

## **AEO Connected Rewards Program Terms and Conditions**

The AEO Connected™ Program (the "Program" or the "AEO Connected program") is American Eagle Outfitter's ("AEO" or the "Company") new rewards program in which members earn points on purchases (after discounts and before Taxes and Fees and shipping and handling) made at American Eagle Outfitters and Aerie. See "Earning Points" section for details. For every 2,500 points earned by a member, a \$10 Reward is issued, good for use at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders. Additional benefits include buy 5 pairs of jeans (excluding clearance, third party and other denim items such as skirts, shorts, and shirts), get 1 free; buy 5 bras (excluding clearance and third party), get 1 free, an exclusive birthday offer, and other member-only sales and events.

### **General**

The AEO Connected Program (the "Program" or "AEO Connected") membership is open to legal residents of the U.S. (including Puerto Rico) and Canada who as of the date of their membership, are at least 15 years of age or older. By joining the Program and becoming a member, you represent that you are at least 15 years of age, that you understand you can earn benefits as a member of the AEO Connected program and that you have read and agree to these AEO Connected Program Terms and Conditions, the Terms of Use and Privacy Policies (collectively, "Terms"). These Terms are void where and to the extent prohibited by law.

The Program is operated online. We send Program-related information to the email address that you associate with your account. All emails will be sent from [AEOConnected@ae.com](mailto:AEOConnected@ae.com). If you would like to cancel your membership in the Program and opt-out of future emails, please contact us at 77 Hot Metal Street, Pittsburgh, PA 15203, USA or email us at [CustomerCare@ae.com](mailto:CustomerCare@ae.com).

You are responsible for checking for updates to the Program Terms. The Terms published on the AEO Connected program website will be the applicable Terms for the Program. These Terms may be amended from time to time and will supersede all previous versions of these Terms. These Terms will be posted on [www.ae.com/us/en/myaccount/aeoconnected/program-details](http://www.ae.com/us/en/myaccount/aeoconnected/program-details), or can be obtained by calling 1-800-340-0532.

Individuals between 15 years of age and the age of majority in the individual's legal jurisdiction of residency (either 18 or 19, depending on legal jurisdiction of residency) ("Eligible Minors") must get his/her parent's or legal guardian's permission before joining the Program. Eligible Minors may only participate under the supervision of a parent or legal guardian who agrees to be bound by these Terms. AEO will investigate any suspected violation of this provision, which may result in immediate termination of the Program account and forfeiture of corresponding benefits, points, credits, and Rewards.

These Terms apply to your membership and participation in the AEO Connected program, which is operated by AEO Management Co. and its parent, subsidiaries, affiliated companies, and third-party service providers, (collectively, "Administrators"). Points, credits and Rewards have no cash value or other monetary value.

The Program and its benefits are offered at the sole discretion of Administrators. Administrators reserve the right at any time without notice, expand, alter, terminate, modify, limit, continue or discontinue the Program or merge the Program, or any part of the Program, into another rewards program at a later date. In the event that the Program is discontinued or merged into another rewards program before you have accumulated enough points or credits to earn a Reward, any unused points or other benefits may not be carried over into any new program. You will not be entitled to any compensation for any unused points or credits and the points and/or credits may have a lesser or different value under any new program.

In order to enroll into the AEO Connected program, you have to provide your name and a unique email address that you have the right to use. Only one AEO Connected program membership may be associated with a single email address. You may have one and only one AEO Connected program membership. There is no fee to join the AEO Connected program, and a purchase is not required to become a member. By providing your information, you consent to Administrators collecting, using and sharing your information in accordance with AEO's Privacy Notices; your information will be used to tailor content to you and your interests.

## **Employee Participation**

Employees, officers, and directors of Administrators (collectively the "associates") are eligible to participate in the Program. Participation by associates is entirely voluntary and is not a condition of employment. There are no expectations that an associate will sign-up for the program, actively participate, or maintain a membership. Associate terms of participation are subject to change at any time without notice. Should associates choose to participate, they are subject to all terms of the AEO Connected program, as well the following additional terms:

Associates may not use their AEO Connected program membership on any transactions other than their own purchases. Any violation of this policy or suspicious use of the AEO Connected program membership may result in the closure of the associate AEO Connected program account, forfeiture of all AEO Connected program benefits and future participation in the Program, and disciplinary action up to and including termination of employment. Fraudulent, abusive, or improper conduct in connection with the Program may also result in disciplinary action up to and including termination.

