The Campbell's Tomato Soup \$100,000 American Dreams Contest

OFFICIAL RULES CONTEST OPEN TO LEGAL RESIDENTS OF THE U.S. US LAWS GOVERN THIS CONTEST VOID IN PUERTO RICO AND WHERE PROHIBITED PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

1. WHO IS ELIGIBLE: This contest is open only to teens 13 to 18 years of age in grades 9-12 as of November 30, 2004, who are legal residents of the United States and APO/FPO addresses except employees and the immediate family members of employees of Campbell Soup Company ("Sponsor"), Scholastic Inc. ("Promoter"), NBC Universal, Inc. ("NBC"), and their respective affiliates, subsidiaries, agencies. Contest void in Puerto Rico & where prohibited or restricted by law. Any information collected from entrants shall be used only in a manner consistent with Sponsor's On-Line Privacy Policy, which can be found at campbellsoup.com and will be used solely for the purpose of notifying winners and awarding prizes.

2. HOW TO ENTER: The Campbell's Tomato Soup \$100,000 American Dreams Contest begins at 12:01AM ET 8/15/04 & ends at 11:59:59PM ET 11/30/04 (the "Promotion Period"). Enter in one of the following ways: 1) Online: Visit campbellsdreams.com ("Website"), click on the Get Started button, complete the Official Entry Form (including a 2 digit can code found on the bottom of any can of Campbell's® Tomato soup as depicted on the Website), compose an essay answering the question "How does your American Dream compare to that of your parents?" and submit the entry online during the Promotion Period. OR 2) Mail-in: On an Official Entry Form available from your teacher or printed from www.scholastic.com/americandream or the Website or on an 8-1/2" x 11" piece of paper hand print your complete name, date of birth, home address, home phone number, email address, grade, your school name, your teacher's name and a 2 digit can code from the bottom of any Campbell's Tomato soup can. On a separate 8 "x 11" piece of paper (write on one side only) compose a neatly handwritten, typed, or word-processed essay answering the question "How does your American Dream compare to that of your parents?" Residents of the following states are not required to provide a can code: Connecticut, Florida, Maryland, North Dakota, Tennessee and Vermont. Purchase of Campbell's Tomato soup will not increase your chances of winning. Mail your Entry using sufficient postage to: Entries, \$100,000 American Dreams Contest, P.O. Box 9214, Medford, NY 11763-9214. All mail-in entries must be

postmarked by 11/30/04 and received by12/7/04. Entry, which consists of Entry Form (including can code, unless you live in a state listed above) and essay, becomes property of Sponsor and will not be returned. All eligible essays must be 250-500 words and written in English.

Essays must (i) be entrant's own original work solely composed by entrant, (ii) not have been previously published or have won any other award and the right to submit it may not be restricted, and (iii) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe on any person's personal or proprietary rights. For any work that includes elements not owned by entrant (such as quotes, copyrighted materials), entrant must be able to provide legal releases for such use including Sponsor's use of such entry, in a form satisfactory to judges. Essays may not include profanity or other inappropriate content, as determined by the judges in their sole discretion, and may not depict the Sponsor's image unfavorably. Modifying, enhancing or altering a third party's pre-existing work does not qualify as entrant's own original work. No mechanically reproduced, illegible, incoherent, unusable or incomplete entries will be accepted. Each word contained in the essay will be counted as one word. For example, the sentence "I watched as the dog chased a cat." contains 8 words. Entries not complying with all rules are subject to disqualification. Limit one entry per person. Multiple entries received from any person or email address will void all such additional entries and only the first entry received will be considered. In the event there is more than one eligible teen per email address, online entries submitted using a parent/guardian's email address may be use more than once. Sponsor not responsible for human error, lost, late, incorrect or inaccurate entry information, misdirected, postage due, mutilated, misdirected, illegible mail or entries. By entering, each entrant forfeits to Sponsor all rights to content of his/her entry (including but not limited to the essay) and the concepts embodied therein. Entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claims, which it now has or may in the future have to the entries or any element(s) thereof including without limitation, the copyright therein. Sponsor shall have the right to use, assign, alter or dispose of such entries, however it sees fit, without entrant's approval. By entering, entrants agree that they have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against Sponsor, Promoter, or NBC, or any of their affiliated companies, subsidiaries, agents, employees, or shareholders in connection with this contest.

