

THE 39 CLUES GRAND PRIZE CONTEST

FOR MALAYSIAN, SINGAPOREAN AND INDIAN RESIDENTS

NO BOOK OR OTHER PURCHASE NECESSARY. MANY WILL ENTER, BUT ONLY ONE WILL WIN. RULE #4 BELOW DESCRIBES HOW YOU CAN PARTICIPATE WITHOUT MAKING A PURCHASE.

1. Who Can Enter the Contest. THIS CONTEST IS ONLY OPEN TO PARTICIPANTS WHO AS OF DECEMBER 31, 2008, WILL BE NO YOUNGER THAN 6 YEARS AND NO OLDER THAN 14 YEARS OLD AND WHO ARE LEGAL RESIDENTS OF MALAYSIA, SINGAPORE OR INDIA. Directors, officers, and employees Scholastic Malaysia, Scholastic Singapore, Scholastic India Pvt. Ltd. (collectively, the "Sponsor"), their parent company, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families and persons living with each of the foregoing are not eligible to enter or win any prizes. All applicable federal, central, state, provincial, and local laws and regulations apply. By entering, you agree to be bound by these Official Rules. The Rules shall be void to the extent restricted or prohibited by law. Except as stated above, no entries from any other individuals or persons shall be entertained.

2. General Registration. Before you can enter the contest, you must register at the site www.the39clues.com. To register, go to www.the39clues.com, click on "Create an Account" and create a username and password. All contestants are required to provide the Sponsor with their parent's or legal guardian's e-mail addresses at the time of entry or at any point during the contest should Sponsor deem necessary. When you have concluded the registration, an e-mail will be sent to your parent/legal guardian notifying him/her that you have opted to participate in The 39 Clues and are enrolling in The 39 Clues contests. By entering, you hereby authorise the Sponsor to e-mail your parent or legal guardian in relation to your participation in the Contest. From there, you will discover which branch of the Cahill family you belong to. Only one entry per entrant shall be eligible.

3. How To Participate in the Contest. To participate in the Contest, you have to explore the Cahill world, track down the 39 Clues and assemble them to reveal their final secret, participate in Missions, and collect points during Episode 10. Limit one entry per person. There are three main paths to finding the 39 Clues, assembling them to reveal their final secret, and collecting points:

(a) Books: There will be 10 Books in The 39 Clues™ series, starting with the *The Maze of Bones*. The Books will reveal important information about the Cahills, including the locations of Clues. Each Book has one hidden Clue.

(b) Missions: Go to www.the39clues.com to travel the world in search of Clues and complete Missions.

(c) Cards: Six (6) Cards come with each book and additional Cards can be obtained by purchasing separate Card Packs. Cards provide vital hints you will need to track the Clues. Go to www.the39clues.com and follow the instructions on how to add Cards to your collection.

The website www.the39clues.com and the Clue Finder Guide included in each Card Pack will have information you will need to help you participate in the game, find Clues, and collect points.

4. You Do Not Have to Buy Anything to Enter or Participate in the Contest. You can participate in the Contest without buying anything, by taking the following steps.

(a) Books: You can read each of the Books by borrowing them from your local library.

(b) Game Cards in Books: To get digital versions of the game Cards included in any Book in the series, send a self-addressed postage-stamped envelope with sufficient postage to: The 39 Clues Mail-In Entry, Book #___ (indicate the Book number you are requesting the Cards for) Title _____ (indicate the title of the Book you are requesting the Cards for), 557 Broadway, New York, NY 10012. For each entry, please make sure to include your username and the e-mail address you used during registration (your e-mail if you are 13 or older; your parent's/legal guardian's e-mail if you're under 13). You will receive back the unique ID associated with the book Cards and, when you enter the unique ID online, the 6 Book Cards will be added to your online collection. Since each Book contains the same set of game Cards, there is a limit of one mail-in request for digitized Cards for each book. Digital versions of the game Cards included in any book will be available only after the Book is available in stores.

(c) Game Cards in Card Packs: To get digital versions of the game Cards included in a Card Pack, send a self-addressed postage-stamped envelope with sufficient postage to: The 39 Clues Card Pack Mail-In Entry for Books 7, 8, and 9 Scholastic Inc., 557 Broadway, New York, NY 10012. For each entry, please make sure to include your username and the e-mail address you used during registration (your e-mail if you are 13 or older; your parent's/legal guardian's e-mail if you're under 13). You will receive back 16 unique IDs associated with a particular Card Pack, and when you enter the unique IDs online, the 16 Cards will be added to your online collection. There will be 4 “waves” of Cards that will be distributed throughout the Contest Period. The Cards included in any pack will vary, with some Cards being very common and others being rare. There is no limit to the number of mail-in requests for digitized Cards in Card Packs, but there is a limit of one request per outer mailing envelope. Digital versions of the game Cards included in Card Packs will be available only after the Card Pack is available in stores.

