AE UNDERWEAR CAPTION GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND A TWITTER ACCOUNT ARE NECESSARY TO PARTICIPATE.

The Sweepstakes is subject to and governed by these Official Rules (the "Official Rules"). By entering or otherwise participating in the Sweepstakes, you agree to be bound by these Official Rules. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter.

The AE UNDERWEAR CAPTION GIVEAWAY (the **"**Sweepstakes") starts at 10:30 a.m. Eastern Time ("ET") on 9/1/2022 and ends at 10:29 a.m. ET on 9/3/22 (the "Entry Period"). Entries must be received by the end of the Entry Period. For information regarding submission of an entry, method of entry, and other details, see below. The sponsor of the Sweepstakes is AEO Management Co. (may be referred to as "American Eagle Outfitters", "AEO", or "Sponsor"), 77 Hot Metal Street, Pittsburgh, PA 15203.

ELIGIBILITY: Sweepstakes is open only to legal residents of the fifty (50) United States of America and the District of Columbia and Canada (except Province of Quebec) (collectively, the "Eligibility Area"), who as of the date of their participation in the Sweepstakes are eighteen (18) years of age or older. Employees of Sponsor, and its affiliates, suppliers, distributors, dealers and advertising and promotional agencies and the immediate family (defined as spouse, child, parent, grandparent and sibling) and household members of such employees whether related or not are not eligible to receive the Prize (defined below). Void in U.S. territories and possessions the Province of Quebec, overseas military installations and where prohibited or restricted by law. Prize won by an individual at least eighteen (18) years of age, but considered a minor ("Minor") in his/her legal jurisdiction of residency will be awarded in the name of the Minor Winner's parent or legal guardian, who will be responsible for fulfilling all requirements imposed on Winner set forth herein. All federal, state, provincial, and local laws and regulations apply. Sponsor reserves the right to disqualify any Entrant (as defined below) if it has reasonable grounds to believe the Entrant has breached any of the Official Rules. A Minor must get his or her parent's or legal guardian's permission before entering the Sweepstakes. The Sweepstakes is void outside the Eligibility Area and wherever prohibited or restricted by law.

PRIVACY INFORMATION: You agree and acknowledge that the information you provide may be collected, stored, used, and shared in accordance with Sponsor's Privacy Notice (www.ae.com/privacy) and California Disclosures (www.ae.com), and these Official Rules. For more details, please see the privacy policies at www.ae.com. Entrants' information and entries may be subject to Twitter's terms and conditions, and privacy policies. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. False and/or deceptive Entries or acts shall render Entrants ineligible.

HOW TO ENTER THE SWEEPSTAKES: To participate in the Sweepstakes, you must have internet access, a Twitter account (which is set to public), and you must follow Sponsor (@americaneagle) on Twitter If you do not have an account go to www.Twitter.com and create an account according to the instructions on the website. Creating a Twitter account if free.

During or prior to the Entry Period:

1. Confirm you have a Twitter account (which is set to public), are following Sponsor (@AEO),
2. Visit Sponsor's Twitter page (@AEO) and find Sponsor's Twitter post for the Sweepstakes ("Post"); and
3. Reply with your best caption for the underwear, and #AESweeps.

LIMIT: one (1) Entry per person in the Sweepstakes, throughout the Entry Period.

The Sponsor's clock will be the official timekeeper for the Sweepstakes.

ENTRY REQUIREMENTS/CLEARANCES (ANY FAILURE TO MEET THE BELOW REQUIREMENTS MAY RESULT IN DISQUALIFICATION AT SPONSOR'S SOLE DISCRETION):

a. Content and Originality: The Entry must not contain copyrighted material other than your own original content. Entries containing copyrighted materials other than your own original content will be disqualified.

b. No Names and Likeness Used Without Permission: The Entry must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights or constitute or suggest copyright infringement.

c. No Illegal, Offensive or Inappropriate Content: The Entry must not contain any content that is sexually explicit, sexually suggestive, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Sponsor, as determined by Sponsor in its sole and exclusive discretion. Content must not disparage Sponsor and must be in keeping with Sponsor's reputation and image, at Sponsor's sole discretion.

d. Entries using macro, robotic, script, or other forms of automatic entry may be disqualified.

e. Entry in this Sweepstakes in no way authorizes Entrants to use Sponsor's Intellectual Property ("AEO IP"). AEO IP includes without limitation patents, copyrights, trade secrets, designs, trademarks (including service marks), trade dress and other similar intellectual property which may exist anywhere in the world, whether registered or unregistered, and all applications and registrations with respect to any of the foregoing. Entrants are prohibited from using any AEO IP in urls, on websites, or for any other use. All rights reserved.

