

AEO #WeAllCan Adventure Together Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. AN INSTAGRAM OR TWITTER ACCOUNT AND INTERNET CONNECTION IS REQUIRED TO ENTER.

The Instant Win Game (defined below) is subject to and governed by these Official Rules (the "Official Rules"). By entering or otherwise participating in the Contest, you agree to be bound by these Official Rules.

1. Eligibility: AEO #WeAllCan Adventure Together (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years old at the time of entry. Employees, officers, and representatives of American Eagle Outfitters, Inc., Deeplocal, Inc. HelloWorld, Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: American Eagle Outfitters, Inc., 77 Hot Metal St, Pittsburgh, PA 15203. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Instant Win Game begins on December 8, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on December 19, 2016 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

4. How to Enter: To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). ***Posting on Instagram requires a mobile device and therefore message and data rates may apply.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your tweets or posts to be viewable by Sponsor.

During the Promotion Period, take the following actions:

First, tweet/post a photo of your last adventure and include the hashtag #WeAllCan and #Sweepstakes. ReTweets will not be accepted.

Next, visit share.ae.com. Follow the links and instructions to receive one (1) play of the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Your tweet/post and its included content will hereafter be referred to as your submission (“Submission”). Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another’s rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not violate any copyright, trademark rights, or rights of privacy and publicity. Entry in the Instant Win Game 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. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 11, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Limit: Each entrant may play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same Twitter/Instagram accounts or email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Sponsor’s Use of Submissions: Entries become the property of the Sponsor. Tweeting/Posting a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

7. Instant Win Game Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be twelve (12) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. The potential winner (parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at \$600 or greater will be required to sign and return a Declaration of

Compliance, Liability and Publicity Release, which must be received by Administrator within four (4) days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential winner cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release (when applicable) or provide any other requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain un-awarded. Unclaimed prizes valued at \$25 or less will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game. The Vespa Moped winner will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the Instant Win Game and the prize will be fulfilled by the designated dealership as soon as it becomes available.

8. Prizes:

Prize	Quantity	Approximate Retail Value ("ARV")	Dates Prize is Available
A trip for two (2) to Los Angeles, CA. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; a \$600 StubHub gift card; and travel agent services.	1	\$4,800	12/8/16
A trip for two (2) to St. Croix. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to St. Croix; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; \$1,500 spending money; and travel agent services.	1	\$6,800	12/9/16
A North Cascade Mountain OR Mount Rainer Mountaineering Outward Bound Package, winner's choice, for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Seattle, WA; a seven (7) day North Cascade Mountain OR Mount Rainer Mountaineering Outward Bound Package, winner's choice, for two (2) including transportation; \$1,500 spending money; and travel agent services.	1	\$7,400	12/10/16
Two (2) Vespa mopeds. Sponsor will determine all features of mopeds including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the dealership designated by Sponsor.	1	\$9,200	12/11/16
	1	\$4,800	12/12/16

A trip for two (2) to Nashville, TN. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Nashville, TN; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; a \$600 StubHub gift card; and travel agent services.			
A trip for two (2) to San Francisco, CA. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Francisco, CA; five (5) nights' accommodations at Stinson Beach, California-Chaming Luxury Gazebo Glamping Hut (all details determined by Sponsor in its sole discretion); a \$600 allowance for full-size rental car for length of stay; \$1,500 spending money; and travel agent services. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety.	1	\$6,100	12/13/16
A Southwest Canyon- Cedar Mesa Outward Bound Package for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Salt Lake City, UT; a seven (7) day Southwest Canyon- Cedar Mesa Outward Bound Package for two (2) including transportation; \$1,500 spending money; and travel agent services.	1	\$6,700	12/14/16
A trip for two (2) to New York City, NY. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to New York City, NY; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; a \$600 StubHub gift card; and travel agent services.	1	\$4,800	12/15/16
Tech package for two (2) which includes two (2) Apple watches, two (2) smart TV's, two (2) MacBook Airs, and two (2) Samsung VR gears.	1	\$4,100	12/16/16
A \$6,000 check that can be used to pay for one year's worth of college textbooks for two (2).	1	\$6,000	12/17/16
Two (2) custom neon signs.	1	\$4,000	12/18/16
A trip for two (2) to Europe for a backpacking trip across three (3) countries. Trip package	1	\$10,300	12/19/16

<p>includes round trip, coach-class air transportation for two (2) from a major airport near winner's home to winner's chosen arrival city (determined by Sponsor in its sole discretion); one (1) night accommodation at hotel in arrival city, determined by Sponsor in its sole discretion (single room, double occupancy); one (1) night accommodation at hotel in departure city, determined by Sponsor in its sole discretion (single room, double occupancy); a first class Eurorail pass for two (2); a \$2,500 hotel accommodation allowance; a \$1,000 activity allowance; and travel agent services.</p>			
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For All Travel Prizes: Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Instant Win Game, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel (if applicable). Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

For All Prizes: Terms and conditions of gift cards apply. Odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. **TOTAL ARV OF ALL PRIZES: \$75,000. Limit:** One (1) Instant Win Game prize per person.

9. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately

damage any website or undermine the legitimate operation of the Instant Win Game is a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Deeplocal, Inc., Instagram LLC, Twitter, Inc., HelloWorld, Inc., and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

12. Limitations of Liability: The Released Parties are not responsible for: (1) 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 Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) 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 Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Instant Win Game or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game but in no event attorneys' fees; and (iii) 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Entrant understands, agrees, and acknowledges that the information provided may be collected, stored, used, and shared in accordance with Sponsor's Privacy Policy and Administrator's Privacy Policy. Information collected from entrants is subject to the Sponsor's Privacy Policy (<https://www.ae.com/content/help/privacy-notices>) and the Administrator's Privacy Policy (<http://www.helloworld.com/privacy-policy>).

Entrants' information and entries may be subject to Instagram and/or Twitter's terms and conditions, and privacy policies.

15. Winner List: For a winner list, visit <http://bit.ly/2g2a9Kw>. The winner list will be posted after winner

confirmation is complete.

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