

PSAT/NMSQT Terms and Conditions

Introduction

These Terms and Conditions (“**Terms and Conditions**” or “**Agreement**”) are a legal contract between you and College Board (“**College Board**” or “**we**”). They set forth important rules and policies you must follow related to taking the PSAT/NMSQT. Please read these carefully.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 9 of this Agreement.

Section 1. Certification

By registering for and/or taking the PSAT/NMSQT, you certify that (i) you have read, understand, and agree to be bound and abide by these Terms and Conditions, and (ii) the information you provide to College Board is accurate.

Section 2. Required and Prohibited Items for Testing

- a. You **must bring** the following items to the PSAT/NMSQT in accordance with collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist:

- Valid school or government issued photo ID (for students not testing at their own school)
- Two No. 2 pencils that have erasers
- Acceptable calculator (as set forth later in this section) for math sections/tests where they are allowed
- Earphones, only if you’re approved for assistive technology-compatible or MP3 audio accommodations
- Epinephrine auto-injector (e.g., EpiPen®) in a clear plastic bag if you need one

- b. You **may not bring** prohibited items to the test. Prohibited items include but aren’t limited to:

- Mobile phones, smartwatches, fitness trackers, or other wearable technology (simple nondigital watches are acceptable)
- Audio players or recorders, tablets, laptops, notebooks, Bluetooth devices (e.g., wireless earbuds/headphones), or any other personal computing devices
- Separate timers of any type
- Cameras or any other photographic equipment
- Pens, highlighters, or mechanical or colored pencils
- Books or references of any kind
- Compasses, rulers, protractors, or cutting devices
- Papers of any kind, including scratch paper

- Earplugs
 - Unacceptable calculators that have computer-style (QWERTY) keyboards, use paper tape, make noise, or use a power cord
 - Weapons or firearms
- c. **Acceptable Calculators.** Only battery-operated, handheld equipment can be used for testing. No power cords are allowed. If you have a calculator with characters that are 1 inch or higher, or if your calculator has a raised display that might be visible to other test takers, you will be seated at the discretion of the testing staff. All scientific calculators, which can perform complex mathematical functions but don’t have a graphing feature, are acceptable as long as they don’t have any prohibited features. For a list of acceptable calculators, see collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests/test-day-checklist/approved-calculators. No other calculators are permitted.
- d. If you do not bring the required items, or if you bring prohibited items, you may be denied admission to or be dismissed from the test center; in addition, we may decline to score your test, or cancel your score.

Section 3. Prohibited Behaviors

- a. You **may not engage** in the following prohibited behaviors:
- Attempt to cheat or otherwise obtain an unfair advantage on the PSAT/NMSQT
 - Take or attempt to take any test questions or responses or any notes from the testing room, including through memorization, give them to anyone else, or discuss them with anyone else through any means, including, but not limited to, email, text messages, or the internet
 - At any time, improperly access the test center, the test (or any part of the test), an answer key, or any information about the test
 - Refer to, look through, or work on a test section in the test book or answer sheet, other than during the testing period for that test or test section
 - Refer to, or look through, any test or test section while leaving the answer sheet blank
 - Attempt to give or receive assistance, including by copying or through the use of an answer key
 - Discuss or share information about the test including questions, answers, identifying information about the version or form of a test, or any other information that might compromise the security of the test at any time (including before the test, during the test, during breaks, or after the test)

- Communicate with other test takers or other individuals in any form while testing is in session
- Allow anyone to see the test questions or your answers or attempt to see or copy others' test questions or answers
- Consult notes, other people, electronic devices, textbooks, or any other resources during the test or during breaks
- Use or access any prohibited items including devices or aids such as, but not limited to, mobile phones, smartwatches, other oral or written communication devices or wearable technology, cameras, notes and reference books, etc., during or in connection with the test, including during breaks
- Fail to turn in or store away a mobile phone in accordance with the test center's collection process
- Share a calculator with another person
- Use a calculator on a test or test section where they are not allowed
- Use a prohibited calculator
- Leave the testing room without permission and prior to the conclusion of all sections of the test
- Go to a locker or leave the building at any time during the test administration, including during breaks
- Deliberately attempt to and/or take the test for someone else or attempt to have someone else impersonate you to take the test
- Deliberately create fake or multiple College Board student accounts
- Provide false information to College Board
- Disturb others
- Consume food or drink in unauthorized areas
- Exhibit confrontational, threatening, or unruly behavior
- Allow an alarm or a personal item to sound in the testing room
- Fail to follow any of the test administration rules set forth in these Terms and Conditions or directions given by the testing staff

