# Instructions for Completing Your Answer Document



www.act.org/preact



# **Examinee Terms and Conditions**

The PreACT® Test Examinee Terms and Conditions ("Terms and Conditions") are a legal agreement between the person who will take the PreACT Test ("you") and ACT, Inc. ("ACT"). They set out important policies and procedures related to your taking the PreACT or PreACT Secure Test ("test"). By taking the test, you are agreeing to these Terms and Conditions.

NOTICE: By taking the test, you represent and affirm the following to ACT:

- The information you have provided to ACT is true.
- You have read, understand, and agree to be bound by these Terms and Conditions and other ACT policies referenced in these Terms and Conditions.
- You are not working for or on behalf of any test preparation provider(s).
- Any and all disputes, claims, controversies ("Disputes") between you and ACT—
  other than Disputes solely involving infringement of intellectual property rights—
  will be resolved through binding arbitration as set out below, and you are waiving
  your right to having any such Dispute heard by a judge or jury.
- 1. ACT Intellectual Property Rights. This test is the property of ACT. ACT owns all answers and answer documents you submit as well as all score-related data maintained by ACT, and you will not be allowed to keep your PreACT answer document or the test booklet after completing the test. PreACT assessments are proprietary and are copyrighted by ACT. You may not copy, photograph, memorize, disclose, or use any other means to share, publish, disclose, or make known any content contained in this test—before, during, or after the time the test is administered. A violation of this prohibition may result in your scores being canceled or not reported, as well as legal action being taken against you for violating ACT's intellectual property rights.
- 2. Privacy Policy and Notice of Collection of Personally Identifying Information. ACT collects personally identifying information when you register for or take one of our tests. Some of this information is mandatory (including, but not limited to, your name, address, and date of birth), because it enables ACT to, for example, administer the test, report scores to colleges, and protect test security. ACT recognizes the importance of protecting the privacy of your personally identifying information. Our processing of such information, including collection, use, transfer, and disclosure, is described in the ACT Privacy Policy found at www.act.org/privacy. When you register for or take an ACT test, you consent to the ACT Privacy Policy. If you or your parent or guardian has any questions about the ACT Privacy Policy, contact our Data Protection Officer at DPO@act.org.
- 3. Items Brought to the Test. ACT and your test administrator may restrict the items you bring to the test. All items you bring or wear, such as hats, glasses, masks, purses, backpacks, cell phones, calculators, other electronic devices, pre-approved medications or personal aids, and watches, may be searched or inspected at the discretion of ACT and test staff. Searches may include the use of tools, such as handheld metal detectors that detect prohibited metal items. ACT may confiscate and retain for a reasonable period any item suspected of having been used, or capable of being used, in violation of these Terms and Conditions. ACT may also provide such items to, and permit searches of such items by, third parties in connection with an investigation conducted by ACT or others. Neither ACT nor test staff shall be responsible for loss or damage to any items that you bring to a test center.
- 4. Prohibited Behaviors. The following behaviors are prohibited. You may be dismissed, your answer document may not be scored, and/or your score may be invalidated at the sole discretion of the test administrator if you engage in any of the following behaviors:
  - a. Filling in or altering responses to any multiple-choice questions after time has been called. This means that you cannot make any changes to a test section outside of the designated time for that section, even to fix a stray mark or accidental keystroke.
  - b. Looking back at a test section on which time has already been called.
  - c. Looking ahead to other test sections.
  - d. Looking at another person's test or answer document.
  - e. Giving or receiving assistance by any means.
  - f. Discussing or sharing test questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
  - g. Attempting to photograph, copy, or memorize with an aim to replicate testrelated information or remove test materials, including questions or answers, from the test room in any way or at any time.
  - Disclosing test questions or answers, in whole or in part, in any way or at any time, including through social media.
  - Using a prohibited calculator (described in the ACT Calculator Policy found at www.act.org/calculator-policy.html).
  - j. Using a calculator on any test section other than mathematics.

- k. Sharing a calculator with another person.
- Wearing a watch during test administration. All watches, timers, or other timing devices must be removed and placed on the desk while in the test room so that it remains visible to staff during the test.
- Using a watch or other timing device with recording, internet, or communication capabilities (e.g., a smart watch or fitness band).
- n. Accessing any electronic device at any time during testing or during break other than an approved calculator or watch. All other electronic devices, including cell phones and other wearable devices, must be powered off and stored out of sight from the time you are admitted to test until you leave the test center.
- Using highlighter pens, colored pens or pencils, notes, dictionaries (unless approved by the test administrator for translations), or other aids.
- p. Using scratch pape
  - Note: If you are taking the test online, some use of ACT-authorized scratch paper or a dry erase surface may be permitted; all such use must be in accordance with ACT policies and procedures.
- q. Not following instructions or abiding by the rules of the test center.
- r. Not following the rules of the test administration.
- s. Exhibiting confrontational, threatening, or unruly behavior
- Violating any laws. If ACT suspects you have engaged in criminal activities in connection with a test, such activities may be reported to law enforcement agencies.
- Allowing an alarm on a personal item to sound in the test room or creating any other disturbance.
- 5. Consequences for Prohibited Behavior or Irregularities in Testing. Your test administrator shall have sole authority for determining whether to act regarding prohibited behavior observed or suspected on test day, and their decisions are final. Test administrators are not required to notify you or give you a warning of any observed or suspected prohibited behavior at a test center. In some cases, test administrators allow an examinee to continue the test but log their observations on an irregularity report and submit it to ACT. ACT reserves the right act in response, which may include notification to your school, school district, or state department of education ("score recipients") regarding irregularities.

