

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 OR 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 3, 2013

Hanesbrands Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of incorporation)

001-32891
(Commission File Number)

20-3552316
(IRS Employer Identification No.)

1000 East Hanes Mill Road, Winston-Salem, NC
(Address of principal executive offices)

27105
(Zip Code)

Registrant's telephone number, including area code: (336) 519-8080

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results of Operations and Financial Condition

On April 4, 2013, Hanesbrands Inc. (the “Company”) issued a press release (i) providing preliminary financial results for the first quarter ended March 30, 2013, (ii) reaffirming its full-year earnings, sales and financial guidance for 2013 and (iii) announcing the declaration of a regular quarterly dividend on its common stock in the amount of \$0.20 per share, payable on June 3, 2013 to stockholders of record as of May 20, 2013. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K. Exhibit 99.1 is being “furnished” and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), nor shall Exhibit 99.1 be deemed incorporated by reference in any filing under the Securities Act of 1933 (the “Securities Act”) or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Exhibit 99.1 contains disclosures about free cash flow, which is not calculated and presented in accordance with U.S. Generally Accepted Accounting Principles (“GAAP”). Free cash flow is defined as net cash provided by operating activities less net capital expenditures. While the Company’s management believes that free cash flow is a useful measure of the cash-generating ability of the Company relative to capital expenditures and financial performance, this information should be considered as supplemental in nature and not as a substitute for the related financial information prepared in accordance with GAAP. A reconciliation of free cash flow to net cash provided by operating activities, calculated and presented in accordance with GAAP, is included in Exhibit 99.1.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

At the Company’s Annual Meeting of Stockholders held on April 3, 2013 (the “Annual Meeting”), the Company’s stockholders approved an amendment and restatement of the Hanesbrands Inc. Omnibus Incentive Plan (the “Plan”). The Board of Directors of the Company (the “Board”) previously approved the amendment and restatement of the Plan on January 29, 2013, subject to stockholder approval. The amendments to the Plan include:

- An increase in the number of shares authorized for issuance under the Plan by 2,700,000 shares;
- An extension of the term of the Plan by 10 years;
- Eliminating the recycling of, among other things, shares tendered or withheld for payment of the exercise price of the award or to satisfy withholding taxes;
- Requiring dividend equivalents on unvested awards to be held in escrow until vesting;
- Limiting the value of awards that may be granted to a non-employee director during any fiscal year to \$1 million;
- Automatic exercise of any options or stock appreciation rights that are in the money on the expiration date; and
- Certain other administrative changes.

The foregoing summary of the Plan is qualified in its entirety by reference to the copy of the Plan that is attached to this Current Report on Form 8-K as Exhibit 10.1. For additional information regarding the Plan, please refer to “Proposal 2 – Approval of the Amended and Restated Hanesbrands Inc. Omnibus Incentive Plan” on pages 10-17 of the Company’s definitive proxy statement filed with the Securities and Exchange Commission on February 21, 2013 (the “Proxy Statement”), which is incorporated herein by reference as Exhibit 10.2.

Item 5.07 Submission of Matters to a Vote of Security Holders

A total of 89,684,250 shares of the Company’s common stock (approximately 91.2% of all shares entitled to vote at the Annual Meeting) were represented at the Annual Meeting, in person or by proxy. Set forth below are the final voting results for each of the proposals submitted to a vote of the stockholders.

Election of Directors

The stockholders of the Company elected each of the director nominees proposed by the Company’s Board of Directors. The voting results were as follows:

Name of Nominee	Votes For	Votes Withheld	Abstentions	Broker Non-votes
Lee A. Chaden	79,524,974	2,841,133	—	7,318,143
Bobby J. Griffin	79,543,563	2,822,544	—	7,318,143
James C. Johnson	79,527,793	2,838,314	—	7,318,143
Jessica T. Mathews	79,560,780	2,805,327	—	7,318,143
J. Patrick Mulcahy	79,512,151	2,853,956	—	7,318,143
Ronald L. Nelson	78,221,912	4,144,195	—	7,318,143
Richard A. Noll	79,119,809	3,246,298	—	7,318,143
Andrew J. Schindler	79,393,316	2,972,791	—	7,318,143
Ann E. Ziegler	79,495,994	2,870,113	—	7,318,143

Approval of the Amended and Restated Hanesbrands Inc. Omnibus Incentive Plan

The stockholders of the Company approved the amended and restated Plan. The voting results were as follows:

Votes For	Votes Against	Abstentions	Broker Non-votes
79,060,862	3,120,526	184,719	7,318,143

Non-Binding, Advisory Vote Regarding Executive Compensation

The stockholders of the Company approved, by a non-binding, advisory vote, executive compensation as disclosed in the Proxy Statement for the Annual Meeting. The voting results were as follows:

Votes For	Votes Against	Abstentions	Broker Non-votes
80,771,481	1,173,219	421,407	7,318,143

Ratification of Appointment of Independent Registered Public Accounting Firm

The stockholders of the Company ratified the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the Company's 2013 fiscal year. The voting results were as follows:

Votes For	Votes Against	Abstentions	Broker Non-votes
88,640,175	872,761	171,314	—

Item 7.01 Regulation FD Disclosure

Exhibit 99.1 to this Current Report on Form 8-K includes forward-looking financial information that is expected to be discussed today (April 4, 2013) during the Company's previously announced investor meeting to review business strategies and goals for registered participants in Las Vegas. The live Internet broadcast, which will include audio and slides, will begin at 3 p.m. PDT (6 p.m. EDT) and is expected to last up to approximately one hour. The live webcast and an archived replay may be accessed from the home page or the investors section of the HanesBrands corporate website, www.HanesBrands.com. Exhibit 99.1 is being "furnished" and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

Exhibits

- 10.1 Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated)
- 10.2 Definitive Proxy Statement, filed on Schedule 14A with the Securities Exchange Commission on February 21, 2013 and incorporated herein by reference
- 99.1 Press release dated April 4, 2013

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

April 4, 2013

HANESBRANDS INC.

