

Real Rewards by American Eagle & Aerie® Rewards Program Terms and Conditions

The Real Rewards by American Eagle & Aerie® Rewards Program (the “Program” or the “Real Rewards program”) is American Eagle Outfitters’ (“AEO”, “We” 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, Aerie, and OFFL/NE by Aerie. See “Earning Points” section for details. For every 1,250 points earned by a member, a \$5 Reward is issued, good for use at American Eagle Outfitters stores, Aerie stores, OFFL/NE by Aerie stores, AEO Factory stores, Aerie Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders (each an “AEO Location”, collectively the “AEO Locations”). Additional benefits include: an exclusive \$5 off birthday offer and other member-only sales / events. See “Rewards” section for details.

General

The Real Rewards program 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 Real Rewards program and that you have read and agree to these Real Rewards 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 digitally operated. AEO sends Program-related information to the email address that you associate with your account. All Program emails will be sent from AE@e.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 RealRewards@ae.com.

You are responsible for checking for updates to the Program Terms and Conditions (“Terms”). The Terms published on the Real Rewards program website will be the applicable Terms for the Program. These Terms may be amended from time to time, by AEO at its sole discretion, and will supersede all previous versions of these Terms. These Terms will be posted on <https://www.ae.com/realrewards/Terms>, 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 (which is either 18 or 19 years of age, depending on legal jurisdiction of residency) (collectively, “Eligible Minors”) are required to get a parent 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 Real Rewards 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, including retroactively, to 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 to earn a Reward, AEO may determine (in its sole discretion at any time) that any unused points or other benefits cannot be carried over into any new program. Similarly, and unless otherwise determined by AEO (in its sole discretion at any time), you will not be entitled to any compensation (in any form whatsoever) for any unused points and the points may have a lesser or different value under any new program.

In order to enroll into the Real Rewards program, you have to provide your name and a unique email address that you have the right to use. Only one Real Rewards program membership may be associated with a single email address. You may have one and only one Real Rewards program membership. There is no fee to join the Real Rewards 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 Real Rewards program, as well the following additional terms:

Associates may not use their Real Rewards program membership on any transactions other than their own purchases. Any violation of this policy or suspicious use of the Real Rewards program membership may result in: the closure of the associate's Real Rewards program account, forfeiture of all current Real Rewards program benefits and removes their capability to participate in all current and future evolutions of 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 ("Active Account"). An Active Account is maintained as long as at least 1 qualifying purchase is made within a 375-day rolling period. If no qualifying purchase is made in a 375-day rolling period, all points will be expired and your account will be deactivated (by AEO in its sole discretion). A deactivated account is defined herein as an 'Inactive Account.'

The following activities qualify to keep account active (each a "Qualifying Activity", collectively "Qualifying Activities"):

1. Making a qualifying purchase within a 375-day rolling periods at any AEO Location;

2. Making purchases using the Real Rewards Visa[®] Card outside AEO Locations anywhere Visa[®] is accepted.

All decisions made pursuant to this section are at AEO's sole and final discretion.

Reactivating Your Account

To reactivate an Inactive Account, you must make a qualifying purchase at any AEO Location ("Reactivating Activity"). For avoidance of doubt, making a purchase using the Real Rewards Visa[®] Card outside AEO Locations does qualify as a Reactivating Activity and will result in reactivating an Inactive Account. All decisions made pursuant to this section are at AEO's sole and final discretion.

Account Limitations

Limitations (including but not limited to reviewing, freezing, suspending, deactivating or terminating an account) are implemented to help protect AEO, its customers, and its Real Reward program members when AEO notices activities that appear as unusual or suspicious. Limitations also help AEO collect information necessary for keeping your Real Rewards program membership open.

Please note when AEO notices, or otherwise suspects or is informed of any potential unusual or suspicious activity is occurring with regard to or related to your account, AEO reserves the right in its sole discretion to apply limitations (including but not limited to reviewing, freezing, suspending, deactivating, and/or terminating your account), with or without notice to you.

Should you notice or suspect that limitations have been applied to your account, please call 1 (800) 340-0532 or email us at RealRewards@ae.com. All decisions made pursuant to this section are at AEO's sole and final discretion.

Earning Points

Overview

Points will be earned for qualifying purchases made at any AEO Location. Unless otherwise determined by AEO (in its sole discretion), no points will be earned for purchases made at Todd Snyder stores, www.toddsnyder.com, or at Tailgate stores. Regardless of AEO Location, the qualifying amount ("net qualifying purchase") for earning points is the transaction total for qualifying merchandise. No points are issued for gift card purchases and/or charitable items or contributions. Points will be applied to the loyalty account that is provided for each transaction at checkout. Points are calculated for your order after any and all discounts and/or rewards have been applied, but before sales or other taxes, state fees, and shipping charges (collectively "Taxes and Fees") have been applied. Points will be applied to the loyalty account provided for each transaction.

Specific Points Benefits

- **Standard Points Earning:** As a Real Rewards program member, you earn points for every qualifying \$1 spent, rounded to the nearest dollar.
 - Level 1 members earn 10 points per dollar;

- Level 2 members earn 15 points per dollar; and
 - Level 3 members earn 20 points per dollar.
- **Earning Double Points on Qualifying Jeans:** For purchases of qualifying jeans, you earn double points for every qualifying \$1 spent, rounded to the nearest dollar:
 - Level 1 members earn 20 points per dollar;
 - Level 2 members earn 30 points per dollar; and
 - Level 3 members earn 40 points per dollar.

