**AEO BTS 2015 DENIM TRY ON EVENT**
**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND OR TEXT MESSAGING IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR SENDING OF A TEXT MESSAGE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The AEO BTS 2015 DENIM TRY ON EVENT (the **"Promotion"**) consists of two components: (i) an Instant Win Game (the **"Game"**) and (ii) a random draw Sweepstakes (the **"Sweepstakes"**) as detailed below. By playing the Game to its conclusion, you will automatically be entered into the Sweepstakes (as detailed below). The Promotion starts at 6:00 a.m. Eastern Time (**"ET"**) on 7/11/15 and ends at 11:59 p.m. ET on 7/22/15 (the **"Promotion Period"**). 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:** Promotion is open only to legal residents of the fifty (50) United States of America and the District of Columbia, Puerto Rico and Canada, who as of the date of their participation into the Promotion are eighteen (18) years of age or older. Employees, representatives, agents, officers and directors of Sponsor, HelloWorld, 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 Sweepstakes (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 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 winners set forth herein.

**PRIVACY INFORMATION:** The information you provide will be collected, stored, used, and shared in accordance with Sponsor's Privacy Policy and 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. If you prefer not to receive online updates of special promotions and/or events, indicate such preference on the Online Promotion Site (as defined below) at time of signing up online for Promotion Notifications (as defined below). 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 AND BE ENTERED INTO THE SWEEPSTAKES:** There are two (2) methods of participation in the Promotion; via text messaging and via desktop as detailed herein. Individuals interested in playing the Game (each playing of the Game may be referred to hereafter as a **"Game Play"**) and automatically being entered into the Sweepstakes may participate as follows:

*To Play the Game Via Text Messaging:* To play the Game via text messaging, during the Promotion Period text the word **JEANS** to short code **32453** using your wireless mobile device**.** Once you have completed the foregoing you will be sent a text message (**"Text Message"**) to the mobile telephone number you used to send the text. Click on the link (**"Link"**) provided in the Text Message and then on the "Tap to see what you

got!" button. If after clicking on the Link provided in the Text Message and the "Tap to see what you got!" button, the message revealed reads "Score! You Just Won", you have won the prize indicated. Click on the "Tap to Redeem" button and follow the directions for claiming your prize.

*To Play the Game Via Desktop:* To play the Game via Desktop during the Promotion Period: (i) visit either the Women AEO Denim X Category Page (http://www.ae.com/web/browse/category.jsp?catId=cat7060043&navdetail=mega:women:c1:p4) <OR> the Men AEO Flex Denim Category Page (http://www.ae.com/web/browse/category.jsp?catId=cat7500044&navdetail=mega:men:c1:p4) ((each an **"Online Site"** and collectively the **"Online Sites"**), (ii) click on the "CLICK HERE FOR YOUR CHANCE TO WIN" button, (iii) provide your email address, mobile telephone number and zip code when prompted, (iv) after providing the required information, click on the "SUBMIT" button, (v) click on the "Click to see what you got!" button. If after clicking on the "Click to see what you got!" button, the message reveals "Score! You Just Won!", you have won the prize indicated. You will receive an email (at the email address entered at the time of Game Play) prompting you to validate your contact information and claim your prize.

As stated above, by completing a Game Play, you will automatically receive one (1) entry in the Sweepstakes (each an **"Entry"** and collectively **"Entries"**). Game Play and Entry may be referred to hereafter collectively as **"Game Play/Entry"**.

By sending a text message and subsequently affirming, you are consenting to receive mobile marketing messages from American Eagle Outfitters at the mobile number you provide. You agree that the messages may be sent using autodial or other automated technology. Consent 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.

**There is a limit of one (1) Game Play/Entry per person per day.**

The Sponsor's database clock will be the official timekeeper for this Promotion.

**GAME PLAY WINNER DETERMINATION AND SWEEPSTAKES WINNER SELECTION:**

***Game Play Winner Determination:*** The individual who is the first player to play the Game on or after one (1) of the randomly selected Game winning times during the Promotion Period will receive a Game message that says "Score! You Won!" and that individual will win the Game prize specified in the message, subject to verification of eligibility. Once all Game prizes have been awarded, notice of same will be posted on each of the Online Sites and further Game Play and Entry in the Sweepstakes shall be deemed ended as of the time of the notice. Game prizes that remain unclaimed at the conclusion of the Game will not be awarded.

***Sweepstakes Grand Prize Winner Selection:*** One (1) potential Sweepstakes Grand Prize (**"Grand Prize"**) winner will be selected in a random drawing held on 7/27/15 at 5:00 p.m. ET by West Coast Marketing, an independent judging entity at 23901 Calabasas Road, Calabasas, CA 91302 USA. Potential Grand Prize winner will be notified by e-mail, and/or telephone within five (5) business days of the conclusion of the random drawing.

Potential prize winners (or potential prize winner's parent or legal guardian if potential prize winner is a Minor) may (at Sponsor's sole discretion) be required to execute and return a notarized Affidavit of Eligibility/Release of Liability (if a U.S. resident) and (except where prohibited) Publicity Release form and (if a U.S. resident) a completed IRS W-9 form within seven (7) days of date of issuance. If potential prize winner is a Canadian resident, he/she will be required to complete and return a Declaration of Eligibility/Release of Liability within this same deadline. Potential prize winner's failure to return all required forms in this seven (7) day time period or not 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, of if the Sweepstakes Grand Prize either an alternate Grand Prize winner selected in a subsequent random drawing from among eligible entries, or the Grand Prize remaining unawarded. A Canadian winner of any prize will be required to correctly answer, without assistance of any kind, a mathematical skill-testing question administered by telephone or email.