By: /s/ Richard D. Moss
Richard D. Moss
Chief Financial Officer

Exhibits

- 10.1 Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated)
- 10.2 Definitive Proxy Statement, filed on Schedule 14A with the Securities Exchange Commission on February 21, 2013 and incorporated herein by reference
- 99.1 Press release dated April 4, 2013

HANESBRANDS INC. OMNIBUS INCENTIVE PLAN

(As Amended and Restated)

1. **Purpose.** The purposes of the *Plan* are (a) to promote the interests of the *Company* and its *Subsidiaries* and its stockholders by strengthening the ability of the *Company* and its *Subsidiaries* to attract and retain highly competent officers and other key employees, and (b) to provide a means to encourage *Stock* ownership and proprietary interest in the *Company*. The *Plan* is intended to provide *Plan Participants* with forms of long-term incentive compensation that are not subject to the deduction limitation rules prescribed under *Code* Section 162(m), and should be construed to the extent possible as providing for remuneration which is “performance-based compensation” within the meaning of *Code* Section 162(m) and the regulations promulgated thereunder.
2. **Definitions.** Where the context of the *Plan* permits, words in the masculine gender shall include the feminine gender, the plural form of a word shall include the singular form, and the singular form of a word shall include the plural form. Unless the context clearly indicates otherwise, the following terms shall have the following meanings:
 - (a) *Award* means the grant of incentive compensation under this *Plan* to a *Participant*.
 - (b) *Board* means the board of directors of the *Company*.
 - (c) *Cause* means the *Participant* has been convicted of (or pled guilty or no contest to) a felony or any crime involving fraud, embezzlement, theft, misrepresentation or financial impropriety; willfully engaged in misconduct resulting in material harm to the *Company*; willfully failed to perform duties after written notice; or is in willful violation of *Company* policies resulting in material harm to the *Company*.
 - (d) *Change in Control* means:
 - (i) upon the acquisition by any individual, entity or group, including any *Person*, of beneficial ownership (as defined in Rule 13d-3 promulgated under the *Exchange Act*), directly or indirectly, of 20% or more of the combined voting power of the then outstanding capital stock of the *Company* that by its terms may be voted on all matters submitted to stockholders of the *Company* generally (“*Voting Stock*”); provided, however, that the following acquisitions shall not constitute a *Change in Control*: (A) any acquisition directly from the *Company* (excluding any acquisition resulting from the exercise of a conversion or exchange privilege in respect of outstanding convertible or exchangeable securities unless such outstanding convertible or exchangeable securities were acquired directly from the *Company*); (B) any acquisition by the

Company; (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the *Company* or any corporation controlled by the *Company*; or (D) any acquisition by any corporation pursuant to a reorganization, merger or consolidation involving the *Company*, if, immediately after such reorganization, merger or consolidation, each of the conditions described in clauses (A), (B) and (C) of subsection (ii) below shall be satisfied; and provided further that, for purposes of clause (B) above, if (1) any *Person* (other than the *Company* or any employee benefit plan (or related trust) sponsored or maintained by the *Company* or any corporation controlled by the *Company*) shall become the beneficial owner of 20% or more of the *Voting Stock* by reason of an acquisition of *Voting Stock* by the *Company*, and (2) such *Person* shall, after such acquisition by the *Company*, become the beneficial owner of any additional shares of the *Voting Stock* and such beneficial ownership is publicly announced, then such additional beneficial ownership shall constitute a *Change in Control*; or

- (ii) upon the consummation of a reorganization, merger or consolidation of the *Company*, or a sale, lease, exchange or other transfer of all or substantially all of the assets of the *Company*; excluding, however, any such reorganization, merger, consolidation, sale, lease, exchange or other transfer with respect to which, immediately after consummation of such transaction: (A) all or substantially all of the beneficial owners of the *Voting Stock* of the *Company* outstanding immediately prior to such transaction continue to beneficially own, directly or indirectly (either by remaining outstanding or by being converted into voting securities of the entity resulting from such transaction), more than 50% of the combined voting power of the voting securities of the entity resulting from such transaction (including, without limitation, the *Company* or an entity which as a result of such transaction owns the *Company* or all or substantially all of the *Company*'s property or assets, directly or indirectly) (the "*Resulting Entity*") outstanding immediately after such transaction, in substantially the same proportions relative to each other as their ownership immediately prior to such transaction; and (B) no *Person* (other than any *Person* that beneficially owned, immediately prior to such reorganization, merger, consolidation, sale or other disposition, directly or indirectly, *Voting Stock* representing 20% or more of the combined voting power of the *Company*'s then outstanding securities) beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then outstanding securities of the *Resulting Entity*; and (C) at least a majority of the members of the board of directors of the entity resulting from such transaction were *Initial Directors* of the *Company* at the time of the execution of the initial agreement or action of the *Board* authorizing such reorganization, merger, consolidation, sale or other disposition; or

- (iii) upon the approval by stockholders of a plan of complete liquidation or dissolution of the *Company*; or
- (iv) when the *Initial Directors* cease for any reason to constitute at least a majority of the *Board*.
- (e) *Code* means the Internal Revenue Code of 1986, as amended.
- (f) *Committee* means the Compensation Committee of the *Board*.
- (g) *Company* means Hanesbrands Inc., a Maryland corporation, or any successor thereto.
- (h) *Covered Employees* means covered employees or employees who are reasonably expected to be covered employees within the meaning of *Code* Section 162(m).
- (i) *Deferred Stock Unit* (“*DSU*”) means a vested unit granted pursuant to section 10 below providing a *Participant* with the right to receive *Stock* (or cash) in accordance with the terms of such grant.
- (j) *Exchange Act* means the Securities Exchange Act of 1934, as amended.
- (k) *Fair Market Value* means the fair market value of *Stock* determined at any time in such manner as the *Committee* may deem equitable, or as required by applicable law or regulation.
- (l) *Incentive Stock Options* means a *Stock Option* designed to meet the requirements of *Code* Section 422 or any successor law.
- (m) *Initial Directors* means those directors of the *Company* on the effective date of the *Plan*; provided, however, that any individual who becomes a director of the *Company* thereafter whose election or nomination for election by the *Company*’s stockholders, was approved by the vote of at least a majority of the *Initial Directors* then comprising the *Board* (or by the nominating committee of the *Board*, if such committee is comprised of *Initial Directors* and has such authority) shall be deemed to have been an *Initial Director*; and provided further, that no individual shall be deemed to be an *Initial Director* if such individual initially was elected or nominated as a director of the *Company* as a result of: (i) an actual or threatened solicitation by a *Person* (other than the *Board*) made for the purpose of opposing a solicitation by the *Board* with respect to the election or removal of directors; or (ii) any other actual or threatened solicitation of proxies or consents by or on behalf of any *Person* (other than the *Board*).
- (n) *Nonqualified Stock Option* means a *Stock Option* that is not an *Incentive Stock Option*.