Any promotion offering a percent-off discount, whether a single item or a discount on a total purchase, may not be used in combination with the AEO Associate Discount. The associate must choose whether to use their associate discount or the specific offer/member discount on each transaction.

## **Keeping Your Account Active**

Points earned will not expire so long as you maintain an active account. An active account is maintained as long as at least 1 qualifying purchase is made within a 375 day rolling period. After that 375 day rolling period, all points and credits will be expired.

Activities that qualify to keep your account active are: purchases from AEO Locations (as defined below), including Gift Cards and purchases made using the AEO Visa Card outside AEO Locations anywhere Visa is accepted. Please remember that gift card purchases do not earn AEO Connected program points.

## **Earning Points**

As an AEO Connected program member, you earn ten points for every qualifying \$1 (USD) spent, rounded to the nearest USD. When in-store, online or over the phone, the qualifying amount ("net qualifying purchase") for earning points is the transaction total for merchandise, excluding gift card purchases or charitable items, after any discounts or rewards have been applied and before sales or other taxes, state fees, and shipping charges (collectively "Taxes and Fees"). No points will be earned for purchases made at [www.toddsnyder.com](http://www.toddsnyder.com), and Tailgate, Todd Snyder and Don't Ask Why stores.

Administrators may, in their sole discretion, establish and offer limited-time opportunities to earn additional bonus points. However, Administrators are under no obligation to either establish or offer any additional bonus points. Some point-earning opportunities may be based on other actions (e.g., updating profile information, downloading the AEO | Aerie mobile app) on an ongoing and/or promotional basis. These opportunities will be featured on the AEO Connected program website and are subject to be changed in any way, without notice, at any point in time, in the sole discretion of the Administrators. Log in to the Program website for more information about these opportunities.

## Earning Free Jeans or Bras

As a member, you can earn free jeans! If you purchase 5 pairs of jeans (excluding clearance, third party and all other denim items, such as jackets, skirts, shorts and shirts) you will get 1 pair free. Jeans purchases made prior to September 6, 2017 are not eligible for this benefit. Jeans credits will not expire so long as you keep your account active. See Keeping Your Account Active for more details. You can redeem jeans credits for a free pair of jeans at American Eagle Outfitters stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders. Free Jeans Reward is subject to terms and conditions, including expiration dates, see the Free Jeans Reward for details.

As a member, you can earn free bras! If you purchase 5 bras (excluding clearance and third party) (collectively, "bras") you will get 1 bra free. Bra purchases made prior to January 1, 2017 are not eligible. Bralette purchases made prior to September 6, 2017 are not eligible. Bra credits will not expire so long as you keep your account active. You can redeem for a free bra at Aerie stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders. Free Bra Reward is subject to terms and conditions, including expiration dates, see the Free Bra Reward for details.

When you earn a free pair of jeans or a bra under the Jeans and Bra Benefit, the Free Jeans or Free Bra Reward will expire on the expiration date noted on the Free Jeans or Free Bra Reward you receive. See "Rewards" section for details.

## Returns and Exchanges

Points earned on any purchases at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders (collectively, the "Locations"), as well as credits towards Buy 5, Get 1 Free Rewards, will be deducted from your AEO Connected program member account for merchandise you return or exchange for items of lesser value.

## Missing Transactions

You may request a credit for any transactions that are missing from your account within sixty (60) days of the original purchase by going onto [www.ae.com/myaccount/aeoconnected/earning-history](http://www.ae.com/myaccount/aeoconnected/earning-history) or by accessing the AEO | Aerie mobile app and filling out the Missing Points form, or by calling 1-800-340-0532. You may also request credit for transactions made within 7 days prior to the day you enrolled in the Program, as long as you request them within 60 days of the original purchase date. In order to request credit for a net qualifying purchase, you must have the receipt information available, including store number, transaction number or online order number, register number and date of purchase.

## Rewards

For every 2,500 points you earn, you're eligible for a \$10 Off Reward for your next purchase. Rewards are for discounts off future eligible purchases at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders.