5. Contest Period. The Contest starts on September 9, 2008 at 6:00 AM Eastern Time and ends on December 31, 2010 at 11:59 PM Eastern Time.

6. Determination of Finalists. . At the end of the Contest Period, in Malaysia, Singapore and India, the 39 participants who have earned the most points during Episode #10 and

who have found each of the 39 Clues and assembled them to reveal their final secret will be the potential finalists in their applicable country. In the event fewer than 39 participants have found each of the 39 Clues and assembled them to reveal their final secret at such time, such lesser number shall be considered finalists in their respective countries. In the event of a tie such that more than 39 participants have earned the most points, found each of the 39 Clues, and assembled them to reveal their final secret, Sponsor shall, in its sole discretion, determine a tie-breaking skill-based mechanism to determine the 39 finalists from among those who are tied. If any potential finalist cannot be reached, is not appropriately qualified, or has otherwise failed to comply with these rules, an alternate potential finalist will be chosen who has the next highest amount of points and who has found each of the 39 Clues and assembled them to reveal their final secret. If the 39 finalists jointly from Malaysia, Singapore and India are not available for any reason, the Sponsor may determine the winner from such lesser number of finalists as it may determine, in its sole discretion.

7. Determination of Winner. The Contest Grand Prize winner will be determined from among the 39 finalists from Malaysia, Singapore and India in a skill-based elimination tournament from approximately February 15, 2011 through approximately March 9, 2011. The skill-based tournament will involve questions from each of the 10 books and other aspects of the Cahill world. The elimination rounds will require the finalists to answer questions within a clearly defined time limit, as determined by Sponsor in its sole discretion. Any finalist who gets a question wrong will automatically be eliminated. The single remaining finalist from either Malaysia, Singapore or India will be the Grand Prize winner.

8. Prizes.

(a) Grand Prize Winner. The Grand Prize winner from either Malaysia, Singapore or India will receive \$5,000 US.

ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Each finalist's parent or legal guardian must sign an affidavit or certificate of eligibility and liability/publicity release before they will be permitted to participate in the finalist round. Prizes are not transferable. If any prospective winner cannot be reached for any reason, or fails to respond, or fails to return the appropriate documentation within four (4) days of notification, prize will be forfeited and awarded to an alternate winner if there is sufficient time to do so. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize in its sole discretion. Limit one finalist prize and one Grand Prize per person. All prizes will be awarded to the winner's parent or legal guardian, and the parent or legal guardian will be required to execute all required documents hereunder on behalf of the winner. Cash prizes will be awarded in the form of a check. Value of prize awarded will be based on each winner's country of residency.

9. Decisions of Sponsor. The decision of the Sponsor is final with respect to all matters involving this contest. Potential winners and/or their parent/legal guardian will be notified by e-mail (or any other appropriate method) promptly after the determination.

10. Sponsor's Limitation of Responsibility. Except in the event of willful or grossly negligent conduct, or death or personal injury caused by their negligence, and to the extent permitted by law, neither Sponsor nor any of its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, and agencies will be responsible for: (a) any late, lost, illegible, or postage-due mail-in requests; (b) any late, lost, misrouted, garbled, or distorted or damaged transmissions or entries; (c) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (d) any contest disruptions, injuries, losses, or damages caused by events beyond the reasonable control of Sponsor; or (e) any printing or typographical errors in any materials associated with any contest, for reasons beyond Sponsor's reasonable control.

11. General Release. By entering this contest, you hereby give up and waive any right you might otherwise have, other than a right to claim liability in respect of death or personal injury caused by negligence, to make any claim whatsoever in respect of any aspect of this contest or any prize or any participation in the Media Events as described in Rule 13, against Sponsor, and its parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the "Released Parties"). You also waive any and all rights you might otherwise have to make claims ("Claims") against the Released Parties other than Claims in respect of death or personal injury caused by negligence, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this contest or delivery, misdelivery, acceptance, possession, use of, or inability to use any prize or participation as winner in Media Events as described in Rule 13. Without limiting the meaning of "Claims" as defined above, Claims include, but are not limited to, any claims, costs, injuries, losses, and damages related to personal injuries, death (other than death or personal injury caused by negligence), damage to or destruction of property, copyright, trademark or patent rights, rights of publicity or privacy, defamation or portrayal in a false light, whether under a theory of contract, tort (including negligence), warranty or other theory, to the extent permitted by law.

