CITI® 2008 SCHOLARSHIP CONTEST OFFICIAL RULES

WHO CAN ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The “Writing and Scholarship Planning for College-Bound Students” Scholarship Contest (“Contest”) is open to matriculating students in grades 11 and 12 who are enrolled in a public or accredited private school and who are legal residents of the United States (excluding residents of Puerto Rico and the U.S. territories and possessions), except employees (and their immediate families [spouse, parent, child, sibling and their respective spouses] and those living in the same household of each employee, whether or not related) of Scholastic Inc., Citicorp Credit Services, Inc. (“Sponsor”), and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and all others associated with the development and execution of this Contest. Contest subject to all applicable federal, state, and local laws. An eligible minor in his/her state of residence should have his/her parent’s or legal guardian’s permission to enter. Void in Puerto Rico, the U.S. territories and possessions and where prohibited.

HOW TO ENTER: Entries will be accepted between 12:01 a.m. Eastern Time (“ET”) on January 22, 2008 and 11:59 p.m. ET on April 18, 2008 (the “Entry Period”). Entrants will be required to write a two-page (approx. 500 words but no more than 750 words) essay in English responding to the following topic: “Tell us about a situation in which you had to use financial management to achieve a significant goal. What skills did you learn from that experience that you could use in the future?” Entries can be submitted by mail to: Scholarship Contest, c/o Scholastic, Inc., P.O. Box 713, New York, NY 10013-0713. Essay must either be accompanied by a completed entry form available for download at www.scholastic.com/collegesuccess or a plain sheet of 8 1/2” x 11” paper with the following information: name, gender, address, city, state, zip code, home e-mail address, grade, home phone number (including area code), school name, teacher’s name, school address, and school phone number (including area code). Prior to entry, an eligible entrant should confirm with his/her school that participation in this Contest is permissible as well as obtain permission from the teacher to use his/her name in connection with this Contest. Only one (1) entry will be accepted from any person and/or email address, regardless of method of entry. Online entries must be received by 11:59 p.m. ET on April 18, 2007. Mail-in entries must be postmarked by April 18, 2007 and received by April 25, 2007. Use of any automated entry device is prohibited and all such entries are void.

Entry (i) must be entrant’s own original work, and cannot contain previously published and/or copyrighted in any part by any 3rd party, (ii) must be in keeping with the Sponsor’s image and may not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, and (iii) can not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, or not in keeping with Sponsor’s image, in its sole discretion. All entries and rights to winning essay submissions become the property of the Sponsor and will not be returned.

Released Parties (as defined below) are not responsible for late, lost, stolen, inaccurate, garbled, damaged, undelivered, delayed, misdirected, or postage-due entries or mail; for interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections; for lack of availability or accessibility, or miscommunications due to failed computer, satellite, telephone, or cable transmissions or lines; for technical failure or jumbled, scrambled, delayed, or misdirected transmissions; for computer hardware or software malfunctions, failures, or difficulties; or for any other computer, network, technical, typographical, human or other error, problem, or malfunction related to or in connection with the Contest, including, without limitation, errors, problems, or malfunctions that may occur in connection with the administration of the Contest, the announcement of the prizes, the processing or judging of entries, or any Contest-related materials. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any injury or damage to participants’ or to any other persons’ computer (whether hardware or software), relating to or resulting from downloading materials or software in connection with this Contest.
JUDGING: Potential winners will be selected from among all eligible entries received by a panel of qualified independent judges employed by Scholastic based equally on the following criteria: creativity, clear content, logical thought process, and proper use of language. The decisions of the judges are final and binding. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of qualified and eligible entries.