You may use your \$10 Off Reward for regular, marked down or clearance merchandise; \$10 Off Rewards may not be used for purchases of third party, Tailgate, Todd Snyder or Don't Ask Why merchandise, gift cards or charitable items. \$10 Off Rewards will be subject to terms and conditions outlined on the Reward. If the total purchase amount upon which the \$10 Off Reward is applied is less than the amount of the \$10 Off Reward, the difference will be forfeited. Other exclusions and restrictions may apply see Reward certificate for more information.

Unless otherwise indicated on Reward, Rewards (\$10 Off Rewards and Free Bra and Free Jeans Rewards) will expire at 11:59 PM Eastern Time on the date reflected on the Reward certificate (which will not be less than 45 days from the date of issuance, rather than the date the Reward was received by you).

When redeeming your Free Jean or Free Bra at ae.com or aerie.com, the highest priced jean or bra in your shopping bag will be \$0.01 plus the costs of shipping and handling. Online returns of a \$0.01 jean or bra will generate a refund of \$0.01.

You will receive your Rewards via email, text and/or the AEO | Aerie Mobile app. You must provide a current email address that you have authority to use and/or opt in to receive AEO Connected program text messages. You are responsible for ensuring that your email and/or mobile number are updated and deliverable. Please see the previous "General" section of these Terms and Conditions to review the process for validating your email address. Rewards will not be mailed (please see "Credit Card Terms" below for exceptions to this rule). Rewards will be sent after you have earned 2,500 points or reached the required number of items for Free Jean and Free Bra Rewards.

Rewards are automatically generated and issued weekly. There is a 14-day waiting period on points and jeans and bras credits, after purchases are made, before they become eligible for reward issuance. You will receive your Reward approximately 15-21 days after you have reached the reward threshold. If you return items during the 14-day waiting period, causing your point or credit balance to fall below the required threshold, your Rewards will not be issued and your updated points and jeans and bra credit balances will be reflected in your account. Returns made after rewards are issued will result in a negative points balance and/or a negative jean or bra count balance.

Rewards may not be given, transferred or sold. You may be asked to present proof of membership or identification to use your Reward.

## **Redeeming Rewards**

Please know, as the member earning rewards, only you may redeem or use your rewards. These rewards are intended for only you. Additionally, for security and fraud purposes, we may ask for an additional level of validation (in-store and online) prior to redeeming (*i.e.*, sign into your AEO account; enter your email address; etc.)

## **Member Communications**

Administrators reserve the right to make promotional offers selectively available to members, based on purchase activity, Program participation or other factors.

By providing your contact information, you agree to receive marketing communications, including offers, benefits and promotional messages related to your membership, from the AEO Connected program. You may unsubscribe from/opt out of receiving these marketing and promotional communications at any time by emailing [CustomerCare@ae.com](mailto:CustomerCare@ae.com) or calling 1-800-340-0532. If you opt out of marketing communications, you will still receive your Rewards and exclusive birthday offer coupons to all deliverable email addresses associated with your account.

By signing up for the AEO Connected mobile program, you are providing consent to receive mobile marketing messages from the AEO Connected program at the mobile number you provide. You agree that the messages may be sent using autodial or other automated technology. You understand that you are not required to provide your consent as a condition of purchasing any goods or services. Message and data rates may apply. You may receive up to five messages per week.

Text "HELP" for help or "STOP" to 32453 to unsubscribe at any time. Your mobile number will be held in accordance with our Privacy Notices. For complete program details, visit the Mobile Help page of our website.

## **Extra Access Status**

If you spend \$350 or more on net qualifying purchases in a calendar year at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders, you will be upgraded to the AEO Connected program's Extra Access status! Your Extra Access status benefits will start approximately 1 day after the transaction that qualified you for Extra Access status.

AEO Connected program Extra Access members will receive a \$15 Off Reward for every 2,500 points earned (rather than a \$10 Off Reward). Additionally, Extra Access members are eligible for free standard shipping to US, Puerto Rico, and Canada on purchases made at AE.com and Aerie.com. In order to utilize the free shipping benefit, you must be logged in on AE.com, Aerie.com or the AEO | Aerie mobile app and select "Extra Access status free standard shipping" during the check-out process.

