#WISHFORIT PROMOTION
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

PROMOTION IS OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO AND CANADA, 13 YEARS OR OLDER AT THE TIME OF ENTRY.

VOID ELSEWHERE AND WHERE PROHIBITED BY LAW.

The #WishForIt Promotion (the "Promotion") is sponsored by Aéropostale, Inc. 112 W. 34th St. New York, NY, 10120, USA ("Sponsor"), and is administered by Prize Logic, LLC, 25200 Telegraph Rd. Suite 405, Southfield, MI 48033, USA ("Administrator").

1. **PROMOTION PERIOD AND TIMING:** The Promotion begins on November 4, 2013 at 12:00 PM (noon) Eastern Time ("ET") and ends on November 22, 2013 at 11:59:59 PM ET (the "Promotion Period"). The Promotion consists of a "Contest" and a "Sweepstakes". Both the Contest and the Sweepstakes consists of nineteen (19) daily entry periods (each a "Daily Entry Period") as set forth in the chart below:

Daily Entry Period	Start Date (at 12:00 AM ET that day)	End Date (at 11:59:59 PM ET that day)	Random Drawing Date (On or About)
1	November 4, 2013 (12:00 P.M. [noon] ET)	November 4, 2013	November 5, 2013
2	November 5, 2013	November 5, 2013	November 6, 2013
3	November 6, 2013	November 6, 2013	November 7, 2013
4	November 7, 2013	November 7, 2013	November 8, 2013
5	November 8, 2013	November 8, 2013	November 11, 2013
6	November 9, 2013	November 9, 2013	November 11, 2013
7	November 10, 2013	November 10, 2013	November 11, 2013
8	November 11, 2013	November 11, 2013	November 12, 2013
9	November 12, 2013	November 12, 2013	November 13, 2013
10	November 13, 2013	November 13, 2013	November 14, 2013
11	November 14, 2013	November 14, 2013	November 15, 2013
12	November 15, 2013	November 15, 2013	November 18, 2013
13	November 16, 2013	November 16, 2013	November 18, 2013
14	November 17, 2013	November 17, 2013	November 18, 2013
15	November 18, 2013	November 18, 2013	November 19, 2013
16	November 19, 2013	November 19, 2013	November 20, 2013
17	November 20, 2013	November 20, 2013	November 21, 2013
18	November 21, 2013	November 21, 2013	November 22, 2013
19	November 22, 2013	November 22, 2013	November 25, 2013

The Administrator's computer is the official Promotion clock.

2. **ELIGIBILITY:** This Promotion is offered only to legal resident of the fifty (50) United States (including the District of Columbia), Puerto Rico and Canada who are at least thirteen (13) years old at the time of entry. Officers, directors, agents, sales representatives, distributors, and employees (and the household members and immediate family members, e.g., children, spouse, siblings, parents and the "steps" of each of the aforementioned) of Sponsor, Mass Relevance Inc., Administrator and their respective parent companies, subsidiaries, affiliates and their advertising, promotion and web design agencies (the "Promotion Entities"), and other individuals/entities associated with this Promotion are not eligible to enter or win. All federal, state, provincial, territorial, and local laws apply. Void elsewhere and where prohibited or restricted by law. Participation constitutes entrants full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER THE CONTEST AND SWEEPSTAKES:**

   A. **The Contest:** NO PURCHASE NECESSARY to enter the Contest. A purchase will not increase your chances of winning. During the Promotion Period: (1) describe or take an original picture of what you wish for as your ultimate gift for the 2013 Holiday Season (each a "Wish"); (2) tag your Wish with the hashtag "#WishForIt"; and (3) enter the Contest by submitting your Wish through any one of the methods listed below. Upon successfully completing the steps listed below to submit a Wish through Twitter, Instagram or Facebook, entrant will receive one (1) Contest entry (the "Contest Submission") into the applicable Daily Entry Period. Contest Submissions are entered into the applicable Daily Entry Period only and do not carry forward into future Daily Entry Periods.

      i. Twitter: An eligible entrant must logon to his/her Twitter account, become a follower of @Aeropostale (if not already a follower of @Aeropostale), and Tweet his/her Wish including the hashtag "#WishForIt" to receive one (1) entry ("Twitter Entry") into the Contest.

