

AE SHOP & GIVE BACK CONTEST: GIVE.LOVE.GET.

OFFICIAL RULES

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

The Contest 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. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

CONTEST ENTRY PERIOD AND SPONSOR: The AE SHOP & GIVE BACK CONTEST: GIVE.LOVE.GET. Contest (the “Contest”) starts at 9:00 a.m. Eastern Time (“ET”) on October 8, 2019 and ends at 3:00 a.m. ET on October 30, 2019 (the “Entry Period”). For information regarding submission of an entry, method of entry, and other details, see below. The sponsor of the Contest is AEO Management Co. (may be referred to as “American Eagle Outfitters”, “AEO” or “Sponsor”), 77 Hot Metal Street, Pittsburgh, PA 15203.

ELIGIBILITY: The Contest is open only to residents of the 50 U.S. states and the District of Columbia (collectively, the “Eligibility Area”), who as of the date of their entry (defined below) into the Contest are sixteen (16) years of age or older. Employees, officers and directors of Sponsor, and its affiliates, suppliers, distributors, dealers and advertising and promotional agencies, and any other Sponsor-authorized designees associated with the design, administration, prize supplying or prize fulfillment of the Contest (collectively, the “Contest Entities”), as well as members of such employees’, officers’ or directors immediate families (defined as spouses, children, siblings, parents, grandparents, grandchildren) or household members of each employee (whether related or not), are not eligible to participate in the contest. The Contest is void in Puerto Rico, U.S. territories and possessions, overseas military installations, and where prohibited or restricted by law. All federal, state, provincial, and local laws and regulations apply.

A prize (defined below) won by an individual at least sixteen (16) but less than eighteen (18) years of age (or at least eighteen (18) years of age but still considered a minor in his/her state) (collectively, “Minor”) will be awarded in the name of the Minor’s parent or legal guardian, who will be responsible for fulfilling all requirements imposed on Winners set forth herein. Each Minor must get his or her parent’s or legal guardian’s permission before entering or otherwise participating in the Contest. Sponsor reserves the right to disqualify any Entrant (as defined below) if it has reasonable grounds to believe the Entrant has breached any of the Official Rules. The Contest is void outside the Eligibility Area and wherever prohibited or otherwise restricted by law. False and/or deceptive Entries or acts shall render Entrants ineligible.

PRIVACY INFORMATION: You agree and acknowledge that the information you provide may be collected, stored, used, and shared in accordance with Sponsor’s Privacy Notice (www.aeo.com/privacy) and California Disclosures (www.ae.com), and these Official Rules. For more details, please see the privacy policies at www.ae.com.

Entrants’ information and entries may be subject to Instagram’s terms and conditions, and privacy policies. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

False and/or deceptive Entries or acts shall render Entrants ineligible.

HOW TO ENTER THE CONTEST: To participate in the Contest, you must have internet access, an account with Instagram **and your Instagram account must be set to public**. If you do not have an account go to, www.instagram.com, and create an account according to the instructions on the website. Creating an account is free. During or prior to the Entry Period:

1. Create an Instagram account (if you do not already have one) and make sure it is set to public.

2. Make an Instagram video, up to sixty (45) seconds, answering the following question: *What makes the holidays special in your hometown?* (“Submission”);
3. Save the Submission, direct message (“DM”) it to Sponsor’s Instagram account (@americaneagle) and include your name, age, and city/state in the DM.

NOTE: In the Submission, entrant shall wear plain or other non-descript, unbranded shirt/clothing.

4. Share your Submission on your Instagram stories, and tag @americaneagle and hashtag #AECcontest.

By successfully following the steps above to completion, and subject to the Entry Requirements and Entry Content Restrictions detailed herein, you will receive one (1) entry in the Contest (“Entry”). The terms Submission and Entry may be used interchangeable hereafter. Each individual submitting an Entry may be referred to as an “Entrant”. The Entry provided by each Entrant will be governed at all times by these Official Rules.

There is a limit of **one (1) entry per person** in the Contest, throughout the entire Entry Period.

ENTRY REQUIREMENTS: Failure to meet any of the below requirements may result in disqualification of an Entry, at Sponsor’s sole discretion.