Your AEO Connected program Extra Access status will be valid as long as you continue to spend \$350 or more on net qualifying purchases each calendar year. For instance, if you earn AEO Connected program Extra Access status during Year 1, your status will be valid through December 31<sup>st</sup> of Year 2. If you do not requalify for AEO Connected program Extra Access status during Year 2 (by spending \$350 or more on net qualifying purchases), you will lose all of your benefits after December 31<sup>st</sup> in Year 2. If you do spend \$350 or more on net qualifying purchases during Year 2, your status will remain valid.

Associates are eligible for Extra Access status. The qualifying spend calculated towards reaching Extra Access status will be based on the total purchase after the associate discount is applied.

## **Birthday Benefit**

As a member, you'll receive a birthday offer of 15% off a single total purchase within your birthday month. In lieu of the 15% birthday discount, Extra Access members and members with the AEO Credit Card or AEO Visa Card will get a birthday offer of 20% off a single purchase within their birthday month. The birthday offer will be sent on the first day of your birth month. To redeem the birthday offer, you must present the birthday offer discount coupon sent via email or text. You may also access your birthday offer via your online account on AE.com or Aerie.com or through the AEO | Aerie Mobile App. The birthday offer is valid at participating AEO Locations. The birthday offer is for one-time use only. See coupon for additional terms and disclosures.

## **Membership Cancellation**

You may cancel your membership in the Program at any time by emailing [CustomerCare@ae.com](mailto:CustomerCare@ae.com) or by calling 1-800-340-0532. When you cancel your membership, you will forfeit any existing points or credits.

## **Fraud**

The Program may not be used for reselling or profit. AEO will investigate any suspected violation of this provision, which may result in immediate termination of the Program account and/or forfeiture of corresponding points, credits, benefits, and Rewards. AEO reserves the right to void Program accounts and/or Rewards, points, credits or benefits associated with anyone who has engaged in deception, forgery, fraud (including, without limitation, fraudulent use of the "Missing Transactions" feature or any type of earning for purchases not made by the member), or other abuses of the Program, including reselling clothing or Rewards, excessive earning on a single account, or violations of AEO intellectual property or other rights. Any corporations, groups, associations or commercial customers and others purchasing items for resale are not eligible for membership in the AEO Connected program. AEO may terminate any account that it determines in its sole discretion to be a corporation, group, association, commercial customer, or other entity purchasing items for resale. Multiple accounts corresponding to the same person will be subject to termination without notice. There may be only one account per

person. If you have more than one account, AEO may terminate all accounts. If an account is terminated, all existing points, benefits and Rewards will be forfeited. Administrators reserve the right to deny or terminate membership if we deem your conduct to violate these Terms.

## **Privacy Notices**

To administer the Program, you agree that we may collect and process identifiers (such as your name, email address and telephone number), personal characteristics (birth date) and commercial transaction information (your purchase history and Program points, credits, benefits and Rewards).

Please see the [United States Privacy Notice](#), [Canadian Privacy Notice](#) and [California Disclosures](#).

For more information, see our [Terms of Use](#), or [Contact Us](#).

## **Warranty and Limitation of Liability**

THE PROGRAM, ANY PLATFORM AND SYSTEMS USED BY ADMINISTRATORS TO PROCESS DATA OR OTHER INFORMATION RELATING TO THE PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR PARTICIPATION IN THE PROGRAM AND THE RESULTS AND PERFORMANCE THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ADMINISTRATORS' CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU TO USE THE PROGRAM. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS SHALL BE TO DISCONTINUE ANY USE OF THE PROGRAM.

YOU ACKNOWLEDGE AND AGREE, OR IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN ACKNOWLEDGES AND AGREES, BY YOUR MEMBERSHIP OR PARTICIPATION IN THE PROGRAM THAT ADMINISTRATORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, COMPENSATORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGES TO PROPERTY OF ANY KIND ARISING OUT OF OR RELATED TO THE PROGRAM, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ADMINISTRATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ADMINISTRATORS' AND THEIR OFFICERS', DIRECTORS' AND EMPLOYEES' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLY TO AND GOVERN THIS PROGRAM AND ANY CLAIMS RELATED TO THE PROGRAM OR THESE TERMS MUST BE EXCLUSIVELY RAISED AND RESOLVED IN THE COURTS LOCATED IN ALLEGHENY COUNTY, PENNSYLVANIA, UNITED STATES.

