

**AMERICAN AIRLINES
MILES FOR YOUR THOUGHTS
PROMOTION/SWEEPSTAKES RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE.**
2. **TO ENTER.** Between 11:01 a.m. Central Time (“CT”) on December 3, 2012 and 10:59 p.m. CT on December 17, 2012 (“Promotional Period”), complete an official entry form online in the manner listed below. All entries must be received by 10:59 p.m. CT on December 17, 2012. Complete an official entry form online at www.facebook.com/aadvantage and “like” the American and AAdvantage Facebook pages. Then fill out the required fields and click “Submit”. Once submitted, all entries become the exclusive property of American Airlines, Inc. (“American Airlines”, “Sponsor” and/or “Administrator”) and will not be acknowledged nor will they be returned. Limit one (1) entry per person.
3. **ELIGIBILITY.** Promotion/Sweepstakes open to individuals with a Facebook account and who are active American Airlines AAdvantage® members with a valid AAdvantage® account number and a valid email address, legally residing in the fifty (50) United States, the District of Columbia and Puerto Rico who are 18 years of age or older at the time of entry; provided, however, that entry cannot be made from a computer, mechanical device, or electronic device at a place of business in the State of Georgia. Employees and agents of Sponsor, Administrator and each of their parents and affiliates, agencies, distributors, wholesalers and retailers, and members of such employees’ and agents’ immediate families and individuals living in the same household with such employees, are not eligible to enter or win the Sweepstakes. Void where prohibited or otherwise restricted by law. This Promotion/Sweepstakes is open to the first 200,000 eligible entrants; provided that no entry into the Sweepstakes can be given to an entrant that at the time of their entry, all drawings have been held.
4. **PRIZE DETAILS AND RELATED TERMS:**
 - (a) Upon submitting information into the Promotion, each entrant will receive 500 American Airlines AAdvantage® miles;
 - (b) Entrants will be entered for a chance to win one of four (4) possible prizes in a random Sweepstakes drawings from among all eligible entries received by Sponsor.
 - (c) Total approximate retail value (the “ARV”) of all Prizes is up to \$2,500. For any entrant who wins one (1) of the four (4) possible Sweepstakes drawings, their individual ARV will be the ARV of the specific Sweepstakes won, as follows:
 - Three (3) Second Place prizes of 25,000 AAdvantage® Mile Sweepstakes (total ARV of \$1500)
 - One (1) Grand Prize of 50,000 AAdvantage® Mile Sweepstakes (total ARV of \$1,000)

AAdvantage® Miles can be used for air transportation on American Airlines or its “Airline Associates” (American Eagle, Executive Airlines or the AmericanConnection® carrier), oneworld® carriers or select AAdvantage® participating airlines, car rentals, hotel stays and other awards available at AA.com/redeem (the “Prizes”). If AAdvantage® miles are redeemed for air transportation, Winners are responsible for the full cost of transportation to and from their departure and arrival city. Winners are responsible for any and all applicable fees, service charges, surcharges or passenger

facility charges and all insurance costs, federal, state, local and foreign taxes, if any, gratuities, meals, incidentals and any other unspecified expenses associated with acceptance or use of the Prize. Some of these taxes, fees and other amounts may be due upon booking/ticketing the AAdvantage® award travel. American Airlines AAdvantage® miles will be credited to the AAdvantage® account of each Winner six to eight weeks following the end of the Promotional Period. Winner must provide a valid AAdvantage® membership number in order to receive the mileage credit. American Airlines AAdvantage® miles awarded in this promotion will not count toward elite status qualification, Million Milersm status or any other promotional benefit that American Airlines may offer in the AAdvantage® program. Entrants who are not AAdvantage® members may join at no cost online at www.aa.com and click on AAdvantage® or by calling the AAdvantage® membership desk at 1-800-882-8880. The credited miles may thereafter be redeemed in any manner consistent with the AAdvantage® program Terms and Conditions, which are subject to change at any time without notice and can be found at www.aa.com/aadvantage when you click on Program Details and then click on AAdvantage® program Terms and Conditions. Determination of income tax liability on AAdvantage® travel awards is the responsibility of the Winner. American Airlines may, among other things, (i) withdraw, limit, modify, or cancel any award; (ii) change program benefits, mileage levels, participant affiliations, conditions of participation, rules for earning, redeeming, retaining or forfeiting mileage credit, or rules for the use of travel awards; or (iii) add travel embargo dates, limit the number of seats available for award travel (including, but not limited to, allocating no seats on certain flights) or otherwise restrict the continued availability of travel awards or special offers. American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. American Airlines may make any one or more of these changes at any time even though such changes may affect your ability to use the mileage credit or awards that you have already accumulated. AAdvantage® travel awards, accrued mileage credits and special offers are subject to government regulations. American Airlines is not responsible for products and services offered by other participating companies. For complete AAdvantage® program details, visit www.aa.com/aadvantage. Sponsor is not liable for any expense incurred as a consequence of a flight cancellation or flight delay. Travel is subject to availability and certain other restrictions, which are subject to change in the sole discretion of Sponsor. Flight schedules subject to change without notice.

