submitted details, and ensure alignment with ADP's brand values. This review may include, without limitation, confirmation of business operations, background checks on owners or key representatives, review of publicly available online content, and other assessments deemed appropriate by Sponsor in its sole discretion. Review methods may include conversations with an ADP representative. **Advancement to this stage does not guarantee selection as a winning entry.** Final winners will be determined only after completion of this review and final verification of compliance with these Official Rules.

Upon completion of entries' judging and related evaluations, the (10) eligible entries with the highest scores will be named the potential winning entries, pending verification of eligibility and continued compliance with these Official Rules and the instructions of Sponsor and/or its designees.

The following awards will be presented to the (10) winning Businesses:

(10) Awards: a prize package of business-related merchandise* with an ARV of approximately \$5,000 awarded to the Business associated with the winning entry (not awarded to the individual Participant), free RUN Powered by ADP® payroll** for the Business associated with the winning entry for one year (up to \$2,500 value), and the possibility of being featured in upcoming promotional campaign(s) at Sponsor's sole discretion. Total approximate retail value of each Award is \$7,500.

*The specific contents of these award packages will be determined by Sponsor in its sole discretion. Sponsor reserves the right to advertise examples of award items within these stated award values in its Contest-related promotional materials, communications and website(s). Eligible winning Businesses will have the opportunity to select from a curated catalogue of business-related awards.

Any publicity opportunities for award winners (including but not limited to inclusion in any upcoming promotional campaigns or any related website, and the format of such inclusion) will be at Sponsor's sole discretion and may not be the same for all winning Businesses. Agreement to these opportunities by the potential winning Businesses may be a condition of winning. Further, Sponsor reserves the right to review and monitor any winning Businesses' (and/or related Participants') website(s), social media profile(s), public statements/publicity, and related news coverage (collectively, "Public Profile"), and to withhold or terminate any publicity opportunities based on its opinion of the winning Business' (and/or related Participants') Public Profile, at any time and in its sole and absolute discretion. Limit one (1) Award per winning Business.

Award Restrictions: Award recipients are solely responsible for all applicable federal, state, and local taxes (with the value of the awards being reported to the Internal Revenue Service via IRS 1099-MISC Tax Form) and for any expenses, costs or fees associated with acceptance and/or use of awards not specified by Sponsor as being included. Awards cannot be substituted, assigned, or transferred. Non-cash awards (or any portion thereof) cannot be redeemed for cash. Sponsor reserves the right to make equivalent award substitutions due to award unavailability, at its sole discretion. Sponsor will not replace any lost or stolen awards. Awards cannot be used in conjunction with any other challenge or offer.

**Free payroll is for RUN Powered by ADP® payroll for one business associated with each winning entry for one year up to \$2,500 value and is not a condition to winning. Free payroll applies to companies on RUN Powered by ADP® and to all features of standard payroll processing invoiced on client's regular processing cycle and does not include additional non-payroll services; excludes pass through costs, courier and other delivery fees, including off cycle fees, hardware, or penalty and interest fees.

9. **WINNER NOTIFICATION:** Potential winning Businesses will be contacted via email or phone by Sponsor or its designee, and an authorized signatory of the Business associated with the entry will be required to complete, sign, and return a Declaration of Eligibility/Liability Release/Perpetual License, and, where lawful, a Publicity Release, an IRS W-9 form properly completed using the Business' information, and perhaps other documents as required by Sponsor or its designee. All requested documents must be returned to Sponsor or its designee within 72 hours of award notification. Applicable participants and Businesses agree to fully cooperate with Sponsor or its designee as to their compliance with Internal Revenue Service and any other governmental reporting requirements, including by providing their employer identification number or taxpayer identification number. Sponsor reserves the right to withhold any portion of an award deemed necessary for compliance with tax withholding requirements, and to forward such portion to the applicable taxing authority on behalf of a winner. At the sole discretion of the Sponsor, disqualification, award forfeiture and the selection of an alternate winner may result from any of the following: (a) a potential award winning Business' failure to respond to any notification within the time period

specified at time of notification, which is usually 72 hours or less; (b) a potential award recipient's (or related participant's) failure to provide Sponsor with satisfactory proof of age, identity, residency, and/or Business information; (c) a potential award recipient's (or related participant's) failure to complete and return required documents by the date specified in winner's notification; or (d) any other non-compliance with these Official Rules.