If there are indicators that your scores may not be valid (e.g., unusual response similarities, evidence that you may have falsified your identity), ACT reserves the right to cancel your scores or otherwise notify score recipients. Proof of misconduct is not required to cancel scores or otherwise notify score recipients

- 6. Compromises in the Registration, Testing, Scoring, or Score Reporting Processes and Group Irregularities. ACT and your test administrator will take steps that are intended to provide you a standardized testing process. However, circumstances may prevent this from occurring in some cases. Those circumstances include, but are not limited to:
  - Deviations from standard testing procedures such as events that cause testing at a test center to be canceled or interrupted or a mistiming on any part of the test.
  - O Errors, delays, or other non-standard circumstances in (a) processing test registrations; (b) delivering tests; (c) administering tests; (d) uploading test responses; (e) preparing, handling, shipping, receiving, processing, or scoring tests; or (f) reporting scores.
  - O Disruptions at the test location.
  - O Evidence of group irregularities or compromises that include, but are not limited to, evidence of advance access to or disclosure of test content, unusual similarities for a group of examinees, or evidence that a room or center was impacted by prohibited behavior.
  - Any other events that disrupt or compromise any part of the testing process (i.e., registration, test distribution, testing, scoring, and score reporting).

In the unlikely event such a circumstance occurs, ACT will examine the situation and determine whether it or the school, school district, or state department of education needs to take any action including, but not limited to, not scoring tests or canceling scores. If ACT determines that it needs to act, ACT will, in its sole discretion: (1) correct the error (if an error occurred and ACT believes correction is feasible); (2) offer your state department of education, school district, or school the option to retest; or (3) determine whether to cancel the test event without offering an option to retest. To take such action,

ACT shall not be required to demonstrate that a compromise or disruption impacted your specific score. Decisions made by ACT regarding such compromises or disruptions in the testing process are final.

# **Examinee Terms and Conditions**

ACT may take any action pursuant to this section regardless of whether you caused or benefited from the compromise or irregularity, or otherwise violated these Terms and Conditions. To the extent permitted by applicable law, the actions listed in this Section 6 are the exclusive remedies available to examinees for the circumstances described in this Section 6. Decisions made by ACT pursuant to this section are final.

- 7. ARBITRATION AGREEMENT FOR DISPUTES WITH ACT. Arbitration is an alternative dispute–resolution procedure intended to allow the parties to resolve issues without the formality of going to court. As described in this Section 7, certain Disputes between you and ACT will be submitted to an arbitrator, not a judge or jury, for resolution.
  - You and ACT agree that any and all Disputes (other than Disputes that solely involve infringement of ACT's intellectual property rights) that may arise between you and ACT—including, but not limited to, Disputes that relate in any way to these Terms and Conditions, taking the test, the reporting of test scores, other reports related to the test, and/or the use or disclosure of personally identifying information by ACT—shall be resolved by a single arbitrator through binding arbitration. By agreeing to arbitration, you and ACT are waiving their right to have Disputes subject to this arbitration agreement (including Disputes regarding statutory rights) brought before or decided by a judge or jury in state or federal court and are agreeing that any such Dispute will instead be resolved through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), under the AAA Consumer Arbitration Rules ("AAA Consumer Rules") in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Consumer Rules can be located on AAA's website, currently found at www.adr.org/sites/default/ files/Consumer\_Rules\_Web\_0.pdf.
  - Any issues regarding the enforceability of this arbitration agreement or whether a Dispute is subject to this arbitration agreement will be decided solely by the arbitrator, except in the case of Disputes that solely involve infringement of ACT's intellectual property rights. No arbitration may be brought or maintained as a class action or a collective action. All arbitration demands must be filed on an individual examinee basis. The arbitrator shall not have the authority to combine, consolidate, or aggregate the Disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration. Notwithstanding the arbitration agreement set forth in this Section 7, either you or ACT may take a claim to small claims court instead of arbitration if the claim is within the jurisdiction of the small claims court, but only if and as permitted in the AAA Consumer Rules. The Federal Arbitration Act applies to and governs this arbitration agreement, including interpretation and enforcement of the agreement, and preempts all state laws to the fullest extent permitted by law. Each party will be responsible for its own attorney's fees and expenses incurred in connection with the arbitration, regardless of the outcome of the arbitration, except as required by applicable law.

 LIMITATION OF LIABILITY AND DAMAGES. To the extent permitted by applicable law, ACT's total liability to you, or anyone claiming by or through you or on your behalf, for any claims, losses, costs, or damages arising out of, resulting from, or in any way related to the test, from any cause, shall not exceed \$100.

ACT is not liable for any action, inaction, or decision made by your test administrator, school, school district, or state department of education (including, but not limited to, the test administrator's decision to invalidate your score).

To the extent permitted by applicable law, in no event shall ACT be liable to you, or anyone claiming by or through you or on your behalf, for

- Any indirect, special, consequential, incidental, loss of opportunity (regardless of whether or how these are classified as damages), exemplary, or punitive damages;
- Attorneys' fees or expenses;
- O Expert witness fees; or
- Other costs, whether arising out of breach of contract, tort (including negligence), strict liability, product liability, or otherwise and regardless of whether such loss or damage was foreseeable, or you have been advised of the possibility of such loss or damage.
- 9. Waiver and Severability. Any failure to insist on strict performance of any of these Terms and Conditions shall not be deemed a waiver of its rights unless such waiver is in writing signed by the party against whom it is asserted. Any waiver of any right hereunder at any time shall not be deemed a waiver of any other right. If any provision or part of these Terms and Conditions is held by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way; and, to the fullest extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the intention of you and ACT as originally set forth in these Terms and Conditions.
- 10. Force Majeure. ACT shall not be liable for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control including, without limitation, your actions or failure to comply with the requirements of ACT; national emergencies, fire, flood, inclement weather, epidemics, pandemics, or catastrophes; acts of God, governmental authorities, or parties not under the control of ACT; or insurrection, war, riots; or failure of transportation, communication, or power supply. ACT will exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure to perform and any adverse consequences.
- No Third-Party Beneficiaries. These Terms and Conditions do not create a thirdparty beneficiary relationship between ACT and any individual or entity other than you.
- Questions Regarding These Terms and Conditions. If you have questions about these Terms and Conditions, you should discuss them with your parents or guardians before taking the test.