5. **DRAWING AND AWARDING OF PRIZES.** During the Promotional Period, four (4) random Sweepstakes drawings will be conducted by the Administrator from among all eligible entries received by Sponsor. Drawings will only be held on or about December 18, 2012. The Sponsor/Administrator's decisions will be final in all matters relating to the Sweepstakes. The potential Winners will be notified by phone, and or email. The potential Winners will be required to sign an affidavit of eligibility (which affirms that he/she has complied with these rules) as well as a liability release, and where legal, a publicity release, each of which, if issued, must be completed, signed and returned within five (5) days from date of issuance, or the Prize will be forfeited and awarded to an alternate Winner. If any Prize, Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate Winner. Except where prohibited, acceptance of a Prize constitutes Winner's consent to use of his/her name and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor. By accepting Prize, Winner acknowledges compliance with these official rules. If a potential Winner is considered a minor in his/her jurisdiction of residence, the foregoing documents must be signed by his/her parent or legal guardian and such Prize will be delivered to minor's parent/legal guardian and awarded in the name of minor's parent/legal guardian. Prize is provided

“as is” and without any warranty of any kind. Prize is non-transferable. No cash redemption or Prize substitution allowed by Winner. Sponsor reserves the right to substitute Prize of equal or greater value if advertised Prize becomes unavailable. Limit one Prize per household/family.

6. **ODDS**. Odds of winning depend upon the number of eligible entries received.
7. **USE OF DATA**. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.aa.com/privacy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
8. **TAXES**. Any valuation of the Prizes stated above is based on available information provided to the Sponsor. The value of the Prizes will be taxable to Winners as income. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these official rules are solely the Winner's responsibility. Winners are solely responsible for reporting and paying any and all applicable taxes. Winners must provide the Sponsor with valid identification and a signed Form W-9 with a valid taxpayer identification number or social security number before any Prize will be awarded. Any residents of the United States that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Puerto Rico residents that win \$500 or more in Prizes will receive a Form 480.6A, with a duplicate sent to the Puerto Rico tax authorities. You must contact your own tax advisor for any questions concerning taxes.
9. **OTHER CONDITIONS**. To the extent applicable to any entrant or Prize Winners domiciled in Puerto Rico, these rules will be interpreted to comply with the laws of Puerto Rico. All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor. In the event of modification or suspension, Sponsor shall award the Prizes to Winners to be selected in random drawings from among the remaining uncorrupted eligible entries. By entering, entrants agree to release and hold harmless Sponsor/Administrator, Facebook and Twitter and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize or participation in any Sweepstakes-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsors due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the

Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof). The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Sweepstakes in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

10. **DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Northern District of Texas or the appropriate Texas State Court located in Fort Worth, Texas; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.
11. **WINNERS' LIST.** The names of the Winners will be posted online on or about January 30, 2013 at www.facebook.com/aadvantage and www.aa.com/promowinners
12. **SPONSOR/ADMINISTRATOR.** American Airlines, Inc., 4333 Amon Carter Blvd., Ft. Worth, Texas 76155

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ABBREVIATED RULES:

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** Upon entering the Promotion/Sweepstakes, each entrant will receive 500 American Airlines AAdvantage® miles. 2. **OPEN TO/ENTRY DETAILS:** Open to legal residents of the 50 United States, the District of Columbia and Puerto Rico who are 18 years or older; who have a Facebook account, are active AAdvantage® program members with a valid AAdvantage® account number and a valid email address; provided, however, that entry cannot be made from a computer, mechanical device, or electronic device at a place of business in the State of Georgia. 3. Promotion/Sweepstakes begins at 11:01 a.m. Central Time (“CT”) on December 3, 2012 and all entries must be received by 10:59 p.m. CT on December 17, 2012. 4. **SWEEPSTAKES PRIZE DETAILS:** One (1) Grand Prize winner of 50,000 AAdvantage® miles (ARV of \$1,000) and three (3) second place winners of 25,000 AAdvantage® miles (ARV of \$500). Total ARV of all Prizes: \$2,500. 5. **ODDS:** Odds of winning depend upon the number of eligible entries received. 6. **ELIGIBILITY:** Employees and agents of Sponsor/Administrator, Facebook and Twitter and each of their and affiliates, agencies, distributors, wholesalers and retailers, and members of such employees’ and agents’ immediate families and individuals living in the same household with such employees or agents, are not eligible to win. 7. Void where prohibited. 8. Participation is subject to complete official rules by which all entrants are bound. Available at www.facebook.com/aadvantage. 9. Entrants release all parties from all claims/liability arising from this Promotion/Sweepstakes or acceptance/use of any Prize. 10. Sponsor: American Airlines, Inc. 4333 Amon Carter Blvd., Ft. Worth, Texas 76155.

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