         Note: An entrant is not required to have wireless plan to receive an entry into the Contest. An entrant must have a non-private Twitter account to enter the Contest and must be a follower of @Aeropostale for at least sixty (60) days after November 5, 2013 (for winner notification purposes) to be eligible to claim a prize. If an entrant does not have a non-private Twitter account, he or she can create one at no cost at www.twitter.com. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy is available at: www.twitter.com/privacy. Due to the way Twitter operates its service, entries from Twitter users with "protected" updates (i.e., entrant has set his or her account so that only people the entrant has approved can view his or her updates) may not be received. If an entrant tweets via SMS from his or her wireless phone, the entrant's wireless service provider may charge the entrant for each text message sent and received. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply.

      ii. Instagram: An eligible entrant must logon to his/her Instagram account and post his/her Wish (an as "Image" only) with the hashtag "#WishForIt" to receive one (1)

entry ("Instagram Entry") into the Contest. An entrant must have a public account for winner notification purposes to be eligible to win/claim a prize as set forth in Section 7.

Note: An entrant is not required to have wireless plan to receive an entry into the Contest. To participate using Instagram, an entrant must download the Instagram Application onto a mobile device capable of taking a photograph and accessing the Instagram services and create an account if he/she does not already have an account. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Use of Instagram will be subject to that service provider's privacy policy and terms of use. The Instagram privacy policy is available at: http://instagram.com/about/legal/privacy. Due to the way Instagram operate its services, entries from Instagram users with "protected" updates (i.e., entrant has set his or her account so that only people the entrant has approved can view his or her updates) may not be received.

iii. Facebook: An eligible Entrant must logon to his/her Facebook account and visit the Aéropostale Facebook page https://www.facebook.com/aeropostale. Sponsor will post a "Contest Featured Post" each day during the Daily Entry Period and entrant must post his/her Wish with the hashtag "#WishForIt" in the comment section of the "Contest Featured Post" to receive one (1) entry ("Facebook Entry") into the Contest.

Note: An entrant is not required to have a wireless plan to receive an entry into the Contest. By participating in the Contest, entrant understands that he or she is providing his or her information to Sponsor and not Facebook. Further, entrant specifically agrees to release Facebook from any and all liability associated with this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Use of Facebook will be subject to that service provider's privacy policy and terms of use. The Facebook privacy policy is available at: https://www.facebook.com/about/privacy.

B. The Sweepstakes: Regardless of the method of entry listed above, upon completion of submitting a Contest Submission, Entrant will automatically receive one (1) Sweepstakes entry into the applicable Daily Entry Period ("Sweepstakes Entry"). Sweepstakes entries are entered into the applicable Daily Entry Period only and do not carry forward into future Daily Entry Periods.

C. General Terms: Limit one (1) Contest Submission and one (1) Sweepstakes Entry per person per day, per method of entry, during the Promotion Period. Any attempted form of participation in this Promotion other than as described herein is void. By submitting a Contest Submission, entrant hereby grants permission for the Contest Submission to be posted on the Sponsor's website or other website for public view. Although all Entries may be reviewed by Sponsor's designee before being judged, posted or published, the posting or publication of a Contest Submission does not mean the Contest Submission has been deemed to be in compliance with these Official Rules.

4. CONTEST SUBMISSION GUIDELINES AND REQUIREMENTS: Each Contest Submission:

A. Must be in English (or if in Quebec, entry may be in French or English);
B. Must include the hashtag "#WishForIt";

C. Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, Submissions that belong to others, Entries of other people, quotes from other people, or parodies of other people);

D. Must not have been submitted previously in a promotion of any kind and has not been exhibited or distributed previously in any media;

E. No watermarks, signatures, or copyright notices may be added to any Contest Submission;

F. Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Promotion;

G. Must not include personally identifiable information;

H. Must not in any way contain any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted entrant a limited license to use for purposes of this Promotion;

I. Must comply with all other Entry Guidelines and Requirements and provisions of these Official Rules;

J. Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;

K. Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:

i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;

ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;

iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

L. Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;

M. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

N. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Contest Submission is created or otherwise promotes or unlawful, illegal, unsafe or reckless behavior.

