

Last updated: September 17, 2026

Welcome to *Style Hub by Hollister* Terms of Participation

WITHOUT LIMITATION, THIS CONTRACT INCLUDES TERMS THAT GOVERN YOUR PARTICIPATION IN THE PROGRAM, INDEMNITIES TO THE RELEASED PARTIES (DEFINED BELOW) FROM YOU, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, BINDING ARBITRATION OF CLAIMS, WAIVER OF CLASS ACTION CLAIMS, AND WAIVER OF THE RIGHT TO TRIAL BY JURY.

Carefully read the following Abercrombie and Fitch Management Co. (“**Abercrombie**”)’s Hollister Co. (“**Hollister**”) Terms of Participation (these “**Terms**”). These Terms govern both your involvement in the Style Hub program (“**Style Hub**”), as well as its expansion, the Hollister Storefront program (“**Storefronts**”) (together with Style Hub, collectively, the “**Program**”). Your application confirms your acceptance of these Terms and your agreement to be bound by them. For purposes of these Terms, you shall be referred to as “Participant”, “you”, or “their”. You acknowledge that agreeing to the Terms does not equate to your acceptance in the Program. Applicants must be invited and accepted in order to participate in the Program.

Please note that the platforms for the Program are hosted by Duel Holdings Inc. USA (“**Duel**”), and your obligations and rights as you navigate Style Hub and Storefronts (where applicable) are governed by the [Duel Platform Terms of Use and Payment Service Terms](#) and [Duel’s Privacy Policy](#), as may be updated by Duel from time to time (collectively, the “**Duel T&Cs**”).

Program Eligibility

- *Current Employees:* Current employees of Abercrombie (including Hollister), or any subsidiary, affiliate, division, or parent, are ineligible to participate in the Program. By agreeing to these Terms, you acknowledge that you are not a current employee.
- *No Assignment:* Your services are unique and personal to you. You shall not have the right to assign your rights, or delegate your performance, under these Terms.
- *Background Checks:* You acknowledge that Hollister may conduct a background check on you and, upon request, will cooperate in providing any additional information needed to complete that background check. In the event that the results of the background check reveal any facts that Hollister determines in its reasonable judgment may injure the success of Hollister or its products or services, then Hollister may terminate your participation in the Program. Any background checks will be conducted in accordance with applicable laws.

Style Hub Background

Style Hub is your destination for your Hollister partnership. A unique community powered by rewarding creators for completing exciting challenges (the “**Challenges**”), Style Hub is your opportunity to earn commission as a Hollister affiliate partner, help shape future products and campaigns of the brands, get featured on Hollister’s channels and gain access to collections, promos and events like never before.

Style Hub organizes its creator community into multiple “levels”, access to which is rewarded by completing Challenges and earning points. With each new level you check in to, you are gifted with new product, new opportunities, and higher commission rates, as detailed under the Commissions Section herein.

Storefront Background

Your Storefront is an exclusive Hollister landing page dedicated to you, providing an opportunity to earn commissions as an Hollister affiliate partner by curating and linking your User-Generated Content (“**UGC**”) directly from your social media sites, to make your posts shoppable on your Storefront. You have the opportunity to earn Incentives through Storefronts, including commissions on qualifying purchases.

Commissions

Any commission payment(s) owed to you hereunder will be processed and paid by Duel and issued by PayPal. Therefore, you are subject to the Duel T&Cs and PayPal’s terms and conditions for the receipt of commission payments. You acknowledge and agree that (i) your commission rate, if any, under the Program is accessible within the Duel platform, and (ii) commission linking, and the tracking thereof, may be restricted, disabled, or otherwise rendered ineffective where a third party has tracking capabilities, cookies, and/or other similar tracking technologies disabled on their device or browser, or other restrictive software in place which prevents the tracking of the third party’s activity.

