

AEO In-Store “try on” Instant Win Sweepstakes
Official Rules

NO PURCHASE, PAYMENT, JEANS TRY-ON OR TEXT MESSAGING IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, JEANS TRY ON OR SENDING OF A TEXT MESSAGE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The AEO In-Store “try on” Instant Win Sweepstakes (the “**Promotion**”) consists of two components: (i) an Instant Win Game (the “**Game**”) taking place at participating American Eagle Outfitters retail locations (each a “**Game Location**”) within the Eligibility Area (defined below) and (ii) a random draw Sweepstakes (the “**Sweepstakes**”) that is open only to legal residents of the US (as defined below) with both as detailed below. The Game starts at open of business at Retail Locations on 2/16/18 and the in-store portion of Game ends at close of business at Game Locations on 2/19/18 (the “**In-Store Game Period**”) and the Game ends on 2/20/18 for the postmarking of a free request for Game Piece (defined below) by mail. The Sweepstakes starts at 6:00 am Eastern Time (“**ET**”) on 2/16/18 and ends at 11:59 pm ET on 2/19/18 (“**Text Period**”) for text entry and on 2/20/18 for the postmarking of a mail-in entry. The sponsor of the Promotion is AEO Management Co. (may be referred to as “American Eagle Outfitters” or “AE”), 77 Hot Metal Street, Pittsburgh, PA 15203 (“**Sponsor**”). The Promotion is subject to these Official Rules (the “**Official Rules**”), and by entering or otherwise participating, participants agree to be bound by them.

ELIGIBILITY: The Sweepstakes portion of the Promotion is only open to legal residents of the fifty (50) United States of America and the District of Columbia, Puerto Rico (collectively, the “**US**”) who are sixteen (16) years of age or older at time of entry. The Game portion of the Promotion is open only to legal residents of the US and Canada with the exception of Quebec Province (the “**Eligibility Area**”) who are sixteen (16) years of age or older at time of entry. Employees, representatives, agents, officers and directors of Sponsor, West Coast Marketing, a division of The Susquehanna Hat Company (“**West Coast Marketing**”) and each of the foregoing entities’ affiliates, parents and subsidiaries, and any other Sponsor-authorized designees associated with the design, administration, prize supplying or prize fulfillment of the Promotion (collectively, the “**Promotion Entities**”), as well as members of such employees’, officers’ or directors’ immediate families (spouses, children, siblings, parents) or households (whether or not related), are not eligible to participate in the Promotion. Promotion void where prohibited or restricted by law. A prize won by an individual who is below the age of majority in his/her legal jurisdiction of residency (“**Minor**”) 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 winners set forth herein.

PRIVACY INFORMATION: The information you provide will be collected, stored, used, and shared for the purposes of administering the Promotion and Prize fulfillment, and in accordance with Sponsor’s Privacy Policy, California Privacy Rights statements and these Official Rules. For more details, please see our privacy policy at www.ae.com. Sponsor and its affiliates would like to use submitted information to contact you by mail, text message or email about special promotions and events. Details of how to opt-out of text messaging updates is below. False and/or deceptive entries or acts shall render entrants ineligible.

The laws of the Commonwealth of Pennsylvania apply to and govern this Promotion and any claims related to the Promotion or any information you provide must exclusively be raised and resolved in the Federal or state courts located in Allegheny County, Pennsylvania, United States.

All Federal, state, provincial and local rules and regulations apply. Void in U.S. territories and possessions (other than Puerto Rico), overseas military installations and where prohibited or restricted by law.

HOW TO PLAY THE GAME:

HOW TO RECEIVE A GAME PIECE WITH NEXT LEVEL JEANS TRY-ON: During the In-store Game Period and while supplies last, receive one (1) specially-marked “NE(X)T LEVEL JEANS” game piece (each a “**Game**”

Piece”) with the try-on of one (1) or more pair of Next Level Jeans at a Game Location. Only one (1) Game Piece will be provided to any one (1) person regardless of the number of Next Level Jeans tried on during a specific visit or visits made on a single day. Game Pieces will be handed out at time of try-on until end of business (time specific to Game Location) on 2/19/18 or until the supply of specially marked Game Pieces exhaust, whichever occurs first.

HOW TO RECEIVE A FREE GAME PIECE BY MAIL: To receive one (1) free Game Piece without try-on, while supplies last, send a hand printed, self-addressed envelope to AEO In-Store “try on” Instant Win Sweepstakes – GAME PIECE, c/o West Coast Marketing, 22287 Mulholland Highway, #396, Calabasas, CA 91302 USA. **Residents of Canada may omit the return postage on their request.** All requests for Game Pieces must be postmarked by 2/20/18 and received no later than 2/27/18 to be valid. Limit one (1) free Game Piece per request per stamped envelope per day. No mechanically reproduced or photocopied requests accepted.