# **Privacy Policy**

#### Scope of this Notice

At ACT, Inc. ("ACT," "we," "us") we recognize the importance of protecting the privacy of your personally identifying information.

This Notice explains how ACT collects, uses, maintains, and shares your information when you:

- Visit ACT websites that reference or link to this Privacy Notice (collectively, the "Site");
- Provide your personally identifying information to us through use of the Site; and
- Register for and participate in ACT's assessments, programs, and services (collectively, "Products" or "ACT Products"). Some Products have privacy practices that differ from the Main Notice. Please carefully review the Products Addendum to understand those Product-specific practices.

Please note that when your information is shared with others as described in this notice, it may be subject to the additional privacy terms of those third-parties with whom the information is shared.

#### **Main Notice**

#### Information ACT Collects

Personally identifying information is information that can identify you, or that could be used in combination with other available data to identify you, such as your name, address, and date of birth. Personally identifying information does not include anonymized, aggregate, or statistical information. In connection with registration for or use of ACT's Products, and based on your relationship with us, you may be asked to provide, or ACT may receive from others, certain personally identifying information as described below. In connection with collecting this information, ACT will indicate which information is mandatory and which information is optional. If you do not provide mandatory personally identifying information, such as name, address and date of birth, you may not be able to use, access or benefit from ACT's Products.

#### Personally Identifying Information Provided by You

- Use of ACT Products. When you register for or use an ACT Product, we ask you to provide certain personally identifying information, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).
  - O International: If you are taking an assessment outside the United States, some of the information ACT requests could be classified in your home country as sensitive or special personally identifying information or sensitive information according to your country's data protection laws. This may include your age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, and/or information related to your background, including political and religious organizations.
- Site visitors. When you visit the Site, ACT may collect and store your internet
  protocol address. Additionally, if you request materials or information from
  ACT, we may ask you to provide a variety of personally identifying information,
  including your name, job title, address, email address, and birth date, as well as
  an explanation of your need for the requested materials or information. If you are
  purchasing a Product, ACT may ask for your credit card information.
- Test Security. During administration of a secure ACT assessment, you may be
  asked to provide a variety of personally identifying information, including your
  name and photo identification, and your test session may be captured by video
  and/or audio to ensure test security.
- Suppliers of services and goods to ACT. If you are a supplier of services or goods
  to ACT, such as a test proctor, ACT may request a variety of personally identifying
  information, including your name, address, email address, telephone number, tax
  identification number, date of birth, and bank account information.
- Job applicants. If you are applying for employment with ACT, we will request a
  variety of personally identifying information, including your name, address, email
  address, work and education history, and other information necessary to evaluate
  your application.

#### Personally Identifying Information Provided by Other Sources

Schools, school districts, and educational institutions. When you use an ACT Product through your school or educational institution, ACT may receive personally identifying information from that school or educational institution, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).

- Automated means. ACT uses the following automated means to collect personally identifying information about you:
  - O Cookies. Cookies are small text files that a website can send to a user's browser and store on the user's hard drive. Cookies can make your use of the Site easier by saving user information such as status and preferences. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, ACT will issue cookies when you use your browser to visit the Site.
  - O Web Beacons. The Site also uses Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use Web beacons to count users who have visited a page or opened an email, or for other similar website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You can disable Web beacons from capturing information by blocking cookies.
  - O Third-party Analytics Services. The Site uses third-party service providers for analytics purposes. These providers collect information about you and report website trends that may be linked to you. These providers use their own cookies to track site visitor interactions. ACT does not control the cookies used by these third-party service providers and their use may be governed by the service providers' own privacy policies. These service providers create reports for ACT that contain aggregate information about visitor interactions with ACT's website, in order to help ACT improve the website. To learn more about your choices regarding online tracking, please visits these sites: http://www.aboutads.info/choices/; https://www.usa.gov/optout-instructions.
  - Tracking Technologies. ACT.org and MyACT.org conduct conversion tracking with other websites, such as Twitter and Facebook, to track your interaction with ACT advertisements on those websites. We also target ACT's advertisements on social media websites. This means that after visiting ACT. org and MyACT.org, if you later log into, for example, Facebook or Twitter, an ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites: http://www.usa.gov/optout-instructions.
  - The Site does not respond to Do Not Track signals.

#### Non-personally Identifying Information Collected by ACT

Non-personally Identifying Information is information that does not identify you. In addition to collecting personally identifying information by Automated Means (explained above), ACT may also use automated means to collect anonymized technical and internet data, such as your browser type, the date and time you access the Site, which web pages on the Site you visited, your referring website Uniform Resource Locator (URL), how long you spent on each page of the Site, your operating system, and your screen settings. This information can be used by ACT to administer and improve the Site, enhance security, and inform statistical analyses.

#### How ACT Uses Personally Identifying Information

Personally identifying information collected by ACT may be used to:

- Administer, review, or improve ACT's Products and communicate with you about the same;
- Process a request for an ACT Product and communicate with you about the same;
- Maintain your account, verify your identity, process payments, and collect debts you owe us;
- Administer, review or improve the Site;
- Invite you to participate in surveys consistent with ACT's mission, including surveys about ACT Products;
- Provide you with marketing information about ACT Products or special offers from ACT;
- Comply with and enforce applicable legal requirements;
- Investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns;
- Conduct internal research and analysis, including to inform public policy and advocacy; provided that if such research is published or reported, for example to educational institutions, state agencies, or businesses, this use only includes personally identifying information that ACT maintains in an aggregate or deidentified form, such that it constitutes non-personally identifying information.

