



THE ACT HIGH SCHOOL POSTER CONCEPT CONTEST OFFICIAL RULES

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

- 1 ENTRY PERIOD:** Contest begins at 12:00 a.m. Central Standard Time (“CST”) on December 5, 2011, and ends at 11:59 p.m. CST on January 28, 2012 (“Entry Period”).
- 2 ELIGIBILITY:** The Contest is open only to high school-level students who are residents of any one of the 50 United States, including the District of Columbia and who are eligible and are either applying or accepted for 2012 or 2013 admission to a two-year or four-year college or university in the 50 United States, including the District of Columbia. If an entrant is under 18 years of age at the time of entry, a parent or legal guardian must sign the Official Entry Form. ACT, Inc. (“Sponsor”), its subsidiaries, the employees, directors and officers of each of the foregoing, and the immediate family (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) and the household members (whether related or not) of each such employee, director or officer are not eligible to enter. The Contest is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited. Sponsor reserves the right to verify, in its sole discretion, the eligibility of all entrants. Each entrant must comply with all the terms and conditions of these Official Rules and the Official Entry Form, and advancement and winning are contingent on fulfilling all requirements hereunder.
- 3 AGREEMENT TO OFFICIAL RULES AND DECISIONS:** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the terms and conditions of the Official Entry Form and the decisions of Sponsor and its judges (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects.
- 4 HOW TO ENTER:** Visit www.actstudent.org/postercontest and download and print the Official Entry Form. Enclose a fully completed Official Entry Form with your poster and mail to ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243. Posters may be in electronic or non-electronic format. Posters in electronic format should be submitted 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). If entrant is under age 18 at the time of entry, a parent or legal guardian must complete and sign the Official Entry Form. Official Entry Forms may also be obtained by mail by sending a self-addressed stamped envelope to ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243.

All entries must be postmarked on or between December 5, 2011, and January 28, 2012. Posters received by Sponsor more than five days after the end of the Entry Period will not be considered for judging. E-mail submissions will not be accepted.

Only fully completed entries (which include a fully completed Official Entry Form) will be considered for judging in this Contest. Entries and submissions (including posters) become the sole property of Sponsor and will not be acknowledged or returned. You may enter as often as you like; however only one entry per separately mailed outer envelope is permitted. Each entry must be different and submitted separately with an Official Entry Form and poster. Sponsor is not responsible for lost, late, undelivered, stolen, invalid, misdirected, misplaced, damaged, altered, illegible, corrupted, unreadable, incomplete, or postage due entries/mail, all of which will be disqualified. Proof of submission will not be deemed to be proof of receipt by Sponsor.

5 POSTER REQUIREMENTS, GUIDELINES, TERMS AND CONDITIONS:

- a) REQUIREMENTS:** The Official Entry Form must include all requested information, including, without limitation, all contact information and a poster that complies with these Official Rules. All submissions and all components of such submissions must be entrant’s own original creation (an original is the product of one’s own mind and is not a copy or imitation), created solely by entrant. Use of the ACT logo in the submitted poster is permitted; however, all other use of the ACT logo is



prohibited. Submissions must be original and may not have been published previously, in whole or in part, or have won any other award, and must not include photos, film, or other images that are not originally taken or created by entrant and must not infringe upon any rights of any third party, including without limitation, copyright, trademark, and rights of publicity or privacy. Modifying, enhancing, or altering a third party's preexisting work does not qualify as an entrant's original creation. Entrants must own all intellectual property rights relating to their submissions, including without limitation, all trademark and copyright rights. Sponsor reserves the right, in its sole discretion, to disqualify any submission that it deems sexually explicit, violent, pornographic, obscene, offensive, defamatory, or otherwise inappropriate or inconsistent with the positive images and goodwill with which Sponsor wishes to associate. Any submission that does not comply with any aspect of these Official Rules may be rejected and the entrant disqualified in Sponsor's sole discretion.