- (o) *Participant* means (i) an employee of the *Company* or its *Subsidiaries*; or (ii) a non-employee director of the *Company* designated by the *Committee* as eligible to receive an *Award* under the *Plan*.
- (p) *Performance Cash Awards* means cash incentives subject to the satisfaction of *Performance Criteria* and granted pursuant to section 12 below.
- (q) *Performance Criteria* means business criteria within the meaning of *Code* Section 162(m), including, but not limited to any of the following (or an equivalent metric): revenue; revenue growth; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; earnings per share; operating income; pre- or after-tax income; net operating profit after taxes; economic value added; ratio of operating earnings to capital spending; cash flow (before or after dividends); cash flow per share (before or after dividends); net earnings; net sales; sales growth; share price performance; return on assets or net assets; return on equity; return on capital (including return on total capital or return on invested capital); cash flow return on investment; total shareholder return; improvement in or attainment of expense levels; improvement in or attainment of working capital levels, gross profit margin, operating profit margin, net income margin and leverage ratio.

The *Committee* may select one or more *Performance Criteria* and may apply those *Performance Criteria* on a corporate-wide or division/business segment basis. Measurement of the attainment of *Performance Criteria* may exclude, if the *Committee* provides in an *Award* agreement, impact of charges for restructurings, discontinued operations, extraordinary items and other unusual or non-recurring items, and the cumulative effects of tax or accounting changes, each as identified in the financial statements, in the notes to the financial statements, in the Management's Discussion and Analysis section of the financial statements, or in other Securities and Exchange Commission filings.

- (r) *Performance Period* means the period as designated by the *Committee* which generally shall have a minimum of one year and a maximum of five years, except that the foregoing minimum performance period shall not apply to (i) substitute *Awards* for grants made under a plan of an acquired business entity; and (ii) special vesting provisions in limited cases of an intervening event related to death, disability, retirement or a *Change in Control*.
- (s) *Performance Shares* means *Awards* subject to the satisfaction of *Performance Criteria* and granted pursuant to section 11 below.
- (t) *Person* means any individual, entity or group, including any "person" within the meaning of Section 13(d)(3) or 14(d)(2) of the *Exchange Act*.
- (u) *Plan* means the Hanesbrands Inc. Omnibus Incentive Plan.

- (v) *Restricted Stock* means *Stock* subject to a vesting condition specified by the *Committee* in an *Award* in accordance with section 9 below.
- (w) *Resulting Entity* means the entity resulting from a transaction (including, without limitation, the *Company* or an entity which as a result of such transaction owns the *Company* or all or substantially all of the *Company's* property or assets, directly or indirectly).
- (x) *RSU* means a restricted stock unit providing a *Participant* with the right to receive *Stock* (or cash) at a date on or after vesting in accordance with the terms of such grant and/or upon the attainment of *Performance Criteria* specified by the *Committee* in the *Award* in accordance with section 9 below.
- (y) *SAR* means a stock appreciation right granted pursuant to section 8 below.
- (z) *Stock* means a share of common stock of the *Company* that, by its terms, may be voted on all matters submitted to stockholders of the *Company* generally.
- (aa) *Stock Option* means the right to acquire shares of *Stock* at a certain price that is granted pursuant to section 7 below. The term *Stock Option* includes both *Incentive Stock Options* and *Nonqualified Stock Options*.
- (bb) *Subsidiary* or *Subsidiaries* means any corporation or entity of which the *Company* owns directly or indirectly, at least 50% of the total voting power or in which it has at least a 50% economic interest.

3. **Administration.** The *Plan* will be administered by the *Committee* consisting of two or more directors of the *Company* as the *Board* may designate from time to time, each of whom shall satisfy such requirements as:

- (a) the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 or its successor under the *Exchange Act*;
- (b) the New York Stock Exchange may establish pursuant to its rule-making authority; and
- (c) the Internal Revenue Service may establish for outside directors acting under plans intended to qualify for exemption under *Code* Section 162(m).

The *Committee* shall have the discretionary authority to construe and interpret the *Plan* and any *Awards* granted thereunder, to establish and amend rules for *Plan* administration, to change the terms and conditions of *Awards* at or after grant (subject to the provisions of section 20 below), to correct any defect or supply any omission or reconcile any inconsistency in the *Plan* or in any *Award* granted under the *Plan* and to make all other determinations which it deems necessary or advisable for the administration of the *Plan*.

Awards under the *Plan* to a *Covered Employee* may be made subject to the satisfaction of one or more *Performance Criteria*.

The *Committee* or the *Board* may authorize one or more officers of the *Company* to select employees to participate in the *Plan* and to determine the number and type of *Awards* to be granted to such *Participants*, except with respect to *Awards* to officers subject to Section 16 of the *Exchange Act*, or to non-employee directors of the *Company*, or to officers who are, or who are reasonably expected to be, *Covered Employees*. Any reference in the *Plan* to the *Committee* shall include such officer or officers.

The determinations of the *Committee* shall be made in accordance with their judgment as to the best interests of the *Company* and its stockholders and in accordance with the purposes of the *Plan*. Any determination of the *Committee* under the *Plan* may be made without notice or meeting of the *Committee*, if in writing signed by all the *Committee* members.