Each entrant represents and warrants that the Contest Submission does not infringe on any third party's intellectual property rights as referenced above, and, in connection thereto, each entrant hereby releases, discharges and holds the Promotion Entities and their respective directors, members, shareholders, officers, employees, agents, successors, and assigns, harmless from and against any and all claims of any kind relating to this Promotion or use/misuse of any prize, including but not limited to any and all claims resulting from the infringement of a third party's intellectual property rights or right of publicity. **By entering the Contest, each entrant warrants and represents the following with respect to his/her Contest Submission: (a) the Contest Submission is 100% original and Entrant's own creation; and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.**

5. **SPONSOR'S IP/LIMITED LICENSE:** Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Promotion. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and entrants agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrants in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrants shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making a Submission in this Contest, and that any use of Sponsor's IP (whether in the entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

   Each entrant retains ownership of his/her Contest Submission. Each entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the Entrants with the Entrant's Contest Submission or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly)license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally each entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Promotion.

   Once a Contest Submission is entered into the Contest, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN A PRIZE STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. 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 Contest Submission.

6. **JUDGING PHASE AND SELECTION OF THE CONTEST WINNER:** At the end of each Daily Entry Period, all eligible Contest Submissions received will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score each Contest Submission according to the following weighted judging criteria (collectively, "Judging Criteria"): (1) Creativity- 33%; (2) Originality- 33%; and (3) Fit with #WishForIt theme- 34%. The one (1) Contest Submission that receive the highest overall score from each Daily Entry Period will be deemed a potential Contest prize winner. In the event of a tie, the tied Contest Submissions will be reviewed by the Judges and the Contest Submission with the highest score in the Creativity category will be named the potential Contest prize winner. In no event will there be more than one (1) Contest prize winner per Daily Entry Period. In no event will there be more than nineteen (19) Contest prize winners during the entire Promotion Period. Limit one (1) Contest prize per Entrant during the Promotion Period.

7. **SWEEPSTAKES RANDOM DRAWING AND ODDS OF WINNING:** On or about the Random Drawing Dates set forth in the chart in Section 1, Administrator will randomly select ten (10) Sweepstakes winners from among all eligible Sweepstakes Entries received during each Daily Entry Period. Non-winning entries will not carry over into subsequent Daily Entry Periods. There will be a total of one hundred ninety (190) Sweepstakes winners. In no event will more than the stated number of prizes be awarded. **All selected Sweepstakes winners are deemed potential winners pending Sponsor completing verification of each respective winner's eligibility and compliance with these Official Rules**. Limit one (1) Sweepstakes prize per Entrant during the Promotion Period. An entrant may win both a Contest prize and a Sweepstakes prize.

   The odds of winning a Sweepstakes prize depend upon the total number of eligible Sweepstakes Entries received during the applicable Daily Entry Period.

8. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

   A. **Contest Prizes (19 total, 1 per Daily Entry Period):** Each Contest prize winner will receive a $1,000 check denominated in US Dollars, which Contest prize winner may use towards the purchase his/her winning Wish. The ARV of each Contest prize is USD $1,000.00 / CAD $1,031.10.

   B. **Sweepstakes Prizes (190 total, 10 per Daily Entry Period):** Each Sweepstakes winner will receive one (1) gift card as set forth below. The specific gift card that an individual winner will receive will be selected by Sponsor in its sole discretion from the list of prizes for each Daily Entry Period as set forth below. Each gift card has a value of $250 and is denominated in US Dollars. Each gift card has an ARV of USD $250.00 / CAD $ 257.77. The available gift cards for each Daily Entry Period are listed in the chart below:

Daily Entry Period	Prize Allocation
1	Two (2) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Six (6) $250 Aéropostale® gift card
2	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
3	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
4	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
5	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
6	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
7	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
8	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
9	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
10	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
11	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift

	Card, Seven (7) $250 Aéropostale® gift card
12	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
13	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
14	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
15	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
16	One (1) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
17	Two (2) $250 iTunes® Gift Card, One (1) $250 AMEX® Gift Card, Seven (7) $250 Aéropostale® gift card
18	Two (2) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Six (6) $250 Aéropostale® gift card
19	One (2) $250 iTunes® Gift Card, Two (2) $250 AMEX® Gift Card, Six (6) $250 Aéropostale® gift card

C. Total ARV: The total ARV of all Prizes in the Contest is USD $19,000/ CAD $19,564.30. The total ARV of all Sweepstakes Prizes is USD $47,500/ CAD $48,910.75.

