



Jersey College

Challenge Exam

RULES FOR PARTICIPATION IN CHALLENGE EXAMS

1. **COMPLIANCE:** I understand that if I fail to comply with the rules and requirements specified or referenced in these Rules for Participation in Challenge Exams, and communicated to me, orally and/or in writing (collectively, the “Rules”), at the Challenge Exam administration, or if I take any prohibited actions, my Challenge Exam results may be voided, no refund will be issued, no portion of the Challenge Exam fee can be applied toward the cost of any future Challenge Exam fees, I may not be permitted to register for future Challenge Exam administrations, my registration may be canceled, I may be required to take the Challenge Exam(s) under controlled conditions, and other actions may be pursued.
2. **IDENTIFICATION:** I understand that I may not be admitted to the testing room if I do not have the proper identification. Proper identification consists of two pieces of positive identification, one of which contains a recent photograph and signature I.D. (such as a driver’s license, passport or state issued identification card). If I am refused admission to the Challenge Exam, I will be considered absent from the Challenge Exam and will receive no refund or credit of any kind.
3. **LATE ARRIVAL:** I understand that if I arrive after a Challenge Exam administration has begun, I will be refused admission to the Challenge Exam, in which case I will be considered absent and I will receive no refund or credit of any kind.
4. **CHALLENGE EXAM ADMINISTRATION:** I agree to follow all reasonable instructions given to me either orally or in writing at or during the Challenge Exam administration, including but not limited to instructions to relocate me during the test session. I agree not to communicate with other examinees or any unauthorized persons in any way during the Challenge Exam administration nor to engage in any other form of misconduct. I agree not to engage in behavior that would disrupt or unfairly affect the performance of myself or other examinees. I agree to cooperate with testing personnel. If I fail to comply with these provisions, I may be dismissed from the test site and my score may be voided without refund or credit of any kind, and other actions, as described in Rule 1, may be taken as deemed appropriate by Jersey College.
5. **CHALLENGE EXAM SECURITY**
 - a. *Challenge Exam Property:* I understand that all test questions, answers and all other Challenge Exam materials and any portion thereof or information relating thereto (referred to below as the “Challenge Exam Materials”) are the sole property of Jersey College or a third-party, as the case may be. I understand and acknowledge that the Challenge Exam are required to be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed. I have not received or reviewed any Challenge Exam prior to taking the test. I am not permitted to take (and I will not take) any Challenge Exam or handwritten or printed notes (referred to below as “Notes”) reflecting or recording anything about the Challenge Exam from the testing room or to disassemble, copy, or reproduce the Challenge Exam (or information derived therefrom) in whole or in part, by hand or with the use of any electronic, or any other type of, device of any nature.
 - b. *Challenge Exam:* I understand that I will not be permitted to bring or use during the Challenge Exam: Notes, cellular phones, calculators, electronic information or communication devices, or any other unauthorized aid (collectively referred to below as “Unauthorized Aids”). Throughout the Challenge Exam session, I will have nothing on my desk but pencils, erasers, provided scrap paper and my photo identification.

I understand that if, despite my foregoing promises and agreements in Rules 5a and 5b above, Challenge Exam administrators have a reasonable suspicion that I have or may have in my possession any Challenge Exam, Notes, and/or Unauthorized Aids, I will immediately turn over any such Challenge Exam, Notes, and/or Unauthorized Aids in my possession to the Challenge Exam administrators at any time upon their request. If I should fail or refuse to do so, or if the Challenge Exam administrators believe in good faith that I have not turned over all such Challenge Exam, Notes, and/or Unauthorized Aids in my possession, the Challenge Exam administrators may search my person and my personal possessions for such Challenge Exam, Notes, and/or Unauthorized Aids and may remove them. Any such Challenge Exam, Notes, and/or Unauthorized Aids that I may have may be retained for as long as may be required for the purposes referenced in Rule 1 above. Challenge Exam administrators and Jersey College are not responsible for Unauthorized Aids or other prohibited material confiscated by them or otherwise turned over by me. In the event of a possible breach of Challenge Exam security, I agree to cooperate with testing personnel and I hereby consent to any such reasonable search and to any incidental contact with my person or my possessions that may result from such a search before my dismissal from the test site. Moreover, I hereby waive any claim that I might otherwise have based upon any such search or contact. If I fail to comply with these conditions, my score may be voided without refund or credit of any kind; and other actions, as described in Rule 1, may be taken as deemed appropriate.