4. **Participants.** *Participants* may consist of all employees of the *Company* and its *Subsidiaries* and all non-employee directors of the *Company*; provided, however, the following individuals shall be excluded from participation in the *Plan*: (a) contract labor; (b) employees whose base wage or base salary is not processed for payment by the payroll department of the *Company* or any *Subsidiary*; (c) any individual performing services under an independent contractor or consultant agreement, a purchase order, a supplier agreement or any other agreement that the *Company* enters into for service; and (d) any individual who is located in a country in which the *Company's Stock* or the *Plan* have not been registered in accordance with local requirements. Designation of a *Participant* in any year shall not require the *Committee* to designate that person to receive an *Award* in any other year or to receive the same type or amount of *Award* as granted to the *Participant* in any other year or as granted to any other *Participant* in any year. The *Committee* shall consider all factors that it deems relevant in selecting *Participants* and in determining the type and amount of their respective *Awards*.
5. **Shares Available under the Plan.**
 - (a) Subject to adjustment as provided in section 15(a), there is hereby reserved for issuance under the *Plan*, as of the date of stockholder approval of the amended and restated *Plan*, (i) any shares of *Stock* from the original 13,105,000 shares of *Stock* reserved under the *Plan* that have not been issued or that are returned to the *Plan* as described below and (ii) an additional 2,700,000 shares of *Stock*. *Stock* covered by an *Award* shall be counted as used only if and when actually issued and delivered to a *Participant*. Accordingly, if there is (A) a lapse, expiration, termination or cancellation of any such *Stock Option* or other *Award* prior to the issuance of *Stock* thereunder or (B) a forfeiture of any such shares of *Restricted Stock* or *Stock* prior to vesting, then the *Stock* subject to these *Stock Options* or other *Awards* shall be added to the *Stock* available for *Awards* under the *Plan*. In addition, any such *Stock* covered by an *SAR* (including an *SAR* settled in *Stock* which the *Committee*, in its discretion, may substitute for an outstanding *Stock*

Option) and any *Stock* covered by a *Stock Option* shall be counted as used only to the extent *Stock* is actually issued upon exercise of the right. Notwithstanding any *Plan* provision to the contrary, shares of *Stock* withheld or tendered for payment of the exercise price of an *Award* (including through a net exercise arrangement described in section 7), shares of *Stock* withheld or tendered to satisfy withholding taxes, shares of *Stock* not issued on the stock settlement of *SARs* and shares of *Stock* purchased on the open market with cash proceeds from the exercise of *Stock Options* shall not be added back to the number of shares available for the future grant of *Awards*. All such *Stock* issued under the *Plan* may be either authorized and unissued *Stock* or issued *Stock* reacquired by the *Company*.

Additionally, in the event that a corporation acquired by (or combined with) the *Company* or any *Subsidiary* has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for *Awards* under the *Plan* and shall not reduce the shares of *Stock* authorized for grant under the *Plan*; provided that *Awards* using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employees or directors of the *Company* or any *Subsidiary* prior to such acquisition or combination.

- (b) All of the available *Stock* may, but need not, be issued pursuant to the exercise of *Incentive Stock Options*; provided, however, notwithstanding a *Stock Option*'s designation, to the extent that *Incentive Stock Options* are exercisable for the first time by the *Participant* during any calendar year with respect to *Stock* whose aggregate *Fair Market Value* exceeds \$100,000, such *Stock Options* shall be treated as *Nonqualified Stock Options*; provided further, that the value of any shares of *Stock* withheld or tendered to pay the exercise price of *Incentive Stock Options* or withheld or tendered to pay taxes on any *Incentive Stock Options* shall be taken into account for purposes of determining the aggregate *Fair Market Value* of *Stock* associated with a *Participant's Incentive Stock Options*.
- (c) For *Awards* intended to be performance-based compensation under Section 162(m), no *Participant* may be granted *Awards* with respect to any twelve month *Performance Period* relating to more than 2 million shares of *Stock*. In any fiscal year of the *Company*, no *Participant* who is a non-employee director of the *Company* may be granted *Awards* valued at more than \$1,000,000 at the time of grant.

(d) The *Stock* reserved for issuance and the other limitations set forth above shall be subject to adjustment in accordance with section 15 hereto.

6. **Types of Awards, Payments, and Limitations.** *Awards* under the *Plan* shall consist of *Stock Options, SARs, Restricted Stock, RSUs, DSUs, Performance Shares, Performance Cash Awards* and other *Stock* or cash *Awards*, all as described below. Payment of *Awards* may be in the form of cash, *Stock*, other *Awards* or combinations thereof as the *Committee* shall determine, and with the expectation that any *Award* of *Stock* shall be styled to preserve such restrictions as it may impose. The *Committee*, either at the time of grant or by subsequent amendment, and subject to the provisions of sections 20 and 21 hereto, may require or permit *Participants* to elect to defer the issuance of *Stock* or the settlement of *Awards* in cash under such rules and procedures as the *Committee* may establish under the *Plan*.

The *Committee* may provide that any *Awards* under the *Plan* earn dividends or dividend equivalents and interest on such dividends or dividend equivalents; provided, however, that the *Committee* shall require that any dividends or dividend equivalents paid on *Awards* subject to *Performance Criteria* be held in escrow or accumulated until the applicable restrictions have lapsed, except as prohibited by *Code* Section 409A. Any crediting of dividends or dividend equivalents may be subject to such restrictions and conditions as the *Committee* may establish, including reinvestment in additional *Stock* or *Stock* equivalents.

Awards shall be evidenced by an agreement (in written or electronic form) that sets forth the terms, conditions and limitations of such *Award*. Such terms may include, but are not limited to, the term of the *Award*, the provisions applicable in the event the *Participant's* employment terminates and the *Company's* authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind any *Award* including without limitation the ability to amend such *Awards* to comply with changes in applicable law. An *Award* may also be subject to other provisions (whether or not applicable to similar *Awards* granted to other *Participants*) as the *Committee* determines appropriate, including provisions intended to comply with federal or state securities laws and stock exchange requirements, understandings or conditions as to the *Participant's* employment, requirements or inducements for continued ownership of *Stock* after exercise or vesting of *Awards*, or forfeiture of *Awards* in the event of termination of employment shortly after exercise or vesting, or breach of noncompetition or confidentiality agreements following termination of employment.

Any cash or equity-based incentive compensation paid to a *Participant* under the *Plan* shall be subject to policies established and amended from time to time by the *Company* regarding the recovery of erroneously-awarded compensation.