Please refer to the **Products Addendum** to understand how ACT uses personally identifying information in a manner that differs from the above for certain Products.

#### Marketing

ACT uses your personally identifying information to contact you regarding ACT Products. If you receive a marketing email from ACT, you will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving marketing communications, you will still receive transactional communications by email about your use of ACT Products, for example, confirmation of your registration and receipt of your scores.

# **Privacy Policy**

#### Information Sharing and Disclosure

It is important and consistent with ACT's mission to share information with those who can provide educational or career opportunities to you or who have another legitimate purpose to use your information. ACT will not sell your personally identifying information without your express consent, and will only disclose personally identifying information as set forth below and as described in the Product Addendum for certain Products

ACT may disclose personally identifying information as follows:

- EOS. ACT's Educational Opportunity Service ("EOS") is an optional program that provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services (Participating Organizations). When you opt-in to EOS, ACT may share your personally identifying information with its subsidiary Encoura, LLC (f.k.a. NRCCUA), who may provide that information to Participating Organizations, who may then pay for the information and contact you about opportunities. The information shared includes your name, home address, email address, date of birth, gender, race, ethnicity, year of high school graduation or equivalent, religious affiliation, grade in school, high school academic information, intended college major and occupational choice. In addition, any information you choose to provide in your MyACT account or the Student Profile Section of your answer sheet (which can be reviewed at www.myactprofile.com), may be shared. Your ACT test score range (not your specific scores but a range they fall within) may be disclosed to Participating Organizations and used to identify candidates for opportunities. Personally identifiable information shared through the EOS program is also subject to Encoura's privacy policy, available here: https://encourageme.com/ privacy-policy/. All EOS Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If you previously opted-in to the EOS program but now wish to opt-out, you may do so by visiting: https://www.act.org/content/act/en/products-and-services/ the-act/opting-out-of-eos.html (California law (Civil Code Section § 1798.83) permits residents of California that use the Site to opt-out of sharing the of their information with other organizations for those organizations' marketing purposes, which can be done using this link.)
- Test Security. As necessary to investigate, prevent, act on, or respond to suspected
  or actual test security or score validity concerns.
- Educational Institutions. To schools, school districts, state entities and/or their
  agents or representatives for educational, research, and reporting purposes.
- Others. To others who pay for you to use ACT Products or who receive certificates
  of achievement or credentials you may have earned by using ACT Products.
- Parents. To parents or legal guardians of minors under the age of 18.
- Government Agencies. To certain state and federal scholarship and recognition
  programs and agencies, as further described in the Terms and Conditions you
  agree to in connection with using ACT Products.
- Third Party Researchers. To certain third-party researchers conducting research
  consistent with ACT's mission. Researchers who receive any personally identifying
  information are required to protect the confidentiality and security of the
  information.
- Subsidiaries and Affiliates. To our subsidiaries and affiliates.
- An Acquirer. To another company that acquires ACT or its assets, at which point that company will have responsibility for your personally identifying information, as described in this Privacy Notice.
- Third Party Service Providers. To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.
- Legal Compliance. As required by law, for subpoena or other legal processes, and as necessary to investigate, act on, or prevent suspected or actual illegal activities, fraud, or potential threats to personal safety.

# International – Onward Transfer of Personally Identifying Information

If you use ACT Products or request information about ACT Products outside of the United States, your personally identifying information may be transferred outside of your home country to the United States, either to ACT or a third-party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States.

#### Links and Websites

The Site may contain links to websites that are not affiliated with ACT. ACT does not control the privacy policies or practices of those websites and you should review the privacy policy of any such website before providing any information through that website. ACT is not responsible for the content or practices of any websites that are not affiliated with ACT and provides links on the Site solely for the convenience and information of Site visitors.

#### Choice

ACT strives to give you choices about our use of your personally identifying information. As a user of the Site and of ACT Products, you decide whether to provide your personally identifying information to us. However, if you do not provide certain required information, you may not be able to complete online transactions or access and use certain ACT Products. ACT will indicate which information is mandatory and which information is optional.

# Access, Correction, and Deletion of Personally Identifying Information

You can review and change your personal information by visiting your account profile page. Additionally, you can update your contact information (address, email address and/or telephone number), by contacting ACT Customer Service at 1-800-498-6065 or customerservices@act.org.

Depending on your country, state, or locality of residence you may have additional rights regarding your personally identifying information. These rights may include the right to request deletion of some or all of your personally identifying information, the right to request access to or correct your personally identifying information, the right to withdraw your consent to our use of your personally identifying information, the right to request restrictions on how we use or share your personally identifying information, or the right to lodge a complaint with your local supervisory authority. For requests of this type, please contact ACT's Vice President for Data Privacy either via email, at DPO@act.org, or via postal mail at the below address:

Attn: Vice President, Data Privacy Email: DPO@act.org Mailing Address: 500 ACT Drive P.O. Box 168 Iowa City, IA 52243-0168

ACT will seek to meet requests to delete personally identifying information unless it is required to be retained for example for contractual or other legal reasons as described in this Privacy Notice. Please be aware that assessment scores are maintained by ACT indefinitely and closing your account does not delete your assessment scores.

#### Retention of Information

ACT will retain your information for as long as is necessary to fulfill any of the uses identified in this Privacy Notice or to comply with applicable legal obligations.

#### Security and Confidentiality

Protecting personally identifying information by using reasonable administrative, physical and technical safeguards is important to ACT. For example, we use secure sockets layer (SSL) transmission, which is a protocol for establishing a secure connection for transmitting your personally identifying information. ACT also has other security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

The safety and security of your personally identifying information also depends on you. Where we have given you (or where you have chosen) a password to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone and urge you to be careful about giving out information in public areas of the Site like message boards. The information you share in public areas may be viewed by any user of the Site.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. ACT is not responsible for circumvention of any privacy settings or security measures contained on the Site.

