

INVEST IN THE FUTURE SWEEPSTAKES

OFFICIAL RULES

1. NO PURCHASE OF ANY PRODUCT OR SERVICE IS NECESSARY TO ENTER OR WIN.

A purchase will not improve your chances of winning. Entrants must submit a completed online sweepstakes entry form, which is accessible at scholastic.com/investinthefuture and must be fully completed in good faith between April 17, 2017, 12:01 a.m. Eastern Time (“ET”), and 11:59 p.m. ET on May 31, 2017 (the “Entry Period”). Limit: one (1) entry per person. Scholastic Inc. (“Scholastic” or “Sponsor”) and American Century Services, LLC (“American Century Services”) reserve the right to disqualify any entry if it deems an entrant’s responses to the “Invest in the Future” Sweepstakes (“Sweepstakes”) to be offensive, inappropriate, or not completed in good faith, in its sole discretion. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the holder of the email account provided in connection with the entry.

2. ELIGIBILITY. The Sweepstakes is open only to current Kansas residents who are currently over the age of 18, who submit a fully completed entry form, and are parents, grandparents, and/or legal guardians of children ages one day to nine years (as of the time of entry), except for employees of Scholastic, American Century Services, their affiliates, subsidiaries, and agencies (collectively, the “Promotion Parties”). Void where prohibited or restricted by law.

3. PRIZE. One (1) Grand Prize winner, one (1) First Prize winner, and two (2) Runner-up winners will be randomly selected. All winners will be chosen on or about June 5, 2017, before 11:59 p.m. ET, and notified by email on or about June 12, 2017. The Grand Prize winner will receive \$1,529 toward a new or existing 529 Learning Quest Education Savings Account. The First Prize winner will receive \$529 toward a new or existing 529 Learning Quest Education Savings Account. The Runner-up winners will each receive a set of five (5) books. All prizes are nontransferable and nonassignable. The winners will be responsible for all taxes (federal, state, local and/or income) and all expenses related to acceptance and use of prize. Winners should allow approximately six to eight weeks after notification and completion of affidavit for delivery of prizes. The 529 accounts will be awarded in the names of the winners as listed on the official entry form and are not transferable. The winners can, however, designate the beneficiary whose qualified higher education expenses can be paid with the funds in the account. In order to open the accounts, American Century Services will need further information to be provided by the Grand Prize and First Prize winners. Approximate cash value of Learning Quest account prizes: \$2058. Approximate cash value of Scholastic books is \$25 to \$75. The books will be educational-based hardcover and/or paperback books and will target appropriate grades. The titles of the books will be determined at the time of fulfillment.

4. USE OF ENTRY. By submitting an entry, each entrant agrees Scholastic and American Century Services 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, except as prohibited by law. Entrant's personally identifiable information submitted in connection with his or her entry shall be subject to the following Privacy and Security Policies: scholastic.com/privacy.htm and www.americancentury.com/en/legal/privacy.html.

American Century Services does not sell your information. Under this policy, however, it may from time to time use your personal information to contact you by phone, email or mail, and it may share personal information with other financial service companies in the American Century Investments corporate family and with others we retain to help us with our research efforts, mailings or other American Century Investments marketing or communications activities. Under this policy you may opt out from further communications.

5. GENERAL. By entering, entrant agrees to release and hold harmless Scholastic, American Century Services, their parents, 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 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 Sweepstakes or acceptance or use of the prize. The Grand Prize and First Prize potential winners will notified by email and/or phone and will be required to sign and return an Affidavit of Eligibility and Liability Release, and where not prohibited by law, a Publicity Release Form within ten (10) business days of notification attempt or an alternative winner may be selected, subject to all applicable laws. Failure to timely return executed forms within 14 days will cause prize to be forfeited. If the Grand Prize and/or First Prize winners do not open their accounts within 30 days, the prize may be forfeited.

If a potential Grand Prize or First Prize winner is ineligible to win as specified above, a second drawing for the prize will be held at Sponsor's discretion and time permitting and the Grand Prize or First Prize will be awarded to an alternate potential winner selected by random drawing from among all remaining eligible entries received during the Entry Period. In addition, if the prize is refused or the prize notification is returned or deemed undeliverable, an alternate potential winner will be randomly selected from among all remaining eligible entries received during the Entry Period.

By accepting the prize, the winner acknowledges that Released Parties have not made and are not responsible for any warranty, representation or guarantee, express or implied in fact or law, relative to the prize or any portion thereof. The winner further acknowledges by accepting the prize that the Released Parties will not be deemed to have given any investment advice or provided any investment research related to the granting of the prize. The winner agrees to complete other forms or documents reasonably requested by Sponsor, unless prohibited by law. By entering the Sweepstakes and/or accepting a prize, entrants grant to Scholastic, American Century Services, and each of their respective designees the right to publicize the winner's name, address (city and state/territory/province of residence),

photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

The Released Parties are not responsible 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 Sweepstakes, including, without limitation, errors, problems, or malfunctions that may occur in connection with the administration of the Sweepstakes, the announcement of the prizes, the processing or judging of entries, or any Sweepstakes-related materials. The 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 Sweepstakes and assume no responsibility for any injury or damage to participants' or to any other persons' computers (whether hardware or software), relating to or resulting from downloading materials or software in connection with this Sweepstakes.

If for any reason (including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Scholastic, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes) the Sweepstakes is not capable of being conducted as described in these rules, Scholastic shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes.

6. WINNERS' NAMES. The names of the winners will be available on or around June 30, 2017. Entrants can view a copy of the rules governing the Sweepstakes by going to the following website address: <https://www.learningquest.com/home/resources/contest-rules.html>. To obtain the names of the winners or a copy of the Official Rules via mail, send a stamped, self-addressed envelope to: Learning Quest Invest in the Future Sweepstakes, c/o American Century Investments/SDA, 4500 Main Street, Kansas City, MO 64111. Specify "winners list" or "rules" on your request.

SWEEPSTAKES SPONSOR:

Scholastic Inc., 557 Broadway, New York, NY 10012

For any questions or concerns regarding this Sweepstakes, please contact fteng-consultant@scholastic.com.