

Member Appreciation Event Terms and Conditions

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OVERVIEW: The Member Appreciation Event (the "Promotion") is a "Quickly Instant" campaign, which means you received or saw a notification that the campaign is "live". Click on the link in the notification to participate. The timing or your response determines the value you'll get.

1. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and RealRewards loyalty program members at the time of entry. Employees of Sponsor, Administrator, and their parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: AEO Management, Co., 77 Hot Metal Street. Pittsburgh, PA 15203.
Administrator: Quikly, Inc., 1505 Woodward Ave., 4th Floor, Detroit, MI 48226.

3. Timing: This Promotion went live at 6:00 a.m. Eastern Time ("ET") and ends either when all prizes are given out or at 5:59 a.m. Eastern Time ("ET") on April 20, 2024, whichever is earlier (the "Promotion Period"). The Administrator's database computer is the official time-keeping device for this Promotion.

4. How to Participate: You either received or have seen a notification that the Promotion is live. Participation is contingent on a qualifying entrant being signed into a valid Real Rewards loyalty account. Once an entrant is signed into their Real Rewards account, simply click on the link in the notification and follow the onscreen instructions to participate. Entrants will be notified if they are selected as a winner by receiving a message onscreen and via email to the entrant's Real Rewards loyalty account holder email address. The prizes set forth in Section 5 below will be distributed in a random order throughout the Promotion Period. The number of entrants, random order of distribution, and the timing of when an entrant clicks on the link relative to other participants will determine whether an entrant is selected as a potential winner (see Section 5 below).

By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these Terms and Conditions and all decisions of the Sponsor and Administrator, which shall be final and binding in all respects.

Participants are not permitted to share the same email and/or phone number. Any attempt by any participant to obtain more than one (1) prize by using multiple/different email addresses, phone numbers, or any other methods will void that participant's entry and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. Each potential winner may be required to show proof of being an authorized Real Rewards account holder.

5. Prizes and Notification:

Here are the prizes being distributed in random order during the Promotion Period:

- AE or Aerie underwear valued up to USD \$15.95 (50 Total)
- AE or Aerie top valued up to USD \$59.95 (35 Total)
- AE or Aerie bottom valued up to USD \$59.95 (35 Total)

If an entrant is selected as a potential winner, a prize code will be delivered immediately to participant via the website or email, which they can redeem at AE® and Aerie® stores and ae.com® and aerie.com® in the USA (including PR) only for the corresponding prize (subject to terms & conditions and exclusions as applicable). Prizes include the following; one American Eagle or Aerie underwear valued up to \$15.95 USD (Original Ticket Price), one American Eagle or Aerie top valued up to \$59.95 USD (Original Ticket Price), one American Eagle or Aerie bottom valued up to \$59.95 (Original Ticket Price). Exclusions include but are not limited to: Aerie tops exclude Aerie Licensed Sleep Tees, Aerie Real Foundation T-Shirts and Sweatshirts and AE Tops Multipacks. The Promotion will indicate whether a special notification is required for any particular prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner of any prize cannot be contacted, fails to follow prize claim instructions, or fails to provide any other requested information within the required time period, or if the prize is returned as undeliverable, the potential winner forfeits his/her prize and will be disqualified. Receiving a prize is contingent upon compliance with these Terms and Conditions. Unclaimed prizes will not be awarded. Released Parties (defined below) are not responsible for any participant's (and/or potential winner's) change in email address and/or phone number.

Prizes non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize or prize component should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Likelihood of winning a prize depends on the speed with which a participant responds to the go-live notification relative to the speed of all other participants.

6. Release: By participating in the Promotion, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

7. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, shall determine the best method for distributing any or all of the prizes offered herein to valid participants. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal

and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail or electronic communications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason any participant's opt-in is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another opt-in in the Promotion, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Terms and Conditions to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

10. Disputes: THIS PROMOTION AND ITS RULES ARE GOVERNED BY US LAW AND ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS AND SPONSOR IN CONNECTION WITH THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE PROMOTION OR ANY PRIZE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

11. Participant's Personal Information: You agree and acknowledge that the information you provide may be collected, stored, used, and shared in accordance with Sponsor's Privacy Notice (<http://www.ae.com/privacy>) and California Disclosures (www.ae.com). For more details, please see the privacy policies at www.ae.com. Additionally, information collected from participants is subject to Sponsor's Privacy Policy available at <https://www.ae.com/content/help/privacy-notices> and Administrator's Privacy Policy available at <https://www.quickly.com/page/privacy>.