PRIZE AND ITS APPROXIMATE RETAIL VALUE ("ARV"): One (1) prize (each a "Prize", collectively "Prizes")) will be awarded to one (1) winner in the Sweepstakes, one (1) Prize for each winner. Prizes consists of the pair of Halloween men's underwear. ARV of each Prize in the Sweepstakes is $30.00.

If the Winner (defined below) is a Minor, his/her Prize may be awarded to his/her parent or legal guardian ("Parent"). It will be up to the Prize Winner to share the Prize with the friend tagged in the comments.

Sponsor reserves the right to substitute a Prize or any portion thereof of comparable or greater value at any time in its sole discretion. No Prize may be sold, bartered, endorsed, transferred, exchanged or modified in any way by the Winner. If awarded, the Prize will be awarded without any warranty of any kind. No more than the stated number of Prizes herein will be awarded, and if, due to human error, computer error, seeding or other errors, there are more Prize claims received than the Prize offered, only the one Prize listed shall be awarded via a random drawing from among all eligible, non-suspect Prize claims submitted.

GRANT OF RIGHTS: Entries become the property of the Sponsor. By submitting your Entry, you grant Sponsor the right to use, publish, and display your submitted Entry, name and Twitter username in any media. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of Participant, the Prize will be awarded to the authorized Twitter account holder associated with the winning Entry. The "authorized account holder" is defined as the natural person to whom the Twitter account is assigned. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible.

In the event of a potential Canadian winner, the potential Canadian winner will be required to answer a timed mathematical question.

RANDOM DRAWING AND NOTIFICATION: One (1) potential winners ("Potential Winner") will be selected from the collective Entries received during the Entry Period, via a random drawing conducted by Sponsor. The Potential Winner need not be present to win, and will be contacted by Sponsor via Twitter or email no later

than 9/6/2022 at 10:00AM EST, instructing the Potential Winner to email knotth@ae.com for next steps needed to verify the eligibility of the Potential Winner and send him/her a Prize after she/he is confirmed eligible. If the Potential Winner does not respond within four (4) days, an alternate Potential Winner may be drawn and notified via a Twitter comment left on Sponsor's Post, but Sponsor shall have no obligation to choose an alternate Potential Winner. Once the Potential Winner's eligibility is verified, he/she will be confirmed as a winner ("Winner").

ODDS OF WINNING: The odds of winning depend on the total number of Entries.

GENERAL RULES: The Potential Winner (or parent/legal guardian if Potential Winner is a Minor) may be required to provide proof of age and contact information via a scanned copy of their government issued ID within two (2) business days or the Prize may be forfeited and alternate Potential Winner may be selected. Each Potential Winner may also be required to sign, notarize, and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited by law) and provide any additional information that may be required, or Prize may be forfeited. Once the Potential Winner's eligibility is verified, he/she will be confirmed as a Winner.

Once confirmed, Winner will be sent his/her Prize at mailing address provided. If a Winner is a Minor, Sponsor reserves the right to award the Prize in the name of such Winner's parent or legal guardian. Applicable taxes or surcharges related to the Prize are the sole and exclusive responsibility of Winner. Return of any Prize or Prize notification as undeliverable will result in disqualification and an alternate Winner may be selected. Sponsor shall have no liability for any Winner notification that is lost, intercepted or not received by a Potential Winner for any reason. Winning is contingent on fulfilling all requirements set forth in these Official Rules. Acceptance of Prize constitutes permission to use Winner's names, likenesses, photographs, voices, opinions and/or hometown and states/provinces for promotional purposes in any media, worldwide, without further payment or consideration except where prohibited by law. Sponsor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and its vendors assume no responsibility or liability for damages, losses or injury resulting from acceptance or use/misuse of Prize. Any fees, duties, or tariffs required to accept delivery of any Prize is the sole responsibility of Winner. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision.

The Winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the Twitter account associated with the winning Entry. If Winner is unable to provide Sponsor with proof that he/she is the authorized account holder of the Twitter account associated with the winning Entry, Sponsor reserves the right in its sole discretion, to disqualify such Winner and deem the affected Entry ineligible. If the Sweepstakes is not capable of running as planned for any reason, including but not limited to due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or internet failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes and award the Prize from among all eligible Entries received prior to cancellation or termination. Sponsor and its agencies are not responsible for incomplete, misdirected, damaged, or lost Entries, or for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability to participate or by any human error which may occur in the processing of the Entries in this Sweepstakes. Sponsor and its agencies are not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes or in the announcement of the Prize. Sponsor and its agencies are not responsible for damages to user's system occasioned by participating in the Sweepstakes or downloading any information to participate in the Sweepstakes. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW**.

Void in Quebec and wherever prohibited or otherwise restricted by law. All Federal, state and local taxes are the sole responsibility of the Prize recipient. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these Official Rules or marketing to its members.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. Proof of attempting to participate in the Sweepstakes is not considered proof of completion of such. False and/or deceptive Entries or acts shall render Entrants ineligible. Sponsor may change, cancel, or modify the Sweepstakes or these Official Rules at any time without prior notice.

The Sponsor, its subsidiaries, parents and affiliates, and all of their officers, directors, shareholders, employees and agents and Twitter (collectively, "Releasees") are not responsible for: human error; technical malfunctions; failures, omissions, interruptions, deletions or defects of any computer equipment, servers, providers, or software, theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; store visits, website visits or Prize claims that are late or incorrect or incomplete; any requests which are late, lost, stolen, misdirected, mutilated or postage due; or any combination thereof.

The laws of the Commonwealth of Pennsylvania apply to and govern these Rules, the Sweepstakes, the Entry and any and all claims relating in any way to the Sweepstakes must be raised and resolved exclusively in the Federal or state courts located in Allegheny County, Pennsylvania, United States.

RELEASE OF LIABILITY: By submitting a Entry or otherwise participating, you understand and agree: (i) to be bound by these Official Rules and by all applicable laws and the decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of your rights to bring any claim, action, or proceeding against any of the Releasees in connection with the Sweepstakes; and (iv) to release, indemnify, and hold harmless Releasees from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes or any information provided by you in connection with the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's playing of the Game, the receipt of marketing messages, participation or inability to participate in the Sweepstakes or in any parts thereof, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Sweepstakes-related promotional materials, (d) acceptance, possession, defects in, use, misuse or inability to use a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond the Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the Entry information or any parts thereof), (i) any technical malfunctions or unavailability of the Website, or any telephone network, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Releasees or by an entrant, (j) interruption or inability to access the Sweepstakes, the Website, or any other Sweepstakes-related web pages (in either direction), or any Internet online service or cellular service (as applicable) due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer or wireless device (as applicable) and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions (in either direction), omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted,

destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releasee, or any of their agents or employees, and/or (o) cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), or other transportation companies, or any other persons providing any of these services and accommodations including any results thereof such as changes in services or accommodations necessitated by same, (p) lost, stolen, damaged, delayed, or misdirected baggage, or (q) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). The Winner hereby acknowledges that the Releasees have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize or any component thereof.

OFFICIAL RULES/WINNER'S LIST: For a copy of these Official Rules or an official Winner's List, send a self-addressed, stamped envelope by July 17, 2022 to Sweeps – Official Rules or Winner's List *(please specify which*), AE National Donut Day Sweepstakes, 77 Hot Metal St., Pittsburgh, PA 15203. Residents of Vermont and Canada may omit return postage on their request.

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NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Sweepstakes starts at 10:30 am ET on 9/1/22 and ends at 10:29 a.m. ET on 9/3/22. Open only to legal residents of 50 US & DC and Canada (void in the province of Quebec). Must be 18 or older to enter. Enter by following @americaneagle on Twitter, reply #AESweeps and your favorite kind of donut to Sponsor's Twitter post. See Official Rules: [] for complete details. Odds of winning depend on total number of entries. Void where prohibited. This promotion is not sponsored or endorsed by, or affiliated with Twitter. Sponsor: AEO Management Co., © 2022 AEO Management Co. All rights reserved.