Note: There is a limit of one (1) Game Piece per person per day, regardless of method of entry.

TO SEE IF “YOU HAVE WON A PRIZE IN THE GAME: To see if you are the potential winner of a Game prize, carefully open up the Game Piece as directed (a “**Game Play**”). If your Game Piece says **Free Pair of Jeans**, you are a potential winner of a free pair of AE jeans subject to the terms and conditions herein.

HOW TO CLAIM GAME PRIZES: Redeem your winning (subject to verification) Game Piece at any Game Location. All winning Game Pieces received in-store (as detailed above) must be redeemed no later than the expiration date of 2/19/18. Game Prizes won on Game Pieces requested by mail must be redeemed by 3/9/18.

VERIFICATION: All Game Pieces submitted for redemption become the property of Sponsor and will not be returned. All Game Pieces are subject to verification at the sole discretion of Sponsor and anti-fraud detection devices may be used to verify winners. Game Pieces will be void if they fail to pass anti-fraud detection measures or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, stolen, unissued, unauthorized or illegible in any way, or if they fail to contain special markings and/or security codes used by Sponsor in the Game. Game Pieces will also be void if defective or if they contain printing or other mechanical errors or are printed or produced in error. No prizes will be awarded to the holder of any Game Pieces which are determined to be void or otherwise ineligible, and Sponsor shall have no further obligation or liability in respect thereof except to replace the void Game Piece with another randomly selected Game Piece, if appropriate (as determined by Sponsor and if available) upon request. No more than the stated number of prizes will be awarded, and if there are more prize claims received than the number of prizes offered in the Game, the total number of prizes stated shall be awarded via a random drawing from among all persons submitting prize claims. Only specially marked AE 2018 TRY-ON Game Pieces will be accepted and may not be combined with those from any other game.

GAME TERMINATION: Game ends in-store at the close of business (time specific to participating Game Location) on 2/19/18 and on 2/20/18 for the postmarking of a Game Piece request by mail, or when the supply of specially-marked Game Pieces have been exhausted, whichever occurs first.

HOW TO ENTER THE SWEEPSTAKES (US ONLY):

How to Enter Via Text Messaging: To enter the Sweepstakes via text messaging, during the Text Period eligible participants (as detailed above) should text the phrase **FREEJEAN** to short code **32453** using your wireless mobile device (the “**Short Code**”). Once you have completed the foregoing you will be sent a text message to the mobile phone number you used. This text message will provide an opportunity to respond by texting back **Y** in order to opt in to the SMS program. If you respond, texting back **Y** as directed you will receive one (1) “**Text Entry**” in the Sweepstakes.

NOTE: If an eligible participant has previously (and is still currently) opted in to the SMS program, that eligible participant will not receive a text message providing an opportunity to respond by texting Y in order to opt in to the SMS program. Instead, after texting the phrase **FREEJEAN** to short code 32453, eligible participants who are currently opted in will simply receive one (1) **"Text Entry"** in the Sweepstakes.

THERE IS A LIMIT OF ONE (1) TEXT ENTRY PER PERSON FOR THE SWEEPSTAKES. ALL TEXT ENTRIES MUST BE RECEIVED BY 11:59 P.M. ET ON 2/19/18.

How to Enter by Mail: To enter by mail, without text messaging, on a postcard, handprint your first and last name, street address, city, state, zip code, date of birth, telephone number and email address. Mail your completed entry to AEO In-Store "try on" Instant Win Sweepstakes – SWEEPSTAKES ENTRY, PO Box 9142, Calabasas, CA 91372. Entry must be legible and completed in full to be valid. Machine duplicated or reproduced entries will not be accepted. Only one (1) individual's name may be on each entry and each entry must be mailed separately. By submitting the entry as detailed herein, you will receive one (1) mail-in entry to the Sweepstakes (each a **"Mail-In Entry"** and in the plural **"Mail-in Entries"**). Not responsible for lost, late, stolen, damaged, misdirected, illegible, postage-due mail or human or other error that may occur in the receipt or processing of Mail-In Entries. **THERE IS A LIMIT OF ONE MAIL-IN ENTRY PER PERSON PER DAY. ALL MAIL-IN ENTRIES MUST BE POSTMARKED BY 2/20/18 AND RECEIVED BY 2/27/18.**

Text Entries and Mail-in Entries may be referred to hereafter individually as a **"Sweepstakes Entry"** and collectively as **"Sweepstakes Entries"**. **There is a limit of one (1) Sweepstakes Entry per person regardless of the method(s) of Entry.** Entries in excess of this stated limit will be disqualified. The Sponsor's database clock will be the official timekeeper for this Sweepstakes.