PRIZES: GRAND PRIZE (2): Two Grand Prize winners (the highest scoring male entrant and the highest scoring female entrant) will each receive a $15,000 check, to be put towards college tuition. If an awards ceremony is scheduled, each Grand Prize winner will also receive a trip to attend such awards ceremony and to take part in any other press events scheduled by Sponsor. If no awards ceremony is scheduled, the trip portion of the prize will not be awarded. If applicable, the 3 day/2 night trip will include round-trip coach-class air transportation for two (2) from the major U.S. gateway airport nearest winner’s residence to New York City, 3 day/2 night hotel accommodations (one [1] standard room, double occupancy), and a check in the amount of $390 for the Grand Prize winner only to be put towards meals while in New York City for the Grand Prize awards ceremony (collectively, the “Trip”). Approximate Retail Value (“ARV”) of Trip: $2,460. Each Grand Prize winner must be accompanied on trip by his/her parent or legal guardian. If either Grand Prize winner is unable to attend the awards ceremony or participate in any other press events scheduled by Sponsor on dates selected by Sponsor, entire prize package may be forfeited and, at Sponsor’s discretion, awarded to the runner-up. Maximum Total ARV of Grand Prize: $17,460.

SECOND PRIZE (5): Five Second Prize winners will each receive a $1,500 check, to be put towards college tuition. ARV of Second Prize: $1,500 each.

THIRD PRIZE (10): Ten Third Prize winners will each receive a $200 check, to be put towards decorating a college dorm and/or college supplies. ARV of Third Prize: $200 each.

TEACHER AWARDS: GRAND PRIZE TEACHER AWARD (2): The teacher named on the entry of each Grand Prize winner will each receive a $2,500 check to be used toward continuing education classes. If an awards ceremony is scheduled by the Sponsor, each such teacher will also receive the Trip. Approximate Retail Value (“ARV”) of Trip: $2,460. Maximum ARV of Grand Prize Teacher Award: $4,960 each. If applicable, if either teacher chooses not to attend the awards ceremony, he/she will forfeit the Trip portion of the Grand Prize Teacher Award and no substitution or compensation will be provided; however remainder of prize package will be awarded and Sponsor shall have no further obligation to such teacher.

SECOND PRIZE TEACHER AWARD (5): The teacher named on the entry of each of the five Second Prize winners will each receive a $700 check to be put towards classroom books and/or supplies. ARV of Second Prize Teacher Award: $700 each.

THIRD PRIZE TEACHER AWARD (10): The teacher named on the entry of each of the ten Third Prize winners will each receive a $200 check to be put towards classroom books and/or supplies. ARV of Third Prize Teacher Award: $200 each. Teachers will be notified following verification of the winning student’s eligibility and his/her compliance with the terms of these rules. To obtain their awards, teachers must grant the Sponsor and its designees the right to use their names, likenesses, hometowns, biographical information (including grades and school names) for purposes of advertising and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity without further notice, permission, or compensation, except where prohibited by law, and will be required to sign a liability/publicity release within fourteen (14) days of issuance or award will be forfeited. Teachers must be in good standing at the school attended by the winning student, subject to verification by Sponsor.

Total ARV of all prizes and awards combined: $59,840.

TRIP RESTRICTIONS: Actual value of trip may vary based on point of departure and dates of travel. If any winner or teacher resides within 100 miles of New York City, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. Winners and teachers are solely responsible for all trip expenses not specified herein as being awarded, including, without limitation, ground transportation, taxes, meals, beverages, and gratuities. Travel must be made through Sponsor’s agent, on a carrier of Sponsor’s choice. Winner and parent or legal guardian (or, if a teacher, his/her guest) must travel together on the same itinerary. Winner is responsible for obtaining travel documents. Parent or legal guardian (or, if a teacher, his/her guest [who must be 18 years of age or
older]) must sign, notarize, and return a publicity/liability release prior to issuance of travel documents. Certain travel restrictions may apply.

GENERAL PRIZE AND AWARD RESTRICTIONS: Any and all federal, state, and local taxes, where applicable, are the sole responsibility of the winners and award recipients. No cash equivalents, substitutions, transfers, or assignments of prizes or awards are allowed, except by Sponsor, who reserves the right to substitute a prize or award (or portion thereof) of comparable or greater value, at its sole discretion.