1. Entrants agree to and understand that Entries will be made available to the public, including without limitation, posting on the Internet. Whether or not Entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Entries.
2. Each Entry must be an original creation of the submitting Entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor’s use of the Entry, and each Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person’s rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Contest Entities, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action, of whatsoever nature, that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant in this paragraph. Modifying, enhancing or altering a third party’s preexisting work does not qualify as Entrant’s original creation.
3. By uploading/posting/instagramming an Entry, the Entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Entry and each of its constituent parts, which rights include, without limitation, the Sponsor’s right to publish, make available to the public and/or reproduce the Entry through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or unrelated to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, Entrant warrants that any so called “moral rights” in the Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Entry or other submitted materials, whether or not Entrant has been awarded a prize (defined below) in connection with any such Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of the Contest Entities, and each of their respective owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Entrant or Entrant’s heirs, representatives, executors, administrators, or any other persons acting on Entrant’s

behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Entry and any portion thereof, or the likeness of any natural person therein.

4. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual and audio material contained in the Entries.
5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Entries.

Upon Entry, all Entries shall become the exclusive property of Sponsor and will not be acknowledged or returned. The Sponsor's database clock will be the official timekeeper for this Contest. For purposes of this Contest, an Entry is "received" online when the Sponsor's server records the Entry information. Proof of sending (e.g., a screen shot) does not constitute proof of actual receipt of an Entry for purposes of this Contest. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified.

ENTRY CONTENT RESTRICTIONS: Entries must not contain material that:

1. **Contains any content, including but not limited to references, depictions, or suggestive language, relating to political parties, past or present Presidents or past or present Administrations;**
2. **Contains any content, including but not limited to references, depictions, or suggestive language, relating to stances on any political issues or that is otherwise partisan or biased;**
3. Contains any content that is sexually explicit, sexually suggestive, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Sponsor, as determined by Sponsor in its sole and executive discretion;
4. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
5. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
6. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
7. Contains indecent or unsafe behavior or situations, profanities or obscenities, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
8. References persons or organizations without their written permission;
9. Disparages any persons or organizations;
10. Includes threats to any person, place, business or group;
11. Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Entry in the Contest 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.

Failure of any Entry to comply with the above Entry Requirements and Entry Content Restrictions, as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

PRIZE AND ITS APPROXIMATE RETAIL VALUE (“ARV”): Five (5) prizes (each a “Prize”, collectively “Prizes”) will be awarded to five Winners – one (1) Prize to each Winner. Each Prize consists of the following:

- A five (5) minute shopping spree in an American Eagle store (“Shopping Spree”) [ARV \$2,500.00]; and
- An incredible opportunity to deliver merchandise to a charity on behalf of Sponsor (“Charitable Giving”) [ARV \$0.00].

The approximate retail value (“ARV”) of each Prize is \$2,500.00 USD, and the total ARV of all Prizes in the contest is \$12,500.00 USD.

If any potential winner (“Winner”) is 18 but under the age of majority in his/her state/province of residence (a “Minor”), his/her Prize may be awarded his/her parent or legal guardian (“Parent”).

Requirements of Winner: Winners must be available to attend to travel and participate in the Prize on the following key weekends at a location determined in good faith by Sponsor:

- 11/8-9
- 11/15-16
- 11/22-23
- 12/7-8

All Winners must be able to attend and participate in both the Shopping Spree and the Charitable Giving. Winners must respond to Sponsor’s notification of being considered a Winner within twenty-four (24) hours (see Winner Notification section, below). **If any Winner is unable to abide by any portion of this Requirements of Winner section, Sponsor reserves the right to revoke Prize from that Winner and may (but is not required to) select a new Winner, all at Sponsor’s sole discretion.**

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

GRANT OF RIGHTS: Entries become the property of the Sponsor. By participating in the Contest, each Entrant hereby grants and agrees to grant to Sponsor and its affiliates, and to their respective successors, licensees, assignees and other authorized designees, a perpetual, fully-paid, royalty-free, transferable, fully sublicenseable, worldwide, irrevocable, non-exclusive right and license to reproduce, transcode, edit, modify, alter, combine with others, create derivative works from, transmit, disseminate, distribute, make available, exhibit, perform, publish and otherwise exploit the Entrant’s Entry in any media, manner, technology or content delivery mechanism now known or hereinafter devised for any purposes (including but not limited to merchandise and/or product design) without the necessity of obtaining further consent or making any payments. In connection with any such changes, modifications and/or other alterations, each Entrant

acknowledges and agrees that no such changes, modifications or alterations shall be deemed a violation of the moral rights of, or prejudicial to the honor or reputation, of such Entrant.