D. General Prize Conditions: Terms and conditions of gift cards apply. Each gift card is subject to the terms and conditions set forth on the gift card. Each gift card is redeemable for merchandise only and will not be redeemed or exchanged for cash, except where required by law. Each Gift Card will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced. iTunes® Gift Card redeemable only on iTunes Store for U.S. and requires an iTunes account, subject to prior acceptance of license and usage terms. To open an account you must be above the age of 13 and in the U.S. Compatible software and hardware, and Internet access required. Not for resale. Full terms apply, see www.apple.com/legal/itunes/us/gifts.html. iTunes is a registered trademark of Apple Inc. Apple is not a participant or sponsor of this promotion. TM and © 2009 Apple Inc. All rights reserved.

Each Winner shall be solely responsible for payment of any and all applicable federal, state, provincial, territorial, and local taxes for any prize won.

9. WINNER NOTIFICATION AND REQUIREMENTS:

A. Winner Notification: The potential Sweepstakes and Contest prize winners will be notified after the conclusion of each Daily Entry Period, by Sponsor or its authorized designee via the platform used to enter the Promotion. Each potential winner must visit the prize redemption website and complete all required information by 11:59:59 PM ET on December 31, 2013, in order to claim his/her prize.

i. If a potential winner entered via Twitter, he/she will be contacted by Direct Message from Administrator's Twitter handle or a Twitter handle associated with the Promotion with instructions on how to proceed with claiming the prize, which will include a link to the prize redemption website. .

ii. If a potential winner entered via Instagram, he/she will receive a comment on the

image from the Administrator with instructions on how to proceed with claiming the prize, which will include a link to the prize redemption website.

iii. If a potential winner entered via Facebook, he/she will receive a reply back message to the potential winner's comment on Facebook with instructions on how to proceed with claiming the prize, which will include a link to the prize redemption website.

B. Contest Prize Requirements: Before being declared a Contest Winner, the potential Contest prize winner will be required to execute and return a notarized Affidavit of Eligibility/Liability & Publicity Release if a US resident or a Declaration of Eligibility/Liability & Publicity Release, if a Canadian resident, and a tax acknowledgment form ("Winner Documents"). The Sponsor or its authorized designee must receive the potential Contest prize winner's Winner Documents within three (3) calendar days from the date the e-mail notification is sent by the Sponsor or its designee or the Contest prize may (in Sponsor's sole discretion) be forfeited. If the potential Contest prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Contest prize or, if Sponsor or its authorized designee is unable to contact the potential Contest prize winner, or in the event that the e-mail notification or Contest prize is returned undeliverable, the Contest prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Contest prize may be awarded to an alternate potential Contest prize winner selected according to the judging process set forth in Section 6 of these Official Rules. The potential Contest prize winner may be required to furnish proof of identification.

C. Sweepstakes Prize Requirements: If a potential Sweepstakes prize winner is found to be ineligible or not in compliance with these Official Rules or declines to accept a Sweepstakes prize, or in the event that the Sweepstakes prize is returned undeliverable, the Sweepstakes prize will be forfeited. If a Sweepstakes prize is forfeited for any reason, an alternate Sweepstakes prize winner may be selected in a random drawing from all remaining eligible Sweepstakes Entries received.

D. For Canadian residents only: To be declared a Contest winner or a Sweepstakes winner, each potential Canadian winner must answer correctly, without assistance of any kind, a mathematical skill-testing question posed by e-mail. If a selected potential Canadian winner fails to correctly answer the question, he/she will be disqualified and another entrant will be chosen as set forth in Section 9B or 9C.

E. General Prize Conditions: Allow 6 – 8 weeks after a prize winner's verification of eligibility and compliance with these Official Rules for shipment of a prize. Promotion Entities shall not be held responsible for any delays in awarding prizes for any reason. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of prize or force majeure. Prizes are not redeemable for cash nor are they transferrable. Prizes that are not awarded due to failure of eligibility verification or other reasons beyond the reasonable control of Sponsor will not be re-awarded. Applicable taxes, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely the responsibility of the Contest Winner, or Sweepstakes Winner (individually, "Winner" and collectively, "Winners").