#### Digital Millennium Copyright Act (DMCA)

ACT respects the rights of copyright holders and complies with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws. We also expect users to respect the rights of copyright holders when using ACT Products and the Site. Uses that infringe the intellectual property rights of others violate ACT's terms of use.

Making or distributing unauthorized copies of a copyrighted work may infringe on the copyright holder's rights. If a copyright holder notifies us about unauthorized reproduction and/or distribution of copyrighted works, we reserve the right to disable access to the identified works promptly. We also reserve the right to disable the accounts of repeat infringers in appropriate circumstances. For more information please visit the ACT DMCA Page.

#### Changes to this Notice

ACT reserves the right to modify this Privacy Notice at any time. If ACT makes material changes to this Privacy Notice, the changes will be posted on this Site to alert you.

Last Updated: May 6, 2022

## Make sure you:

- Use a No. 2 pencil; do **not** use ink or mechanical pencil.
- Fill in only one oval under each letter or number you enter.
- Grid the blank oval (top oval in list) below each box intentionally left empty.
- · Keep your pencil marks within the ovals.
- Fill in ovals completely, making marks heavy and dark.
- Erase errors completely.
- It is unnecessary to fill the empty ovals after your name, address, or city in Blocks B, O, and P respectively.

# Begin on page 1 of your answer document.



**School Name.** On the line provided, print the name of the school where you are testing.



Name (Required). Print your name in the boxes labeled Last Name, First Name, MI (middle initial). Begin in the first box for each part of your name. Enter as much of your name as possible, using one box for each letter. Do not extend any part of your name into the boxes reserved for another part of your name. Fill in the corresponding oval in the column directly below each letter of your name. Fill in the empty oval below any space or hyphen in your name. However, it is not necessary to fill in blank ovals for any spaces remaining after your name is filled in.



Fill in the oval only if you need to update your address information.



**Student ID Number.** Enter your school-assigned Student ID as directed by your room supervisor, beginning in the first block. Then fill in the corresponding oval below the number. ACT will use this number only for positive identification of your test record and to match your PreACT® record to other ACT tests taken at other times (such as the ACT® test).



**Date of Birth (Required).** Fill in the oval next to the month you were born. Next, print the day and year of your birth in the boxes provided. Enter a zero for any blank. For example, if born Jan. 6, 2004, fill in the January bubble, and write "o6" under day and "o4" under year. Fill in the corresponding oval below each box.



Gender. Fill in the appropriate oval.



**Race/Ethnicity Background.** G1. Fill in the oval corresponding to the response that best represents whether or not you are of Hispanic or Latino background. Mark only one response.

G2. Fill in the oval corresponding to the phrase that best represents your race as commonly recognized by your family and friends. Mark all that apply.



Educational Opportunity Service (EOS). The Educational Opportunity Service (EOS) provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services. If you respond "Yes," you agree to be contacted by ACT and authorize ACT and The National Research Center for College & University Admissions (NRCCUA) to provide, for free and for purchase, the following information about you to these organizations: name, address, gender, high school, email address, date of birth, year of high school graduation, racial/ethnicity background, intended college major, and occupational choice.

In addition, any information you choose to provide in the Student Profile Section, as well as your test score range (not your specific scores, but a range they fall within), may be disclosed to and used by these organizations to assist in identifying candidates for educational, financial aid, scholarship, community involvement, extracurricular, and career opportunities. All organizations participating in EOS have agreed to use your information only for the purpose of sharing information about their programs.

If you respond "No," the selection applies only to this administration. If you do not respond to this question, your information will not be disclosed through EOS unless you previously authorized release. To request that information from past administrations no longer be sent to organizations participating in EOS, please contact ACT or visit the EOS program information page (https://www.actstudent.org/college/eos.html).



**Current Grade in School.** Fill in the corresponding oval to show your current grade level.



**Are You Testing at the School You Attend?** Fill in the correct oval. Respond "Yes" if you are testing at your school or testing with a college outreach program or other special program to which your results should be reported.

Respond "No" if you are not testing at your school and you want your scores reported to your school or if you are homeschooled.

If you respond "Yes," skip block K. If you respond "No," complete block K.



**Your High School Code.** Leave this block empty if you are testing at your own high school or testing with a college outreach program or other special program to which your PreACT results should be reported.

- If you are not testing at your school and want your scores reported to your school, enter the ACT code of your high school and fill in the corresponding oval below each box.
- If you are homeschooled, enter the special code provided by your room supervisor and fill in the corresponding oval below each box.



Student Information. If you choose to participate in the ACT Educational Opportunity Service (see block H), then colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services that wish to contact students who have specific educational plans or career interests or have particular characteristics, such as religious affiliation, may do so based on the information you provide. This information will also provide valuable insights that will help ACT further its mission of helping people achieve education and workplace success.

There are ten optional questions in this section. Read the questions and response choices carefully, then mark your responses on your answer document in block M.

- 1. What language do you know best?
  - A. English
  - B. A language other than English
  - C. English and another language about the same
  - D. Prefer not to respond
- 2. Which one of the following best describes the program of courses you are taking in high school?
  - A. College preparatory
  - B. Other (career/technical, general, etc.)

Use the responses A-H below to answer items 3 and 4. Mark only one response for each parent/guardian.