By sending a text message and subsequently affirming, you are consenting to receive mobile marketing SMS messages from American Eagle Outfitters about the Promotion at the mobile number you provide. You agree that the messages may be sent using autodial or other automated technology. Consent to receive messages is not required for the purchase of goods and/or services. Standard message and data rates of your carrier may apply. You will receive up to two messages per week. Text to short code **32453 (EAGLE) "HELP"** for help or **"STOP"** to unsubscribe at any time. Any personal information you provide will be managed in accordance with our Privacy Policy available on www.ae.com. **IMPORTANT:** For text messaging, a service contract with a wireless Internet or airtime provider may be required. Check with your service provider for availability and coverage. Wireless access point required. Cellular telephone service and/or text messaging services may require separately purchased contracts with a cellular telephone service provider or text-messaging provider with coverage in your service area. Cellular telephone company and/or wireless Internet company determined text-messaging fees may apply for all text messaging to Sponsor or its designee and for receipt of text messages from Sponsor or its designee. In this Sweepstakes you will be sending and receiving messages and you may be charged in accordance with your mobile services contract. Contact your text messaging provider or refer to your service contract for complete details on these and any other applicable charges.

SWEEPSTAKES WINNER SELECTION: Fifty (50) potential Sweepstakes Prize (each a **"Sweepstakes Prize"**) winners will be selected in a random drawing held on 2/28/18 by West Coast Marketing, an independent judging entity. Potential Sweepstakes Prize winners will be notified by e-mail and/or telephone within five (5) business days of the conclusion of the random drawing with details regarding their prize.

PRIZE CONDITIONS (GAME AND SWEEPSTAKES):

Game Prizes and Sweepstakes Prizes may be referred to hereafter individually as a **"Prize"** and the winner of such Prize a **"Prize Winner"**.

Potential Prize Winners (or potential Prize Winner's parent or legal guardian if potential Prize Winner is a Minor) will be required to provide his or her full name, address, city, state, zip/postal code and telephone number at time of Prize claim. Potential Prize Winner's failure to comply with all terms and conditions stated herein may result in the potential Prize Winner being disqualified at Sponsor's sole discretion and if a Game Play prize, the Prize will remain unawarded, or if a Sweepstakes Prize either an alternate Prize Winner will be

selected in a subsequent random drawing from among eligible Sweepstakes Entries, or the applicable Prize will remain unawarded. A potential winner of a Game Prize who is a legal resident of Canada will be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question, to be administered at Game Location or by telephone or email.

All federal, state, provincial and local tax liabilities and duties, if any, are the responsibility solely of the Prize Winners. Any Commonwealth of Puerto Rico taxes or assessments levied on the prizes as of the date of delivery thereof to the winner shall be the sole responsibility of the prize winner. Acceptance of a Prize constitutes permission (except where prohibited) granted to Sponsor to use the Prize Winner's name, likeness, pictures, photographs, voice, biographical information and statements for publicity, advertising, trade and promotional purposes in any and all media and manner and by any and all means now known or hereafter devised in perpetuity worldwide without additional compensation or limitation of any kind, and without the need to get any further consent.

PRIZES:

GAME PRIZES (four thousand, four hundred and thirty-seven (4,437) Game Prizes are available to be awarded): Each Game Prize consists of the Prize Winner's choice of a pair of American Eagle Outfitters jeans with a maximum retail value ("ARV") of \$99.95 USD (approximately \$124.58 CAD).

Specifically excluded as Prizes in this Game are Atelier & Repairs jeans.

Odds of winning a Prize in the Game are 1:129, regardless of method of entry. You are not a winner of a Prize until your Game Piece has been timely received and verified/validated by the Sponsor of this Game as detailed herein and you have complied with these Official Rules. The total maximum ARV of all Game Prizes is \$443,478.15 (approximately \$552,611.34 CAD).

SWEEPSTAKES PRIZES (fifty (50) Sweepstakes Prizes are available to be awarded in the US only): Each Sweepstakes Prize each consist of the Prize Winner's choice of a pair of American Eagle Outfitters jeans with a maximum retail value of \$99.95 USD.

Odds of winning a Prize in the Sweepstakes depend on the total number of eligible Entries received for the Sweepstakes and are equal regardless of method of Entry.

Prizes are non-transferable and non-assignable. No Prize substitution or cash redemption allowed by a Prize winner. Sponsor reserves the right to substitute a Prize of comparable or greater value at any time in its sole discretion. No portion of a Prize may be sold, bartered, endorsed, transferred, exchanged or modified in any way by the Prize Winner. If awarded, 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 printing, seeding or other errors, there are more prize claims received than the number of prizes offered for a specific prize level, 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. No groups, clubs or organizations may participate in this Promotion or reproduce or distribute any portion of these Official Rules or Game Pieces to its members. The submission of a potential winning Game Piece is the sole responsibility of the participant who assumes all risk of loss, damage, destruction, delay and misdirection of the Game Piece. All persons, by participating in this Game and/or submitting a prize claim, agree to be bound by these Official Rules and the decisions of the judges which shall be final and binding.

