

ACT, Inc.
“ACT Scholarship Giveaway”

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND, OR ACT TEST REGISTRATION, IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT, OR ACT TEST REGISTRATION, WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. The “ACT Scholarship Giveaway” (the “Sweepstakes”) is only open to entrants who, as of the date of entry, are permanent legal residents of the fifty (50) United States of America and the District of Columbia, at least thirteen (13) years old, and in the tenth (10th) or eleventh (11th) grade (or, if home schooled, in the equivalent of tenth (10th) or eleventh (11th) grade, and projected to be eligible to attend a post-secondary educational institution no later than October 1, 2021). An entrant must satisfy all of the foregoing eligibility requirements in order to participate in the Sweepstakes. The Sweepstakes is void outside the fifty (50) United States of America and the District of Columbia; and where prohibited or restricted by law. Employees, officers and directors of ACT, Inc. (“Sponsor”), and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, are intended for viewing only within the eligible sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.

2. TIMING. The Sweepstakes entry period starts at 12:00 a.m. Central Time (“CT”) on February 22, 2019 and ends at 11:59 p.m. CT on June 24, 2019 (the “Entry Period”). As described in Section 5 below, there will be three (3) separate drawings in this Sweepstakes for three (3) separate Test Date Prizes (as defined in Section 6 below), and one (1) separate drawing in this Sweepstakes for one (1) Grand Prize (as defined in Section 6 below). For a specific Test Date Prize drawing, your entry must be submitted during the Entry Period no later than the applicable date and time described in Section 3 below for such Test Date Prize drawing (i.e., the applicable “Entry Cut-Off Date” for such drawing). There is no separate entry for the Grand Prize drawing; entries for the Grand Prize drawing are from eligible Test Date Prize entries. Sponsor’s computer is the official timekeeping device for the Sweepstakes.

3. HOW TO ENTER; ENTRY CUT-OFF DATES. There are two (2) ways for an eligible entrant to enter the Sweepstakes; by entering the Sweepstakes online during the Entry Period at the time of registering to take the April, June or July 2019 ACT Test (as defined below) (to the extent online registration is available to you for the selected ACT Test date), or by mailing in a Sweepstakes entry card (for which no purchase or ACT Test registration is required). For purposes of these Official Rules, the “ACT Test” means the ACT-administered national standardized college admission test to occur at an ACT authorized testing location in the fifty (50) United States of America or the District of Columbia (the “ACT Test”). Entrants may select their method of entry; however, there is a limit of two (2) entries per person in the Sweepstakes and no more than one (1) entry per Test Date Prize drawing, regardless of method of entry, or number of ACT Test registrations. Entries for the April Test Date Prize drawing must be submitted as described below no later than 11:59 p.m. CT on March 25, 2019, Entries for the June Test Date Prize drawing must be submitted as described below no later than 11:59 p.m. CT on May 20, 2019. Entries for the July Test Date Prize drawing must be submitted as described below no later than 11:59 p.m. CT on June 24, 2019. These Test Date Prize drawing entry cut-off dates and times are referred to in these Official Rules as the “Entry Cut-Off Dates.”

a. TO ENTER ONLINE: During the Entry Period, visit Sponsor’s website located at www.ACT.org, select the “Register Now for the ACT” button and sign into your ACT US web account (or create an ACT US web account; registration is free), and register for the April, June or July 2019 ACT Test (as such testing date is selected by you and to the extent online registration for the selected ACT Test date is available to you). Fully complete and submit the registration form for the applicable ACT Test, including making the applicable payments (if required). During the registration process, you will be invited to enter the Sweepstakes by an on-screen pop up message; follow the instructions for required acknowledgements, agreements and submissions for an entry. Upon successful ACT Test registration and processing of any required payments, your entry will be submitted for the

applicable Test Date Prize drawing associated with the ACT Test date for which you have registered (e.g., if you properly registered and paid for the April ACT Test by the applicable Cut-Off Date in the manner described above, your entry will be for the April ACT Test Date Prize drawing).