- A. Did not complete high school
- B. High school diploma or equivalent
- C. Career/technical training such as military, apprenticeship, certificate program, etc.
- D. Some college, but no degree
- E. 2-year college degree (associate's)
- F. 4-year college degree (bachelor's)
- G. Some education or degree above a 4-year college degree
- H. I don't know
- 3. What is the highest educational level of your parent/guardian 1?
- 4. What is the highest educational level of your parent/guardian 2?
- 5. Mark each of the following activities in which you are participating during high school (grade 9 and above).
  - A. Instrumental music K. Community service/involvement
  - B. Vocal music L. Ethnic organization
  - C. Publications M. Foreign exchange program or study abroad
  - D. Speech/public speaking/debate N. Political organizations
  - E. Art-related activities O. Radio/TV
  - F. Dramatics, theater P. Religious organizations
  - G. Varsity athletics
  - Q. Reserve Officer Training Corps (ROTC) H. Science-related activities R. Social club or fraternity or sorority
  - I. Academic honors organizations S. Student government
  - J. Cheerleading/school spirit activities T. I am not currently participating in any of these activities
- 6. Are you currently participating in an outreach program sponsored by a college, university, or state agency (for example, Upward Bound, GEAR-UP, EAOP, MESA)? Note: An Early College program is not an outreach program.
  - Yes

No

- 7. During the school year, on average, how many hours each week do you work for pay?
  - A. None
  - B. 1-5 hours per week
  - C. 6-10 hours per week
  - D. 11-15 hours per week
  - E. 16-20 hours per week
  - F. More than 20 hours per week
- 8. Which one of the following most closely describes your future educational plans?
  - A. Not planning to complete high school
  - B. No education or other training planned for after high school
  - C. Job-related training offered through military service
  - D. Apprenticeship or other on-the-job training
  - E. Career/technical school
  - F. 2-year community college or junior college
  - G. 4-year college or university
  - H. Graduate or professional studies after a 4-year degree (law school, medical school, master's degree, etc.)
  - I. Undecided about future educational plans
  - J. Other
- 9. The "Career Clusters and Career Areas (A–Z)" list on pages **7–8** of this booklet groups 26 career areas by general types of work and provides examples of jobs in each area. Find the one career area with jobs you think you would like best. Fill in the oval containing its letter, A through Z, on the answer document.
- 10. Some colleges are sponsored by religious groups. In addition, colleges are often interested in contacting prospective students about their campus-based religious clubs and offerings. Which one of the following best describes your religious affiliations?
  - 01. Prefer not to respond
  - 02. African Methodist Episcopal
  - 03. African Methodist Episcopal Zion
  - 04. Anglican
  - 05. Assemblies of God
  - o6. Baha'i o7. Baptist
  - 08. Southern Baptist Convention
  - 09. Buddhist
  - 10. Christian-Disciples of Christ
  - 11. Christian Reformed Church in America
  - 12. Church of Brethren
  - 13. Churches of Christ
  - 14. United Church of Christ
  - 15. Christian Science (Church of Christ Scientist)
  - 16. Church of God
  - 17. Church of Jesus Christ of Latter-day Saints
  - 18. Church of Nazarene
  - 19. Episcopal
  - 20. Evangelical

- 21. Hindu 22. Jain
- 23. Jehovah's Witnesses
- 24. Judaism
- 25. Evangelical Lutheran Church in America
- 26. Lutheran Church-Missouri Synod
- 27. Mennonite
- 28. Methodist
- 29. Muslim
- 30. Eastern Orthodox churches
- 31. Pentecostal
- 32. Presbyterian Church
- 33. Reformed Church in America
- 34. Roman Catholic
- 35. Seventh-day Adventist
- 36. Sikh
- 37. Society of Friends (Quaker)
- 38. Unitarian Universalist Association
- 39. Other
- 40. No religious affiliation



**Email Address.** Print your current email address, if you choose, in block **N**. If you answered "Yes" in block **H**, ACT will provide this address to colleges and organizations offering programs that may be of interest to you. You can still receive information by regular mail if you do not have or wish to provide an email address.

# Turn your answer document to page 2.

The mailing address fields (Blocks **O-R**) are optional, but if you wish to receive mail from colleges, scholarship programs, and ACT, you must fill in the address information correctly.

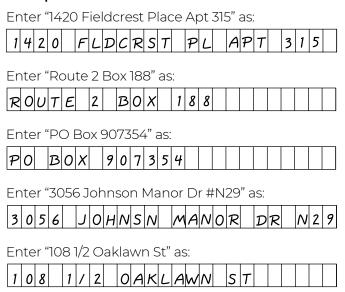


**Mailing Address.** Print your current mailing address in the boxes. If you need to abbreviate in block **O**, refer to the abbreviations listed on page **6** for examples. (Letter ovals are in the upper part and number ovals are in the lower part of block **O**.) If you live in an apartment, enter the apartment number after the name of the street, as shown in the first example.

Leave one space between parts of your address.

(House No. & Street & Apt. No.; or PO Box & No.; or RR & No.)

#### **Examples**



It is not necessary to fill in blank ovals for any spaces remaining after your address is filled in.

#### **Abbreviations for Street Addresses**

ApartmentAPT	NorthN
Avenue AVE	ParkwayPKWY
BoulevardBLVD	PlacePL
BroadwayBDWY	PlazaPLZ
Causeway CSWY	PointPT
CircleCIR	PortPRT
CourtCT	PrairiePR
CrossroadXRD	RidgeRDG
Drive DR	RoadRD
East E	RouteRTE
Fort FT	ShoreSHR
GardenGDN	SouthS
GatewayGTWY	StreetST
HarborHBR	TerraceTER
HeadquartersHQ	ThroughwayTRWY
Heights HTS	TrailTRL
HighwayHWY	TrailerTRLR
LakeLK	TurnpikeTPKE
MeadowMDW	ValleyVLY
MissionMSN	ViewVW
Mount MT	WestW
MountainMTN	

#### P, Q and R

**City, State Code, and ZIP Code.** Enter your city, state code, and ZIP code. For block **Q**, State Code, see the list of state codes on the answer document.



**Interest Inventory.** Complete this section according to the instructions on page **9** of this booklet.



**Needs Assessment.** Read the seven items listed on your answer document. Mark all areas in which you feel you need additional help.



Supplemental Local Items. Do not complete this section unless instructed to do so by your room supervisor.