Section 4. Score Cancellation and Disciplinary Measures

- a. Score Cancellation and Disciplinary Measures.** In the event that College Board or Educational Testing Service (“ETS”) determine that your scores are invalid under section 4(b) below, or you have engaged in Misconduct under section 4(c) below, we may, in our sole discretion, take 1 or more of the following measures (“**Measures**”): deny you entry to a test administration, dismiss you from the test, decline to score your test, cancel your scores, ban

you from taking future College Board assessments (including without limitation the Advanced Placement (“AP”) exams), and/or share information with others as set forth in 4(f) below.

- b. Invalid Scores.** We may cancel your scores and/or take any of the other Measures described above, if after following the procedures set forth in this section, we determine, in our sole discretion, that there is substantial evidence that your scores are invalid (“**Invalid Scores**”). Examples of evidence of Invalid Scores include, without limitation, discrepant handwriting, unusual answer patterns, or other evidence that violations of these Terms and Conditions may have occurred. Before canceling your scores under this Invalid Scores section, we will notify you in writing (via email if an email address is available) and provide you with an opportunity to submit written information to us to help resolve our inquiry. If, after review of the information by College Board’s review panel, it determines, in its sole discretion, that your scores are invalid, we will offer you 2 options: voluntary score cancellation, or arbitration as set forth in the Arbitration of Disputes section in these Terms and Conditions. This process is referred to as the “**Score Validity Process**.” Additional information about the Score Validity Process is set forth in sat.org/test-security. The arbitration option is available only for tests administered in the United States and U.S. Territories.
- c. Misconduct.** Notwithstanding section 4(b) above, if we determine, in our sole discretion, that there is overwhelming evidence that you violated these Terms and Conditions (“**Misconduct**”), the Score Validity Process will not apply and we may cancel your scores and/or take any of the Measures described above. An example of Misconduct might include overwhelming evidence that you used or attempted to use an answer key or mobile phone. Misconduct may be established in various ways including, without limitation, through observations during an administration, or by evidence discovered afterwards. If your scores are canceled due to Misconduct, you will forfeit test and registration fees.
- d. Testing Irregularities.** We may cancel your scores if we determine, in our sole discretion, that a Testing Irregularity occurred (“**Testing Irregularities**”). Examples of Testing Irregularities include problems or irregular circumstances, or events associated with the administration of a test; they may affect 1 test taker or groups of test takers. Such problems include, without limitation, administrative errors (e.g., improper timing, improper seating, improper admission to a test center, providing accommodations not approved by College Board, defective materials, and defective equipment), evidence of possible

preknowledge of secure test content, and disruptions of test administrations caused by events such as natural disasters, epidemics, wars, riots, civil disturbances, or other emergencies. When Testing Irregularities occur, we may cancel an entire administration or individual registrations, decline to score all or part of the test, or cancel scores. We may do this regardless of whether you caused the Testing Irregularities, benefited from them, or violated these Terms and Conditions.

In some instances, scores may be issued for guidance purposes only. This means that the test was not administered in accordance with testing policies described in the *PSAT/NMSQT Coordinator Manual*. Therefore, the resulting scores cannot be considered for some scholarship competitions. When scores are provided for guidance purposes only, a message will appear below the National Merit Scholarship Corporation (NMSC) Selection Index score on your score report directing you to follow up with the test coordinator at your school to learn more about the reason for the “guidance purposes only” report. Students who are otherwise eligible and who are interested in entering the National Merit Scholarship Program should turn to page 7 of the National Merit Scholarship Program section of this guide to learn how to request information about another route of entry to the 2022 competition. College Board will forward all reports of misconduct or testing irregularities to NMSC, which reserves the right to make its own independent judgment about a student’s participation in the National Merit Scholarship Program.

