

OFFICIAL RULES
"The Golden Compass" Student Sweepstakes

"The Golden Compass" Student Sweepstakes (the "Sweepstakes") is intended for participation only in the United States and shall be construed according to, and governed exclusively by, United States law. Do not participate in the Sweepstakes unless you meet the eligibility requirements set forth below and are physically located in the United States at the time of entry.

NO PURCHASE NECESSARY.

PROMOTION DESCRIPTION: The Sweepstakes begins on October 9, 2007 at 12:01 a.m. Eastern Time ("ET") and ends November 21, 2007 at 11:59 p.m. ET (the "Promotion Period"). At the end of the Promotion Period, a random drawing will be conducted to select up to five hundred eighty (580) winners from all eligible entries submitted during the Promotion Period, as fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and with the decisions of Scholastic Inc. ("Sponsor"), whose decisions shall be final and binding in all respects.

ELIGIBILITY: Students who are legal residents of the fifty (50) United States and District of Columbia and are currently enrolled at school in grades 8–12 are eligible to enter, except for employees and immediate family members of employees of Sponsor, New Line Productions, Inc. ("NLP"), and the World Wildlife Fund ("WWF"). Sponsor, NLP, and WWF and each of their respective affiliates, subsidiaries, officers, directors, shareholders, agents, advisors, and employees, and all others associated with the development and execution of this Sweepstakes, shall be referred to as the "Sweepstakes Entities." Children under the age of 18 must get their parent or legal guardian's permission to enter. Sweepstakes subject to all federal, state, and local laws. Prizes are non-transferable and non-assignable. Void where prohibited or restricted by law.

HOW TO ENTER: To enter the Sweepstakes, visit the Website www.scholastic.com/goldencompassmovie (the "Website"), read these Official Rules, and download and print the entry form provided. Complete all required information on the entry form, including the qualifying question and entrant information, and send the entry form in a postage-paid envelope to: The Golden Compass Sweepstakes, Scholastic Inc., P.O. Box 713, New York, NY 10013-0713. Entries are accepted by postal mail only. Entries must be postmarked by the end of the Promotion Period and received by Sponsor by November 30, 2007 to be eligible. Proof of mailing does not constitute proof of delivery or receipt by Sponsor. **LIMIT ONE (1) ENTRY PER PERSON.** No mechanically reproduced, illegible, or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels.

WINNER SELECTION AND NOTIFICATION/ODDS: At the end of the Promotion Period, up to five hundred and eighty (580) winners will be selected through a random drawing using randomization methods selected in Sponsor's sole discretion, held on or about December 3, 2007, which will be conducted by Sponsor using randomized methods selected in its sole discretion. Each winner will be notified by mail or phone using the contact information provided at the time of entry on or about December 19, 2007. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not

respond within four (4) days of the first notification attempt, or if the prize or prize notification is returned as undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected by Sponsor. If a potential winner is under the age of majority in his or her state of residence (a "minor"), such minor winner's parent/legal guardian will be required to sign, have notarized, and return to Sponsor "Prize Claim Documents" (defined below) within ten (10) days of winner notification, or an alternate winner may be selected by Sponsor. All prizes will be awarded in the name of any minor winners' parents/legal guardians. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. **The odds of winning depend on number of eligible entries received.** Sponsor's decisions with respect to all matters relating to this Sweepstakes are final and binding.

PRIZES:

Grand Prize. Five (5) Grand Prizes are available. Each Grand Prize winner will be invited to attend a private screening of the theatrical release film "The Golden Compass" for winner and up to two hundred (200) of winner's guests for a total of two hundred one (201) people at a location in or near the winner's hometown. The approximate retail value ("ARV") of each Grand Prize is \$3500. The screening must be scheduled through NLP and must take place Monday–Thursday, except for holidays, before February 7, 2008, without exception, or the Grand Prize will be forfeited in its entirety. The specific time and location of the screening shall be at the sole discretion of NLP. If the Grand Prize winner cannot attend at the scheduled time, the Grand Prize will be forfeited in its entirety. Grand Prize includes theater rental, and popcorn and soda for the Grand Prize winner and the Grand Prize winner's guest(s). All expenses not specified herein are the sole responsibility of each Grand Prize winner and such Grand Prize winner's guests. The Grand Prize winner's guests must be age appropriate for the "The Golden Compass." In the event the Grand Prize winner or any of his or her guests engage during the screening in behavior that (as determined by NLP in NLP's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, NLP reserves the right to terminate the screening early, and send the winner and/or his or her guests home with no further compensation. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if the prize listed is unavailable for any reason. Each Grand Prize is non-assignable and non-transferable. If "The Golden Compass" cannot for any reason be shown in/near each Grand Prize winner's city of residence, no prize or other compensation will be substituted and the Sponsor may select an alternative winner.

First Prize. Fifty (50) First Prizes are available. Each First Prize winner will receive a symbolic polar bear adoption from World Wildlife Fund. The ARV of each First Prize is \$250.

Second Prize. Four hundred (400) Second Prizes are available. Each Second Prize winner will receive a box set of "His Dark Materials" trilogy. The ARV of each Second Prize is \$45.

Third Prize. Twenty-five (25) Third Prizes are available. Each Third Prize winner will receive one (1) pass for such Third Prize winner and three (3) guests to attend a showing of "The Golden Compass" at a participating theater in the United States. Movie pass prizes are subject to the terms and conditions generally applicable thereto. The ARV of each Third Prize is \$40.

Fourth Prize. One hundred (100) Fourth Prizes are available. Each Fourth Prize winner will receive a DVD of "The Golden Compass" following its commercial release. The ARV of each Fourth Prize is \$24.

No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Applicable portions of any prize will be delivered only to an address in the United States. Total aggregate value of all prizes is \$51,400.

GENERAL PRIZE CONDITIONS: Prize will only be awarded if the potential winner fully complies with these Official Rules. Prize is non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television, print advertising and other Sweepstakes materials are for illustrative purposes only. Actual prize may vary from prize pictured. All details and other restrictions of prizes not specified in these Official Rules will be determined by Sweepstakes Entities in their sole discretion. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize is unavailable, in whole or in part, for any reason. The winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential winners will be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of a parent or legal guardian of such minor winner, or a parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If a winner (or such winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within four (4) days of prize notification (or a shorter time if required by exigencies), the winner may be disqualified and an alternate winner may be selected. The Grand Prize Winners' guests may also be required to execute Prize Claim Documents prior to attendance at a Grand Prize screening. Other restrictions may apply.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for Sweepstakes Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize

notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim the prize in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

OFFICIAL RULES/LIST OF WINNERS: Official Rules are available at www.scholastic.com/goldencompassmovie. To request a copy via postal mail, send a self-addressed stamped envelope by 12/19/07 to Official Rules, The Golden Compass Sweepstakes, Scholastic Inc., P.O. Box 713, New York, NY 10013-0713. For a list of winners, available after January 7, 2008, send a self-addressed stamped envelope no later than February 7, 2008 to Request for Winners List, The Golden Compass Sweepstakes, Scholastic Inc., P.O. Box 713, New York, NY 10013-0713.

SPONSOR: The Sweepstakes is solely sponsored and administered by Scholastic Inc., 557 Broadway, New York, NY 10012.

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