

OOPS SWEEPSTAKES (“SWEEPSTAKES”) OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID OUTSIDE THE 50 US/DC AND WHERE OTHERWISE PROHIBITED.

I. ELIGIBILITY: The Sweepstakes is open to current legal residents of the 50 United States and Washington, DC, who are over the age of 18 at the time of entry and a member of a family (“Family,” solely for the eligibility purposes of this Sweepstakes, is defined as, at a minimum, the entrant and at least one child who is seventeen (17) or younger at the time of entry, whose parent/legal guardian is the entrant). Void in Puerto Rico, the US territories and possessions, and where prohibited or restricted by law.

Employees of Tyson Foods, Inc. (“Tyson”), Scholastic Inc. (“Sponsor”), and their respective parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, product suppliers, including any vendors providing services in connection with this Sweepstakes (collectively, the “Sponsor Affiliates”), and employees, agents, directors, officers (including members of their immediate family—i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren—or same household) of Sponsor or any Sponsor Affiliates are not eligible to participate.

II. HOW TO ENTER: Visit scholastic.com/oops to share/upload a photo or video (the “Photo/Video”) of your Family’s parenting snafu and complete all required fields on the entry form. Sweepstakes begins at 12:00:01 a.m. ET on July 25, 2016, and ends at 11:59:59 p.m. ET on September 25, 2016. Submission counts as one (1) entry in the Sweepstakes. For one (1) additional entry: Click on any of the social media share icons on the “Thank you for your submission” page and share your entry. To get the additional entry, entrants must have an active account with at least one of the social media sites on the above page. Data charges may apply. Please be sure to consult your wireless provider. Sponsor is not responsible for any charges wireless service provider may charge entrant. Limit: one (1) submission and one (1) share per Family. If you share your submission for the additional entry, you must include “#sweepstakes” on your post. The personal information collected will be used in accordance with Sponsor’s and Tyson’s privacy policies, which can be found at scholastic.com/privacy.htm and tysonfoods.com/Privacy-Policy.aspx, respectively.

Additional Photo/Video Requirements: Each entrant represents and warrants that his/her Photo/Video will comply with the following requirements: (i) the Photo/Video will not feature any person or child other than entrant and his/her Family member; (ii) other than the Sponsor, Tyson, or their respective products, brands, and/or logos, the Photo/Video may not show, contain, mention, depict, refer, or otherwise allude to the name, logo, or product of any other retailer, manufacturer, brand, product, store, place of business, person, company, or character in such a way or manner as to imply an affiliation with, or endorsement of, the Sponsor, Tyson, or their respective products, brands, and/or this Sweepstakes; (iii) the Photo/Video must be entrant’s own original work, created solely by entrant and not created professionally, unless entrant has otherwise obtained the rights and permission to use and/or display the Photo/Video; must not have been previously published, released, or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iv) the Photo/Video may not contain, mention, refer, or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive, or otherwise contain

inappropriate content or objectionable material; (v) the Photo/Video cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (vi) the Photo/Video cannot in any manner defame, misrepresent, contain disparaging remarks, or reflect negatively upon Sponsor, Tyson or their respective products, or other people, products, or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor and Tyson wish to be associated, as determined by Sponsor and Tyson in their sole discretion; (vii) the Photo/Video cannot contain any personal identification, such as personal names, email addresses, or street addresses, without express permission; (viii) the Photo/Video cannot depict and cannot itself be in violation of any law; and (ix) the Photo/Video must otherwise be in compliance with these Official Rules.

III. WINNER SELECTION/PRIZES:

Grand Prize: Three (3) entrants (the “Winners”) will be selected in a random drawing from all eligible entries received. The Winners will each receive One Thousand Five Hundred dollars (\$1,500) in the form of a check made out to the winner. ARV: \$1,500 per prize.

Runner-up Prize: The first two thousand five hundred (2,500) participants (the “Runner-up Prize Winners”) will receive a promo code for a free download of *The Adventures of Captain Underpants*, redeemable at the Scholastic Store (store.scholastic.com). ARV: \$6 per book.

Total ARV of all prizes offered: \$19,500.

Odds of winning will depend on the number of eligible entries received. Prizes are non-transferable, not returnable, and cannot be sold or redeemed for cash. No prize substitution except by Sponsor in case of unavailability, in which case a prize of equal or greater value will be awarded. The Winners are responsible for payment of all federal, state, or other tax liabilities (including income taxes), if any, on any prize received as well as any costs and expenses associated with prize acceptance and use of prize not specified herein as being provided.