6. **NONDISCLOSURE OF CHALLENGE EXAM:** Because of the obvious necessity that the Challenge Exam be kept confidential and secure from disclosure in order to fairly and effectively perform the test functions for which they were designed, and because any disclosure of part or all of the contents of the Challenge Exam to anyone might render them unusable for future Challenge Exam administrations, I promise and agree that I will not disclose the Challenge Exam or any part of them (including the form, subject matter, substance, and wording of any Challenge Exam question or any answer thereto) to anyone for a period of three (3) year from the date of the Challenge Exam administration to which such Challenge Exam pertain. I understand and agree that if I should violate this agreement of nondisclosure, I may be liable in damages for costs (including redevelopment costs) incurred as a result of any breach of this agreement, and I may also be subject to other legal and equitable remedies (including injunctive relief) for any such breach.

7. CHALLENGE EXAM SESSION: I agree and understand that after admission to the test site, I may not leave the test site for any reason until I have been officially dismissed and all of my Challenge Exam have been collected by a test administrator. Once I have completed the Challenge Exam, or at the end of the session, my Challenge Exam will be collected and I will be dismissed. Once dismissed, I must leave the test site.
8. CHALLENGE EXAM SCORE REPORTING: I understand that my Challenge Exam score will be reported to me. The typical timeframe is up to one week from the date of testing. I understand that any information provided as a part of testing may be used to report scores or to contact me regarding test- or program-related issues.
9. VOIDED SCORE: I understand that if I fail to comply with the rules and requirements set forth in these Rules for Participation in Challenge Exams, and communicated to me, orally and/or in writing, at the Challenge Exam administration, or if doubts are raised about the validity or legitimacy of my registration or my score, Jersey College may void my Challenge Exam and no refund shall be given.
10. VALIDITY OF SCORE: I understand that my Challenge Exam scores are valid for up to one (1) year from the date I take the Challenge Exam.
11. RIGHTS AND OBLIGATIONS REGARDING CHALLENGE EXAM ADMINISTRATION: I understand and agree that liability for Challenge Exam administration activities, including but not limited to the adequacy or accuracy of Challenge Exam and equipment, the adequacy or accuracy of the registration and administration processes or conditions, the adequacy of test site facilities, the adequacy or accuracy of scoring, the adequacy or accuracy of score reports, the adequacy or accuracy of information provided to me in connection with the Challenge Exam, and the adequacy of protection of examinee information will be limited to score correction or Challenge Exam retake at no additional fee. I waive any and all rights to all other claims, specifically including but not limited to claims for negligence arising out of any acts or omissions of Jersey College (including the employees, agents, contractors, or professional advisors of Jersey College).
12. CONSIDERATION: For good and valuable consideration the receipt of which is hereby acknowledged (including the Challenge Exam fee), I make the promises set forth in this agreement.
13. PROGRAM CHANGES: I understand that the Challenge Exam process and these Rules for Participation in Challenge Exams are subject to change at the sole discretion of Jersey College.
14. ARBITRATION: I agree and understand that any dispute or claim between me and Jersey College (or any company affiliated with Jersey College, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this agreement or the Challenge Exam, whether such dispute arises before, during, or after the Challenge Exam and whether the dispute is based on contract, tort, statute (including but not limited to state and federal laws against discrimination), or otherwise, shall be submitted to and resolved by individual binding arbitration pursuant to the terms described herein. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against me may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the Teterboro, New Jersey for testers in New Jersey and Tampa, Florida for testers in Florida. The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions. The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with Jersey College. The failure or refusal of either party to submit to arbitration as required by this agreement will constitute a material breach of this agreement. If judicial action is commenced in order to compel arbitration, and if arbitration is in fact compelled, the party that resisted arbitration will be required to pay to the other party all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the party to compel arbitration.

15. NON-REFUNDABLE: I understand and agree that any and all fees paid in connection with the Challenge Exam are non-refundable and non-transferable.
16. RULES: I understand that should any of these rules or any other requirement or provision contained in these Rules for Participation in Challenge Exams be declared or determined by any court to be illegal or invalid, the remaining rules, requirements, and provisions will not be affected and the illegal or invalid rule, requirement, or provision shall not be deemed a part of the current bulletin. The headings of each of the Rules for Participation in Challenge Exams are for convenient reference only. They are not a part of the rules themselves; they do not necessarily reflect the entire subject matter of each rule; and they are not intended to be used for the purpose of modifying, interpreting, or construing any of these Rules for Participation in Challenge Exams. These Rules for Participation in Challenge Exams constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, proposal, warranties and representations in connection with the services contemplated hereunder. This Agreement prevails over any conflicting or additional terms of any other communication. I agree that any legal action arising in connection with my registration for or participation in a Challenge Exam administration shall be governed by the laws of and brought in the state of Florida, and I consent to personal jurisdiction in such state.