The *Committee*, in its sole discretion, may require a *Participant* to have amounts or *Stock* that otherwise would be paid or delivered to the *Participant* as a result of the exercise or settlement of an *Award* under the *Plan* credited to a deferred compensation or stock unit account established for the *Participant* by the *Committee* on the *Company's* books of

account. In addition, the *Committee* may permit *Participants* to defer the receipt of payments of *Awards* pursuant to such rules, procedures or programs as may be established for purposes of this *Plan*.

The *Committee* need not require the execution of any such agreement by a *Participant*. Acceptance of the *Award* by the respective *Participant* shall constitute agreement by the *Participant* to the terms of the *Award*.

7. **Stock Options.** *Stock Options* may be granted to *Participants* at any time as determined by the *Committee*. The *Committee* shall determine the number of shares subject to each *Stock Option* and whether the *Stock Option* is an *Incentive Stock Option*. The exercise price for each *Stock Option* shall be determined by the *Committee* but shall not be less than 100% of the *Fair Market Value* of the *Stock* on the date the *Stock Option* is granted unless the *Stock Option* is a substitute or assumed *Stock Option* granted pursuant to section 16 hereto. Each *Stock Option* shall expire at such time as the *Committee* shall determine at the time of grant; provided, however, that a *Stock Option* will be automatically exercised upon the expiration date of the *Stock Option* if the *Fair Market Value* of a share of *Stock* on the expiration date exceeds the exercise price for each *Stock Option*. *Stock Options* shall be exercisable at such time and subject to such terms and conditions as the *Committee* shall determine; provided, however, that no *Stock Option* shall be exercisable later than the tenth anniversary of its grant, and provided, further that *Awards* of *Stock Options* granted on or after December 1, 2010 shall not become 100% exercisable in less than three years following the date they are granted with vesting no faster than on a pro rata basis over the vesting period, except that the foregoing limitations shall not apply to (i) substitute *Awards* for grants made under a plan of an acquired business entity; and (ii) special exercise provisions in limited cases of an intervening event related to death, disability or a *Change in Control*. The exercise price, upon exercise of any *Stock Option*, shall be payable to the *Company* in full by: (a) cash payment or its equivalent (a "cash exercise"); (b) tendering previously acquired *Stock* having a *Fair Market Value* at the time of exercise equal to the exercise price (a "stock swap") or certification of ownership of such previously-acquired *Stock* ("attestation"); (c) to the extent permitted by applicable law, delivery of a properly executed exercise notice, together with irrevocable instructions to a broker to promptly deliver to the *Company* the amount of sale proceeds from the *Stock Option* shares or loan proceeds to pay the exercise price and to deliver to the *Participant* the net amount of shares (a "cashless exercise for *Stock*") or cash (a "cashless exercise for cash"); (d) having the *Company* retain from the *Stock* otherwise issuable upon exercise of the *Stock Option* a number of shares of *Stock* having a value (determined pursuant to rules established by the *Committee* in its discretion) equal to the exercise price of the *Stock Option* (a "net exercise"); or (e) such other methods of payment as the *Committee*, in its discretion, deems appropriate.

In no event shall the *Committee*, without stockholder approval, cancel any outstanding *Stock Option* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of reissuing any other *Award* to the *Participant* at a lower exercise

price, cancel any outstanding *Stock Option* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of cashing out a *Stock Option* unless such cash-out occurs in conjunction with a *Change in Control*, nor reduce the exercise price of an outstanding *Stock Option*. Reload options are not permitted.

8. ***Stock Appreciation Rights.*** *SARs* may be granted to *Participants* at any time as determined by the *Committee*. Notwithstanding any other provision of the *Plan*, the *Committee* may, in its discretion, substitute *SARs* which can be settled only in *Stock* for outstanding *Stock Options*. The grant price of a substitute *SAR* shall be equal to the exercise price of the related *Stock Option* and the substitute *SAR* shall have substantive terms (*e.g.*, duration) that are equivalent to the related *Stock Option*. The grant price of any other *SAR* shall not be less than 100% of the *Fair Market Value* of the *Stock* on the date of its grant unless the *SARs* are substitute or assumed *SARs* granted pursuant to section 16 hereto. An *SAR* may be exercised upon such terms and conditions and for the term the *Committee* in its sole discretion determines; provided, however, that the term shall not exceed the *Stock Option* term in the case of a substitute *SAR* or ten years in the case of any other *SAR*, and the terms and conditions applicable to a substitute *SAR* shall be substantially the same as those applicable to the *Stock Option* which it replaces, and provided, further that *Awards* of *SARs* granted on or after December 1, 2010 shall not become 100% exercisable in less than three years following the date they are granted with vesting no faster than on a pro rata basis over the vesting period, except that the foregoing limitation shall not apply to (i) substitute *Awards* for grants made under a plan of an acquired business entity; and (ii) special exercise provisions in limited cases of an intervening event related to death, disability or a *Change in Control*. Upon the expiration date of an *SAR*, the *SAR* will be automatically exercised if the *Fair Market Value* of a share of *Stock* on the expiration date exceeds the grant price of the *SAR*. Upon exercise of an *SAR*, the *Participant* shall be entitled to receive payment from the *Company* in an amount determined by multiplying (a) the difference between the *Fair Market Value* of a share of *Stock* on the date of exercise and the grant price of the *SAR* by (b) the number of shares with respect to which the *SAR* is exercised. The payment may be made in cash or *Stock*, at the discretion of the *Committee*, except in the case of a substitute *SAR* payment which may be made only in *Stock*. In no event shall the *Committee*, without stockholder approval, cancel any outstanding *SAR* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of reissuing any other *Award* to the *Participant* at a lower grant price, cancel any outstanding *SAR* with an exercise price greater than the then current *Fair Market Value* of the *Stock* for the purpose of cashing out a *SAR* unless such cash-out occurs in conjunction with a *Change in Control*, nor reduce the grant price of an outstanding *SAR*.
9. ***Restricted Stock and RSUs.*** *Restricted Stock* and *RSUs* may be awarded or sold to *Participants* under such terms and conditions as shall be established by the *Committee*. *Restricted Stock* and *RSUs* shall be subject to such restrictions as the *Committee* determines, including, without limitation, any of the following:

- (a) a prohibition against sale, assignment, transfer, pledge, hypothecation or other encumbrance for a specified period;
- (b) a requirement that the holder forfeit (or in the case of *Stock* or *RSUs* sold to the *Participant*, resell to the *Company* at cost) such *Stock* or *RSUs* in the event of termination of employment during the period of restriction; and
- (c) the attainment of *Performance Criteria*.

