

ACT, Inc.

“ACT Summer Passport”

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 Summer Passport Sweepstakes” (the “Sweepstakes”) is only open to entrants who, as of the date of entry, are permanent legal residents of the forty-eight (48) contiguous United States of America (i.e., excluding Alaska and Hawaii) and the District of Columbia, at least fourteen (14) years old, and in the ninth (9th), tenth (10th), eleventh (11th), or twelfth (12th) grade, or received a high school diploma in 2023 (or, if home schooled, in the equivalent of ninth (9th), tenth (10th), eleventh (11th), or twelfth (12th) grade). ENTRANTS WHO ARE MINORS MUST GET THEIR PARENT OR LEGAL GUARDIAN’S PERMISSION PRIOR TO PARTICIPATING IN THE SWEEPSTAKES. An entrant must satisfy all of the foregoing eligibility requirements in order to participate in the Sweepstakes. The Sweepstakes is void outside the eligible Sweepstakes territory, 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 or consultants, 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.

2. **TIMING.** Eligible entrants may enter the Sweepstakes beginning at 10:00 a.m. Central Time (“CT”) on June 5, 2023. The Sweepstakes will consist of eight (8) entry periods (each an “Entry Period”) as follows:

- Week 1 Entry Period: 10:00 a.m., CT on June 5, 2023 and ends at 9:59 a.m., CT on June 8, 2023.
- Week 2 Entry Period: 10:00 a.m., CT on June 13, 2023 and ends at 9:59 a.m., CT on June 15, 2023.
- Week 3 Entry Period: 10:00 a.m., CT on June 20, 2023 and ends at 9:59 a.m., CT on June 23, 2023.
- Week 4 Entry Period: 10:00 a.m., CT on June 28, 2023 and ends at 9:59 a.m., CT on June 29, 2023.
- Week 5 Entry Period: 10:00 a.m., CT on July 6, 2023 and ends at 9:59 a.m., CT on July 10, 2023.
- Week 6 Entry Period: 10:00 a.m., CT on July 12, 2023 and ends at 9:59 a.m., CT on July 14, 2023.
- Week 7 Entry Period: 10:00 a.m., CT on July 17, 2023 and ends at 9:59 a.m., CT on July 21, 2023.
- Week 8 Entry Period: 10:00 a.m., CT on July 26, 2023 and ends at 9:59 a.m., CT on July 28, 2023.

The Sweepstakes will end at 9:59 a.m. CT on July 28, 2023. Sponsor’s computer is the official timekeeping device for the Sweepstakes.

3. **HOW TO ENTER; ENTRY REQUIREMENTS.**

a. How to Enter. During an Entry Period, eligible entrants may enter the Sweepstakes on Instagram by following the steps outlined below. LIMIT: One (1) entry per eligible entrant per Entry Period. All entries, regardless of method of entry, must be received by Sponsor's designees during the applicable Entry Period. An entrant is solely responsible for following all applicable social media terms of use and guidelines and the requirements stated in Section 3(b) below in making a post or engaging in any activity on an applicable social media platform.

i. Week 1 Entry Requirements. During the Week 1 Entry Period, eligible entrants may enter the Sweepstakes by (1) commenting one thing you are excited to learn more about this summer on the ACT Instagram week 1 giveaway post, (2) liking the Instagram post, and (3) following the ACT Student Instagram account (@actstudent).

ii. Week 2 Entry Requirements. During the Week 2 Entry Period, eligible entrants may enter the Sweepstakes by (1) uploading a qualifying photo or video of you on Instagram that identifies what you wanted to be as a kid vs what career(s) the ACT interest inventory survey recommends for you after taking the survey. An eligible entrant's photo or video must conform to the requirements in Section 3(b), and contain the tags and hashtags described therein.

iii. Week 3 Entry Requirements. During the Week 3 Entry Period, eligible entrants may enter the Sweepstakes by (1) creating an Encourage account (app or web version), (2) liking the ACT Instagram week 3 giveaway announcement post, (3) following both ACT (@actstudent) and Encourage (@encourage_app), and (4) commenting a college or career you're exploring in a comment on that post.

iv. Week 4 Entry Requirements. During the Week 4 Entry Period, eligible entrants may enter the Sweepstakes by (1) finding the ACT Summer Passport keyword found on one of the ACT career planning resources pages found at <https://www.act.org/content/act/en/students-and-parents/careerplanning/career-planning-resources.html> and (2) entering that keyword in the ACT week 4 Instagram Story comment box.