3. JUDGING: Winners will be selected according to the following criteria: Creativity – 25%; Strength of Argument – 25%; Organization – 25%; and Correct Use of Language – 25%. One hundred (100) Semi-finalists will be selected from among all eligible entries

received by a panel of qualified judges including representatives from Sponsor, Promoter, and NBC under the supervision of Promoter, an independent judging organization on or about 12/27/04. Ten (10) Finalists will be chosen from the Semi-finalists and one (1) Grand Prize winner will be chosen from the Finalists on or about 1/13/05. In the event of a tie, tied entries will be re-judged by an additional judge serving as a tiebreaker. Winners will be notified by mail on or about 12/30/04 (Semi-finalists), 1/17/05 (Finalist and Grand Prize). Decisions of judges are final and binding on all matters relating to this contest.

4. CONDITIONS OF ONLINE ENTRY: If you are entering online, you must be the registered subscriber of the email account from which the entry is submitted or verified by the subscriber as an authorized user of that account. Neither Sponsor, Promoter, NBC and their respective agencies, nor any telephone network or service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any website or online service, or any other error or malfunction, or late, lost or misdirected entries.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with or alteration of any portion of the contest, or if any technical difficulties compromise the integrity of the contest, Sponsor reserves the right to terminate the contest or void any or all electronic entries. It is the sole responsibility of the entrant to notify Promoter in writing at American Dreams Contest Administrator, Space #524, 557 Broadway, NY, NY 10012 if the entrant's email address changes after entering the contest. In case of dispute as to the identity of a winner who entered online, such entry will be declared submitted by the registered user of the email account, and if a prize is won, and such registered user is a valid entrant, the prize will be awarded to such registered user. Any attempt by an individual to deliberately damage the content or operation of this contest is a violation of criminal and civil laws and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

5. PRIZES: (1) Grand Prize—The Grand Prize winner will receive a prize package consisting of a \$100,000 scholarship to be awarded as a one time payment in the form of a check; a "walk-on" role for the winner and guest in one episode of NBC's television show "American Dreams" (the "Series") during the 2004/2005 season (a trip to Los

Angeles, CA including first class round trip travel from airport nearest winner's residence to Los Angeles for winner, winner's parent /legal guardian and guest, 3 day/2 night double occupancy hotel accomodations, limousine transportation, and \$1,000 spending money). Winner and guest will receive the "Star Treatment" with dance lessons, hair/wardrobe, a backlot tour, three (3) tickets to Universal Studios, clothing with the Series show logo, a signed script, and a photograph of the winner and his/her guest with the Series cast. Grand Prize winner will have his/her entry published in one of the Scholastic Classroom Magazines and will receive one (1) of each of the following: a digital camera; wristwatch, varsity jacket, hat, and t-shirt with Campbell's® Tomato soup logos; Series Season 1 DVD; signed Series cast poster; a one year supply of Campbell's Labels for Education bonus labels to be awarded in name of the school on Grand Prize winner's entry and a *Scholastic Encyclopedia Americana*, 2004 version to be awarded to the teacher named on Grand Prize winner's entry and one (1) Season 1 Series DVD for the teacher's classroom. Approximate total retail value (ARV): \$129,300.

(9) Finalists— Each Finalist will receive a prize package consisting of a \$2,500 scholarship to be awarded as a one time payment in the form of a check; and one (1) of each of the following: a digital camera; wristwatch, varsity jacket, hat, and t-shirt with Campbell's® Tomato soup logos; Series Season 1 DVD; signed Series cast poster; a one year supply of Campbell's® Tomato soup; and goodie bag. Prize package also includes 100,000 Campbell's Labels for Education bonus labels to be awarded in name of the school on Finalist's entry and a *Scholastic Encyclopedia Americana*, 2004 version to be awarded to the teacher named on Finalist's entry and one (1) Season 1 Series DVD for the teacher's classroom. ARV: \$5,700 each.