Restricted Stock and *RSU Awards* that are subject to the attainment of *Performance Criteria* granted on or after December 1, 2010 shall be subject to a performance period of at least one year, and restrictions on time-based *Restricted Stock* and *RSU Awards* granted on or after December 1, 2010 shall not expire relative to 100% of any *Award* in less than three years following the date the *Award* is granted (although restrictions may lapse no faster than on a pro rata basis over the vesting period), except that the foregoing limitations shall not apply to (i) substitute *Awards* for grants made under a plan of an acquired business entity; and (ii) special vesting provisions in limited cases of an intervening event related to death, disability, retirement or a *Change in Control*. All restrictions shall otherwise expire at such times as the *Committee* shall specify.

- 10. ***DSUs.*** *DSUs* provide a *Participant* a vested right to receive *Stock* in lieu of other compensation at termination of employment or service or at a specific future designated date.
- 11. ***Performance Shares.*** The *Committee* shall designate the *Participants* to whom *Performance Shares* are to be awarded and determine the number of shares, the length of the *Performance Period* and the other terms and conditions of each such *Award*. Each *Award* of *Performance Shares* shall entitle the *Participant* to a payment in the form of *Stock* (or cash) upon the attainment of *Performance Criteria* and other terms and conditions specified by the *Committee*.

Notwithstanding satisfaction of any *Performance Criteria*, the number of shares issued under a *Performance Share Award* may be adjusted by the *Committee* on the basis of such further consideration as the *Committee* in its sole discretion shall determine. The *Committee* may, in its discretion, make a cash payment equal to the *Fair Market Value* of *Stock* otherwise required to be issued to a *Participant* pursuant to a *Performance Share Award*.

- 12. ***Performance Cash Awards.*** The *Committee* shall designate the *Participants* to whom *Performance Cash Awards* are to be awarded and determine the amount of the *Award* and the terms and conditions of each such *Award*. Each *Performance Cash Award* shall entitle the *Participant* to a payment in cash upon the attainment of *Performance Criteria* and other terms and conditions specified by the *Committee*. For *Awards* intended to be performance-based compensation under Section 162(m), no *Participant* may be granted *Performance Cash Awards* with respect to any twelve month *Performance Period* in excess of \$5,000,000; if a cash *Award* is earned in excess of \$5,000,000, the amount of

the *Award* in excess of this amount shall be deferred to the date the *Participant* ceases to be covered by *Code Section 162(m)* (or six months after that date if the *Participant* ceases to be covered by *Code Section 162(m)* because of *Participant's* separation from service (as defined in *Code Section 409A*).

Notwithstanding the satisfaction of any *Performance Criteria*, the amount to be paid under a *Performance Cash Award* may be adjusted by the *Committee* on the basis of such further consideration as the *Committee* in its sole discretion shall determine. The *Committee* may, in its discretion, substitute actual *Stock* for the cash payment otherwise required to be made to a *Participant* pursuant to a *Performance Cash Award*.

13. **Other Stock or Cash Awards.** In addition to the incentives described in sections 6 through 12 above, the *Committee* may grant other incentives payable in cash or in *Stock* under the *Plan* as it deems appropriate and subject to such other terms and conditions as it deems appropriate; provided an outright grant of *Stock* will not be made unless it is offered in exchange for cash compensation that has otherwise already been earned by the recipient including without limitation awards earned under the Hanesbrands Inc. Performance-Based Annual Incentive Plan (or any successor annual incentive plan of the *Company*) or under the Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan.
14. **Change in Control.** The vesting and payment terms applicable to an *Award* following a *Change in Control* shall be determined by the *Committee* at the time the *Award* is granted.
15. **Adjustment Provisions.**
 - (a) In the event of any change affecting the number, class, market price or terms of the *Stock* by reason of share dividend, share split, recapitalization, reorganization, merger, consolidation, spin-off, disaffiliation of a *Subsidiary*, combination of *Stock*, exchange of *Stock*, *Stock* rights offering or other similar event, or any distribution to the holders of *Stock* other than a regular cash dividend, the *Committee* shall equitably substitute or adjust the number or class of *Stock* which may be issued under the *Plan* in the aggregate or to any one *Participant* in any calendar year and the number, class, price or terms of shares of *Stock* subject to outstanding *Awards* granted under the *Plan*.
 - (b) In the event of any merger, consolidation or reorganization of the *Company* with or into another *Company* which results in the outstanding *Stock* of the *Company* being converted into or exchanged for different securities, cash or other property, or any combination thereof, there shall be substituted, on an equitable basis, for each share of *Stock* then subject to an *Award* granted under the *Plan*, the number and kind of shares of stock, other securities, cash or other property to which holders of *Stock* will be entitled pursuant to the transaction.