For the avoidance of doubt, you acknowledge and agree that you will only receive commission payment(s) where commission links are capable of being tracked and verified by Hollister and by Duel in accordance with our [Affiliate Tracking Guidelines](#) (the “**Affiliate Tracking Guidelines**”). Hollister does not accept any liability for inability to track and verify a commission link but will use commercially reasonable efforts to do so. In the event of a dispute over commission payments, you must notify Hollister in writing within three (3) months of the applicable transaction date, and you irrevocably waive any right to dispute, appeal, or otherwise challenge any commission payment(s) or nonpayment(s) older than three (3) months. Hollister and Duel’s records and tracking data shall be deemed conclusive for determining commission payment eligibility. This clause may be amended from time to time to reflect any changes in tracking technologies and/or regulatory requirements impacting user tracking and related data collection considerations.

If you or we have terminated or suspended your participation in the Program prior to the Earning Date, no commission will be earned, even if the purchase of otherwise commission-eligible merchandise occurred prior to the termination or suspension effective date. “**Earning Date**” shall mean the date on which a qualifying transaction is successfully tracked, attributed, and verified in accordance with the Affiliate Tracking Guidelines.

Creation and Ownership of Content

You agree to create certain posts, text, photographs, videos, audio/sound recordings, artwork and/or other material, including UGC, in connection with the Program (the “**Content**”), at your own expense, using your own resources and equipment, which may contain your name, social media handle, image (including body art), likeness, persona, biographical information, physical

attributes (e.g., height, size), opinion and/or voice (collectively, your “**Likeness**”). Hollister hereby acknowledges that all rights in and to the Content created by you, excluding any underlying Hollister creative contributions or Abercrombie IP, shall be owned by Participant.

You hereby consent to, authorize and grant to Abercrombie a worldwide, non-exclusive, irrevocable, royalty-free, fully paid up, sublicensable right and license to use, display and otherwise exploit the Content in connection with the marketing, advertising and promotion of Hollister and the Program, together with your Likeness, across brand channels, which shall include: (i) all brand owned, operated and authorized channels including, without limitation, physical stores, pop-up shop experiences, franchises, wholesale partners, digital, online, social, blog, app, email, mobile, signage, point of sale (e.g., bag stuffers); (ii) all paid media, including, without limitation, social, display, audio, video, mobile, desktop; and (iii) other authorized channels including, without limitation, gifting, editorial, brand agents posting on behalf of the Program, whitelist/dark post/boosting rights, Instagram Checkout / TikTok Shop functionality and any other authorized channel in furtherance of Hollister brand promotion.

You further acknowledge and agree that Abercrombie shall own and retain all right, title and interest in and to the Program as well as any trademarks, trade names, service marks, logos, artwork, designs, copy or other intellectual property owned by Abercrombie (collectively, “**Abercrombie IP**”). You shall have no interest or right to use any Abercrombie IP except for the limited right of usage in connection with the Program in accordance with these Terms. All uses of any Abercrombie IP under these Terms will inure solely to the benefit of Abercrombie.

Style Hub Submission Requirements (the “Submission Requirements”)

In order to ensure the protection and promotion of the Hollister brand, and not to limit your discretion in connection with creation of the Content, Hollister retains the right to approve all Content submitted in connection with Style Hub. You agree to create Content that complies with and adheres to the Challenge posted on the Program. For the avoidance of doubt, in the creation of all Content, you also agree to comply with the Content Guidelines and the Disclosure Requirements, as set forth below.

Content Guidelines

You shall wear Hollister product in connection with Style Hub, including within the Content. Posts may contain, but not prominently feature, readily identifiable third-party products from retailers other than Hollister. Content shall *not include* any overt third-party logos or statements about third-party brands.

You shall not submit or post any Content that is not compliant with the following Content Guidelines (the “**Content Guidelines**”). Hollister may, in the case of Style Hub, reject the Content and/or request the Content be taken down from your social media channels, and in the case of Storefronts, take the Content down, if it:

- Knowingly violates or infringes any rights of any third party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- Contains material that is indecent, obscene, hateful, defamatory, slanderous or libelous;

- Contains material that is unlawful, in violation of or contrary to the laws and regulations of the United States or of any jurisdiction where Content is created;
- Contains information known by you to be false, inaccurate or misleading;
- Contains content that is, or may reasonably be considered to be, hate speech, or promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contains material or content for which you have been compensated or granted any consideration by any third party;
- Disparages Abercrombie, Hollister, the Program, or any other person or party; and/or
- Contains material not consistent with the image and values of Hollister.