(90) Semi Finalists— Each Semi-Finalist will receive a prize package consisting of one (1) of each of the following: a digital camera; wristwatch, hat, and t-shirt with Campbell's® Tomato soup logos; Series Season 1 DVD; signed Series cast poster; one case of Campbell's® Tomato soup; and goodie bag. ARV: \$380 each.

Limit one prize per person. Prizes are not transferable and no substitutions allowed, except by Sponsor due to unavailability, in which case a prize of equal or greater value will be awarded. All prizes will be awarded as long as there are a sufficient number of eligible entries. A "Scholarship" prize is a one time payment to the winner with the intent that the prize money received is used to help defray the expenses of a recognized educational program of the winner's choice. All details of the walk-on role on the NBC series "American Dreams"(the "Series" portion of the Grand Prize) will be determined by

Series' Producers, in Series' Producers' sole discretion, subject to availability and production exigencies. Winner must be available during the Series' production schedule and on the dates selected by Series' Producers. Winner will be required to sign NBC's standard walk-on Role Release. If the Series is not in production, if the Series is cancelled prior to Grand Prize Winner's appearance, or in the event that any prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Sponsor's prize obligation to Winner and no additional compensation will be awarded. If (i) Series is not in production or is cancelled prior to winner's appearance, (ii) winner cannot travel or make television appearance on dates specified by Sponsor, or (iii) winner is unable for any reason to obtain a work permit in the state of California, winner forfeits that portion of the prize and Sponsor has no further liability to winner and remaining elements of the prize shall constitute full satisfaction of Sponsor's obligation to winner. The nature of the walk-on role in which the Winners will appear will be made by the Series' producers in their sole and exclusive discretion. Series producers are not obligated to have the Winner appear on the Series or to broadcast or otherwise use or exploit the Series or any part thereof and any decision to do so is in NBC's sole and exclusive discretion. Walk-on appearance and travel must occur on dates specified by Sponsor according to Series' production schedule and is subject to change. Blackout dates and certain travel restrictions may apply. If a prize is won by a minor in his/her state of legal residence, prize will be awarded in the name of winner's parent/legal guardian. If the Grand Prize Winner and/or winner's guest is a minor, he /she/they must obtain a California work permit prior to entering the set of the Series.

6. GENERAL RULES: All taxes, if any, are the sole responsibility of winners. All federal, state, and local laws apply. By entering contest, entrants grant permission to the Sponsor to use entry as Sponsor sees fit, including without limitation for advertising, without further notice or compensation, except where prohibited by law. Sponsor reserves the right to modify, adapt, transfer the rights to and/or reproduce any entry or portion of any entry in its sole discretion. Winners or the parent/legal guardian of minor winners may be required to sign and return an Affidavit of Eligibility/and Liability/Publicity Release within 14 days of attempted notification. Failure to timely return Affidavit will result in disqualification and an alternate winner will be selected. Grand Prize Winner or parent/guardian may be required to execute additional documents in connection with Grand Prize. Failure to timely return such documents may result in disqualification and an alternate winners may result in disqualification and an alternate winners may result in disqualification and an alternate winners agree to hold Sponsor, Promoter and NBC, their respective directors, officers, employees and assigns, harmless against any and all claims, liability, injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any

prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all instances. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prizes.

7. **WINNERS:** For a list of the names of winners, available after February 18, 2005, send a separate, self-addressed, stamped, (#10) envelope by 9/1/05 to: Contest Winners, American Dreams Contest Administrator, Space # 524, 557 Broadway, NY, NY 10012.

8. **SPONSOR:** Campbell Soup Company, Camden, New Jersey 18103-1701 **PROMOTER:** Scholastic Inc., 557 Broadway, New York, NY 10012.