v. Week 5 Entry Requirements. During the Week 5 Entry Period, eligible entrants may enter the Sweepstakes by (1) commenting on the ACT Instagram week 5 giveaway post what class you are most looking forward to this next school year, (2) liking the Instagram post, and (3) following the ACT Student Instagram account (@actstudent).

vi. Week 6 Entry Requirements. During the Week 6 Entry Period, eligible entrants may enter the Sweepstakes by (1) uploading a qualifying photo or video of you on Instagram that shows what high school club or extracurricular activity you love. An eligible entrant's photo or video must (i) conform to the requirements in Section 3(b), and contain the tags and hashtags described therein.

vii. Week 7 Entry Requirements. During the Week 7 Entry Period, eligible entrants may enter the Sweepstakes by (1) commenting on the ACT Instagram week 7 giveaway post one thing you're adding to your resume after this summer, (2) liking the Instagram post, and (3) following the ACT Student Instagram account (@actstudent).

viii. Week 8 Entry Requirements. During the Week 8 Entry Period, eligible entrants may enter the Sweepstakes by (1) registering for the September ACT My Journey: Connection virtual webinar at act.org/myjourney, (2) liking the Instagram post, (3) following the ACT Student Instagram account

(@actstudent) and (4) commenting an emoji once you've registered for the September ACT My Journey: Connection virtual webinar on the week 8 ACT Instagram giveaway post.

b. For Entry Photo/Video Requirements. www.instagram.com. Creating an Instagram account is free. Each entry photo or video must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

i. IF THE ENTRANT IS A MINOR, THE ENTRANT MUST GET THEIR PARENT OR LEGAL GUARDIAN'S PERMISSION PRIOR TO POSTING AN ENTRY PHOTO OR VIDEO OR OTHER SOCIAL MEDIA POST.

ii. The entry may only feature the entrant and no other individual(s) and must include the required tag (@actstudent) and hashtag #ACTSweepstakes.

iii. The entry must be digital and uploaded in a format permitted by Instagram.

iv. The entry must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, an entry must not contain any obscene images, nudity, profanity or lewd gestures.

v. The entry must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property.

vi. The entry must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the entry (or any part thereof) by Sponsor or any of its designees. Wearing officially licensed clothing or displaying other officially licensed items with your school's name or logo in your photo or video entry, or displaying your own written name of such school in your photo or video entry, is acceptable.

vii. The entry must NOT have been previously published, submitted to another promotion, won any other award, broadcast on a media network or submitted to any entertainment entity.

viii. To the extent that a third party shot or helped with the production of an entry, the entrant must be able to provide on request all appropriate clearances, permissions and releases from that third party's participation in the creation or production of the entry and location releases for all recognizable locations. In the event an entrant cannot provide all required releases, Sponsor reserves the right, in its sole discretion, to disqualify the applicable entry or seek to secure the releases and clearances for Sponsor's benefit.

ix. By submitting an entry, the entrant (and a minor entrant's parent or legal guardian) represents and warrants that the submitted entry complies with all requirements of these Official Rules, including those set forth in this Section 3(b), and will indemnify, defend and hold Sponsor and all Sweepstakes parties harmless from and against any breach of such representation and warranty.

c. For All Entries. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of posting to Instagram will not be deemed to be proof of receipt of entry by Sponsor or its designees. 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 including a providing parental consent for minor entrants in a form satisfactory to the Sponsor. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified.

d. Social Media Accounts/Email Addresses. An entrant must be the rightful owner (or have authorized use) of the entrant's social media accounts and email address associated with the social media account used to enter the Sweepstakes. Multiple entrants are not permitted to share the same social media account or email address as other entrants. Any attempt by any entrant to obtain additional entries beyond the limit by using multiple/different social media accounts or email addresses, or identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to an entrant's entry, the natural person who is the authorized account holder of the email address identified with the entrant's entry (including the entrant's social media account used for the entry) will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Sweepstakes. Each potential winner may be required to show proof of being the authorized social media account holder or email address holder. If a dispute cannot be resolved to Sponsor's satisfaction, a potentially winning entrant may be deemed ineligible and disqualified.

e. Certain Rights and Notices Regarding Postings. By submitting an entry in this Sweepstakes, an entrant (and a minor entrant's parent or legal guardian), grants Sponsor the irrevocable, perpetual, royalty-free, unlimited, unrestricted, transferable, worldwide, right and license to display, post, repost, distribute, edit, modify, and otherwise use in any manner as determined by Sponsor, the entry, post, or any portion(s) thereof, on the social media platform on which such entry was posted by entrant, without further consideration, or payment, notice, review, approval, attribution or consent. Sponsor shall have no obligation to take down any such posts or materials; provided, however, if an entrant (or a minor entrant's parent or legal guardian) desires to request a takedown of any such materials posted on Sponsor's applicable social media account, such request may be directed to Sponsor at Sponsor's contact information below.

f. Additional Requirements. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHODS OF ENTRY WILL BE ACCEPTED. Normal Internet access and usage charges imposed by entrant's online service will apply. See Section 12 below ("Data Collection") regarding data collected online in connection with an entrant's entry. Failure to submit all required information and submissions in the manner required in these Official Rules may result in disqualification. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND ENTRIES.

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.

Each Entry Period Sponsor will randomly select the applicable number of potential prize winners on or about the date stated below from among all eligible entries received by Sponsor during the relevant Sweepstakes Entry Period through all methods of entry:

Entry Period	Number of Potential Prize Winners	Approximate Winner Selection Date
Week 1	10	June 12, 2023
Week 2	4	June 19, 2023
Week 3	8	June 26, 2023
Week 4	10	June 29, 2023
Week 5	5	July 11, 2023
Week 6	4	July 18, 2023
Week 7	4	July 24, 2023
Week 8	25	July 31, 2023

Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes during each Entry Period. A selected entrant (and a minor entrant'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 direct message in the applicable social media platform. A potential winner (and a minor potential 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 Liability Release; a Publicity Release, except where prohibited by law; and, if the potential winner is a minor, a parental consent form (collectively, the "Forms") in the form(s) provided by Sponsor in order to claim the potential winner's prize. The Forms must be returned to Sponsor by the date and/or time indicated within the Forms. If a potential winner cannot be contacted directly by Sponsor within seventy-two (72) hours of the first attempt to contact the potential winner, or if a potential winner (or a minor potential winner's parent or legal guardian) fails to return the Forms 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. 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, prizes will be awarded as described in this Sweepstakes: The approximate retail value ("ARV") of a prize to be awarded in this Sweepstakes is located below in section 6.b, and the ARV of all prizes to be awarded in this Sweepstakes is three thousand, nine hundred thirty-two dollars (\$3,932).

b. Prizes consist of and are limited to:

- Week 1; 10 winners: Amazon gift card (ARV \$50)
- Week 2; 4 winners: Apple AirPods 2nd generation (No Warranty; ARV \$129)
- Week 3; 8 winners: Fujifilm Instax Mini camera bundle (ARV \$100)
- Week 4; 10 winners: 24 oz Hydroflask Water bottle (ARV \$45)
- Week 5; 5 winners: Amazon gift card (ARV \$50)
- Week 6; 4 winners: Apple AirPods 2nd generation (No warranty; ARV \$129)
- Week 7; 4 winners: JBL Flip 6 Wireless Speaker (No warranty; ARV \$100)
- Week 8; 25 winners: Amazon gift card (ARV \$20)

All prize items are selected and provided by Sponsor in its sole discretion (including, without limitation, manufacturer, model and other features). Gift cards are subject to the terms, conditions, limitations and restrictions thereof.

c. 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. 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. Noncompliance 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, image, 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, approval, attribution 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 nonelectronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures, or any other fact, factor or circumstance 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. 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, Instagram 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 or posting of entries or 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, social media platform, vendor platform, 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, uploading or

downloading any material from Sponsor's website(s) or any social media or vendor platforms, 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/privacy>

13. OFFICIAL RULES. These Official Rules are available at act.org/summerpassport or by sending a self-addressed postage-stamped envelope to "ACT Summer Passport Sweepstakes – 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 Summer Passport Sweepstakes – Winners' List," c/o ACT, Inc., 500 ACT Drive, MZ 32, Iowa City, Iowa 52243-0168. Requests must be received by August 31, 2023.

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. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.