10. **BACKGROUND CHECKS:** Potential winning Businesses' owners, partners, founders, and/or related Participants may be required to submit to a confidential background check to confirm eligibility as a condition of winning, to help ensure that the use of any such person and/or Business in advertising or publicity will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest, as determined by Sponsor in its sole discretion. Such background checks may include, without limitation, civil and criminal court records and police reports. Any potential award recipient may be disqualified in the Contest Parties' sole discretion due to: (a) failure to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) failure to comply with any of the terms of these Official Rules; (c) any related award or award notification being returned as undeliverable; or (d) the results of an applicable background check being deemed unsatisfactory in Contest Parties' sole discretion.

11. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. **WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual or Business it finds to be attempting to tamper with or undermine the entry process, any website associated with the Contest, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) distribute the awards in accordance with the means of winner determination described herein from among the eligible, non-suspect entries received up to the time of the impairment.

13. **PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:** By participating in this Contest, participating Participants, Businesses, and their participating representatives (collectively, "Participants") agree that Sponsor, Meta Platforms, Inc. and/or any other social media platform used to promote the Contest, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal

counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, together with the respective officers, directors, employees, representatives and agents of each (collectively, the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of any award. No more than the stated number of awards will be awarded.

BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE AWARD, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF ANY INTERNET SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY INTERNET SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY AWARD CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING, WITHOUT LIMITATION, EPIDEMICS AND PANDEMICS AND GOVERNMENT DIRECTIVES RELATED THERETO), WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEBSITE AND ALL AWARDS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, PARTICIPANTS ASSOCIATED WITH WINNING ENTRIES HEREBY GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND CONTEST AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO SPONSOR'S AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH SUCH PARTICIPANT'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION, BUSINESS NAME, BUSINESS ADDRESS (CITY AND STATE), BUSINESS TYPE, AND OTHER BUSINESS INFORMATION AT SPONSOR'S SOLE DISCRETION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF THEIR NAME AND BUSINESS' NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

Intellectual Property. BY PARTICIPATING, EACH PARTICIPANT AGREES THAT ALL CONTENT SUBMISSIONS THAT A PARTICIPANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT <https://www.adp.com/privacy.aspx>), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH CONTENT SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE CONTENT SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO A PARTICIPANT OR ANY THIRD-PARTY. PARTICIPANT HEREBY GRANTS TO SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE CONTENT SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE CONTENT SUBMISSION, PARTICIPANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. PARTICIPANT WAIVES ANY MORAL RIGHTS THEY MAY HAVE TO THE CONTENT SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE CONTENT SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO A PARTICIPANT'S CONTENT SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. PARTICIPANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE A CONTENT SUBMISSION, PARTICIPANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE CONTENT SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, PARTICIPANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE CONTENT SUBMISSION.

14. DISPUTES: Except where prohibited by law, as a condition of participating in this Contest, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any awards (or portion thereof) awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest to Essex County, New Jersey; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a Participant be permitted to obtain awards for, and Participant 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 participating in this Contest), and each Participant further waives all rights to have damages multiplied or increased. 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.

15. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA.

16. PRIVACY: Any personal information sent to, shared with or collected by Sponsor in connection with this Contest is subject to Sponsor's Privacy Policy found at <https://www.adp.com/privacy.aspx>. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use Participants' personal information submitted with entry for purposes of award fulfillment. Sponsor may also use Participants' personal information submitted with entry for future email marketing by Sponsor, such as to notify Participant of a product promotion that Sponsor thinks may be of interest. Participants may opt-out of the email list at any time by using the "unsubscribe" link in any such email message. Sponsor will not sell personal information submitted with entry. If you object to anything stated in these Official Rules or Sponsor's Privacy Policy, do not participate in the Contest.

17. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Participant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Participant also acknowledges that many ideas may be competitive with, similar or identical to the Content Submission and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Participant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Content Submission. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Content Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Content Submission or any material based on or allegedly based on the Content Submission, and the Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

18. WINNERS LIST: For a list of winners available after May 1, 2026, send a stamped, self-addressed envelope to be received by September 1, 2026, to: ADP Grit & Wisdom Contest Winners, c/o PMI, PO Box 172, Newtown, CT 06470-0172. VT residents may omit return postage.

19. MISCELLANEOUS: In the event that any provision of these Official Rules (or of any other Contest forms, releases, or communication) is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of the Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Contest-related materials, privacy policy or terms of use on any applicable website and/or the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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