

2022-2023 DESJARDINS GOODSPARK GRANTS PROGRAM

Official program rules (“Rules”)

This program is sponsored and administered by the Fédération des caisses Desjardins du Québec and Caisse Desjardins Ontario Credit Union Inc., Desjardins Financial Security Life Assurance Company and Desjardins Financial Security Independent Network, a division of Desjardins Financial Security Life Assurance Company, and by Certas Home and Auto Insurance Company (hereinafter referred to as "Desjardins").

Program summary

Desjardins's mission is to contribute to improving the economic and social well-being of people and communities.

To show this continued investment, we are pleased to launch the 2022-2023 Desjardins GoodSpark Grants Program ("Program"). Small businesses are an important part of our communities across Canada and we want to help them to succeed. To this end, we are offering Grants of \$20,000 to small businesses, in accordance with these Rules. Small businesses are invited to apply for GoodSpark Grants through the Program website at goodsparkgrants.ca

Desjardins Ontario Credit Union account managers, Desjardins Insurance agents and account managers, and Desjardins Financial Security Independent Network (DFSIN) advisors are encouraging local small businesses in their communities that could benefit from a financial grant from Desjardins, to apply.

Grant description

If selected by Desjardins to receive a GoodSpark Grant, the successful applicant will receive:

1 of 150 GoodSpark Grants of \$20,000 (gross amount)* to be awarded and made payable to small businesses.

**Recipients of GoodSpark Grants must consult their own tax advisors to determine the taxable nature of the Grants.*

Eligibility criteria

To be eligible for a GoodSpark Grant, a small business must:

- be locally owned and operated, and be carrying on business in at least 1 of the following provinces: ON, AB, NB, PE, MB, NS, NL, SK and BC;
- complete the GoodSpark Grant application form online at goodsparkgrants.ca. One application only is permitted for each small business. An applicant may not submit an application for more than one small business. Note that application forms completed by an individual other than the owner of the small business or a duly authorized officer of the small business will not be accepted. For greater certainty, neither branch employees nor insurance agents may submit application forms on behalf of small businesses;
- have a minimum of 1 employee and up to a maximum of 50 employees. An “employee” is defined as an individual on the business' full-time or part-time regular payroll, with the requisite payroll deductions being applied by the business owner;
- have a Canadian/provincial business registration number in addition to a registered business name. Sole proprietorships, partnerships and corporations are eligible for GoodSpark Grants;
- have been in operation for at least 1 calendar year prior to October 1st, 2022;
- not be religiously or politically affiliated;

- not be owned, directly or indirectly, by any employee(s), Desjardins board members, agent(s), advisor(s), or team member(s) of Desjardins or of any Desjardins Group affiliate or by their immediate or extended family members;
- not be a franchised operation, as the term “franchise” is generally understood in the business community or as defined by provincial law;
- not have been a prior recipient of a Grant under the 2020 GoodSpark Small Business Grants program, 2021 GoodSpark Grants program or a 2020, 2021 and 2022 Fonds C Grant (Momentum Fund); and
- not be a charity, a non-profit organization or an organization receiving government funding on an ongoing basis for its operational expenses.

All businesses are subject to review and approval by Desjardins, in its absolute discretion, to determine their eligibility for the Program. All decisions of Desjardins regarding the Program and these Rules are final, legally binding and are not reviewable by any other body.

Focus areas

The small business applicant for a GoodSpark Grant must select from the following 4 options when completing the application form to indicate how a Grant, if received, would be used for their small business:

- **Sustainable development** – A project aimed at achieving one or more sustainable development objectives such as maintaining environmental integrity, ensuring social equity and/or aiming for economic efficiency.
- **Employment** – A project promoting the acquisition or retention of employees or targeting equity, diversity and inclusion.
- **Innovation** – A project promoting new initiatives to help modernize the business.
- **Community impact** – A project that positively influences the vitality of the community through the mobilization and involvement of the company in the community.

Requests to finance operational expenses (for example, marketing budget, loans, rent, current salaries, utilities, office equipment, taxes, etc.) will not be considered.

Desjardins may, at its sole discretion, accept or reject any application.

GoodSpark Grant selection criteria

The criteria that will be used in selecting a small business to receive a Grant under the Program include, but are not limited to, the following:

- the extent to which the small business meets all eligibility requirements as set out above;
- the degree to which the Grant is deemed to have a compelling impact on the small business; and
- the quality displayed by the applicant in the applicant's written submission in describing the reason(s) why the applicant should receive a Grant and how the Grant will be used.

Recipients will be selected based on a review of all applications by an internal Desjardins selection committee.

Successful applicants – Conditions

If selected as a successful applicant for a GoodSpark Grant, the applicant agrees to the following:

- the applicant has read, understands and will comply with these Rules;

- the applicant agrees that, if the applicant is a minor, the consent of the applicant's parent or guardian may be required as a condition of receiving the Grant;
- the applicant is the owner of the small business or is a duly authorized officer of the small business;
- the applicant accepts the Grant as awarded;
- the applicant, if selected as the recipient of a GoodSpark Grant, consents to Desjardins entering the applicant's business premises during normal business hours, without prior notice, in order to award the Grant;
- the applicant irrevocably authorizes Desjardins and their representatives to use the applicant's (or, if the applicant is a corporation, the President of the applicant's) name, photo, likeness, voice, business location and grant award statement to broadcast or publish, in whole or in part, for publicity purposes in any form of media whatsoever, including, but not limited to, television, radio and social media, without any territorial limitations and without any compensation. For greater certainty, the applicant authorizes Desjardins to photograph, videotape and/or record, in any form, the applicant's image and voice (together the "Recordings") as well as to create transcriptions of the applicant's voice, which may be translated into English or French, and used to promote the Program and future programs of a similar nature. The applicant grants Desjardins irrevocable permission to use the applicant's first name and last name and the province of residence of the applicant's small business in connection with the Recordings, transcriptions, and translations. The applicant assigns to Desjardins all rights in the Recordings, transcriptions, and translations, including, but not limited to copyright.