- e. Test Taker Reporting Misconduct or Suspicious Behavior.** You may confidentially report any suspected violation of the PSAT/NMSQT Terms and Conditions, or any suspicion concerning the security of a PSAT/NMSQT test administration, by immediately contacting the Office of Testing Integrity by phone at 609-406-5430, or by emailing us at testsecurity@info.collegeboard.org.
- f. College Board Sharing Information with Third Parties.** We may share the results of test security investigations (including without limitation those relating to Misconduct and Invalid Scores described above, and other disciplinary-related information), with third parties, including with your school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement. College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. College Board may also respond to inquiries from any institution to whom you submitted a score. If you publicize any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

Section 5. Privacy

- a. Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies located at collegeboard.org/privacy-center (“**Privacy Policies**”) are part of these Terms and Conditions. You consent to College Board collection, use, and disclosure of your personally identifiable information described in the Privacy Policies and in these Terms and Conditions. College Board may update its Privacy Policies from time to time and they are subject to change up to 1 week prior to your test date and any subsequent test dates for which you register. You are required to review the Privacy Policies located at collegeboard.org/privacy-center prior to each test administration.
- b. Voluntary Student Search Service. If you decide to opt in** to our voluntary Student Search Service (“**Search**”), then:
- We will share information about you that you provide to College Board (including without limitation your personally identifiable information, score ranges, questionnaire responses, and information you provide on the College Board college planning website, BigFuture) with participating accredited colleges, universities, nonprofit scholarship programs, and nonprofit educational organizations (“**Education Organizations**”). We will do so in accordance with studentsearch.collegeboard.org/about-your-data.
 - Education Organizations will use this information to send you email and postal mail informing you about their educational, financial aid, and scholarship opportunities. Being contacted by Education Organizations doesn’t mean you have been admitted. You must submit an application to be considered for admission.
 - Education Organizations pay a license fee to College Board to license (use) your information. College Board uses these license fees to help support its mission-driven work. Students do not pay a fee for Search.
 - Education Organizations may only use your information for the purpose of sending you information about their opportunities. They (i) may not share your information with others except to their contractors such as direct mail service providers, and (ii) may only keep your information for a limited time period.
 - **Opt-out:** You can opt out of Search at any time at studentsearch.collegeboard.org/opt-out or by contacting us at SearchCustomerService@collegeboard.org or 866-825-8051.
- c. Educational Reporting.** We send your scores and other information you provide during testing to your school and district. In addition, your scores may be sent to your state for educational, diagnostic, and/or reporting purposes. (Homeschooled students’ scores won’t be shared with the school that administers the test.)

- d. National Merit Scholarship Program.** We send your scores and other information you provide during testing to our cosponsor, National Merit Scholarship Corporation (“Cosponsor” or NMSC) for it to consider your eligibility for its National Merit Scholarship Program in accordance with the *PSAT/NMSQT Student Guide* and psat.org/scholarships.

Section 6. Miscellaneous

- a.** In the event of a test security related concern, public health threat, natural disaster, terrorist act, civil unrest, or other unexpected events or circumstances, College Board may cancel testing for all or a specific group of test takers. When this occurs your school or testing location will work with College Board to request an alternate test date or provide other options for testing.
- b.** To ensure the integrity of the PSAT/NMSQT, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from registering for and/or taking any College Board assessment.
- c.** If College Board becomes aware that you or someone else may be in imminent danger, we reserve the right to contact the appropriate individuals or agencies, including your parents, guardians, high school, or law enforcement agencies.
- d.** College Board or its designee may use methods to capture images, video, or audio at any or all test centers to help ensure test security. The resulting images or recordings, which may permit College Board to identify specific individuals, may be collected, stored, reviewed, and used for the purposes of (1) identifying, collecting evidence of, and/or investigating possible PSAT/NMSQT test security incidents; (2) enhancing PSAT/NMSQT test security. These images and/or recordings are maintained following the test administration for as long as reasonably necessary for the purposes specified. Thereafter, the images and recordings are securely destroyed. College Board will not use or disclose such information except as described earlier in this section, as requested by law enforcement, and/or as reasonably necessary to protect the rights and property of College Board or third parties.
- e.** College Board occasionally pretests new questions to determine if they should be included in a future PSAT/NMSQT test. These questions may appear in any of the test sections, and testing time will be appropriately extended so you have time to answer them. They will not be included in computing your scores. Scored test items (questions) and entire test forms may be used in more than 1 test administration.
- f.** After the PSAT/NMSQT, we may send you an email invitation requesting you to participate in a test experience survey or to answer sample test questions. If you provide us with an email address, you may receive an invitation via email. Participation is optional and will not affect your scores.
- g.** College Board takes steps to ensure that answer sheets are properly handled and scored. In the unlikely event of a problem with shipping or processing answer sheets, or score reports, or with scoring the test, or score reporting, College Board will correct the error, if possible. This is your sole remedy in relation to such issues. College Board has sole discretion in determining whether to score lost answer sheets that are eventually recovered.
- h.** All personal property brought into the test center, such as purses, bags, backpacks, mobile phones, and calculators and other electronic devices, may be subject to search at the discretion of College Board, ETS, and testing staff. College Board, ETS, and testing staff may confiscate and retain for a reasonable period of time any personal property suspected of having been used, or capable of being used, in violation of our test security and fairness policies, for further investigation.
- i.** College Board and the test center will not be responsible for personal property, including prohibited items, brought to the test center on test day that becomes lost, stolen, or damaged.
- j.** Each College Board contractor and Cosponsor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.

