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, the District of Columbia and Puerto Rico, at least thirteen (13) years old, and in the tenth (10th) grade (Class of 2022), eleventh (11th) grade (Class of 2021) or twelfth (12th) grade (Class of 2020) (or, if home schooled, in the equivalent of tenth (10th), eleventh (11th) or twelfth (12th) grade, and projected to be eligible to attend a post-secondary educational institution no later than October 1, 2022). The foregoing requirements are referred to in these Official Rules as the “General Eligibility Requirements.” Additionally, eligible Sweepstakes entrants who are in the eleventh (11th) or twelfth (12th) grade (or if home schooled, in the equivalent of eleventh (11th) or twelfth (12th) grade) and who meet the eligibility requirements for receiving an ACT fee waiver (as described further below*) (the “Fee Waiver Eligibility Requirements”) will also be eligible to participate in separate drawings for Supplementary Prizes (as defined and described in Section 6 below). An entrant must satisfy all of the General Eligibility Requirements in order to participate in the Sweepstakes and General Prize (as defined and described in Section 6 below) drawings, and must also satisfy the Fee Waiver Eligibility Requirements in order to participate in the additional Supplementary Prize drawings. The Sweepstakes is void outside the fifty (50) United States of America, the District of Columbia and Puerto Rico; 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, grandchildren, 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.

*ACT Fee Waiver Information: The requirements for student eligibility for an ACT fee waiver (and information regarding the ACT fee waiver) are listed at https://www.act.org/content/dam/act/unsecured/documents/FeeWaiver.pdf; provided, however, for purposes of eligibility for the participation in the Supplementary Prize drawings in this Sweepstakes, testing must be only for the fifty (50) United States of America, the District of Columbia or Puerto Rico (and does not include testing for U.S. territories other than Puerto Rico). A potential winner of a Supplementary Prize will be required to provide an affidavit of satisfaction of both the General Eligibility Requirements and the Fee Waiver Eligibility Requirements as a condition to claiming the prize.

2. TIMING; ENTRY PERIODS. The overall Sweepstakes entry period starts at 12:00 a.m. Central Time (“CT”) on September 3, 2019 and ends at 11:59 p.m. CT on June 26, 2020, and is divided into six (6) separate periodic entry periods described below (each periodic entry period is referred to in these Official Rules as an “Entry Period”). Each Entry Period has its own associated “Drawing Date.” As described in Section 5 below, there will be seven (7) separate drawings in this Sweepstakes on six (6) different Drawing Dates (as set forth below) for seven (7) separate General Prizes, and seven (7) separate drawings in this Sweepstakes on such Drawing Dates for seven (7) separate Supplementary Prizes. For a drawing on a specific Drawing Date, an entrant’s entry must be submitted during the applicable Entry Period for such Drawing Date as set forth below. Each Entry Period starts at 12:00 a.m. CT and ends at 11:59 p.m. on the applicable Entry Period’s starting and ending dates. Sponsor’s computer is the official timekeeping device for the Sweepstakes.

<table>
<thead>
<tr>
<th>Entry Period</th>
<th>Drawing Date</th>
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<tbody>
<tr>
<td>September 3, 2019 - October 4, 2019</td>
<td>October 30, 2019</td>
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<tr>
<td>October 5, 2019 - November 22, 2019</td>
<td>December 18, 2019</td>
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<tr>
<td>November 23, 2019 - January 17, 2020</td>
<td>February 12, 2020</td>
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3. **HOW TO ENTER.** There are two (2) ways for an eligible entrant to enter the Sweepstakes; by entering the Sweepstakes online during an Entry Period (entry is automatic) at the time of registering to take the October 2019, December 2019, February 2020, April 2020, June 2020 or July 2020 ACT Test (as defined below) (to the extent online registration is available to you for the selected ACT Test date), or alternately by creating a free student account for the ACT Academy and entering online through the Sweepstakes entry form provided at the ACT Academy webpage (for which no purchase or ACT Test registration is required). Method of entry does not affect the ability to win a prize. 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, the District of Columbia or Puerto Rico, and a “Test Date” means the periodic 2019-2020 ACT Test dates described in this Section 3. Entrants may select their method of entry; however, there is a limit of one (1) entry per person per Entry Period, regardless of method of entry. Entries for the Sweepstakes drawings must be submitted to Sponsor in the manner as described below during an applicable Entry Period. Subject to these Official Rules, entries submitted in accordance with this Section 3 during an applicable Entry Period will be entered in the applicable prize drawing(s) described in Section 3 below to occur on or about the corresponding Drawing Date for that Entry Period.

   a. **TO ENTER ONLINE (Automatic Entry); Opt-Out:** During an 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 a Test Date (as such Test Date is selected by you and to the extent online registration for the selected 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). Upon successful ACT Test registration and processing of any required payments, your entry will be automatically submitted for the applicable Drawing Date prize drawings associated with the Entry Period in which you registered (e.g., if you properly registered and paid for an ACT Test during the October 5-November 22, 2019 Entry Period in the manner described above, your entry will be for the applicable December 18, 2019 Drawing Date prize drawing(s)). If you do not desire to have an automatic entry in the Sweepstakes associated with your ACT Test registration, notify Sponsor to remove your entry from the Sweepstakes by writing Sponsor with your removal request together with your name, contact information and Test Date for which you registered to take the ACT Test (all as set forth in your ACT Test registration form) to the following address: ACT Scholarship Giveaway – Opt-Out Request,” c/o ACT, Inc., 500 ACT Drive MZ 23, Iowa City, Iowa 52243-0168; alternately, you may decline acceptance of a prize should you be selected as a potential winner and decide not to participate in the Sweepstakes.