Without limiting the foregoing, the applicant authorizes Desjardins and their representatives to film or otherwise record: (i) the presentation of the Grant to the applicant at their business premises and (ii) the applicant's progress in the use of the Grant for a period of six (6) months from the date that the applicant receives the Grant funds and to use such film or recording for promotional purposes, without any compensation. If the applicant is a minor, the applicant agrees to provide written authorization, in a form satisfactory to Desjardins, that the applicant's parent or guardian has approved of the activities set out in this paragraph; and

- the applicant releases Desjardins and its branches and subsidiaries and all other Desjardins Group entities, their advertising and promotion agencies, and their employees, agents and representatives from any liability with respect to any damages that may arise from the acceptance or use of the Grant. The applicant waives any right it may have to any claim or recourse against the above-mentioned persons. The applicant agrees that this release is binding on the applicant's legal heirs and successors.

Application period

The Program application period begins on Monday, October 10, 2022, and ends Sunday, November 6, 2022. All applications must be submitted by 11:59 p.m. (EDT) on Sunday, November 6, 2022. Applications are to be completed by submitting the form found at goodsparkgrants.ca to Desjardins.

No purchase required

No purchase of Desjardins products is required to participate in the Program.

General conditions

- **Notification.** Successful applicants for GoodSpark Grants must be reached by Desjardins to advise them that they have been selected as Grant recipients. If applicants cannot be reached, or if they can be reached but decline acceptance of the Grant, Desjardins may withdraw the Grant offer and award the Grant to another applicant that meets all the requirements set out in these Rules.
- **Verification.** All applications are subject to verification by Desjardins. Any application that is incomplete, inaccurate, illegible, mutilated, fraudulent, registered or submitted late, that contains an invalid telephone number or is otherwise non-compliant with these Rules may be rejected.
- **Acceptance of Grants.** Grants must be accepted as described in these Rules and cannot be exchanged, substituted or transferred to anyone else, except as stipulated in these Rules.

- **Limitation of liability.** The successful Grant recipient releases Desjardins from any liability for damages that may arise from entering the Program or from accepting or using the Grant. The successful Grant recipient further releases Desjardins, or any person acting under the authority of Desjardins, including any photographers or persons involved in the recording or production of the Recordings, transcriptions or translations, from any and all claims or damages of any kind that the recipient may sustain resulting from the recording, production, reproduction, use or display of the Recordings, transcriptions or translations.
- **Limitation of liability – Receipt of entries.** Desjardins cannot be held liable for entries that are lost, misdirected or late, including as a result of any breakdown, for any reason whatsoever, of the Program website during the Program period, or for any damage to an applicant's computer or mobile device.
- **Program changes.** Desjardins reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Program in whole or in part should human intervention or an event take place that could alter or affect the administration, security, impartiality or operation of the Program as provided for in these Rules. Desjardins may not be held liable should such an event or intervention occur.
- **Termination.** If the Program is terminated, in whole or in part, for any reason whatsoever before the end date of the Program, Desjardins may, at its sole discretion, award the Grants by choosing from among all eligible entries duly received up to and including the Program's termination date.
- **Media release.** By accepting a Grant, the recipient irrevocably authorizes Desjardins and their representatives to use the applicant's (or, if the applicant is a corporation, the President of the applicant's) name, photo, likeness, voice, business location and grant award statement to broadcast or publish, in whole or in part, for publicity purposes in any form of media whatsoever, including, but not limited to, television, radio and social media, without any territorial limitations and without any compensation. For greater certainty, the applicant authorizes Desjardins to photograph, videotape and/or record, in any form, the applicant's image and voice (together the "Recordings") as well as to create transcriptions of the applicant's voice, which may be translated into English or French, and used to promote the Program and future programs of a similar nature. The applicant grants Desjardins irrevocable permission to use the applicant's first name and last name and the province of residence of the applicant's small business in connection with the Recordings, transcriptions and translations. The applicant assigns to Desjardins all rights in the Recordings, transcriptions and translations, including, but not limited to copyright.

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- **Personal information.** "Personal information" is defined in accordance with provincial and federal privacy laws. Personal information about applicants that is collected, used and disclosed in the course of the Program will be used solely to administer the Program and in accordance with Desjardins privacy policies, available at <https://www.desjardins.com/ca/privacy>, <https://www.dfsin.ca/privacy-policy?navigMW=pp>, <https://www.desjardinsagents.com/customer-care/privacy-security> and <https://www.desjardinslifeinsurance.com/en/legal-notice/privacy-policy>
- **Property.** Program application forms are the property of Desjardins and will not be returned to applicants under any circumstances.
- **Copy of Rules.** These Rules are available at [goodsarkgrants.ca](https://www.goodsarkgrants.ca) or upon request.