12. Winners List; Rules Request. For the name and county or city and state, as applicable, of the winners, send a self-addressed, postage-stamped business-size envelope with sufficient postage after March 9, 2011 and before April 29, 2011 to Sponsor at the following address: The 39 Clues Episode #___ Winners List, Level 7, Plaza First Nationwide, 161 Jalan Tun H.S.Lee, 50000 Kuala Lumpur, Malaysia for Malaysian Residents; The 39 Clues Episode #___ Winners List, #06-06/07, CISCO Centre II, 20 Jalan Afifi, Singapore 409179 for Singaporean Residents; and The 39 Clues Episode #___ Winners List, 3rd Floor, Golf View Corporate Tower C A, DLF Phase V, Gurgaon C 122002 India for Indian Residents. To obtain a copy of these rules, send a self-addressed, postage-stamped business-size envelope with sufficient postage to Sponsor at the following address: The 39 Clues Rules Request, Level 7, Plaza First Nationwide, 161

Jalan Tun H.S.Lee, 50000 Kuala Lumpur, Malaysia for Malaysian Residents; The 39 Clues Rules Request, #06-06/07, CISCO Centre II, 20 Jalan Afifi, Singapore 409179 for Singaporean Residents; and The 39 Clues Rules Request, 3rd Floor, Golf View Corporate Tower C A, DLF Phase V, Gurgaon C 122002, India for Indian Residents. The winners' details and rules will also be available on www.scholastic.com.my (for Malaysian Residents), www.scholastic.com.sg (for Singaporean Residents) and www.scholasticindia.com (for Indian Residents) during the relevant timeframes

13. Use of Winners' Names and Photographs. Entry constitutes permission to use winners' and/or finalists' names, likenesses, and biographical information for publicity purposes regarding this contest and The 39 Clues Series without further notice or compensation (except where prohibited by law). The winners and/or finalists may also be asked to attend and participate in media and/or public relations events (the "Media Events") designated by Sponsor and/or requested by various media outlets. Upon Sponsor's request, and subject to availability, winners and/or finalists agree to participate in such Media Events without any further compensation, although Sponsor will cover all of such winners' and/or finalists' reasonable and relevant expenses. Sponsor shall have the right, in its sole discretion, to choose the winners and/or finalists it wishes to participate in such Media Events.

14. Miscellaneous. This contest and the Official Rules will be governed, construed, and interpreted under the laws of the State of New York in the United States. Entrants agree to be bound by these Official Rules. Sponsor reserves the right in the event of unforeseen circumstances beyond its reasonable control to change these Official Rules at any time (in which event Sponsor will give participants as much notice of such change as practicable), and to suspend or cancel this contest or your participation in this contest should viruses, bugs, unauthorized human intervention, or other causes beyond Sponsor's reasonable control affect the administration, security, or proper play of this contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running this contest as planned. If you violate the Official Rules, tamper with the operation of this contest, or engage in any conduct that is detrimental or unfair to Sponsor, this contest, or any other entrant (in each case as determined in Sponsor's sole discretion) you are subject to disqualification from entry into this contest. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter this contest. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated devices will cause disqualification. If at any time any provision of the Official Rules is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, the legality, validity, or enforceability in that jurisdiction of any other provision of such Official Rules shall remain unaffected.

15. Sponsor. The sponsors of the Contest are Scholastic Malaysia which operates under Grolier (Malaysia) Sdn Bhd of Level 7, Plaza First Nationwide, 161 Jalan Tun H.S.Lee, 50000 Kuala Lumpur, Malaysia, Scholastic Singapore which operates under Grolier International (Singapore) Inc of #06-06/07, CISCO Centre II, 20 Jalan Afifi, Singapore 409179 and Scholastic India Pvt. Ltd. of 3rd Floor, Golf View Corporate Tower C A, DLF Phase V, Gurgaon C 122002, India.

16. Collection of Information. Entry into this contest may require you to enter your e-mail address and certain other personal information. You are informed that the personal data collected in connection with this contest will be collected by the Sponsor's servers and computer systems, which are based in the USA, and such collection will therefore be subject to applicable US laws. Your personal information may be disclosed to the Sponsor's agents for the purpose of conducting the contest. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, and to oppose the collection of such personal data under certain circumstances. The controller is Scholastic Inc. and the data recipient is Scholastic Inc. To exercise such right, you may write to Attn: Stacy Lellos, Scholastic Inc., 557 Broadway, New York, NY 10012. You may also withdraw your personal data upon request; however, you will be disqualified as an entrant in this contest if you withdraw your personal data prior to the determination of winners and fulfillment of the prizes.