   b. **TO ENTER AT THE ACT ACADEMY WEBSITE (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, or if you registered for the ACT Test prior to the start of the Sweepstakes), you may obtain an entry as described below. During an Entry Period, visit the ACT Academy website located at academy.act.org, sign in to the ACT Academy using your student account (if you have one) and join the PreACT/ACT practice class; at the class site you may access the Sweepstakes entry form. Fully complete and submit the Sweepstakes entry form, including, if applicable and if you desire to also participate in the applicable Supplemental Prize drawing, an affirmation that you satisfy the Fee Waiver Eligibility Requirements. If you do not have a student ACT Academy account, you may create an account for free; while creating the account check the box saying “I’m here to practice for the ACT/PreACT.” Note: The email used to create your ACT Academy student account and as provided in your Sweepstakes entry form must match. You must have a valid ACT Academy student account and provide and submit all required information on the Sweepstakes entry form. A Sweepstakes entry form must be submitted as provided above during an applicable Entry Period for the Drawing Date drawing(s) in which you desire to have your entry submitted (for example, if you desire to have your entry submitted for the applicable drawing(s) to occur on December 18, 2019, your entry form must be submitted during the October 5-November 22, 2019 Entry Period as provided above).

   c. **FOR ALL ENTRIES:** LIMIT: No more than one (1) entry per person per Entry Period, regardless of method of entry. All entries, regardless of method of entry, must be received by Sponsor during the
applicable Entry Period for the applicable Drawing Date drawing(s). All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission 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. Attempts to obtain more than the permitted number of entries, including, without limitation, by using alternate or multiple email addresses, ACT Academy accounts, or ACT U.S. web accounts; or submitting mass entries or entries generated by a script, macro or use of automated devices; or otherwise, 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 fourteen (14) drawings in the Sweepstakes; seven (7) drawings for General Prizes, and seven (7) drawings for Supplementary Prizes. On or about an applicable Drawing Date, Sponsor will randomly select one (1) potential General Prize winner and one (1) potential Supplementary Prize winner from among all applicable entries received by Sponsor for such Drawing Date through all methods of entry; provided, however, for the October 30, 2019 Drawing Date drawings, Sponsor will randomly select two (2) potential General Prize winners and two (2) potential Supplementary Prize winners. Drawing Date drawings will be conducted first for the General Prizes (which will include Sweepstakes entries received by Sponsor for the Entry Period for the applicable Drawing Date), and then for the Supplementary Prizes (which is for Sweepstakes entries from entrants who also affirm in their ACT Test registration or Sweepstakes entry form that they meet the Fee Waiver Eligibility Requirement). For clarity, entries received by Sponsor during an Entry Period from entrants who affirm they meet the Fee Waiver Eligibility Requirements will first be included with the other entries in the General Prize drawing for the corresponding Drawing Date and then (if such entry does not win a General Prize) in the Supplementary Prize drawing for such Drawing Date. Odds of winning a General Prize or Supplementary Prize depend on the number of entries received by Sponsor for which the applicable drawing is conducted. 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 Sweepstakes 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 non-winning entries received by Sponsor for the applicable Drawing Date drawing. 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, fourteen (14) prizes will be awarded in this Sweepstakes: (i) seven (7) “General Prizes,” with two (2) allocated to the October 30, 2019
Drawing and one (1) allocated to each of the remaining Drawing Dates, and (ii) seven (7) “Supplementary Prizes,” with two (2) allocated to the October 30, 2019 Drawing Date and one (1) allocated to each of the remaining Drawing Dates. The approximate retail value (“ARV”) of all prizes to be awarded in this Sweepstakes is two hundred eighty thousand dollars ($280,000), allocated twenty thousand dollars ($20,000) to each General Prize and Supplementary Prize, for a total of one hundred forty thousand dollars ($140,000) for all General Prizes, and one hundred forty thousand dollars ($140,000) for all Supplementary Prizes.

b. GENERAL PRIZES AND SUPPLEMENTARY PRIZES. A General Prize and a Supplementary Prize each consists of and is limited to (i) one (1) fifteen thousand dollar ($15,000) scholarship (ARV $15,000), as described in more detail in Section 6(c) 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 General Prize or a Supplementary Prize is twenty thousand dollars ($20,000). 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. SCHOLARSHIPS. Scholarships to be awarded in this Sweepstakes consist of and are limited to a fifteen thousand dollar ($15,000) maximum total value non-renewable scholarship 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, 2022, and to end (subject to the following terms of this Section 6(c)) no later than July, 2026. A scholarship will be available to be paid, in whole or in part, only during the prize winner’s first four (4) consecutive years of attendance at an eligible institution, commencing at the start of the winner’s first semester or quarter (as applicable) of enrollment 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, 2022, 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.

d. 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) prize per person or address (physical or email) in this Sweepstakes.
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, potential winners and 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 may modify and amend these Official Rules as they appear online from time to time during the conduct of the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. 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 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 Dates and 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. Sponsor reserves the right to cancel this Sweepstakes at any time in its sole discretion and substitute another promotion in its place.

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 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, or misdirected 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. Without limiting the foregoing, Sponsor may use an entrant’s personal information for purposes of reporting or publicizing entrant as a winner of this Sweepstakes, including in any publicly available or reported winner’s list. Sponsor and its designees may also 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.


15. SPONSOR. The sponsor of the Sweepstakes is ACT, Inc., a nonprofit corporation, and the address at which the Sponsor may be contacted is ACT, Inc., 500 ACT Drive, MZ 23, Iowa City, Iowa 52243-0168.

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