IV. PRIZE NOTIFICATION: Potential Winners will be notified via mail, email, and/or phone utilizing information the entrant provided with his/her entry. For any and all prizing, the Winners may be required to complete, sign, and return within ten (10) days a liability and publicity release, unless prohibited by law, and an acknowledgement that it will use the prizes as set forth in these rules. If one of the above potential Winners refuses to comply with the above requirement or if a prize notification is returned as undeliverable, that potential Winner’s prize may be forfeited and awarded to an alternate winner selected in a random drawing from all remaining eligible entries received, at Sponsor’s sole discretion. The prizes will be awarded within 4–6 weeks of verification of Winners.

V. USE OF ENTRY. By submitting an entry, each entrant agrees Scholastic and Tyson shall own the entry submitted (including all rights embodied therein in winning entries) and that they and their 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, except as prohibited by law. Further, by entering, entrants grant to Scholastic, Tyson, and their designees the right to use his/her, his/her child’s and other members of his/her Family’s names, biographical information, likenesses, photograph, voice, entry, and any information contained

therein in any media now or hereafter known for advertising, promotion, and/or other purposes throughout the world without additional compensation or notification to, or permission of the participant, except as prohibited by law. Entrants represent and warrant that they have the authority to grant the rights set forth here on behalf of any other person included in the entry. For the avoidance of doubt, by submitting an entry, entrant grants permission for the entry to be re-posted by Sponsor on its website and its pages on social media sites and otherwise used in accordance with rights granted herein. If entrant is a minor in his/her state of legal residence, said grant of rights must be given by said minor's parent or legal guardian on his/her behalf in order for entrant to be eligible to participate in this Sweepstakes and/or receive the prize.

VI. SPECIAL SWEEPSTAKES LIMITATION: Any attempts by an individual to access the site via a bot script or other brute-force attack will result in that email address becoming ineligible. Sponsor, in its sole discretion, reserves the right to cancel or modify the Sweepstakes without notice or liability if the website becomes infected with a virus, or is technically corrupt, or if the Sweepstakes otherwise cannot operate as planned. Sponsor and its affiliates, subsidiaries, parent company, and agencies assume no responsibility for any loss or damage to entrants' or to any other person's computer relating to, or resulting from, entering or downloading any information or software in connection with the Sweepstakes. Sponsor, Tyson, and their agents are not responsible for technical, hardware, software, or telephone/Internet malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human or other errors that may occur in connection with the Sweepstakes. If any of the foregoing malfunctions, errors, fraud, unauthorized intervention, or defects render the Sweepstakes incapable of operating as planned or corrupt the integrity, or affect the administration, security, or fairness of the Sweepstakes, Sponsor, at its sole discretion, may suspend or cancel the Sweepstakes immediately. Under no circumstances will more prizes than those set forth in these full Official Rules be awarded. If a technical error or the like occurs that results in more potential winners than available prizes for a particular prize level, Sponsor may elect to hold a random drawing from all eligible claims received to award the number of prizes for the level of prize in dispute which have not yet been awarded. Any use of micro, automatic, programmed, robotic, or like entry methods will void all such entries by such methods, and entrants using such methods will be disqualified. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten, or harass other entrants. Any attempt by an entrant or any other individual to deliberately damage, interfere with, or undermine the legitimate operation of this Sweepstakes is a violation of criminal and/or civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant, Sponsor, or Tyson in connection with the Sweepstakes, shall be resolved individually, without resorting to any form of class action, and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (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. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in New York, New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and

waive any claim of *forum non conveniens* or lack of personal jurisdiction that they may have. Any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and 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.

VII. RELEASE OF LIABILITY: By entering, entrants and their families agree that Sponsor, Tyson, the Sponsor Affiliates, Facebook, Twitter, and their respective parents, subsidiaries, and affiliated companies and their officers, directors, agents, and employees (collectively, "Released Parties") will have no liability or responsibility for any injuries, losses, or damages of any kind, including but not limited to death, injuries, damages, or losses to persons and property that may be sustained in connection with this Sweepstakes, the receipt, ownership, or use of the prize or while preparing for, participating in, and/or traveling to any prize-related activity, or accepting, possessing, using, or misusing any prize, and they will be held harmless against any claims of liability arising directly or indirectly from the prizes awarded. Released Parties are not responsible if any prize cannot be awarded or enjoyed due to travel cancellations, delays, or interruption due to weather, natural disaster, acts of war or terrorism, or other causes beyond Sponsor's reasonable control.

VIII. WINNERS LIST: For a list of Winners' names, send a self-addressed, stamped envelope by March 25, 2017, to: OOPS Winners List, Scholastic Parent & Child, 557 Broadway, 5th Floor, New York, NY 10012.

IX. SPONSOR: Scholastic Inc., 557 Broadway, New York, NY 10012. For any questions or concerns regarding this promotion, please contact P&CConnects@scholastic.com.

This Sweepstakes is not authorized or sponsored by, or affiliated with, Facebook or Twitter, which are not involved in this Sweepstakes in any way.