## **Credit Card Rewards Addendum to the AEO Connected Program Rewards Terms and Conditions**

By applying for an AEO® or Aerie® Credit Card (each an "AEO Credit Card") or AEO or Aerie Visa® Card (each an "AEO Visa Card"), you acknowledge you have either previously signed up for the AEO Connected program or you agree to be automatically enrolled in the Program when you provide a unique

email address, and that you hereby agree to be bound by these Terms and the Terms and Conditions for the Program available at

[www.ae.com/us/en/myaccount/aeoconnected/program-details/](http://www.ae.com/us/en/myaccount/aeoconnected/program-details/) or by calling 1-800-340-0532. Applying for an AEO Credit Card or AEO Visa Card will not automatically enroll you in the AEO Connected program if you do not provide a unique email address with your application. Please note, the AEO Credit Card is available to only US Residents.

### **Earning Points with your AEO Credit Card or AEO Visa Card**

When you use your AEO Credit Card or AEO Visa Card for purchases made at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders, you will earn an additional 5 points per \$1 (USD) spent on net qualifying purchases (transaction total for qualifying merchandise purchased, after any discounts or Rewards that have been applied and before sales or other taxes, state fees, and shipping charges (collectively "Taxes and Fees") ("Net Qualifying Purchases") per transaction (rounded to the next nearest whole dollar) for a total of fifteen (15) points per dollar earned under the Program. Qualifying merchandise does not include gift cards or charitable items, purchases at [www.toddsnyder.com](http://www.toddsnyder.com), and Tailgate, Todd Snyder and Don't Ask Why stores). When you use your AEO Visa Card for purchases made outside of AEO locations anywhere Visa is accepted, you will earn 5 points per \$1 (USD) spent on net purchases (merchandise purchased minus discounts, returns, adjustments) per transaction (rounded to the next nearest whole dollar) ("Net World Purchases") under the Program. Points will not expire so long as there is one purchase within a 375 day rolling period. See the "Keeping Your Account Active" section of the Program terms for more details.

### **General Terms and Conditions for the AEO Credit Card and AEO Visa Card**

#### **Extra Access Status**

When you spend \$350 in a calendar year on Net Qualifying Purchases with your AEO Credit Card or AEO Visa Card at American Eagle Outfitters stores, Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders, you will qualify for Extra Access status. Extra Access status will be awarded approximately 1 day after you meet the purchase threshold. Extra Access members will receive a \$15 Off Reward for every 2,500 points earned.

#### **Free Shipping**

Cardholders are eligible for free standard shipping to US, Puerto Rico, and Canada on purchases made at [AE.com](http://AE.com) and [Aerie.com](http://Aerie.com) (including purchases made through the AEO | Aerie mobile app) and via direct phone orders when using their AEO Credit Card or AEO Visa Card.

#### **Reward Fulfillment and Redemption**

All the points you earn with your AEO Credit Card and AEO Visa Card will be added to your Program account. Points earned can take up to 30 days to post to your Program account. You will receive your Rewards via email, text and/or the AEO | Aerie Mobile app. If you were an AEO Credit Card or AEO Visa Card holder prior to September 6, 2017 and AEO does not have an email address connected to your Program account, Rewards will be mailed to you through March 31, 2018. After March 31, 2018, no Rewards will be issued via mail and any points or credits earned will continue to accrue until such a time as a unique email address is provided. See "Rewards" section of the Program terms for additional information about Rewards and Reward issuance.

## **Other Conditions**

In order to earn points under the Program with your AEO Credit Card or AEO Visa Card, your credit card account must be in good standing at the time of your Net Qualifying Purchase or Net World Purchase. AEO reserves the right to amend or modify or terminate the Program at any time. If, in its sole discretion, AEO suspects fraud, misrepresentation, abuse or violation of these Terms, AEO has the right to take the appropriate administrative or legal action, including the cancellation of accumulated points and termination of Program participation. If your participation in the Program is cancelled (either by you or by AEO) you will forfeit any existing points. If your AEO Credit Card or AEO Visa Card account is closed for any reason, including after over 24 months of inactivity, you may still participate in the AEO Connected program, but only the Terms and Conditions of the Program will apply, not the Credit Card Terms set forth in this addendum.

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Updated: December 19, 2019