JUDGING/POTENTIAL WINNER DETERMINATION: Each of the submitted Entries will be judged according to the Judging Criteria (defined below). The five eligible Entrants who's Submissions scored the highest (in the sole opinion of the judging panel) subject to the terms herein, shall be declared the Winners. For the resolution of ties, see the Resolution of Ties section below. If a Winner is deemed ineligible or subject to disqualification for any other reason in accordance with these Official Rules, such Entrant will be disqualified and the eligible Submission, if any, that garnered the next highest score (in the sole opinion of the judging panel) will be declared the new Winner. The new Winner, if any, will need to meet all eligibility requirements and otherwise be in compliance with these Official Rules in order for such Entrant to be declared the Winner. Should the pool of Entrants be deemed ineligible or otherwise not in compliance with these Official Rules or not acceptable to Sponsor in Sponsor's sole discretion, **Sponsor may at its own discretion decide there are no Winners**, as applicable. Sponsor's decisions in all matters relating to this Contest will be final and binding.

JUDGING CRITERIA: Each eligible Submission will be judged (by the judging panel) in accordance with the following judging criteria (the "Judging Criteria"):

#1 CONTENT	0-25 points
#2 CREATIVITY	0-25 points
#3 UNIQUENESS	0-25 points
#4 IN LINE WITH AExME BRAND IMAGE	0-25 points

JUDGES' SCORING WILL BE AVERAGED AMONG PARTICIPATING JUDGES. THE JUDGES WILL SELECT ALL WINNERS BY 11/1/2019. THE SUBMISSIONS SCORING THE HIGHEST (IN THE SOLE OPINION OF THE JUDGES BASED UPON THE JUDGING CRITERIA) SHALL BE DECLARED THE WINNERS.

RESOLUTION OF TIES: In the event of a tie (i.e., multiple Entries garnering the same highest score, in the sole opinion of the judging panel), Sponsor will assemble an additional judging panel (selected in its

sole discretion) to judge only those Entries that received the same highest score in the sole opinion of the original judging panel, according to the Judging Criteria (defined above). This process may be repeated by Sponsor as necessary until the tie is resolved.

WINNER NOTIFICATION: The Entrants declared to be Winners will be notified by a comment and further instruction, left by Sponsor, on the winning Entrant's Instagram post ("notification"). Sponsor will select and notify Winners by **11/1/2019**. It is the Entrant's responsibility to timely set Instagram account settings to accept contacts by Sponsor and to timely check your account for potential receipt of such comments or other messages. Sponsor is not responsible for any failure of delivery of notice attempting to use such notification methods.

Failure to respond to Sponsor's notification within twenty-four (24) hours of notification by Sponsor, or to comply with any other provision herein, may result in the Winner being disqualified and an alternative Winner determined at Sponsor's sole discretion, pursuant to the Judging Criteria and Judging/Potential Winner Determination sections of these Official Rules.

If any notification or Prize is returned as undeliverable for any reason, Sponsor may decide, in its discretion sole, to award such Prize to an alternate eligible Entrant, pursuant to the Judging Criteria and Judging/Potential Winner Determination sections of these Official Rules, or if time does not permit (in Sponsor's sole opinion), to not award such Prize.

Acceptance of a Prize constitutes permission (except where prohibited) granted to Sponsor to use the Winner's name, likeness, picture, Instagram user name and handle, biographical information and statements and winning Entry for publicity, advertising, trade and promotional purposes in connection with the Contest, as well as in connection with any other purpose deemed appropriate by Sponsor, 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.**

Prize is not transferable, assignable, or redeemable for cash. No substitution for the Prize by the Winner will be allowed. If necessary, due to unavailability of the Prize for any reason, a prize of equal or greater value will be awarded at the sole discretion of the Sponsor. Prize may not be sold, bartered or exchanged by Winner. Prize is provided "as is" and without any warranty of any kind. Winner is responsible for all Federal, state and local taxes and fees associated with Prize receipt and/or use. By accepting the Prize, Winner acknowledges compliance with these Official Rules.