NOTIFICATION/ANNOUNCEMENT: Potential winners will be notified on or about June 13, 2007 by telephone and/or mail. If any winner is an eligible minor, the prize will be awarded in the name of the parent or legal guardian who will be required to fulfill all requirements imposed on winners set forth herein. Each winner (or, if an eligible minor, his/her parent or legal guardian) will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within fourteen (14) days of issuance or prize may be forfeited and, at Sponsor’s discretion, awarded to the runner-up. If any prize or prize notification is returned as undeliverable, a potential winner chooses to decline a prize for any reason, or fails to comply with these Official Rules, the prize may be forfeited and, at Sponsor’s discretion, awarded to the runner-up. If any potential winner or his/her corresponding teacher fails to comply with all requirements as set forth in these rules, Sponsor reserves the right to disqualify such potential winner and his/her corresponding teacher and, at its sole discretion, award the prize to the runner-up and his/her corresponding teacher. By accepting the prize, each winner (or, if an eligible minor, his/her parent or legal guardian) grants to Sponsor and its designees the right to use his or her name, likeness, hometown, biographical information (including grade and school name), and entry for purposes of advertising and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity without further notice, permission, or compensation, except where prohibited by law.

USE OF ENTRY: By submitting an entry, each entrant (or, if an eligible minor, his/her parent or legal guardian) agrees Sponsor shall own the entry submitted (including all rights embodied therein in winning entries) and that it and its designees may exploit, edit, publish, use, adapt, modify, or dispose of any entry and elements embodied therein, online, in print, film, television, or in any other media now or hereafter known for advertising, promotional, or other purposes throughout the world, in perpetuity, without additional compensation or notification to, or permission of the entrant, if an eligible minor, his/her parent or legal or third party, except as prohibited by law.

GENERAL CONDITIONS: By entering, entrant (or, if an eligible minor, his/her parent or legal guardian) agrees to release and hold harmless Scholastic Inc., Sponsor, and their respective parents, affiliates, subsidiaries, advertising, and promotion agencies and all others associated with the development and execution of this Contest, and the respective officers, directors, shareholders, agents, and employees of the foregoing (collectively, the “Released Parties”) from any and all claims, injuries, damages, or losses to the person or property and/or liabilities of any nature that in any way arise from participation in this Contest or acceptance or use of a prize (including any travel related hereto). In the event the Contest is compromised by non-authorized human intervention, virus, bugs, or other causes beyond the control of Sponsor which corrupts or impairs the administration, security, fairness, or proper play of the Contest, Sponsor reserves the right in its sole discretion to modify, suspend, or terminate the Contest or any portion thereof and/or terminate the participation of any participant (and void his/her entry) whose conduct potentially compromises the Contest and at its sole discretion to award the prizes from among all eligible non-suspect entries received prior to termination using the judging procedures outlined above.

WINNERS LIST: For the names of winners (available after 7/2/07), send a stamped, self-addressed envelope to: WINNERS: Scholarship Contest, c/o Scholastic Inc., P.O. Box 713, New York, NY 10013-0713.

SPONSOR: Citicorp Credit Services, Inc., One Court Square, Long Island City, NY 11120.
If you do not wish to receive future sweepstakes and contest offers via direct mail from this Sponsor, send your name and address to: Scholarship Contest, Citicorp Credit Services, Inc., c/o Scholastic Inc., P.O. Box 713, New York, NY 10013-0713.

CONSUMER DISCLOSURES: NO PURCHASE NECESSARY to Enter or Win. A Purchase Will Not Increase Your Chances of Winning. You have not yet won. (2) Grand Prizes: $15,000 check, ARV: $15,000 ea. (5) Second Prizes: $1,500 check, ARV: $1,500 ea. (10) Third Prizes: $200 check, ARV: $200 ea. (2) Grand Prize Teacher Awards: $2,500 check, ARV: $2,500 ea. (5) Second Prize Teacher Awards: $700 check, ARV: $700 ea. (10) Third Prize Teacher Awards: $200 check, ARV: $200 ea. If an awards ceremony is scheduled, Grand Prize winners and Grand Prize Teacher Award recipients will each receive a 3 day/2 night trip for 2 to NYC to attend such ceremony. ARV: $2,460 ea. Total ARV of all prizes and awards combined: $59,840. Contest ends 4/18/08. Mail-in entries must be postmarked by 4/18/08 and received by 4/25/08. See Official Rules above for complete details including essay topic and judging criteria. Sponsor: Citicorp Credit Services, Inc., One Court Square, Long Island City, NY 11120.