

EVEREADY NYC FAMILY GETAWAY SWEEPSTAKES OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning. To enter the Eveready NYC Family Getaway Sweepstakes ("Sweepstakes"), sponsored by Scholastic Inc., ("Scholastic"), visit www.scholastic.com/evereadynyc and complete the required personal information, including your name, address, email address, and phone number. The Sweepstakes begins May 6, 2014, at 12:01 a.m. Eastern Time ("ET") and all entries must be received by July 31, 2014, at 11:59 p.m. ET (the "Sweepstakes Period"). **Limit one entry per person /household for the entire Sweepstakes Period.** In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized holder of the e-mail account associated with the submitted entry. By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Scholastic, which shall be final and binding in all matters relating to this Sweepstakes.

2. ELIGIBILITY. The Sweepstakes is open only to legal residents of the 50 United States (including the District of Columbia) who are 18 years of age or older (19 years or older if a resident of Alabama or Nebraska) at the time of entry and are the parent and/or legal guardian of at least one child who is 11 years of age or younger at the time of entry. Employees, officers and directors of Scholastic, Energizer Battery, Inc. ("Energizer"), their respective affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and members of the immediate families (spouse, biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses, regardless of where they reside) and/or households (whether related or not) of any of the above are not eligible to participate in the Sweepstakes. Void outside the 50 United States and the District of Columbia and where prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws.

3. DRAWING/PRIZE. One (1) Grand Prize Winner (the "Grand Prize Winner") will be selected in a random drawing conducted on or about August 7, 2014 by Scholastic from among all eligible entries received. The potential Grand Prize Winner will be notified by phone or e-mail on or about August 11, 2014 and will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, a Publicity Release (collectively, the "Prize Claim Documents") within seven (7) days of initial notification attempt or the prize will be forfeited and may be awarded to an alternate Grand Prize Winner (time permitting) in a random drawing from among the remaining entries received. Return of prize notification as undeliverable, or the determination that the potential Grand Prize winner is ineligible to receive the prize, or the potential Grand Prize Winner's inability or refusal to accept the prize, may result in prize forfeiture and the selection of an alternate Grand Prize Winner (time permitting) in a random drawing from among the remaining entries received.

The verified Grand Prize Winner will receive round trip coach air transportation for up to four persons (winner and up to three guests) between the major gateway airport closest to Grand Prize Winner's residence (as determined by Scholastic) and a New York City metro area airport of Scholastic's choice; admission to Eveready's Reading Event at the Scholastic Store on or about October 11, 2014; hotel accommodations consisting of one (1) room (with a maximum of quad occupancy) for three (3) night(s) at a hotel selected by Scholastic in its sole discretion, based on availability around the time of the event; \$250 in American Express Gift Cards for winner for trip incidentals; and a \$250 Scholastic Store shopping spree. Approximate retail value ("ARV") of prize package: \$3,700. Actual retail value of Grand Prize may vary due to factors such as winner's place of residence, and fluctuations in airfares, and the difference between the stated ARV and the actual value, if any, will not be awarded in any form. The Grand Prize Winner's travel companions must be family members (defined solely for the purposes of this Sweepstakes as a spouse, children, grandchildren, siblings, nieces, nephews, cousins, grandparents).

Each travel companion (or the winner, if a travel companion is a permissible minor) must sign and return a Liability/Publicity Release as a condition of accompanying winner on prize trip. Prize is non-transferable, non-assignable and no cash alternative will be offered except by Scholastic in the event of unavailability, in which case a prize of equal or greater value will be

awarded. All **federal, state and local income taxes on prize are the sole responsibility of the winner.** The Grand Prize winner will be issued an IRS Form 1099 for the value of the prize. The Grand Prize Winner is solely responsible for all trip expenses not specified herein as being awarded, including, without limitation, travel and other insurance, meals, hotel room service, laundry service, merchandise, souvenirs, local and long distance telephone calls, and gratuities. Travel arrangements must be made through Scholastic, on a carrier of Scholastic's choice. If Grand Prize Winner lives within a 100-mile radius of New York City, round-trip airfare will not be provided and ground transportation will be provided from the Grand Prize Winner's residence to the hotel, but other than that, no compensation will be awarded in lieu thereof. The Grand Prize Winner and his/her travel companions will be required to provide valid government-issued photographic ID and/or other required travel documents, such as a valid passport, at time of travel. The Grand Prize Winner and his/her travel companions are responsible for obtaining such travel documents. If Grand Prize Winner cancels the trip at any time, is deemed ineligible to receive the prize for any reason, or cannot or does not wish to accept the prize, the Grand Prize Winner agrees to forfeit the Grand Prize immediately, in its entirety, and Scholastic may, in its sole discretion, award the Grand Prize (time permitting) to an alternate winner in a random drawing from among the remaining entries received. Certain travel restrictions may apply. **The Grand Prize Winner and his/her travel companions must be able to travel on the following dates: October 9, 2014 through November 2, 2014,** or prize will be forfeited in its entirety and awarded (time permitting) to an alternate winner in a random drawing from among the remaining entries received.

4. **USE OF PERSONAL INFORMATION.** By submitting an entry, each entrant agrees that Scholastic, Energizer and their respective designees may use the entrant's entry, name, likeness and biographical information for any and all uses and in any media now known or hereafter created, except where prohibited by law. All entries, including all personal information collected from the entrants, are subject to Scholastic's privacy policy located at <http://www.scholastic.com/privacy.htm>.

5. **GENERAL.** By entering, entrant agrees to release and hold harmless Scholastic, Energizer and their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, prize suppliers and all others associated with the development and execution of this Sweepstakes, and the respective officers, directors, shareholders, agents, and employees of each of the foregoing (collectively, the "Released Parties") from and against any and all claims, injuries, damages, or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Sweepstakes or acceptance or use of the prize, including, without limitation, travel related thereto.

The Released Parties are not responsible for (a) electronic transmissions or entries that are lost, late, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received by Scholastic or its agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (c) failed or unavailable hardware, network or software transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Scholastic's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (e) any typographical or other error in any printing or advertising related to this Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winner; or (f) cheating or fraud by any entrant. All incomplete or non-conforming entries will be disqualified. Scholastic reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Scholastic reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. Scholastic's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Scholastic that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes then Scholastic reserves the right at its sole discretion to terminate the Sweepstakes and determine the Finalists and select the Grand Prize Winner in a random drawing from among all eligible, non-suspect entries received prior to the date/time of termination,

By entering, each entrant agrees and acknowledges as follows: (a) this Sweepstakes, including the construction, validity, interpretation and enforceability of these Official Rules, shall be governed by the laws of the State of New York without regard to choice of law or conflict of law principles (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York; (b) any dispute, claims and causes of action arising out of or connected in any way with the Sweepstakes or the prize shall be resolved individually, without resort to any form of class action, and brought exclusively in the appropriate federal or state court located in New York County, New York and litigation and/or trials will be decided solely by a judge. ENTRANT WAIVES TRIAL BY JURY IN ANY SUCH ACTION(S); (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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.

The invalidity or unenforceability of any provision of these Official 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 Official 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes -related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

6. WINNER'S NAME. The name of the Grand Prize Winner will be available after approximately September 12, 2014. You may request this name by sending a self-addressed, stamped envelope by March 12, 2015 to: NYC Family Getaway Sweepstakes winner, Scholastic Inc., 557 Broadway, 5th Floor, NY, NY 10013.

Sweepstakes is sponsored solely by:
Scholastic Inc., 557 Broadway, New York, NY 10013

For any questions or concerns regarding this Sweepstakes, please contact P&Cconnects@scholastic.com

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