WINNER VERIFICATION REQUIREMENTS:

- Winners (or parent/legal guardian if Winner is a Minor) may be required to provide proof of age and contact information via a scanned copy of their government issued ID within two (2) business days, or the Prize may be forfeited and alternate Winner may be selected (at Sponsor's sole discretion).
- Winners may be required to sign, notarize, and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited by law) and provide any additional information that may be required, or Prize may be forfeited and alternate Winner may be selected (at Sponsor's sole discretion).
- Winners may be required to sign, notarize, and/or return any additional inspiration/design information that may be required, or Prize may be forfeited and alternate Winner may be selected (at Sponsor's sole discretion)

GENERAL RULES: Winners will be sent his/her Prize at mailing address provided. If a 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 Winner's parent or legal guardian. Applicable taxes or surcharges related to the Prize are the sole and exclusive responsibility of Winner. Return of any Prize or Prize notification as undeliverable will result in disqualification of the Winner, and an alternate Winner selected. Sponsor shall have no

liability for any Winner notification that is lost, intercepted or not received by a Winner for any reason. Winning is contingent on fulfilling all requirements set forth in these Official Rules. Acceptance of Prize constitutes permission to use Winner's names, likenesses, photographs, social media names and handles, voices, opinions and/or hometown and states/provinces for promotional purposes in any media, worldwide, without further payment or consideration except where prohibited by law. Sponsor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and its vendors assume no responsibility or liability for damages, losses or injury resulting from acceptance or use/misuse of Prize. Any fees, duties, or tariffs required to accept delivery of any Prize is the sole responsibility of Winner. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision.

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

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

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

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

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

RELEASE OF LIABILITY: By submitting a Entry or otherwise participating in the Contest, Entrant understands and agrees: (i) to be bound by these Official Rules and by all applicable laws and the decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of your rights to bring any claim, action, or proceeding against any of the Releasees in connection with the Contest; and (iv) to release, indemnify, and hold harmless Releasees from any liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest or any information provided by Entrant in connection with the Contest, including but not limited to any Contest-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 Contest or in any parts thereof, (b) the Entry and any information submitted by participant in the Contest, (c) the violation of any third party privacy, personal, publicity or proprietary rights, (d) typographical errors in these Official Rules or any Contest-related materials, (e) acceptance, possession, defects in, use, misuse or inability to use a Prize (or any component thereof), (f) 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 beyond Sponsor's sole control, or as otherwise permitted in these Official Rules, (g) any interruptions in or postponement, cancellation, or modification of the Contest, (h) human error, (i) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the Entry information or any parts thereof), (j) any technical malfunctions or unavailability of any websites, or any telephone network, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Releasees or by an Entrant, (k) interruption or inability to access the Contest, any website, or any other Contest-related web pages (in either direction), or any Internet online service or cellular service (as applicable) due to hardware or software compatibility problems, (l) 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 Contest, (m) any lost/delayed data transmissions (in either direction), omissions, interruptions, defects, and/or any other errors or malfunctions, (n) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (o) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releasee, or any of their agents or employees, and/or (p) 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, (q) lost, stolen, damaged, delayed, or misdirected baggage or (r) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). The Winner hereby acknowledges that the Releasees have neither made nor are in any manner responsible or liable for any express or implied warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize or any component thereof.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or privacy policy and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

OFFICIAL RULES/WINNER'S LIST: For a copy of these Official Rules or an official Winner's List send a self-addressed, stamped envelope by November 2, 2019 to the AE SHOP & GIVE BACK CONTEST: GIVE.LOVE.GET. Contest, 77 Hot Metal St., Pittsburgh, PA 15203. Residents of Vermont with a return address in Vermont (as applicable) may omit return postage on their request.

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ABBREVIATED RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Contest starts at 9:00 am ET on October 8, 2019 and ends at 3:00 am ET on October 30, 2019. Open only to residents of the 50 U.S. states and DC. Must be 18 or older to enter. Enter by sharing a video on Instagram responding to What makes the holidays special in your hometown? One entry per person. 5 winners will be selected with a match up to \$2,500 each. Total matching donation not to exceed \$12,500 USD. See Official Rules: <http://blog.ae.com/2019/10/08/shop-and-give-back-contest/>. Void where prohibited. This promotion is not sponsored or endorsed by, or affiliated with Instagram. Sponsor: AEO Management Co., © 2019 AEO Management Co. All rights reserved.