

**“24 HOUR ARTIST GIVEAWAY SWEEPSTAKES”
OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

The “24 Hour Artist Giveaway” Sweepstakes starts at 12:00am Eastern Time on 8/6/09 and ends at 11:59pm Eastern Time on 8/6/09. The sponsor of this Sweepstakes is American Eagle Outfitters, Inc., 77 Hot Metal Street, Pittsburgh, PA 15203 (the “Sponsor”). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. 13 YEARS OF AGE OR OLDER AND OF CANADA (EXCEPT RESIDENTS OF THE PROVINCE OF QUEBEC) 13 YEARS OF AGE OR OLDER

SWEEPSTAKES IS VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

Employees and their families (defined as parent, child, sibling and spouses) of the Sponsor, its affiliates, subsidiaries, parent companies and agencies (collectively, the “Promotion Parties”) and those living in the household of same (whether related or not) are not eligible to enter or win. By entering this contest, entrants agree to abide by all terms of these Official Rules. All U.S. Federal, state and local rules and regulations apply. A prize won by a minor will be awarded in the name of said minor’s parent or legal guardian. By entering this contest, entrants agree to abide by all terms of these Official Rules.

PRIVACY INFORMATION: The information obtained from the entry will only be used by American Eagle Outfitters and its affiliates in order to distribute the prize. For more details, please see our privacy policy at and www.ae.com.

American Eagle Outfitters will not sell, rent, lease or otherwise transfer entrant personal contact information to any non-American Eagle Outfitters company for any purposes other than as required for the administration and/or fulfillment of the Sweepstakes.

The laws of the Commonwealth of Pennsylvania apply to and govern this Sweepstakes and any claims must 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 Puerto Rico, all U.S. territories and possessions, the Province of Quebec, overseas military installations and where prohibited or restricted by law.

HOW TO ENTER THE SWEEPSTAKES:

Beginning at 12:00 am (ET) on 8/6/09 and continuing during the Entry Period, there will be two ways to enter the “Artist Giveaway” Sweepstakes and two different methods of winner determination as specified below.

(1) To enter via Facebook, entrants must first become a Facebook fan page of American Eagle Outfitters (www.facebook.com/americanagleoutfitters).

A question will be posted in the status update field every hour on the hour, during the Sweepstakes. Anyone who answers correctly will be automatically entered (“Facebook Entry”) into the Sweepstakes and eligible as detailed below .

(2) To enter on Twitter, entrants must become a follower of [@american_eagle](https://twitter.com/american_eagle) and tweet the phrase “**RT @american_eagle Love The Artist Jean By American Eagle! Find out how you can win @ <http://tinyurl.com/aeartist>. Once you have done this, you will be entered (“Twitter Entry”) into the Sweepstakes and eligible as detailed below .**” Entrants may only win once during the Sweepstakes.

WINNER SELECTION: Winners from among Facebook Entries will be selected in a series of random drawings from among all eligible Facebook Entries. One (1) Facebook winner will be chosen every hour on the hour during the Sweepstakes. Winners from among Twitter Entries will be selected in a series of random drawings from among all eligible Twitter Entries. One (1) Twitter winner will be chosen every hour on the hour during the Sweepstakes. If the potential winner is a United States resident, he or she (or potential winner’s parent or legal guardian if potential winner is a minor in the legal jurisdiction in which he or she resides) may be required to execute and return a notarized Affidavit of Eligibility/Release of Liability, an IRS W-9 form and where legal, a Publicity Release form within ten (10) days of date of issuance. If the potential winner is a Canadian resident, he or she (or potential winner’s parent or legal guardian if potential winner is a minor in the legal jurisdiction in which he or she resides) may be required to execute and return a Declaration of Eligibility/Release document within ten (10) days of date of issuance. Failure to return all required forms within this time period, or to comply with any other provision herein, may result in the potential winner being disqualified and an alternate potential winner selected at the sole discretion of the Sponsor. Any/all Canadian winners will be required to correctly answer, without assistance of any kind, a timed mathematical skill-testing question administered by telephone or e-mail. Prizes are not transferable, assignable, or redeemable for cash. No substitution for a prize by the winner will be allowed. Prize must be accepted as awarded. If necessary, due to unavailability of a prize or parts thereof for any reason, a comparable prize will be awarded at the sole discretion of the Sponsor.

PRIZES: Forty-eight [48] total prizes will be awarded): Each winner will receive a pair of Artist Jeans (from among available styles, color and sizes as determined by Sponsor). Approximate retail value per prize is US \$29.50-\$49.50 depending the specific jean awarded (approximately \$39.50-\$59.50 CAD). Total value is US \$1,416-\$2,376 (\$approximately 1,896-\$2,856 CAD). Odds of winning a prize depend on number of eligible entries received.

LIMITATIONS ON LIABILITY: The Promotion Parties and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations, retailers and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents, (collectively, "Releasees") shall not be liable to winner or any other person for failure to supply the prize or any part thereof, 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 the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, 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.

GENERAL: By entering this Sweepstakes, entrants agree that Releasees shall not be liable for personal injuries, death, dismemberment, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Sweepstakes or acceptance of or use or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, dismemberment, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Winners release the Releasees from any and all liability and responsibility with respect to the prize (including any property loss, damage, personal injury or death). Winners acknowledge the aforementioned individuals and entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize.

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, in Sponsor's sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award the prizes from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN

ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If a dispute arises about who submitted an entry on the Entry Site, the entry will be deemed submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the potential winning entry and that all eligibility requirements are met.

WINNERS LIST: For an Official Winner's List, (available after 9/1/09) or a copy of these Official Rules, send a self-addressed, stamped (residents of Vermont and of Canada may omit return postage) envelope to "24 Hour Artist Giveaway" - WINNER'S LIST - OR - OFFICIAL RULES (*please specify which you are requesting*), PO Box 56436, Sherman Oaks, CA 91413. Official Rules are also available during the Online Entry Period at the Entry Site.

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