# Turn your answer document to page 3.



**High School Course/Grade Information.** Complete this section according to the instructions on your answer document. You will also want to refer to the "PreACT High School Course Information" list on pages 10−11 of this booklet for descriptions of courses listed in this section.

When you have completed this section, put your pencil down, look up, and wait for further instructions.

# Career Clusters and Career Areas (A–Z)

Use this list to respond to question 9 in the Student Information section (block M) in your answer document.

# Administration & Sales Career Cluster

#### A. Employment-Related Services

Managers (Human Resources, Training/Education, Employee Benefits, etc.); Recruiter; Interviewer; Mediator

#### B. Marketing & Sales

Agents (Insurance, Real Estate, Travel, etc.); Buyer; Sales/ Manufacturers' Representatives; Retail Salesworker; Telemarketer

#### C. Management

Executive; Purchaser; General Managers (Financial, Office, Property, etc.); Specialty Managers (Retail Store, Hotel/Motel, Food Service, etc.). Other managers are in Career Areas related to their work. For example, see Career Area A.

#### D. Regulation & Protection

Inspectors (Customs, Food/Drug, etc.); Police Officer; Detective; Park Ranger; Security Manager; Guard

# **Business Operations Career Cluster**

#### E. Communications & Records

Receptionist; Secretary (including Legal and Medical); Court Reporter; Clerks (Order, Billing, Hotel, etc.)

#### F. Financial Transactions

Accountant/Auditor; Cashier; Bank Teller; Budget/Credit Analysts; Tax Preparer

#### G. Distribution & Dispatching

Shipping/Receiving Clerks; Warehouse Supervisor; Mail Carrier; Dispatchers; Air Traffic Controller

## **Technical Career Cluster**

#### H. Transport Operation & Related

Truck/Bus/Cab Drivers; Locomotive Engineer; Ship Captain; Aircraft Pilot; Sailor; Chauffeur

#### I. Agriculture, Forestry & Related

Farmer; Nursery Manager; Forester; Logger; Groundskeeper; Animal Caretaker; Soil Conservationist

### J. Computer & Information Specialties

Programmer; Systems Analyst; Information Systems Manager; Computer Repairer; Website Developer; Actuary

#### K. Construction & Maintenance

Carpenter; Electrician; Bricklayer; Tile Setter; Painter; Plumber; Roofer; Firefighter; Custodian

#### L. Crafts & Related

Cabinetmaker; Tailor; Chef/Cook; Baker; Butcher; Jeweler; Silversmith; Hand Crafter

#### M. Manufacturing & Processing

Tool & Die Maker; Machinist; Welder; Woodworker; Printing Press Operator; Water Plant Operator

#### N. Mechanical & Electrical Specialties

Mechanics/Technicians (Auto, Aircraft, Heating & Air Conditioning, Electronics, etc.); Repairers (Office Machine, Appliance, TV/DVD, etc.)

# Science & Technology Career Cluster

#### O. Engineering & Technologies

Engineers (Aerospace, Agriculture, Nuclear, Civil, Computer, etc.); Technicians (Electronics, Mechanical, Laser, etc.); Surveyor; Drafter; Architect; Technical Illustrator

#### P. Natural Science & Technologies

Physicist; Astronomer; Biologist; Statistician; Soil Conservationist; Food Technologist; Crime Lab Technician

#### Q. Medical Technologies (Also see Area W)

Pharmacist; Optician; Prosthetist; Technologists (Surgical, Medical Lab, EEG, etc.); Dietitian

#### R. Medical Diagnosis & Treatment (Also see Area W)

Physician; Psychiatrist; Pathologist; Dentist; Optometrist; Veterinarian; Nurse Anesthetist; Audiologist; Physician Assistant

#### S. Social Science

Sociologist; Experimental Psychologist; Political Scientist; Economist; Criminologist; Urban Planner

# **Arts Career Cluster**

## T. Applied Arts (Visual)

Artist; Graphic Artist; Photographer; Illustrator; Floral/Fashion/ Interior Designers; Merchandise Displayer

## **U. Creative & Performing Arts**

Writer/Author; Musician; Singer; Dancer; Music Composer; Movie/TV Directors; Fashion Model

# V. Applied Arts (Written & Spoken)

Reporter; Columnist; Editor; Advertising Copywriter; Public Relations Specialist; TV Announcer; Librarian; Interpreter

# Social Service Career Cluster

#### W. Health Care (Also see Areas Q and R)

Administrator; Recreational Therapist; Psychiatric Technician; Dental Hygienist/Assistant; Geriatric Aide; Licensed Practical Nurse

#### X. Education

Administrator; Teachers & Aides (Preschool, Elementary & Secondary, Special Education, PE, etc.). Other teachers are in Career Areas related to their specialty. For example, Physics Teacher is in Career Area P.

#### Y. Community Services

Social Service Director; Social Worker; Lawyer; Paralegal; Home Economist; Career Counselor; Clergy

#### Z. Personal Services

Hairstylist/Barber; Make-Up Artist; Flight Attendant; Childcare Specialist; Barista; Travel Guide

# **Interest Inventory**

The things you like to do now can give you clues about jobs you might like in the future. This inventory will help identify jobs you may want to explore. Show how much you would like doing each of the activities listed below. Mark an answer to an activity even if you are uncertain how you feel about it. Consider whether you would **like** or **dislike** the activity, not your ability to do it.

For **each** activity, choose one of the answers below. In block **S** of your answer document, fill in the oval that contains the letter for your answer. Try to answer **like** or **dislike** as often as possible.