16. **Substitution and Assumption of Awards.** The *Board* or the *Committee* may authorize the issuance of *Awards* under this *Plan* in connection with the assumption of, or substitution for, outstanding *Awards* previously granted to individuals who become employees of the *Company* or any *Subsidiary* as a result of any merger, consolidation, acquisition of property or stock or reorganization, upon such terms and conditions as the *Committee* may deem appropriate. Any substitute *Awards* granted under the *Plan* shall not count against the *Stock* limitations set forth in section 5 hereto, to the extent permitted by Section 303A.08 of the Corporate Governance Standards of the New York *Stock Exchange*.
17. **Nontransferability.** Each *Award* granted under the *Plan* shall not be transferable other than by will or the laws of descent and distribution, and each *Stock Option* and *SAR* shall be exercisable during the *Participant's* lifetime only by the *Participant* or, in the event of disability, by the *Participant's* personal representative. In the event of the death of a *Participant*, exercise of any *Award* or payment with respect to any *Award* shall be made only by or to the beneficiary, executor or administrator of the estate of the deceased *Participant* or the *Person* or *Persons* to whom the deceased *Participant's* rights under the *Award* shall pass by will or the laws of descent and distribution. Subject to the approval of the *Committee* in its sole discretion, *Stock Options* may be transferable to members of the immediate family of the *Participant* and to one or more trusts for the benefit of such family members, partnerships in which such family members are the only partners, or corporations or other entities in which such family members are the only stockholders. Members of the immediate family means the *Participant's* spouse, same-sex domestic partner (as that term is defined in the Hanesbrands Inc. Employee Health Benefit Plan), children, stepchildren, grandchildren, parents, grandparents, siblings (including half brothers and sisters) and individuals who are family members by adoption.
18. **Taxes.** The *Company* shall be entitled to withhold the amount of any tax attributable to any amounts payable or *Stock* deliverable under the *Plan*, after giving notice to the *Person* entitled to receive such payment or delivery, and the *Company* may defer making payment or delivery as to any *Award*, if any such tax is payable, until indemnified to its satisfaction. A *Participant* may pay all or a portion of any withholding limited to the minimum statutory amount arising in connection with the exercise of a *Stock Option* or *SAR* or the receipt or vesting of *Stock* hereunder by electing to have the *Company* withhold *Stock* having a *Fair Market Value* equal to the amount required to be withheld; and the *Company* will withhold for this purpose any fractional shares to be delivered.
19. **Duration of the Plan.** No *Award* shall be made under the *Plan* more than ten years after the adoption of the amended and restated *Plan* by the *Board*; provided, however, that the terms and conditions applicable to any *Stock Option* granted on or before such date may thereafter be amended or modified by mutual agreement between the *Company* and the *Participant*, or such other *Person* as may then have an interest therein.
20. **Amendment and Termination.** The *Board* or the *Committee* may amend the *Plan* from time to time or terminate the *Plan* at any time. However, unless expressly provided in an

Award or the *Plan*, no such action shall reduce the amount of any existing *Award* or change the terms and conditions thereof without the *Participant's* consent; provided, however, that the *Committee* may, in its discretion, substitute *SARs* which can be settled only in *Stock* for outstanding *Stock Options* and may require an *Award* be deferred pursuant to section 6 hereto, without a *Participant's* consent; and further provided that the *Committee* may amend or terminate an *Award* to comply with changes in law, including but not limited to tax law, without a *Participant's* consent. Notwithstanding any provision of the *Plan* to the contrary, the provisions in each of section 7 and section 8 of the *Plan* (regarding the cancellation, reissuing at a relatively reduced price or cash-out of *Stock Options* and *SARs*, respectively) shall not be amended without stockholder approval. Notwithstanding any provision of the *Plan* to the contrary, to the extent that *Awards* under the *Plan* are subject to the provisions of *Code* Section 409A, then the *Plan* as applied to those amounts shall be interpreted and administered so that it is consistent with such *Code* section. The *Company* shall obtain stockholder approval of any *Plan* amendment to the extent necessary to comply with applicable laws, regulations or stock exchange rules.

21. **Other Provisions.**

- (a) In the event any *Award* under this *Plan* is granted to an employee who is employed or providing services outside the United States and who is not compensated from a payroll maintained in the United States, the *Committee* may, in its sole discretion: (i) modify the provisions of the *Plan* as they pertain to such individuals to comply with applicable law, regulation or accounting rules consistent with the purposes of the *Plan*; and (ii) cause the *Company* to enter into an internal accounting transaction with any local branch or affiliate consistent with internal accounting/audit protocols and pursuant to which such branch or affiliate will reimburse the *Company* for the cost of such equity incentives.
- (b) Neither the *Plan* nor any *Award* shall confer upon a *Participant* any right with respect to continuing the *Participant's* employment with the *Company*; nor interfere in any way with the *Participant's* right or the *Company's* right to terminate such relationship at any time, with or without cause, to the extent permitted by applicable laws and any enforceable agreement between the employee and the *Company*.
- (c) No fractional shares of *Stock* shall be issued or delivered pursuant to the *Plan* or any *Award*, and the *Committee*, in its discretion, shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares of *Stock*, or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.
- (d) In the event any provision of the *Plan* shall be held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the *Plan*, and the *Plan* shall be construed and enforced as if such illegal or invalid provisions had never been contained in the *Plan*.

- (e) Payments and other benefits received by a *Participant* under an *Award* made pursuant to the *Plan* generally shall not be deemed a part of a *Participant's* compensation for purposes of determining the *Participant's* benefits under any other employee benefit plans or arrangements provided by the *Company* or a *Subsidiary*, unless the *Committee* expressly provides otherwise in writing or unless expressly provided under such plan. The *Committee* shall administer, construe, interpret and exercise discretion under the *Plan* and each *Award* in a manner that is consistent and in compliance with a reasonable, good faith interpretation of all applicable laws and that avoids (to the extent practicable) the classification of any *Award* as “deferred compensation” for purposes of *Code* Section 409A, as determined by the *Committee*.
22. **Governing Law.** The *Plan* and any actions taken in connection herewith shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to any state’s conflict of laws principles. Any legal action related to this *Plan* shall be brought only in a federal or state court located in North Carolina.
23. **Stockholder Approval.** This amendment and restatement of the *Plan* is effective as of January 29, 2013, subject to approval by the stockholders of the *Company* at the April 2013 stockholder meeting.

FOR IMMEDIATE RELEASE

News Media, contact: Matt Hall, (336) 519-3386

Analysts and Investors, contact: Charlie Stack, (336) 519-4710

HANESBRANDS INITIATES REGULAR QUARTERLY DIVIDEND

Company Also Announces Preliminary Financial Results for the First Quarter 2013 and Reaffirms 2013 Guidance in Advance of Investor Meeting Webcast Today

WINSTON-SALEM, N.C. (April 4, 2013) – HanesBrands (NYSE: HBI), a leading marketer of everyday branded basic apparel, today announced that its Board of Directors has initiated a quarterly dividend as part of the company’s cash deployment strategy to drive additional shareholder value.

The Board authorized the regular quarterly dividend of \$0.20 per share to be paid June 3, 2013, for stockholders of record at the close of business on May 20, 2013. The quarterly dividend is the first for Hanes since its spinoff as an independent public company in 2006.