Following approval of any Content by Hollister and posting of such Content by you, Hollister shall have the right to require, and you hereby agree to either: (i) revise any Content as instructed by Hollister or (ii) remove any reference to Hollister from the Content. In the event of any such requirement by Hollister, you shall revise the applicable Content, which shall be subject to Hollister's approval.

Music and Audio Content

Music and Audio Content

You shall use only music and audio that is original, in the public domain or licensed under a royalty-free license that expressly permits commercial and sponsored use, e.g., TikTok Commercial Music Library and Meta Sound Collection ("**Permitted Music**"). You shall not incorporate any copyrighted music into any Content without Hollister's prior written approval. For the avoidance of doubt, personal streaming subscriptions, standard consumer licenses and platform-native music libraries do not constitute sufficient licenses for branded or sponsored content.

You represent and warrant that all music used constitutes Permitted Music, does not infringe any third-party rights, and will not require Hollister to make any additional payments, royalties, or obtain further clearances in connection with its use of the Content. You shall indemnify Hollister against any claims arising from your unauthorized use of music or audio and, upon written notice, shall promptly remove, replace, or re-edit any non-compliant Content at your sole cost and expense.

Endorsements

You shall comply with all applicable laws, rules, and regulations when creating Content, including, but not limited to the Federal Trade Commission's "[Guides Concerning the Use of Endorsements and Testimonials](#)" ("**FTC Guides**"). You shall also comply with Hollister's U.S. Material Connection Disclosure Requirements (the "**Disclosure Requirements**") as follows:

Instagram/Facebook: For paid collaboration on Instagram/Facebook, usage of the "paid partnership" tool is recommended if you have access to the feature. This should be used in addition to, not instead of, the below additional disclosures.

Instagram/Facebook Picture Posts: disclosures must be in the first two lines of the description/caption. They can be-

- Written Disclosure: hashtags such as # HollisterPartner, #ad, #sponsored, #giftedproduct OR caption phrases such as “Sponsored by Hollister...” or “Thanks to Hollister for...”
- Verbal Disclosure: If the content is a video and you are speaking, you must include verbal disclosures in addition to the written disclosure such as or “Thank you Hollister for sponsoring this video,” or “Thank you Hollister for [insert product you are showcasing].”
 - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous.

Instagram Reels: disclosures must be in the first two lines of the description/caption and before the ellipses. They can be-

- Written Disclosure: hashtags such as # HollisterPartner, #ad, #sponsored, #giftedproduct or caption phrases such as “Sponsored by Hollister...” or “Thanks to Hollister for...”
- Verbal Disclosure: if you are speaking, you must include verbal disclosures in addition to the written disclosure such as “Thank you Hollister for sponsoring this video,” or “Thank you Hollister for [insert product you are showcasing].”
 - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous.

Instagram/Facebook Stories: disclosures must be in the first two lines of the description/caption-

- Written Disclosure: hashtags such as # HollisterPartner, #ad, #sponsored, or #giftedproduct superimposed on the image or video.
- Verbal Disclosure: if the content is a video and you are speaking, you must include verbal disclosures in addition to the written disclosure such as “Thank you Hollister for sponsoring this video,” or “Thank you Hollister for [insert product you are showcasing].”
 - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous.

YouTube & Videos on other Platforms and Live Stream Videos (such as TikTok live or Twitch): disclosures must appear in two forms-

- Written Disclosure in the first two lines of the description such as “Sponsored by Hollister,” “In Partnership with Hollister,” or hashtags such as # HollisterPartner, #ad, #sponsored, or #giftedproduct; AND
- Verbal Disclosure such as “This video is sponsored by Hollister” or “Thank you Hollister for [insert product you are showcasing].”
 - Must be stated in a clear and conspicuous manner and within the first 30 seconds.
 - If it is a live stream video and the live stream is long, disclosure should be made throughout the stream periodically.