All federal, state, provincial and local tax liabilities and duties, if any, are the responsibility solely of the prize winners. 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.

**GAME PLAY PRIZES: The following prizes are available to be won in the Game:**

**MacBook Computer* Prize -** 45 Available – Each prize consists of a MacBook Computer* with the following specifications: Color: Gold (subject to availability), 12-inch Retina display, 1.1GHz dual-core Intel Core M*, 8GB memory and 256GB PCIe-based flash storage, Intel HD Graphics 5300*. The ARV of each prize is $1,299.00 USD (approximately $1,601.08 CAD). NOTE: MacBook Computer* prize may be awarded, at the sole discretion of Sponsor, in the form of an Apple Gift Card, Gift Certificate, or the equivalent in cash*.

**iPhone 6* Prize -** 45 Available – Each prize consists of a 16GB iPhone 6* (specific model/color awarded at the sole discretion of Sponsor). The ARV of each prize is $649 USD (approximately $799.92 CAD). NOTE: iPhone 6* prize may be awarded, at the sole discretion of Sponsor, in the form of an Apple Gift Card, Gift Certificate, or the equivalent in cash*.

**iPad Air Device* Prize -** 45 Available - Each prize consists of a 16GB iPad Air Device*. The ARV of each prize is $399 USD (approximately $491.83 CAD.) NOTE: iPad Air Device* prize may be awarded, at the sole discretion of Sponsor, in the form of an Apple Gift Card, Gift Certificate, or the equivalent in cash*.

**Apple Watch* Prize -** 2 Available – Each prize consists of a 38mm Apple Watch Sport* (specific model/color awarded at the sole discretion of Sponsor). The ARV of each prize is $349 USD (approximately $430.21 CAD). NOTE: Apple Watch* prize may be awarded, at the sole discretion of Sponsor, in the form of an Apple Gift Card, Gift Certificate, or the equivalent in cash*.

Odds of winning a prize in the Game depend on the number of eligible Game Plays received and the timing of such Game Plays. The total ARV of all Game Play prizes is $106,313 (approximately $131,037.77 CAD).

**SWEEPSTAKES GRAND PRIZE (one (1) Sweepstakes Grand Prize will be awarded in this Promotion):** The Sweepstakes Grand Prize consists of a check in the amount of $10,000 USD (approximately $12,326.80 CAD). Odds of winning the Sweepstakes Grand Prize depends on the total number of eligible Entries received for the Sweepstakes.

Prizes include delivery to one (1) residential address in winner's country and will be fulfilled within 6-8 weeks of the conclusion of the Promotion. The total ARV of all prizes available to be awarded in the Promotion is $116,313 USD (approximately $143,364.57 CAD).

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.

**RELEASE OF LIABILITY/GENERAL CONDITIONS:** Promotion Entities shall not be responsible or liable for Game Plays/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 Plays/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/Entries will be disqualified. By submitting a Game Play/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; 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, 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, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Game Play/Entry (including, without limitation, the Game Play/Entry information or any parts thereof), (i) any technical malfunctions or unavailability of an Online Site, Email Address or 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, an Online Site, Email Address 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/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 entering information at an Online Site, or sending a text message (as detailed above) or submitting a Game Play/Entry is not considered proof of delivery or receipt. Prize claim must be completed specifically as detailed herein and at the time of notification. **Screen shots of winning messages will not be accepted as evidence of Game Play/Entry or of winning.** Illegible, incomplete, or mechanically reproduced Game Plays/Entries will be disqualified. All Game Plays/Entries become the property of Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Game Plays/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 an Online Site 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/Entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, 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), subject to the approval of the *Régie des alcools, des courses et des jeux* (the "**Régie**") with respect to legal residents of Quebec. In the event the Promotion 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, non-suspect Game Plays/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, subject only to the approval of the Régie in Quebec. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE, EMAIL ADDRESS OR TEXT MESSAGING SYSTEM (INCLUDING AN ONLINE SITE, EMAIL ADDRESS AND 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 Plays/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 Game Play/Entry, the Game Play/Entry will be deemed submitted by the authorized account holder of the wireless device cellular number or email address (as applicable) entered. 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 or email address (as applicable) associated with the winning Game Play or Entry and that all eligibility requirements are met. Sponsor may change or modify these official rules at any time without prior notice.

**OFFICIAL WINNERS LIST/OFFICIAL RULES:** For an Official Winners List (available after 9/15/15), or a copy of these Official Rules, send a self-addressed, stamped envelope to: AEO BTS 2015 DENIM TRY ON EVENT (*please specify Official Winners' List or Official Rules*), PO Box 56436, Sherman Oaks, CA, 91413 to be postmarked no later than 10/31/15. Residents of Vermont and Canada may omit the return postage on their request. The Official Rules are also available during the Promotion Period at each Online Site.

**LEGAL RESIDENTS OF QUEBEC ONLY:** Any dispute regarding the organization of a promotional contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

* iPad Air, iPhone 6, Apple Watch and MacBook brand names and trademarks are the property of Apple, Inc. This Promotion is not sponsored by or affiliated with Apple, Inc.