“Initiating a quarterly dividend is a substantial company milestone made possible by strong strategic execution, successful debt reduction and cash-flow generation, and margin-improvement prospects,” Hanes Chairman and Chief Executive Officer Richard A. Noll said. “With our successful track record and long-term outlook, the Board decided it was time to institute a regular quarterly dividend.”

In conjunction with the dividend authorization disclosure and in advance of today’s previously scheduled investor meeting, the company decided to announce preliminary financial results for the first quarter ended March 30, 2013, and reaffirm full-year guidance for net sales, operating profit, earnings per diluted share and free cash flow.

The company expects to report first-quarter net sales of approximately \$945 million; operating profit of \$82 million to \$85 million; and EPS of \$0.48 to \$0.51. Hanes will release final first-quarter financial results at the close of trading on the New York Stock Exchange Tuesday, April 23, 2013.

Net sales for the first quarter were hampered by a sluggish retail environment as a result of delayed income tax returns and inclement weather compared with an early spring a year ago. However, the quarter’s operating profit margin will expand significantly, benefitting from the company’s Innovate-to-Elevate margin-enhancement initiatives built on strong brands, a low-cost supply chain, and innovation platforms.

For the full year, Hanes reaffirmed all of its 2013 guidance issued Feb. 5, 2013, including expectations for net sales of approximately \$4.6 billion; operating profit of \$500 million to \$550 million; EPS of \$3.25 to \$3.40; and free cash flow of approximately \$350 million to \$450 million.

Investor Meeting Webcast Information

Later today, Hanes will provide a live webcast of its previously planned investor meeting to review business strategies and goals for registered participants in Las Vegas. The live Internet broadcast, which will include audio and slides, will begin at 3 p.m. PDT (6 p.m. EDT) and is expected to last up to approximately one hour. The live webcast and an archived replay may be accessed from the home page or the investors section of the HanesBrands corporate website, www.HanesBrands.com.

Note on Non-GAAP Terms and Definitions

Free cash flow is not a generally accepted accounting principle (GAAP) measure. Free cash flow is defined as net cash from operating activities less net capital expenditures. Free cash flow may not be representative of the amount of residual cash flow that is available to the company for discretionary expenditures since it may not include deductions for mandatory debt-service requirements and other nondiscretionary expenditures. The company believes, however, that free cash flow is a useful measure of the cash-generating ability of the business relative to capital expenditures and financial performance.

For 2013 guidance, net cash provided by operating activities is expected to be approximately \$400 million to \$500 million and net capital expenditures are expected to be approximately \$50 million, resulting in expectations for non-GAAP free cash flow of approximately \$350 million to \$450 million.

Cautionary Statement Concerning Forward-Looking Statements

Statements in this press release that are not statements of historical fact are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including those regarding preliminary quarterly results as well as guidance as to future performance. These and other forward-looking statements are made only as of the date of this press release and are based on our current intent, beliefs, plans and expectations. They involve risks and uncertainties that could cause actual future results, performance or developments to differ materially from those described in or implied by such forward-looking statements. These risks and uncertainties include the following: current economic conditions, including consumer spending levels and the price elasticity of our products; the impact of significant fluctuations and volatility in various input costs, such as cotton and oil-related materials, utilities, freight and wages; the highly competitive and evolving nature of the industry in which we compete; financial difficulties experienced by, or loss of or reduction in sales to, any of our top customers or groups of customers; our ability to successfully manage social, political, economic, legal and other conditions affecting our domestic and foreign operations and supply-chain sources, such as political instability and acts of war or terrorism, natural disasters, disruption of markets,

operational disruptions, changes in import and export laws, currency restrictions and currency exchange rate fluctuations; the impact of the loss of one or more of our suppliers of finished goods or raw materials; our ability to effectively manage our inventory and reduce inventory reserves; our ability to optimize our global supply chain; our ability to continue to effectively distribute our products through our distribution network; the risk of significant fluctuations in foreign currency exchange rates; the impact of customers requiring products on an exclusive basis or other forms of economic support; our ability to accurately forecast demand for our products; increasing pressure on margins; our ability to keep pace with changing consumer preferences; the impact of any inadequacy, interruption or failure with respect to our information technology or any data security breach; our ability to protect our reputation and brand images; our ability to protect our trademarks, copyrights and patents; risks associated with our indebtedness, such as our debt service requirements, the financial ratios our debt instruments require us to maintain and restrictions on our operating and financial flexibility; market returns on the plan assets of our pension plans; the impact of a significant decline in the fair value of the intangible assets and goodwill on our balance sheet; unanticipated changes in our tax rates or exposure to additional income tax liabilities or a change in our ability to realize deferred tax benefits; our ability to comply with environmental and other laws and regulations; legal, regulatory, political and economic risks associated with our operations in international markets; costs and adverse publicity from violations of labor or environmental laws by us or our suppliers; our ability to attract and retain key personnel; our ability to integrate and grow acquisitions successfully; anti-takeover provisions our charter and bylaws, as well as Maryland law and our stockholder rights agreement; and other risks identified from time to time in our most recent Securities and Exchange Commission reports, including our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, registration statements, press releases and other communications, as well as in the investors section of our corporate website at <http://tiny.cc/HanesBrandsIR>. Except as required by law, the company undertakes no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results over time.

HanesBrands

HanesBrands is a socially responsible leading marketer of everyday basic apparel under some of the world's strongest apparel brands, including *Hanes*, *Champion*, *Playtex*, *Bali*, *JMS/Just My Size*, *barely there*, *Wonderbra* and *Gear for Sports*. The company sells T-shirts, bras, panties, men's underwear, children's underwear, socks, hosiery, casualwear and activewear produced in the company's low-cost global supply chain. Ranked No. 512 on the Fortune 1000 list, Hanes has approximately 51,500 employees in more than 25 countries and takes pride in its strong reputation for ethical business practices. Hanes is a U.S. Environmental Protection Agency Energy Star 2013 and 2012 Sustained Excellence Award winner and 2010 and 2011 Partner of the Year. The company ranks No. 141 on Newsweek magazine's list of Top 500 greenest U.S. companies. More information about the company and its corporate social responsibility initiatives, including environmental, social compliance and community improvement achievements, may be found on the Hanes corporate website at www.hanesbrands.com.

###