TikTok:

- Written Disclosure: Hashtags such as # HollisterPartner, #ad, #sponsored, #giftedproduct OR caption phrases such as “Sponsored by Hollister,” “Thanks to Hollister for...”
 - Must be located in the first two lines of the description.

- Verbal Disclosure: if the content is a video and you are speaking, include verbal disclosures in addition to the written disclosure such as “Thank you Hollister for sponsoring this video,” or “Thank you Hollister for [insert product you are showcasing].”

TikTok Live: please refer to YouTube & Videos on other Platforms and Live Stream Videos (such as TikTok live or Twitch) above for those Disclosure Requirements.

You agree not to speak about or refer to Hollister or its products or services, directly or indirectly, without disclosing that you and Hollister have a material connection. This includes but is not limited to when posting Content on your social media or in an editorial or expert capacity (including live appearances or through any media) when a significant minority of the audience does not understand or expect that you and Hollister have a material connection. Your statements will reflect your honest views and personal experiences with Hollister e. Your statements will also be clear and conspicuous (difficult to miss, easily understandable, and issued in the same format as your representation).

Hollister reserves the right to monitor your compliance with the above laws, rules, and regulations, Abercrombie Policy described below, and Content Guidelines described above and to terminate your participation in the event of any non-compliance.

Additional Storefront Responsibilities

In the event Participant opts to create and maintain a Storefront, Participant agrees to use the Storefront to promote Hollister product, driving traffic to the Storefront from their social media accounts. Participant will be solely responsible for all Content that appears on Participant's social media platforms, including without limitation the accuracy, timeliness, and appropriateness of the materials. Participant shall follow all requirements as set forth in these Terms, including but not limited to:

- The Content Guidelines, the Submission Requirements, and the Disclosure Requirements.
- Compliance with all applicable marketing and advertising laws and implementing regulations.
- When Participant has not actually purchased or used the product, the Content must make it obvious to the consumer that they have not used the product (e.g., you cannot create Content with the message “in my closet” if the product(s) are not actually in your closet but are merely product(s) you would like to buy/be in your closet. “Wishlist” is acceptable as the reasonable consumer can denote that you wish to have these products). This includes, but is not limited to, Content captions, collection names, etc.
- Participants are prohibited from including any product claim or pricing and promotion information in their Content without prior approval from Hollister.
- If Participant elects to include statements about their follower count in their Storefront biography, Participant must accurately state their follower count on applicable social media platforms.
- If Participant receives a promotion, code, or discount to showcase on their Storefront, Participant shall post the promotion, code, or discount and applicable supplementary text (which may include exclusions and other terms), as is, without alteration, truncation or edits.
- Any and all product used by Participant in connection with the Content is at Participant’s sole cost and expense and will not be reimbursed by Hollister. Likewise, transportation to and from any location in connection with Content

creation is at Participant's sole cost and expense. However, from time to time, Hollister may gift product to Participant as determined in its sole discretion. If Participant does receive gifted product from Hollister, you must adhere to the Disclosure Requirements outlined in the "Endorsements" section above.

- It shall be your sole responsibility to maintain the accuracy and confidentiality of your e-mail address, password and any other account identifiers related to your Program account and all accounts associated with the Program, and for restricting access to your computer(s). You agree to accept sole responsibility for any and all activity that occurs under such accounts.

Confidentiality

Participant acknowledges that Participant may receive non-public information relating to Hollister's business, including without limitation, the terms of this Program, upcoming sales and Hollister products, pricing of upcoming products, and financial information in connection with the Program. All such information is Hollister's confidential information ("**Confidential Information**"). Participant agrees that Participant shall not utilize Confidential Information for any purpose other than your performance of your responsibilities under these Terms, except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third-party. Notwithstanding the foregoing, Participant is hereby authorized to deliver a copy of Confidential Information to your accountants or attorneys on a confidential basis. Participant may also disclose Confidential Information (a) pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction or (b) otherwise as required by applicable law, rule, regulation, or legal process, provided that Participant first provide notice to Hollister and that Hollister has a reasonable opportunity to contest such disclosure.

Representations and Warranties

You represent and warrant to Abercrombie that: (i) you have the full right, power and authority to agree to these Terms, grant the rights granted herein, and fully perform its obligations without violating the rights of any third party; (ii) the Content created or provided by you is wholly original with you, and that the use of the Content in accordance with these Terms will not infringe any patents, copyrights, trademarks, trade secrets or other intellectual property rights or violate the right of privacy, publicity or other rights of any third party; (iii) you, and the Content will comply with [Abercrombie's Endorsements and Social Media Engagement Policy](#) ("**Abercrombie Policy**") and all other Terms; (iv) you will comply with any Internet platforms' terms of use and policies when posting Content on such third party Internet platforms (including but not limited to the Duel T&Cs); (v) you are the sole owner of your Likeness and rights of publicity licensed for use to Hollister hereunder; and (vi) neither Abercrombie nor Hollister shall not be required to make any monetary payments of any nature whatsoever to you and/or any third parties in connection with the use and/or ownership of the Content produced under these Terms.

Relationship of the Parties

Each of the parties agrees that the intent of these Terms is to create an independent contractor relationship between the parties; nothing herein shall be deemed to create an employment relationship between you and Abercrombie or Hollister. Anyone who agrees to these Terms does so voluntarily. By way of further explanation: You understand that these Terms do not create any association, partnership, joint venture, employee, or agency relationship between you and Hollister for any purpose.

You understand the Terms do not entitle you to receive any of the rights, privileges, or benefits of being an employee of Hollister, nor does it entitle you to continued participation in the Program. Further, you acknowledge that Hollister is under no obligation to compensate you beyond what is specified in these Terms or to offer you employment. You have no authority (and will not hold yourself out as having) to bind Hollister and will not make any agreements or representations on Hollister's behalf or without Hollister's prior written consent.

Indemnity

You shall indemnify, defend, and hold harmless Abercrombie and its affiliates (including Hollister) from and against any third-party claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable outside attorneys' fees) arising out of or related to (i) the use of your Likeness; (ii) the exercise of any rights granted by you to Abercrombie or Hollister hereunder; (iii) any breach of the representations, warranties or covenants made by you herein; or (iv) any act or omission or willful misconduct by you or your representatives in connection with these Terms.

EXCLUDING ONLY YOUR INDEMNITY AND DEFENSE OBLIGATIONS HEREIN: (i) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL OR LOSS OF REVENUE OR PROFIT) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE PERFORMANCE OF THE PARTIES' RESPECTIVE OBLIGATIONS HEREUNDER, REGARDLESS OF THE LEGAL THEORY ASSERTED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Modification or Termination of these Terms; Termination or Suspension of the Program

Hollister reserves the right to modify or terminate these Terms, the Program (including the Style Hub and Storefronts), or any element or feature thereof, at any time, for any reason and without prior notice to you. We will notify you of material changes to the Terms or the Program by email to the address then associated with your Program account or by other means as may be permitted or required by applicable law. The updated Terms will be effective as of the time of posting, or upon such later date or by such other method as specified by Hollister. The updated Terms will apply to your participation in Style Hub and/or Storefronts (as applicable) beginning as of their effective date.

At Hollister's discretion, Hollister may suspend or terminate Participants from participation in the Program and/or withhold any Incentive otherwise payable to you, with or without notice to you or the opportunity to cure, if Hollister believes that you have violated or acted inconsistently with these Terms or applicable law or acted in a manner harmful to Hollister's interests.

You agree to abide by the final and binding decisions of Hollister regarding the Program, and your participation in it. Hollister shall be the sole arbiter in cases of suspected abuse, fraud, or violation of these Terms and any decision it makes relating to termination, suspension, or disabling of the Program or a Participant's participation, or to withhold Incentives as set forth herein, shall be final and binding.

Should a Participant object to any of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Program, Participant's only recourse is to immediately discontinue participation in the Program.

Notice

Any communication required or permitted to be given hereunder shall be in writing, effective upon receipt, and delivered personally, by nationally recognized overnight courier (with receipt acknowledged), mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), or by email. Notices to Hollister shall be addressed by mail to: Abercrombie & Fitch, 6301 Fitch Path, New Albany, Ohio 43054, Attn: Legal Department, or by email to: Trademark@anfcorp.com (return receipt requested). Notices to you shall be provided to the contact address(es) then associated with your Program account.

Governing Law; Class-Action Waiver, Dispute Resolution and Arbitration

Dispute Resolution (including informal dispute resolution process; arbitration provision; class action waiver; jury trial waiver; governing law and forum). Please read this section carefully - it may significantly affect your legal rights. It contains procedures for mandatory pre-dispute resolution, binding arbitration, a class action waiver, a jury trial waiver, and a provision on governing law and forum.

- **Definitions.**

- **"Dispute"** means any claim or controversy between you and Abercrombie arising out of or related to the Program. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction): (1) issues that are reserved for a court in this Agreement; (2) issues that relate to the scope, validity, and enforceability of the arbitration provision, class action waiver, or any of the provisions of this Dispute Resolution section; and (3) issues that relate to the arbitrability of any Dispute. This Agreement and this arbitration provision do not prevent you from bringing a Dispute to the attention of any government agency. Notwithstanding anything in this arbitration provision to the contrary, either you or Abercrombie may bring suit in court to enjoin infringement or otherwise enforce intellectual property rights. You and Abercrombie agree that this Agreement evidences a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law.
- For purposes of this Dispute Resolution section, **"Abercrombie"** means Abercrombie & Fitch Management Co. and any of its past, present, or future subsidiaries, parents, affiliates, assigns, or vendors and independent contractors, and each of their officers, directors, employees and agents.

- **Mandatory Informal Dispute Resolution Process.**

- Should you and Abercrombie (each a **"party,"** and collectively, the **"parties"**) have a Dispute, the parties agree that they will make a good faith effort to provide all relevant information and to seek to resolve it informally for a period sixty (60) days. Compliance with this informal dispute resolution process (**"Process"**) is a condition precedent to commencing any formal Dispute resolution proceeding in arbitration, small claims court, or otherwise.
- The parties agree that any relevant limitations period (including any statute of limitations) and filing fee or other deadlines will be tolled from the date of receipt of a completed notice through the conclusion of this Process.

- If compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed.
- **Mutual Arbitration Provision.**
 - Any Dispute between you and Abercrombie that is not resolved as set forth above will be resolved through binding individual arbitration, except that either of us may take a Dispute to small claims court so long as it isn't removed or appealed to a court of general jurisdiction. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.
 - Procedures for Arbitration.
 - Arbitrations shall be heard and determined by a single arbitrator and be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (collectively the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) If the AAA is unavailable or unwilling to administer an arbitration in accordance with this arbitration provision, the parties will work together in good faith to agree on an arbitration organization that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an administrator that will do so.
 - To begin an arbitration proceeding, you or Abercrombie must (1) send a verified and personally signed demand for arbitration that describes (a) the nature and basis of the claims, and (b) the nature and basis of the relief sought, including a detailed calculation for it; (2) send the signed certification of completion of the process set forth in the Informal Dispute Resolution Process section; and (3) contact the AAA or the applicable arbitration administrator and follow the appropriate procedures to commence the arbitration. If the party initiating the arbitration is represented by an attorney, the arbitration demand must also be signed by the attorney. By signing the arbitration demand, the party (and counsel, if represented) are warranting compliance with Federal Rule of Civil Procedure 11. The arbitrator shall be authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 against any represented party and their counsel. Your demand for arbitration must be sent to: Abercrombie & Fitch, 6301 Fitch Path, New Albany, OH 43054, Attention: Legal Department. Abercrombie's demand for arbitration to you will be sent to you based on the most recent contact information that you have provided to Abercrombie.
 - Payment of all filing, administration and arbitrator fees will be governed by the applicable AAA rules. The arbitration may be conducted by telephone, video, based on written submissions, or in-person, except any Dispute seeking \$25,000 or more or injunctive relief shall have an in-person or video hearing unless the parties agree otherwise. You and Abercrombie reserve the right to request a hearing in any matter from the arbitrator. Any in-person hearing will be held in the county or parish where you live or at another mutually agreed location.
 - The arbitration will be conducted by a single arbitrator who will apply and be bound by this Agreement as a court would, and will make determinations regarding any Dispute according to applicable law and facts based upon the record and no other basis. An arbitrator may award any

relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent allowable by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, mass (this includes a "mass arbitration" as defined by the AAA rules), collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and we agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.

- To the fullest extent allowable by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative
- If, after exhaustion of all appeals, a court of competent jurisdiction decides that the waiver of class, mass, collective, consolidated, private attorney general, mass or representative proceeding are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Agreement.

- Future Changes to Arbitration Provisions.

- If we make any future changes to this arbitration provision (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the address provided above within thirty (30) days of the change. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between the parties in accordance with this version of the arbitration provision.

- **Waiver of Jury Trials.**

- The parties waive the right to a jury trial to the fullest extent permitted by applicable law.

- **Waiver of Class Actions.**

- The parties agree that any proceeding, whether in arbitration or litigation, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or participate in such an action in arbitration or in court to the fullest extent permitted by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.

- **Governing Law and Forum; Survival.**

- These Terms are governed by the laws of the state of Ohio, United States of America, without regard to Ohio's conflict of laws rules. If the arbitration provision is ever deemed unenforceable or void, or a dispute between the parties is not subject to arbitration, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Ohio, United States of America, for purposes of any legal action arising out of or related to these Terms, and waive any objections as to personal jurisdiction as to the laying of venue in such courts due to: (1) inconvenient forum or (2) any other basis or any right to seek to transfer or change venue of any such action to another courts.
- The Mandatory Informal Dispute Resolution and Mutual Arbitration Provisions shall survive the cancellation or expiration of these Terms.

Miscellaneous

- **Future Agreements:** Hollister reserves the right to update or modify these Terms of Participation at any time. Unless expressly stated otherwise, any updated terms will automatically supersede and replace any previous versions. For clarity, the most recently updated Terms will govern your participation and shall be binding.
- **Copyright Enforcement Authorization:** Hollister shall have the right to act globally on your behalf to enforce any copyright in the Content used by others without Participant's or Hollister's permission including, without limitation, the right to issue notifications of claimed infringement on websites and social media platforms.
- **Non-disparagement:** You agree that you will not publicly disparage Hollister, its brands, its products, or the Program.
- **Severability:** If any provision of these Terms are or become invalid or unenforceable under any law of mandatory application, it is the intent of you and Hollister that such provision be deemed severed and omitted from these Terms, the remaining portion of these Terms remain in full force and effect as written.
- **Counterparts:** These Terms may be executed in counterparts. Signatures will be captured in a separate signature box. Electronic/PDF copies are as effective as the original.
- **Entire Agreement:** These Terms are complete and supersede any prior or contemporaneous agreement, whether written, oral or implied, and none of such Terms may be added to, modified, superseded or altered. No waiver of any provision of these Terms shall be effective unless it is in writing and signed by an authorized officer or representative of the parties, as appropriate, and then such waiver shall be effective only in the specific instance and for the specific purpose given. The failure to exercise any right or remedy under these Terms shall not be deemed a waiver of the right to exercise such right or remedy at a later date.

The parties agree to be bound by these Terms and agree that Participant's participation in the Program are governed by the terms hereof. The parties have caused these Terms to be executed by their duly authorized representatives to be effective as of the last signature date set forth below.

Abercrombie & Fitch Management Co.

Participant:

Signature:

Name and Title:

Date:

Contact Phone:

Contact Fax:

Address: Abercrombie & Fitch

6301 Fitch Path

New Albany, OH 43054

Signature:

Name:

Date:

Contact Phone:

Contact Fax:

Address: