



THE ACT HIGH SCHOOL POSTER CONCEPT CONTEST OFFICIAL ENTRY FORM

AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ACT, Inc. ("ACT") is sponsoring The ACT High School Poster Concept Contest (the "Contest") and the winners will receive scholarship money awarded to the college at which they will enroll. The contest involves designing a poster that encourages high school students to take the ACT[®] and to attend college. The Official Rules govern all aspects of the Contest and can be obtained by sending a self-addressed stamped envelope to ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243, or downloaded at www.actstudent.org/postercontest.

To enter the Contest, send the following materials to ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243:

- 1) This fully completed and signed original Official Entry Form and Intellectual Property Assignment Agreement.
- 2) Your poster in either an electronic or non-electronic format, in compliance with the Official Rules.
 - a) Posters in electronic format must be submitted on a CD-R or DVD-R (other formats may be rejected), in one of the following file formats: QuarkXPress (version 6 or 7), Adobe InDesign CS3, Adobe Illustrator CS3, Macromedia FreeHand MX, Adobe Photoshop CS3, or press quality PDF, along with a copy of your poster printed on paper (the printed copy does not need to be full size but must be in color). Both Macintosh and Windows entries are acceptable.
 - b) Posters in non-electronic format must be in a scannable two-dimensional form.

All entry materials must be postmarked on or between December 5, 2011, and January 28, 2012. Please refer to the Official Rules for more detailed entry information.

Please read, complete, and sign this Official Entry Form and Intellectual Property Assignment Agreement.

I agree to the following:

- I am a high school-level student and a resident of any one of the 50 United States, including the District of Columbia.
- I am 18 years old or older and have the right to contract in my own name as required by this Official Entry Form and Intellectual Property Assignment Agreement, or if I'm under age 18, I will have a parent or legal guardian complete and sign below.
- I am eligible for or have been accepted to 2012 or 2013 admission to a two-year or four-year college or university in the 50 United States, including the District of Columbia.
- I affirm and represent that I have fully complied with the Official Rules and the terms and conditions of this Entry Form and that I have committed no fraud or deception in entering the Contest. Further, I agree to be bound fully and unconditionally by and I accept the Official Rules and the terms and conditions of this Entry Form.
- My entry and all components thereof are my sole and original creation, have not been published previously, in whole or in part, have not won any other awards, and do not infringe upon any rights of any third party.
- I own all intellectual property rights relating to my entry, including all copyright and trademark rights, except for elements provided by ACT. My entry does not contain photos, film, or other images that were not originally taken or created by me.
- I agree that ACT has the right to verify any aspect of my entry, including the ownership and originality of any entry material. I understand and agree that in the event any aspect of my entry cannot be verified to the satisfaction of ACT or if any affirmation or representation made by me is false or misleading, ACT, in its sole discretion, may disqualify me and select an alternate winner.
- I hereby give my consent to ACT to use my name, opinions, biography, likeness, voice, photographs, video, hometown, state, high school attended, graduation year, and intended college of enrollment for promotional purposes, in any manner or media, worldwide, in perpetuity and without further payment, consideration, notice, or consent. I hereby waive any right that I may have to inspect and/or approve any use of the foregoing by ACT.
- I understand that any tax liability relating to any prize shall be my sole responsibility, and I agree to provide ACT with any tax information it requests.
- I hereby assign to ACT, its parents, subsidiaries, affiliates, legal representatives, successors, and assigns the entire right, title and interest and copyright in my entry, and any other materials, derivative or otherwise, relating to the Contest and shall otherwise act and cooperate as requested by ACT to secure copyright to such materials and recording of this assignment to ACT.
- I acknowledge and agree that any scholarship money will be sent directly to the colleges where the first-, second-, and third-place winners will enroll and can be used for tuition and books only. If a winner does not enroll at a two-year or four-year college or university by October 1, 2013, ACT may, in its sole discretion, deem the winner's scholarship waived.
- I hereby forever and irrevocably release and hold harmless ACT, its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, and all of their respective employees, officers, directors, shareholders, affiliates, and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from (a) my participation and/or entry in the Contest, or Contest-related activities or events, (b) my entry and submissions, (c) my representations made herein, and (d) the award, receipt or use of any prize awarded in the Contest.



- I acknowledge and agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in the United States District Court for the Northern District of Iowa-Cedar Rapids Division or the Iowa District Court for Johnson County, Iowa; I submit to sole and exclusive personal jurisdiction to said courts in the State of Iowa for any such dispute, and I irrevocably waive 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 Contest but in no event attorneys' fees; and (c) under no circumstances will I seek or be permitted to obtain awards for and I hereby waive 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.
- I acknowledge and agree that 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 Contest shall be resolved by ACT, in its sole discretion, and governed by, and construed in accordance with, the laws of the State of Iowa.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST

(Please type or print.)

Entrant Name: _____

Street Address: _____

City/State/ZIP: _____

Telephone: _____ Best time of day to contact you: _____

E-mail (required): _____

Graduation year: _____

High School Name: _____

High School Address: _____

By signing below, I acknowledge that I have read and understand the foregoing and agree to be bound by this Agreement.

Entrant Signature Date

IF YOU ARE UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST ALSO COMPLETE THIS SECTION.

Parent/Legal Guardian Name: _____

Street Address: _____

City/State/ZIP: _____

Telephone: _____ Best time of day to contact you: _____

E-mail (required): _____

Relationship to Entrant: _____

By signing below, I acknowledge that Entrant and I have read and understand the foregoing and agree, on behalf of the Entrant, to be bound by this Agreement.

Parent/Guardian Signature Binding Entrant Date