I would <b>dislike</b> doing this activity	D
I am <b>indifferent</b> (don't care one way or the other)	I
I would <b>like</b> doing this activity	L

- 1. Explore a science museum
- 2. Play a musical instrument
- 3. Help someone make an important decision
- 4. Conduct a meeting
- 5. Calculate the interest on a loan
- 6. Build a picture frame
- 7. Study biology
- 8. Draw cartoons
- 9. Teach people a new hobby
- 10. Campaign for a political office
- 11. Plan a monthly budget
- 12. Pack things into boxes
- 13. Learn about star formations
- 14. Write short stories
- 15. Entertain others by telling jokes or stories
- 16. Hire a person for a job
- 17. Sort, count, and store supplies
- 18. Assemble a cabinet from written instructions
- 19. Attend the lecture of a well-known scientist
- 20. Play in a band
- 21. Help settle an argument between friends
- 22. Discuss a misleading advertisement with a salesperson
- 23. Figure shipping costs for catalog orders
- 24. Design a bird feeder
- 25. Learn how the brain works
- 26. Prepare drawings to illustrate a magazine story
- 27. Give a tour of an exhibit
- 28. Develop new rules or policies
- 29. Prepare a budget for a club or group
- 30. Build furniture
- 31. Read books or magazines about new scientific findings
- 32. Write a movie script
- 33. Help rescue someone in danger
- 34. Interview workers about company complaints
- 35. Find errors in a financial account
- 36. Run a lawn mower

- 37. Study chemistry
- 38. Compose or arrange music
- 39. Show children how to play a game or sport
- 40. Present information before a group
- 41. Take inventory in a store
- 42. Trim hedges and shrubs
- 43. Use a microscope or other lab equipment
- 44. Sketch and draw pictures
- 45. Find out how others believe a problem can be solved
- 46. Conduct business by phone
- 47. Keep expense account records
- 48. Shelve books in a library
- 49. Read about the origin of the earth, sun, and stars
- 50. Read about the writing style of modern authors
- 51. Help people during emergencies
- 52. Work in a political campaign
- 53. Operate office machines
- 54. Repair damage to a tree after a storm
- 55. Study plant diseases
- 56. Select music to play for a local radio station
- 57. Take part in a small group discussion
- 58. Plan work for other people
- 59. Set up a bookkeeping system
- 60. Fix a toy
- 61. Measure chemicals in a test tube
- 62. Design a poster for an event
- 63. Work on a community improvement project
- 64. Explain legal rights to people
- 65. Make charts or graphs
- 66. Engrave lettering or designs on a trophy or plaque
- 67. Read about a new surgical procedure
- 68. Write reviews of Broadway plays
- 69. Give directions to visitors
- 70. Manage a small business
- 71. Count and sort money
- 72. Watch for forest fires

# PreACT High School Course Information

Listed below are course titles and descriptions that may help you determine whether your courses are similar to the courses listed on your answer document. Include only courses offered for credit; do not include extracurricular activities. For combined courses such as Economics/Geography, you may report the entire amount of credit under either course name (but not both), or split the amount of credit between the two courses, marking half the credit for each course.

# **English (Language Arts)**

English courses include any high school credit courses taken in English. If you have taken/planned courses above and beyond the one full year of credit per year, report such credits as Other English.

- English for 9th grade credit
- English for 10th grade credit
- · English for 11th grade credit
- English for 12th grade credit
- Other English courses not reported above.

English courses may include such titles as grammar, reading comprehension, literature, composition, writing, debate, speech, public speaking, and journalism. Include **only** if taken for credit.

#### Math

Do not include general math, business math, or consumer math.

- Algebra 1—not Prealgebra (Include Algebra 1 even if taken before grade 9. Examples: First-year Algebra, Beginning Algebra, Elementary Algebra, Introductory Algebra)
- Geometry (Include Geometry even if taken before grade 9. Examples: Plane geometry, Solid geometry, Euclidean geometry, Coordinate geometry)
- Algebra 2 (Examples: Second-year Algebra, Advanced Algebra)
- Trigonometry
- Precalculus (Examples: Analysis, Functions, Analytic Geometry)
- Calculus
- Other math courses beyond Algebra 2 not reported above (Examples: Statistics, College Algebra, Advanced Math)

If your school offers a formal integrated math program, report those courses here. Do not duplicate courses reported above.

- College preparatory integrated math—grade 9
- College preparatory integrated math—grade 10
- College preparatory integrated math—grade 11
- College preparatory integrated math—grade 12

#### **Social Studies**

- US History (Examples: American History, History of the United States)
- World History (Examples: Any history covering the history of more than one continent.)
- American Government, Civics, Citizenship (Examples: Political Science, US Government, American Politics)
- World Cultures, Global Studies (Example: Western Civilization)
- Geography (Example: World Geography)
- Economics (Examples: Consumer Economics, Business Economics)

- Psychology (Examples: Child Psychology, Educational Psychology)
- Sociology
- Other Social Studies courses not reported above (Examples: State History, Current Events, etc.)

#### **Natural Sciences**

Do not include science interest club projects or science fair projects.

- Physical Science, Earth Science, General Science (Examples: Environmental Science, Weather and Climate, Introduction to Geology, Introduction to Science)
- Biology—Year 1 (Typically includes lab work. Example: Introduction to Biology)
- Biology—Year 2 (Typically includes lab work. Example: Advanced Biology)
- Chemistry—Year 1 (Typically includes lab work. Example: First-year Chemistry)
- Chemistry—Year 2 (Typically includes lab work. Example: Second-year Chemistry)
- Physics (May include lab work. Examples: Introductory Physics, Advanced Physics)
- Anatomy and/or Physiology (Examples: Anatomy, Physiology)
- Other Natural Science courses not reported above.

# **Foreign Languages**

Do not include English or computer languages.

- Spanish (Examples: Introductory Spanish, Second-year Spanish, Advanced Spanish, Readings in Spanish)
- French (Examples: Introductory French, Second-year French, Advanced French, Readings in French)
- German (Examples: Introductory German, Second-year German, Advanced German, Readings in German)
- Other Languages (Do not include courses in the languages listed above.)

