

BELAY Payroll Services Giveaway and Contest for BELAY Client Payroll Launch
Official Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who sign up at the www.belaysolutions.com/payroll or www.belaysolutions.com/church-payroll and who are 21 years of age as of the date of entry. You must be the owner or on the executive team of a small business established as an LLC, S CORP or C CORP. The Campaign is only open to legal residents of the U.S.A. and is void where prohibited by law. Employees of BELAY and/or its affiliates, subsidiaries, advertising and promotion agencies, suppliers, (collectively the "Employees"), immediate family members, and/or those living in the same household as Employees, are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of BELAY as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted online starting March 15, 2023, and ending on April 15, 2023. All online entries must be received by April 15, 2023, and the client must speak to their Client Success Consultant by April 26th, with the agreement to kick off payroll services by May 12th, 2023.

4. **How to Enter:** The Campaign must be entered by submitting an entry and joining the payroll services waitlist using the online form provided at www.belaysolutions.com/payroll. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of BELAY. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. BELAY shall not be responsible for lost, late, or misdirected entries; or for any computer, online, telephone, or technical malfunctions that may occur. All entries become the property of BELAY and will not be returned. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of BELAY.

5. **Prizes:** Prize Winner will receive the services of a BELAY Payroll Processor for one (1) consecutive year during the named period; services provided by BELAY. The Winner will be required to sign a contract with BELAY for these services. The Payroll Processor will be contracted to work for the Winner based on their number of employees and quantity of payroll runs in a month. If the Winner chooses to increase hours per month during the one (1) year period, the Winner will pay all costs over and above the initial agreed-upon amount. If the Winner chooses to continue with BELAY services following the one (1) year period of free services offered, normal monthly rates of services will be applicable. No cash or other prize substitution shall be permitted except at BELAY's discretion. The prize is non-transferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. BELAY reserves the right to change the terms of the service period in the event there are irreconcilable differences between BELAY and the Winner. Acceptance of the prize constitutes

permission for BELAY to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** The Winner of the sweepstakes shall be selected by BELAY using a random drawing. Odds of winning will depend upon the number of eligible entries. The Winner of the payroll services will be announced on or before May 1, 2023, and will be notified of their winnings via email. BELAY shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 72 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BELAY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Winner's Obligations:** The prize Winners are required to execute an affidavit of eligibility as well as a sponsors' liability and publicity release within five days following the date of notification. The Winner shall also be required to show proof of their current employment and position within their company. Non-compliance with these obligations may result in disqualification and selection of an alternate Winner. Return of any prize or prize notification as undeliverable may result in disqualification and selection of an alternate Winner. Winners must satisfy all obligations within ten (10) business days of notice of winning.

9. **Cumulative Prizes:** The total value of the BELAY prize awarded during this giveaway is up to \$5,210.00.

10. **Taxes:** All taxes on prizes are the responsibility of the prize Winners. Winners must sign an IRS form W-9 before receiving any prize. Pursuant to IRS Circular 230, these Rules nor any other communication regarding this contest and giveaway is for the purpose of helping you avoid any penalties that may be imposed by federal tax law, and no affected taxpayer may use this contest or its rules in that manner.

11. **Entrant's agreement:** By entering, you agree to abide by the terms of these official rules and by the decisions we make regarding this giveaway and contest, which are final and binding on all matters. If you do not agree to that, please do not enter.

12. **Signing documents:** If you win, you will be required to sign a declaration of eligibility and a release before you receive your prize. If you decide you would rather not sign the release which we submit to you, you will not receive your prize.

13. **Entrant's release:** By entering, you agree in advance to release and hold harmless BELAY and their subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability or any injuries, loss, or damage of any kind arising from, or in connection with, this contest and giveaway. BELAY and their agents have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relating to the prizes including but not limited to its quality, merchantability or fitness for a particular purpose.

14. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF the U.S.A. AND GEORGIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Georgia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

15. **Disclaimer:** Sponsors assume no responsibility for anything that happens outside of our control to delay or prevent your entry, and we assume no responsibility for anything within our control that delays or prevents your entry except where by the exercise of ordinary care we could have kept it from happening or promptly corrected it.

16. **Winner's list:** For a list of the Winner, send a self-addressed, stamped envelope to BELAY Marketing: Winner's List 855 Woodstock Road Ste. 430-365 Roswell GA 30075-2274. Requests received later than thirty (30) days following the drawing date will not be filled.

17. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the BELAY website.

18. **Sponsor:** The Sponsor of the Campaign is BELAY.

19. By participating in the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations.