

**Give Love Win Pop-up
Instant Win Game
Official Rules**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Give Love Win Pop-up (the "Pop-up") is open only to legal residents of the fifty (50) United States (and the District of Columbia) (the "Eligibility Area") who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of AEO Management Co. ("AEO", American Eagle, or "Sponsor"), Sync Marketing LLC, Frank Reps Inc., MKTG and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Pop-up and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Pop-up or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Pop-up. A minor who is 18 and otherwise eligible to participate in the Pop-up must get his or her parent's or legal guardian's permission before entering the Pop-up. The Pop-up is void outside the Eligibility Area and wherever prohibited or restricted by law.

2. Sponsor and Administrator

Sponsor: AEO Management Co., 77 Hot Metal Street, Pittsburgh, PA 15203.

Administrator: Sync Marketing LLC, 10960 Wellworth Avenue, Unit 301, Los Angeles, CA 90024.

3. Timing

Envelopes that detail prizes will be distributed between: 1) December 5, 2018 at 10:00 a.m. ET - 4:00 p.m. ET; and 2) December 6, 2018 at 10:00 a.m. ET - 4:00 p.m. ET or when supplies of envelopes are exhausted, whichever occurs first (collectively the "Pop-up Entry Period"). Sponsor is the official time keeper for this Pop-up. The Pop-up is governed by these Official Rules and is subject to all applicable federal, state and local laws.

4. How to Obtain an Envelope and See your Prize

During the Pop-up Entry Period visit the American Eagle pop-up located at the University of Pittsburgh (William Pitt Union Circle Drive, 444 Bigelow Boulevard, Pittsburgh, PA 15219) and wait in line for a chance to receive a key to be able to open a mailbox for a chance to win. One at a time, participants are stamped and handed a key that will randomly open one of the boxes. Participants are then directed to the "mailroom" where they will attempt to open a mailbox until they find a box that opens with their given key. Participants will open their respective box and grab the envelope within the box. Participants will open the envelope and be eligible to "claim" a prize. Participants will then give a dedicated staff member their key to record their "prize" and exit the opposite way they entered. Once a participant exits the space, the next participant will enter. You do not have to make a purchase to receive an envelope. Limit of one (1) envelope per person per day for the Pop-up.

5. Winner Determination

Once you have received your envelope, open the envelope and see what is inside. Inside the envelope will reveal either a grand prize, first prize, second prize, or third prize (collectively a "Prize"), or an American Eagle bounce back cash card ("Bounce Back Cash Card"). If you are a potential third prize winner, you may redeem the coffee shop gift card at a participating coffee shop in accordance with these Official Rules and the terms/expiration date of the coffee shop gift card. If you are a potential Bounce Back Cash Card winner, you may redeem such claim at a participating American Eagle Outfitters or Aerie store in accordance with these Official Rules and the terms/expiration date of the Bounce Back Cash Card. If you are a potential grand prize, first prize or second prize winner, the game piece (collectively a "Game Piece") inside the envelope will contain a prize code ("Prize Code") and you may redeem such Prize in accordance with these Official Rules. If the game piece contains a Prize Code, you must secure such Game Piece and not share the Prize Code with another person. Sponsor and Administrator are not responsible for lost or stolen Game Pieces. All Game Pieces are subject to verification and participants are not winners of any Prize until confirmed and verified by Sponsor and/or Administrator. Limit of one (1) Prize per person per day for the Pop-up. Below is a list of prizes:

Prize – Game Piece will have Prize Code and online verification required	Description*
Grand Prize - One (1) per day will be awarded for a total of two (2)	\$10,000
First Prize - Three (3) per day will be awarded for a total of six (6)	\$1,000
Second Prize – Ten (10) per day will be awarded for a total of twenty (20)	\$100
Third Prize – One hundred (100) per day will be awarded for a total of two hundred (200)	\$10 Coffee Shop Gift Card
Bounce Back Cash Card – Game Piece will have offer redemption codes and can be redeemed in stores	
\$10 Bounce Back – Two hundred forty-six (246) per day will be awarded for a total of four hundred ninety-two (492)	\$10 off \$50

Prizes not awarded on the first day will be rolled over in the second day.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNERS AND OTHER MATTERS RELATED TO THE POP-UP.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE POP-UP 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.

7. Verification of Potential Winners

If the Game Piece reveals you are a winner of a Prize then you must complete verification by following the instructions on the Game Piece. You will be required to provide the Prize Code along with your name, address, phone number and email address. If you are a winner of a third prize (\$10 Coffee Shop Gift Card) or a Bounce Back Cash Card then the prize will be inside the envelope. If you are a winner of a grand prize or first prize, you will be required to fill out and sign an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") and a W9 form. You then must complete the forms and provide them per the instructions given on the Affidavit along with a scan or a photo of the Game Piece that clearly shows the Winning Code back in order to claim the Prize. Only valid Prize Codes will be accepted. Each Prize Code may only be submitted once. All Prize winners must complete the verification by January 31, 2019. Any submissions after January 31, 2019 will not be accepted. IF YOU ARE A WINNER OF A PRIZE (NOT INCLUDING A BOUNCE BACK CASH CARD), DO NOT GIVE YOUR WINNING GAME PIECE TO AN AMERICAN EAGLE TEAM MEMBER, THEY ARE NOT AUTHORIZED TO VERIFY OR COLLECT YOUR GAME PIECE.

Potential winner may be required to complete and return an Affidavit by the date specified by Sponsor. In the event: (a) potential winner does not submit a Winning Code or the required documents; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Pop-up or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill any Affidavit-related obligations, the potential winner shall be disqualified. Sponsor reserves the right at its sole discretion, to modify the notification and Affidavit procedures. If the potential winner is over 18 but a minor in his/her state/province of residence, Sponsor reserves the right to award the prize in the name of such potential winner's parent or legal guardian.

No more than the stated number of prizes herein will be awarded, and if, due to printing, seeding or other errors, there are more prize claims received than the number of prizes offered for a specific prize, only the specific total number of prizes listed above shall be awarded via a random drawing from among all eligible, non-suspect prize claims submitted.

8. Prize / Bounce Back Cash Card

- One (1) grand prize will be awarded per day. Each grand prize winner will receive \$10,000. Odds are 1:360 per day.
- Three (3) first prizes will be awarded per day. Each first prize winner will receive \$1,000. Approximate retail value of all first prizes is \$3,000. Odds are 3:360 per day.
- Ten (10) second prizes will be awarded per day. Each second prize winner will receive \$100. Approximate retail value of all second prizes is \$1,000. Odds are 10:360 per day.
- One Hundred (100) third prizes will be awarded per day. Each third prize winner will receive a \$10 coffee shop gift card. Approximate retail value of all third prizes is \$1,000. Odds are 100:360 per day.
- \$10 Bounce Back Cash Cards will be awarded. Bounce Back Cash Cards are valid to take \$10 off a purchase of \$50 or more at AE and Aerie stores in the USA only 12/26/18 – 1/16/19. See full terms and conditions on the Bounce Back Cash Cards. Odds are 246:360 per day.

For all prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other

costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the Winner fully complies with these Official Rules. Total approximate retail value of all prizes in this Pop-Up is US \$30,000.

9. Entry Conditions and Release

By participating in this Pop-up you understand and hereby agree to: (i) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Pop-up; (ii) defend, indemnify, release and hold harmless the Sponsor, Administrator, Frank Reps Inc., MKTG and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Pop-up, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to: (a) the Pop-up or any information provided by you in connection with the Pop-up, including but not limited to any Pop-up-related activity or element thereof, the receipt of marketing messages, participation or inability to participate in the Pop-up 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 Pop-up-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 Pop-up, (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 Released Parties or by an entrant, (j) interruption or inability to access the Pop-up, the Website, or any other promotion-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 Pop-up, (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 Released Parties, 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, hotel(s), or any other persons providing any of these services and accommodations to passengers 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); and (iii) to waive all of your rights to bring any claim, action, or proceeding against any of the Released Parties in connection with this Pop-up. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

10. Publicity

Except where prohibited or restricted by law, Winner's acceptance of prize constitutes the Winner's agreement and consent for Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Pop-up or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Pop-up or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Pop-up or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Pop-up, or with any Website promoting the Pop-up; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Pop-up multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. No groups, clubs or organizations may participate in this Pop-up or reproduce or distribute any portion of these Official Rules or marketing to its members. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Pop-up, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Pop-up, including the entire Pop-up, and/or modify the Pop-up and/or award the prize from all eligible entries received as of the termination date.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Pop-up; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Pop-up; (d) technical or human error in the administration of the Pop-up or the processing of registrations; or (e) any injury or damage to persons or

property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Pop-up or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Pop-up. No more than the stated number of each prize will be awarded.

13. Disputes

Entrants agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Pop-up, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Pop-up, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Pennsylvania State Court located in Allegheny County, Pennsylvania; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Pop-up, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Pop-up, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

14. Entrant's Personal Information

Entrants understand, agree and acknowledge that the information provided in this Pop-up may be collected, stored, used, and shared in accordance with Sponsor's Privacy Policy and California Privacy Rights statements and these Official Rules. Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.ae.com/content/help/privacy-notice>.

15. Pop-up Results

For Pop-up results (available after February 1, 2019), send an email with the subject line of "Winners List—Give Love Win Pop-up to info@syncmarketing.net. Requests for the Winners List must be received by April 1, 2019.

For questions, send an email to info@syncmarketing.net.

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