- b) **GUIDELINES:** The guidelines set forth in this Section 5(b) are intended to assist entrants in designing and submitting their posters. Failure to follow the guidelines set forth in this Section 5(b) may, in the sole and absolute discretion of the Sponsor, result in disqualification; however, Sponsor also reserves the right to not disqualify an entrant for failure to follow the Guidelines set forth in this Section 5(b). The Guidelines are as follows:

Guidelines for All Entries: Posters should be predominantly in English. Posters should promote the theme of encouraging students to attend college and to take the ACT[®] test as their college entrance exam. Posters should prominently feature the ACT logo which is available for viewing and downloading at www.actstudent.org/postercontest. The ACT logo is available in two versions, one black with a red "swash" and one white with a red "swash." Only these versions should be used in the poster. The logo should not be redrawn, reportioned, embellished, modified, or altered in any way. Use of the logo in text – for example, as part of a word, title, sentence, or phrase – is not appropriate. The logo should not appear with descriptive words next to it. ACT will add registration and test dates to the winning poster prior to distribution. Each poster should be 17 inches by 22 inches. Non-electronic entries should include the poster in a scannable two-dimensional form. Vertical orientation is preferred.

Guidelines for Electronic Entries: Electronic entries should include the poster and all other files on either CD-R or DVD-R. Entries submitted on any other medium, including without limitation CD-RW, Blu-Ray, or HDVD, may be rejected. Both Macintosh and Windows entries are acceptable. Posters in electronic format should be 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. Electronic entries should be reproducible in four-color process (CMYK). RGB and spot colors should be converted to CMYK. Grayscale graphics are acceptable. Bleeds should be set at .125 inches or 1 pica. All electronic submissions should include any linked graphics. All fonts in QuarkXPress (version 6 or 7), Adobe InDesign CS3, Adobe Illustrator CS3, and Macromedia FreeHand MX should be converted to vector shapes (converting type to vector shapes is done by using the following functions: in QuarkXPress "Text to Box"; in InDesign and Illustrator "Create Outlines"; and in FreeHand "Convert to Paths"). Linked graphics may be vector-based or pixel-based. Pixel-based graphics should be at least 300 ppi at the size at which they will appear. EPS and TIFF are acceptable file formats.

- c) By entering the Contest, each entrant represents and warrants that (i) the submission is the original work of the entrant and has not been published previously, in whole or in part, or won an award or prize of any kind; (ii) the entrant has obtained all the rights, licenses, and permissions in writing from each person (including parent/legal guardian) whose likeness appears on or helped to create the submission and will provide copies to Sponsor upon request; and (iii) the submission does not infringe or violate the rights of any third party, including, but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights. Entries that are deemed by the Sponsor, in its sole discretion, to be in violation of these Official Rules, or to be otherwise infringing, defamatory, or generally not in keeping with the image of Sponsor, will be rejected, void, deleted and/or disqualified.

- d) Each entry and related submissions, including without limitation, all contents, concepts and ideas embodied therein, become the exclusive property of Sponsor, and will not be returned by Sponsor. Each entrant hereby assigns to Sponsor, its successors and assigns, all right, title and interest in and to the entry and submissions, including, without limitation, all intellectual property and other proprietary rights without expectation of compensation or acknowledgement. Each entrant agrees that Sponsor and its successors and assigns have the perpetual, irrevocable, worldwide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without further payment, consideration or consent. Sponsor has no obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. Sponsor reserves the right, in its sole discretion, to edit, modify, or abridge any such entry or submissions for any reason prior to use. Entrant hereby irrevocably waives all "moral rights" with respect to the submission and all uses of the submission to the fullest extent permitted by law. Sponsor is not required to use any submission, including without limitation the winning submission, as the poster that will be distributed to schools advertising the ACT test or in any other marketing materials.

6 EVALUATION OF ENTRIES:

- a) Prescreening of qualified entries will occur anytime after Sponsor receipt and will be based on adherence to the Guidelines defined herein and general artistic merit.
- b) Judging in the Contest will be by a panel of two individuals selected by Sponsor who may also be employees or agents of Sponsor (the "Judging Panel"). Qualified entries will be judged by the Judging Panel based on the following criteria: creativity (25%), visual appeal (25%), and overall impact (50%). In the event of a tie, the tied entries will be submitted to a third judge who will resolve the tie by ranking the tied entries according to such judge's opinion on overall impact.
- c) Based on the foregoing, one (1) entrant will be named the potential Grand Prize Winner on or about March 1, 2012. The potential Grand Prize Winner will be notified by Sponsor by phone, e-mail, mail, or overnight courier service, and will have five (5) business days after Sponsor's first attempt to notify the potential Grand Prize Winner to call Sponsor at the number specified by Sponsor in order to accept the Grand Prize. Failure to respond in time to Sponsor may result in disqualification of the entrant, and the next highest scoring entrant may be selected as the potential Grand Prize Winner.