Section 7. Policies and Requirements

- a.** All College Board policies and requirements (i) referenced in these Terms and Conditions and (ii) relating to taking the PSAT/NMSQT at collegereadiness.collegeboard.org/psat-nmsqt-psat-10/taking-the-tests and scores at psat.org/scores are part of these Terms and Conditions.
- b.** College Board may update its policies and requirements from time to time, and they are subject to change up to 1 week prior to your test date and any subsequent test dates you register for. You are required to review these prior to each test administration.

Section 8. Intellectual Property Rights

- a.** All College Board tests, test-related documents and materials, and test preparation materials are copyrighted works owned by College Board and protected by the laws of the United States and other countries.
- b.** College Board owns all answers and answer documents you submit, and these may be used by College Board for any purpose, subject to College Board Privacy Policies located at collegeboard.org/privacy-center and these Terms and Conditions.

Section 9. Arbitration of Disputes

a. General Arbitration Rules (“**General Arbitration Rules**”)

- All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for or taking the PSAT/NMSQT, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process, but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association (“**AAA**”) under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at adr.org.
- Disputes relating to the Score Validity Process (defined in the “Invalid Scores” section above) are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
- The proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted through documentary submissions and/or via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.
- The parties agree that the Federal Arbitration Act (“**FAA**”) 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law.
- No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than 1 individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.
- By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.
- Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration except that College Board will pay your AAA filing fee. This does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

b. Supplemental Arbitration Rules for the Score Validity Process (“**Supplemental Arbitration Rules**”)

- If you receive a notice from us that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, the below rules will apply.
 - This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator.
 - The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.
 - This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.
 - If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).
 - All other disputes with College Board will be resolved solely by the General Arbitration Rules in (a) above.
- c. Notwithstanding the foregoing arbitration provisions in sections (a) and (b) above, either party may take a claim to small claims court instead of arbitration if the party’s claim is within the jurisdiction of the small claims court, as permitted in the AAA Rules. If either party institutes an action in small claims court, you and College Board agree to accept the findings of the small claims court as a final resolution of the parties’ dispute and not to appeal the small claims court’s decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute.

Section 10. Limitations of Liability

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, COLLEGE BOARD AND ITS COSPONSOR, AGENTS, AND CONTRACTORS’ 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 OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD, OR ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO COLLEGE BOARD (IF APPLICABLE) OR \$100.00, WHICHEVER IS GREATER. IN ADDITION, COLLEGE BOARD WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

Section 11. Severability

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

Section 12. Restricted Registrations

College Board, along with our service providers overseas, is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, “**Sanctioned Persons**”), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned

Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not blocked, College Board is required to cancel the registration and may not be able to refund the payment. Please contact PSAT/NMSQT Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or the website of the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) to obtain the current list of sanctioned programs and Sanctioned Persons.

Section 13. Accessibility of These Terms and Conditions

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact College Board Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or pages.collegeboard.org/contact-us in advance of registering or taking the PSAT/NMSQT. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.