RELEASE OF LIABILITY/GENERAL CONDITIONS: Promotion Entities shall not be responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), or for Game Pieces/Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, purchased, bartered, or otherwise not in compliance with these Official Rules, and all such Game Plays/Sweepstakes Entries will be disqualified. By participating in the Game or submitting a Sweepstakes Entry, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and the decisions

of Sponsor and West Coast Marketing 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 his/her rights to bring any claim, action, or proceeding against any of the Promotion Entities in connection with the Promotion or parts thereof; and (iv) to release, indemnify, and hold harmless each of the Promotion Entities and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the “**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 Promotion or any information provided by you in connection with the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant’s playing of the Game or entering the Sweepstakes, the receipt of marketing messages, participation or inability to participate in the Promotion 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 Promotion-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 Promotion Entities’ 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 Promotion or part(s) thereof, (g) human, printing or production error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Game/Sweepstakes Entry (including, without limitation, the Game Piece/Sweepstakes Entry information or any parts thereof), (i) any technical malfunctions or unavailability of Short Code 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 Promotion Entities or by an entrant, (j) interruption or inability to access the Promotion, or Short Code or any other Promotion-related web pages or text messaging (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, (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 Game Plays/Sweepstakes Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Promotion Entities, or any of their agents or employees, and/or (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). Each Prize Winner hereby acknowledges that the Promotion Entities 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.

Proof of submitting a Game Piece request, sending a text message (as detailed above) or submitting a Game Play/Prize claim/Sweepstakes Entry is not considered proof of delivery or receipt. Prize claims must be completed specifically as detailed herein. Illegible, incomplete, or mechanically reproduced Game Pieces/Sweepstakes Entries will be disqualified. All Prize claims/Sweepstakes Entries become the property of Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Game Plays/Sweepstakes Entries or acts of any kind shall render entrants ineligible.

If for any reason the Promotion is not capable of running as planned, or if the Promotion or Short Code (or any portion thereof) becomes corrupted or does not allow the proper playing of the Promotion and/or processing of information or Game Plays/Prize claims/Sweepstakes Entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, printing or production errors, or any other causes, in Sponsor’s sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion (or any component part thereof) or the granting of a Prize or any component thereof, Sponsor reserves the right, in its sole discretion,

to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend the Promotion (or any component part thereof). In the event the Game is cancelled notification will be posted at Game Locations and on the Online Site (defined below). In the event the Sweepstakes is cancelled, and to the extent possible (such determination to be made by Sponsor), Sponsor may conduct random drawings to select the stated number of prize-winning entrants from among all eligible, Sweepstakes Entries received, prior to the time of the action or event warranting such cancellation, and to award the stated number of prizes (or any awardable portion(s) thereof). In the event that Sponsor determines that there are no eligible entrants, Sponsor reserves the right in its sole discretion to not award any of the Prizes (or any portion thereof) or less than the stated number of Prizes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR TEXT MESSAGING SYSTEM (INCLUDING THE SHORT CODE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. **Game Pieces/Sweepstakes Entries/Prize claims may not be shared, bartered, purchased or obtained by any means other than as specifically detailed herein.** If a dispute arises about who submitted a Sweepstakes Entry, the Sweepstakes Entry will be deemed submitted by the authorized account holder of the wireless device cellular number entered (or for Mail-In Entries, the entrant name provided in the Mail-In Entry). The authorized account holder is deemed the natural person who (as applicable) is assigned to a cellular number by a service provider, cellular company or other organization that is responsible for assigning the cellular number associated with the submitted wireless device number or by the internet service provider or other organization that is responsible for assigning the email address associated with the submitted email address. A potential Prize Winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the wireless device cellular number associated with the winning Sweepstakes Entry and that all eligibility requirements are met. Sponsor may change or modify these official rules at any time without prior notice. Where applicable, Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law.

OFFICIAL WINNERS LIST/OFFICIAL RULES: For an Official Winners List (available after 3/30/18), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to: AEO In-Store "try on" Instant Win Sweepstakes (*please specify Official Winners' List or Official Rules*), PO Box 9142, Calabasas, CA 91372 USA to be postmarked no later than 4/1/18. Residents of Vermont and Canada may omit the return postage on their request. The Official Rules are also available at ae.com/freejeans (the "**Online Site**") until 11:59 pm ET on 2/20/18.

© 2018 AEO Management Co. All rights reserved.