

READ2ME TONIGHT CHALLENGE (“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 U.S. /D.C. AND WHERE OTHERWISE PROHIBITED.

I. ELIGIBILITY: The Sweepstakes is open to current legal residents of the 50 United States and Washington, D.C. 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 fourteen (14) or younger at the time of entry, whose parent/legal guardian is the entrant). Void in Puerto Rico, the U.S. territories and possessions and where prohibited or restricted by law.

Employees of Church & Dwight Co., Inc. (“Church & Dwight”), 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/read2mechallenge to share/upload a photo or video (the "Photo/Video") of your Family’s bedtime reading routine and complete all required fields on the entry form. Sweepstakes begins at 12:00:01 AM ET on February 11, 2016 and ends at 11:59:59 PM ET on March 31, 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 Church & Dwight’s privacy policies which can be found at <http://www.scholastic.com/privacy.htm> and <http://orajel.com/en/Privacy-Policy>, respectively.

Additional Photo/Video Requirements: Each entrant represents and warrants that its Photo/Video will comply with the following requirements: (i) the Photo/Video may not feature any person or child other than entrant and entrant's child unless, prior to submission, entrant has obtained all necessary written permissions and releases from such persons or the parent/legal guardian of such persons if a minor in his/her state of legal residence; (ii) other than the Sponsor, Church & Dwight, 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, Church & Dwight 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 about Sponsor, Church & Dwight 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 Church & Dwight wishes to be associated, as determined by Sponsor and Church & Dwight 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. Each entrant hereby agrees to indemnify and hold the Sponsor, Church & Dwight, and their respective parent companies, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

III. WINNER SELECTION/PRIZES: Five (5) Grand Prize Winners (the “Winners”) will be selected in a random drawing from all eligible entries received. The Winners will each receive the “100 Best Read-Aloud Books” as shown at scholastic.com/100BestReadAloud and an Orajel™ Paw Patrol™ Brushers Bundle of four Orajel Spinbrushes, six Orajel Fluoride Pastes and a \$50 Visa Gift Card. ARV: \$799 per prize package. Total ARV of all prizes offered: \$3995.

Gift card is subject to its terms and conditions. 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 Prize Winners will be notified via mail, email, and/or phone utilizing information the entrant provided with their 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 potential winner is under the age of majority in its state of legal residence, the release and acknowledgement must be executed on its behalf by its parent or legal guardian. 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 after verification of Winners.

V. USE OF ENTRY. By submitting an entry, each entrant agrees Scholastic and Church & Dwight 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, Church & Dwight 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 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 e-mail 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, Church & Dwight 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, 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 Church & Dwight in connection with the Sweepstakes, shall be resolved individually, without resort 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 Winners agree that Sponsor, Church & Dwight, 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 July 31 to: Read2Me Tonight Challenge Winners List, Scholastic Inc. 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.

READ2ME TONIGHT CHALLENGE ABBREVIATED RULES:

NO PURCHASE NECESSARY. Void where prohibited. Eligible: Parents/Legal Guardians, 18 + in US & DC, who are members of a Family ("Family," solely for eligibility purposes of this Sweepstakes, is defined as, at a minimum, the entrant and at least one child, 14 or younger at time of entry, whose parent and/or legal guardian is the entrant). Contest ends 3/31/16. Enter: Visit scholastic.com/read2mechallenge to share/upload a photo or video of your Family's bedtime reading routine and complete all required fields on the entry form. . Additional entry: click on social media share icon on the "Thank you for your submission" page and share your entry (include #sweepstakes). Five Grand Prize Winners will receive the "100 Best Read-Aloud Books" as shown at scholastic.com/100BestReadAloud and an Orajel™ Paw Patrol™ Brushers Bundle of four Orajel Spinbrushes, six Orajel Fluoride Pastes and a \$50 Visa Gift Card. ARV: \$799 per prize package/\$3995 total. Official Rules: scholastic.com/read2mechallenge/rules.