b. TO ENTER BY MAIL (No ACT Test Registration or Purchase Required): If you desire to obtain an entry in the Sweepstakes without registering for the ACT Test (including if you are eligible to participate in the Sweepstakes, but are unable or ineligible to register for the ACT Test online), you may obtain an entry by mail as described below. During the Entry Period, hand print your full name, age, grade (or, if home schooled, a statement of your equivalent grade and that you are projected to be eligible to attend a post-secondary educational institution no later than October 1, 2021), complete home address, phone number, email address (email address is optional), and specific identification of the Test Date Prize drawing for which your entry is being submitted (i.e., indicate your entry is for one of the “April Test Date Prize Drawing,” “June Test Date Prize Drawing,” or “July Test Date Prize Drawing”); you may only select one and not multiple Test Date Prize drawings) on a 3 x 5 inch piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to “ACT Scholarship Giveaway - Entry,” c/o ACT, Inc., 500 ACT Drive, MZ32, Iowa City, Iowa 52243-0168. You must provide and submit all required information above. A mail-in entry must be postmarked no later than the applicable Entry Cut-Off Date for the ACT Test date associated with your selected Test Date Prize drawing as indicated on your entry card (for example, if you indicate the April Test Date Prize drawing on your card, your card must be postmarked no later than 11:59 p.m. CT on March 25, 2019 as provided above), and received by Sponsor no later than seven (7) days after the applicable Entry-Cut Off Date. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification. Only one (1) entry card per separately mailed outer envelope.

c. FOR ALL ENTRIES: LIMIT: Two (2) entries per person in the Sweepstakes and no more than one (1) entry per Test Date Prize drawing, regardless of method of entry or number of ACT Test registrations. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period (or during such other dates and times as expressly specified above). All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission or mailing will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants (and if entrant is a minor, an entrant’s parent or legal guardian) will cooperate with Sponsor and its representatives in connection with any and all verification activities. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant (and a minor entrant’s parent and legal guardian) fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of the prizes), which are final and binding in all respects.

5. DRAWINGS; ODDS; NOTIFICATION. There will be a total of four (4) drawings in the Sweepstakes; one (1) drawing for each Test Date Prize, and one (1) drawing for the Grand Prize. On or about April 17, 2019, Sponsor will randomly select one (1) potential April Test Date Prize winner from among all eligible entries received by Sponsor for the April Test Date Prize drawing through all methods of entry. On or about June 12, 2019, Sponsor will randomly select one (1) potential June Test Date Prize winner from among all eligible entries received by Sponsor for the June Test Date Prize drawing through all methods of entry. On or about July 17, 2019, Sponsor will randomly select one (1) potential July Test Date Prize winner from among all eligible entries received by Sponsor for the July Test Date Prize drawing through all methods of entry. On or about July 17, 2019, Sponsor will randomly select one (1) potential Grand Prize winner from among all eligible entries received by Sponsor in the Sweepstakes through all methods of entry. Odds of winning a Test Date Prize depend on the number of eligible entries received by Sponsor for which the drawing is conducted. Odds of winning a Grand Prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. A selected entrant (and a minor winner’s parent or legal guardian) must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone, mail, courier, and/or email using the contact information provided by an entrant in the entrant’s online ACT Test registration or mail-in entry form, as applicable. A potential winner (and a minor winner’s parent or legal guardian, on behalf of the minor winner and on

behalf of the parent or legal guardian) will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim the potential winner's prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted directly by Sponsor within seventy-two (72) hours of the first attempt to contact him/her, or if a potential winner (or a minor winner's parent or legal guardian) fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible, or if a potential winner (or a minor winner's parent or legal guardian) does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the applicable Test Date Prize drawing (for a Test Date Prize) or for the Sweepstakes (for the Grand Prize). In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule. Sponsor is not responsible for the failure of a potential winner (or a minor potential winner's parent or legal guardian) to receive any of Sponsor's notifications or documents for any reason, or for the inability of a potential winner (or a minor potential winner's parent or legal guardian) to respond to any of Sponsor's notifications or return any required documents for any reason.

6. PRIZES.

a. GENERALLY. Subject to the terms and conditions of these Official Rules, four (4) prizes will be awarded in this Sweepstakes: (i) three (3) "Test Date Prizes," allocated to one (1) April Test Date Prize, one (1) June Test Date Prize, and one (1) July Test Date Prize, and (ii) one (1) "Grand Prize." The approximate retail value ("ARV") of all prizes to be awarded in this Sweepstakes is seventy-five thousand dollars (\$75,000) allocated ten thousand dollars (\$10,000) to each Test Date Prize (for a total of thirty thousand dollars (\$30,000) for all Test Date Prizes), and forty-five thousand dollars (\$45,000) to the Grand Prize.

