## SCHOLASTIC'S LET'S TALK THE BEATLES! SWEEPSTAKES ("SWEEPSTAKES") OFFICIAL RULES

I. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning. To enter the "Let's Talk The Beatles" Sweepstakes, a parent or legal guardian or teacher will have his or her child or students in grades 6-12 interview an adult and ask one of the following questions: (1) What do The Beatles mean to you? (2) Do you have a special Beatles' memory? or (3) What was your first reaction when you saw The Beatles? The parent or legal guardian or teacher will then submit a completed online sweepstakes entry form. accessible at scholastic.com/thebeatlessweepstakes, which must be fully completed in good faith between August 16, 2016, 12:01 a.m. Eastern Time ("ET") and 11:59 p.m. ET on September 20, 2016 (the "Entry Period"). Only a parent or legal guardian or teacher may submit an entry to this Sweepstakes. Limit: one (1) submission per household. Scholastic Inc. ("Scholastic" or "Sponsor") reserves the right, in its sole discretion, to disqualify any entry if it deems an entrant's response to the "Let's Talk The Beatles" Sweepstakes ("Sweepstakes") to be offensive, inappropriate, or not completed in good faith. The personal information collected will be used in accordance with Scholastic and Rock and Roll Forever Foundation Privacy Policies, which can be found at scholastic.com/privacy.htm, and teachrock.org/privacy, respectively.

II. ELIGIBILITY: The Sweepstakes is open to children in grades 6–12 in the 2016–2017 school year, who are enrolled in public schools, accredited private schools, or home schools in compliance with the laws of the students' primary state of residence and who are legal residents of the 50 United States or the District of Columbia. Parents, legal guardians, or the entrants' teachers, who are age 18 or older, and who are legal residents of the 50 United States or the District of Columbia ("Submitting Adult") must submit entries on behalf of their participating child or students. A submitting teacher represents and warrants that he or she can grant the rights and agrees to the restrictions set forth herein, including, but not limited to, the entry.

Void where prohibited or restricted by law. Employees of Scholastic and Rock and Roll Forever Foundation, 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 "Sweepstakes Entities"), 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 Sweepstakes Entities are not eligible to participate.

III. WINNER SELECTION/PRIZES: One (1) Grand Prize Winner (the "Grand Prize Winner") and nineteen (19) Runner-up Winners (collectively with the Grand Prize Winner, the "Winners") will be selected in a random drawing from all eligible entries received. The Grand Prize Winner will receive a family trip for four (4) to

New York City to attend a live webcast about The Beatles' early years and their role in popular culture and media featuring celebrity guests at the Scholastic headquarters. The three (3) day, two (2) night trip will include: round-trip coach airfare for the Grand Prize Winner and up to three (3) family members, which must include a parent or legal guardian, from the major airport nearest the Grand Prize Winner's residence to one of New York City's major airports: two (2) night standard hotel accommodations (single room/4-person occupancy/room and tax only); admission for four (4) to the Scholastic webcast; transportation to and from the hotel and webcast; tickets to a NYC cultural event or landmark; and a \$500.00 gift card to help cover meals, incidentals, and/or transportation, Approximate Retail Value (ARV) of Grand Prize: \$3,200.00. Gift card is subject to its terms and conditions. Each Runner-up Winner will receive a Beatles Prize Pack, which may include DVDs, CDs, T-shirts, hats, etc. (ARV: \$50.00 each). The teacher of the Grand Prize Winner listed on the winning entry will receive a \$200 gift card (ARV: \$200.00). Total ARV of all prizes: \$4,350.00. Odds of winning will depend on the number of eligible entries received. Prizes are nontransferable, 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.

The Grand Prize Winner, and his/her travel companions, must be available to travel between October 1, 2016, and October 31, 2016. If the Grand Prize Winner lives within a 100-mile radius of New York City, round-trip ground or train transportation selected by Sponsor may be substituted for round-trip airfare. Actual value of the Grand Prize may vary based on point of departure and dates of travel. The Grand Prize Winner is solely responsible for all trip expenses not specified herein as being awarded, including, without limitation, ground transportation to/from airport where travel originates and during New York City stay, flight changes, meals, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, etc., local and long-distance telephone calls, tips, gratuities, service charges or taxes, and all other charges and items not otherwise described above.

The Grand Prize Winner and his/her traveling 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 traveling companions are responsible for obtaining travel documents. A minor will not be allowed to participate in any portion of the Grand Prize without being accompanied by his/her parent or legal guardian. If Grand Prize Winner cancels the trip at any time, the Grand Prize Winner agrees to forfeit the Grand Prize immediately, and Scholastic may, in its sole discretion, award the Grand Prize to a runner-up. Certain travel restrictions, including blackout dates, may apply.

IV. PRIZE NOTIFICATION: Potential Winners will be notified on or about September 22, 2016, via mail, email, and/or phone utilizing information the entrant provided with their entry. For any and all prizing, the Winners (and with respect to the Grand Prize his or her travel companions, including minors), may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) (the "Affidavit") within seven (7) days, unless prohibited by law. If a potential Winner 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.

V. USE OF ENTRY. By submitting an entry, each entrant agrees the Sweepstakes Entities 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 and the Submitting Adult grant to the Sweepstakes Entities and their designees the right to use his/her, his/her child's, and other members of his/her travel companions' 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 and Submitting Adults 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 reposted by Sponsor on its website and its pages on social media sites and otherwise used in accordance with the rights granted herein.

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. Sweepstakes Entities 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 vet 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 and the Sweepstakes Entities 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, Submitting Adults, and Winners agree that Sponsor, Rock and Roll Forever Foundation, prize suppliers, and any other entity affiliated with the Sweepstakes or the related program, 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 December 20, 2016 to: Let's Talk Beatles Sweepstakes 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 mmontalvo-consultant@scholastic.com.