7 PRIZES; VALUE:

- a) The Grand Prize Winner will receive a \$5,000 scholarship. The entrant with the second highest score will receive a \$2,500 scholarship, and the finalist with the third highest score will receive a \$1,000 scholarship. Total value of all prizes is \$8,500.
- b) Scholarships are nonrenewable and will be paid directly to the eligible two-year or four-year college or university of the winners' choice in winners' first year of college. Scholarships may be used for tuition and books only. If a winner does not enroll at an eligible two-year or four-year college or university by October 1, 2013, Sponsor may, in its sole discretion, deem the scholarship waived with no further obligation to winner. In the event a scholarship is waived, Sponsor is under no obligation to award the scholarship to any other entrant.
- c) Each winner is solely responsible for any and all costs, fees, taxes, and expenses associated with prize receipt and use, including, without limitation, all federal, state, and local taxes on any prize. Entrant will supply all necessary tax information, as requested by Sponsor. No prize substitution, transfer, assignment, or cash redemption by winners is allowed. Sponsor, in its sole discretion, reserves the right to substitute a prize (or portion thereof) of equal or greater value (including cash).

- 8 **PUBLICITY:** By submitting an entry, each entrant grants Sponsor, its successors and assigns, permission to use entrant's name, biography, likeness, voice, photographs, video, opinions, high school, hometown, and state for promotional purposes. Any uses of the foregoing may be in any manner or

media whether now or hereafter existing (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration or consent.

- 9 RELEASE:** By entering the Contest, each entrant forever and irrevocably releases and holds harmless Sponsor, its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, Contest partners and prize suppliers, 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) entrant's participation in the Contest, or Contest-related activities or events, (b) entrant's entry and submissions, (c) entrant's representations and agreements in these Official Rules, and (d) entrant's award, receipt, or use of any prize awarded in the Contest.
- 10 GENERAL CONDITIONS:** Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures, or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion to evaluate pursuant to these Official Rules all eligible, non-suspect entries received up to the time of suspected impairment and award prizes, or not award any prizes. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be tampering with the entry process or the operation of the Contest 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 or undermine the legitimate operation of this Contest 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.
- 11 LIMITATIONS ON LIABILITY:** SPONSOR'S LIABILITY TO ANY ENTRANT FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTEST, SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED \$15.00. 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. 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. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, undelivered, invalid, unreadable, corrupted, misplaced, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected, or postage due entries or submissions, or entries or submissions received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic, or human errors that may occur in the offer or administration of the Contest or the processing of entries or submissions; 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 Contest, or from viewing, playing, or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.
- 12 DISPUTES:** Entrant agrees that 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; entrant submits to sole and exclusive personal jurisdiction to said courts for any such dispute and irrevocably waives any and all rights to object to such jurisdiction. Except as required by law, Sponsor shall have no obligation to reveal to any third party, including without limitation to any entrant, the results of, or communications related to, Sponsor's internal deliberations associated with the Contest.

- 13 MISCELLANEOUS:** These Official Rules and the Official Entry Form constitute the entire agreement between the Sponsor and the entrant. Any representation, promise, modification, or amendment to these Official Rules or the Official Entry Form shall not be binding upon the Sponsor unless agreed to by the Sponsor in a signed writing. Should any provision of these Official Rules or the Official Entry Form be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules and the Official Entry Form, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Iowa.
- 14 DATA COLLECTION:** Sponsor collects personal information from entrants when they enter the Contest. Sponsor will not share the personal information collected from entrants with any third party except as necessary to conduct the Contest.
- 15 OFFICIAL RULES:** For a copy of these Official Rules, send a self-addressed stamped envelope to ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243. Official Rules are posted online at www.actstudent.org/postercontest.
- 16 WINNER'S LIST:** The winner's names can be obtained online at www.actstudent.org/postercontest between March 15, 2012, and December 31, 2012, or by sending a self-addressed, stamped envelope to: ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243. Mailed requests must be received by December 31, 2012.
- 17 SPONSOR:** ACT, Inc., ACT Poster Contest (11), 500 ACT Drive, Iowa City, IA 52243.