b. TEST DATE PRIZES. A Test Date Prize consists of and is limited to (i) one (1) five thousand dollar (\$5,000) one (1)-year scholarship (ARV \$5,000), as described in more detail in Section 6(d) below, and (ii) a technology prize bundle consisting of a laptop computer (with warranty), 21.5" 4K display, laptop stand, external keyboard, external mouse, premium headphones, tablet computer, electronic stylus, software package, technology backpack and \$650 cash gift card (items as selected and provided by Sponsor in its sole discretion; manufacturer, model and other features as determined by Sponsor in its sole discretion; gift card subject to the terms, conditions, limitations and restrictions thereof; collectively, the "Technology Prize") (ARV \$5,000). Total ARV of a Test Date Prize is ten thousand dollars (\$10,000). **THE TECHNOLOGY PRIZE ITEMS CONSIST OF AND ARE LIMITED ONLY TO THE UNITS AND OTHER ITEMS WHICH ACCOMPANY A BASE MODEL UNIT IN ITS BOX. ADDITIONAL SERVICES AND/OR ITEMS ARE OR MAY BE REQUIRED TO USE THE TECHNOLOGY PRIZE, AND THOSE SERVICES AND ITEMS ARE NOT INCLUDED WITH THE TECHNOLOGY PRIZE BUT MUST BE PURCHASED OR OTHERWISE OBTAINED AT THE WINNER'S TIME AND EXPENSE IN ORDER TO USE THE TECHNOLOGY PRIZE.**

c. GRAND PRIZE. The Grand Prize consists of and is limited to (i) one (1) forty thousand dollar (\$40,000) four (4)-year scholarship (ARV \$40,000), as described in more detail in Section 6(d) below, and (ii) a Technology Prize (as described in Section 6(b) above (ARV \$5,000). Total ARV of the Grand Prize is forty-five thousand dollars (\$45,000).

d. SCHOLARSHIPS. Scholarships to be awarded in this Sweepstakes consist of and are limited to a non-renewable scholarship in the awarded amount to any post-secondary Title IV eligible institution located in the fifty (50) United States of America and the District of Columbia, for attendance to begin no earlier than August 2020 and no later than October 1, 2021. A one (1)-year Test Date Prize scholarship will only be paid for the recipient's first year of attendance at an eligible institution. A four (4)-year Grand Prize scholarship will only be paid for the recipient's first four (4) consecutive years of attendance at an eligible institution. Scholarships may be used only for tuition and books. Scholarship funds will be paid directly to the institution and not the prize winner. Scholarships are not renewable and are a one-time only scholarship. If a prize winner does not enroll in and commence classes at an eligible institution by October 1, 2021, Sponsor may, in its sole discretion, deem the entire scholarship forfeited, in which case, no consideration will be paid to the prize winner. Unused portions of a scholarship will also be forfeited, in which case, no consideration will be paid to the prize winner. Scholarships are

subject to the terms, conditions, limitations and restrictions thereof imposed by Sponsor which may be in addition to those described above and will be set out in a letter from Sponsor to the winner, which the winner (and a minor winner's parent or legal guardian) must agree to, sign and return to Sponsor by the date required by Sponsor.

e. ALL PRIZES. Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. A prize must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if a prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 (or comparable tax form) for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. If a winner is a minor in his/her jurisdiction of primary residence, the prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. **LIMIT:** One (1) Test Date Prize per person or address (physical or email) in this Sweepstakes. An entrant is not precluded from winning both a Test Date Prize and the Grand Prize.

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner's (and a minor winner's parents' and legal guardians') consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online, on websites and in social media), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right to require entrants or winners (and a minor entrant's or minor potential winner's/winner's parent or legal guardian) to complete, execute and deliver to Sponsor additional documents at any time as required by Sponsor, in the forms provided and within the timeframe required by Sponsor, or the entrant, potential winner or winner may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment, which entries may be allocated by Sponsor (as determined by Sponsor) among the relevant drawing pools described in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website, application or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant (and a minor entrant's parents and legal guardians) forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information, or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete,

misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Des Moines, Iowa; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Iowa for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Iowa, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Iowa.

12. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <http://www.act.org/content/act/en/privacy-policy.html>.

13. OFFICIAL RULES. These Official Rules are available at www.act.org/actscholarshipgiveaway or by sending a self-addressed postage-stamped envelope to "ACT Scholarship Giveaway – Rules Request," c/o ACT, Inc., 500 ACT Drive, MZ 32, Iowa City, Iowa 52243-0168. Vermont residents may omit return postage.

14. WINNERS' LIST. To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to "ACT Scholarship Giveaway – Winners' List," c/o ACT, Inc., 500 ACT Drive, MZ 32, Iowa City, Iowa 52243-0168. Requests must be received by August 31, 2019.

15. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is ACT, Inc., 500 ACT Drive, MZ 32, Iowa City, Iowa 52243-0168.