10. RELEASE: By acceptance of a prize, each Winner hereby release and agrees to indemnify and hold harmless the Promotion Entities from and against any and all claims of any kind relating to this Promotion or use/misuse of any prize, including but not limited to any and all

costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander, false advertising, intellectual property right infringement), due in whole or in part, directly or indirectly, to participation in the Promotion including attachment of any video or photograph, or arising out of participation in any Promotion or prize related activity.

11. **LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, email, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Page or any web site(s). The Promotion Entities are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Promotion. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a Winner(s), in a manner it deems fair and reasonable including the selection of the Contest Winner/Sweepstakes Winners from among eligible Submissions/Sweepstakes Entries received prior to such cancellation, termination, modification or suspension); and in such event, to select the winners by such method as Sponsor in its sole discretion shall consider equitable, subject to approval of the RACJ in Quebec. **THE PROMOTION ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.** Further, the Promotion Entities are not responsible for, and shall be indemnified by any Winner from and against any and all claims of any kind relating to this Promotion or use/misuse of any prize, including but not limited to any and all claims, injuries, losses or damages of any kind resulting from the acceptance, possession, or loss of a prize.

    In addition, the Promotion Entities are not responsible for and shall be defended, indemnified, held harmless and released by each Winner from and against any and all claims of any kind relating to this Promotion, including but not limited to any and all claims, liabilities, lawsuits, judgments, causes of action, proceedings, injuries, death, losses, costs, expenses or damages of any kind resulting from, in connection with, or arising from acceptance, receipt, delivery, use, nonuse, misuse, defect in, inability to use, possession, or loss of prize. The Promotion Entities shall not be liable to any Winner or any other person for 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 entities (whether or not they prove to be valid); equipment failure; terrorist acts; earthquake; fire; flood; war; 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. As a condition of participating in this Promotion, each Entrant agrees to release, defend, indemnify and hold harmless the Promotion Entities from and against any injuries, death, losses, costs, expenses, damages, claims, judgments, causes of action and any liability of any kind in connection with, resulting from or arising from the Promotion, participation in the Promotion, including without limitation, acceptance, receipt, delivery, possession, use, misuse, inability to use, defect or nonuse or loss of the prize that may be awarded.

12. **DISPUTES: EXCEPT WHERE PROHIBITED BY LAW, THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, USA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN, USA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN, USA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN, USA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

    FOR QUEBEC RESIDENTS ONLY: ANY DISPUTE RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUEBEC FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAYBE SUBMITTED TO THE RÉGIE ONLY FOR THE SOLE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.

13. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy for US residents http://www.aeropostale.com/helpdesk/index.jsp?display=safety&subdisplay=privacy and http://www.aeropostale.com/helpdesk/index.jsp?display=safety&subdisplay=policy for Canadian resident.

14. **PUBLICITY RIGHTS:** By entering the Promotion and/or accepting a prize, Entrants agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, Submissions, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but

not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

15. **GENERAL:** By participating in this Promotion, Entrants agree to abide by and accept these Official Rules throughout the Promotion Period and the decisions of Sponsor or Administrator, which shall be final and binding in all matters relating to this Promotion. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. All federal, state and local laws and regulations apply. If it is discovered that an entrant has entered or attempted to enter using multiple e-mail addresses, Facebook accounts, Twitter accounts, Instagram accounts or multiple identities, all of that entrants Contest submissions and Sweepstakes entries will be declared null and void and any prize an entrant might have been entitled to will not be awarded. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY PAGE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All Submissions and/or materials submitted become the property of Sponsor and will not be returned. The Promotion is void in all jurisdictions except those specifically included herein and wherever restricted or prohibited by law. Federal, state and local taxes, if any, are the sole responsibility of Winners. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion Materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Promotion as set forth in these Official Rules shall prevail.

16. **WINNERS LIST:** For the name of all Winners, send a self-addressed, stamped business size envelope to: #WishForIt Promotion, P.O. Box 251328, West Bloomfield, MI 48325, USA. Winners List requests must be received no later than January 15, 2014. Canadian residents may omit return postage.

SPONSOR: Aéropostale, Inc., 112 W. 34th St. New York, NY, 10120, USA.

Customer service inquiries can be made contacting Administrator at Contact Us.

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