For purposes of earning double points, qualifying jeans exclude third party and all other denim items, such as jackets, skirts, shorts and shirts.

Please note, the awarding of double points is limited to the qualifying dollar amount spent on qualifying jeans (and not to the entire transaction at issue). For example: if your transaction at an AEO Location includes both a pair of qualifying jeans and another qualifying item, you will receive: (a) double points for the qualifying jean; and (b) standard points for the qualifying item.

- **Real Rewards Credit Cardmember Double (2x) Points Earning:** As a Real Rewards credit cardmember, you earn double points for every qualifying \$1 spent on purchases with your Real Rewards credit card, rounded to the nearest dollar. You may see Reward Points you receive advertised as “% Back in Rewards.”
 - Level 2 Real Rewards credit cardmembers earn 30 points (12%) per dollar; and
 - Level 3 Real Rewards credit cardmembers earn 40 points (16%) per dollar.
- **Earning Quadruple (4x) Points on Qualifying Jeans with your Real Rewards Credit Card:** For purchases of qualifying jeans using your Real Rewards credit card, cardmembers earn quadruple points for every qualifying \$1 spent, rounded to the nearest dollar. You may see Reward Points you receive advertised as “% Back in Rewards.”
 - Level 2 Real Rewards credit cardmembers earn 60 points (24%) per dollar; and
 - Level 3 Real Rewards credit cardmembers earn 80 points (32%) per dollar.

For purposes of earning quadruple points, qualifying jeans exclude third party and all other denim items, such as jackets, skirts, shorts and shirts.

Please note, the awarding of quadruple points is limited to the qualifying dollar amount spent on qualifying jeans (and not to the entire transaction at issue) and must be tied to Real Rewards credit card tender. For example: if your transaction includes both a pair of jeans and another qualifying item, you will receive: (a) quadruple points for the qualifying jean; and (b) double points for the qualifying item when you use your Real Rewards credit card.

- **Additional Points Opportunities:** 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 could be featured on AEO digital channels (including the AEO website or the Real Rewards program website or) and are subject for terms and conditions changes or communicated in any way, without notice, at any point in time, by the sole

discretion of the Administrators.

Returns and Exchanges

When a member returns merchandise or exchanges for items of lesser items those returned items will also see a deduction of the point balance earned for that purchase. Points, credits, benefits earned on any purchases at AEO Locations, will be deducted from your Real Rewards program member account in the case of a return or exchange.

Missing Transactions

In order to request missing points for a net qualifying purchase, you must have the receipt information available, which includes: (1) store number (2) transaction number or online order number (3) register number and (4) date of purchase.

You may request a credit for any transactions that are missing from your account within, sixty (60) days of the original purchase date. To request credits, go to the website <https://www.ae.com/us/en/myaccount/real-rewards/earning-history> and fill out the Missing Points form. Other options include filling out the form in the AEO | Aerie mobile app or calling 1 (800) 340-0532.

If new to the Real Rewards program, you may 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.

Rewards

Overview

Rewards are for discounts off future eligible purchases at AEO Locations (unless otherwise specified) (each a "Reward", collectively "Rewards"). Rewards may contain terms and conditions that must be completed prior to use or contain other limitations that will be applied during use.

Rewards are automatically generated and typically issued at least monthly. There is a no waiting period on points after purchases are made, before they become eligible for reward issuance. You should typically receive your Reward within 30 days after you have reached the reward threshold. Returns made after rewards are issued will result in a negative points balance regardless of reward use.

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

Unless otherwise indicated on the Reward, Rewards will expire at 11:59 PM Eastern Time on the expiration date reflected on the Reward certificate (this date is set as 60 days from the date of issuance, rather than the date the Reward was received by you).

Reward Types

- **Dollar-Off Reward:** For every 1,250 points you earn, you're eligible for a \$5 Off Reward. Dollar-Off Rewards will be issued in \$5 increments, from an initial \$5 increment up to a \$60

increment. More than 1 Dollar-Off Reward may be issued at a time. A summary of the Dollar-Off Rewards and points required to earn is included below:

Dollar-Off Rewards	Points Required to Earn
\$5	1,250
\$10	2,500
\$15	3,750
\$20	5,000
\$25	6,250
\$30	7,500
\$35	8,750
\$40	10,000
\$45	11,250
\$50	12,500
\$55	13,750
\$60	15,000

- You may use your Dollar Off Reward for regular, marked down or clearance merchandise. The Dollar Off Rewards may not be used for the purchases of gift cards or charitable items. The Rewards cannot be used toward third-party, Todd Snyder, gift cards or charitable items. Rewards will be subject to terms and conditions outlined on the Reward as well as Program terms and conditions. If the total purchase amount upon which the Reward is applied is less than the amount of the Dollar Off Reward, the difference will be forfeited after the transaction is completed. Other exclusions and restrictions may apply, see Reward certificate for more information.

You must provide a current, unique to the program, email address that you have authority to use to be an active member in the program and receive program benefits. You could receive some Rewards and program benefits via email, text, the website and/or the AEO | Aerie Mobile app, so to get the most of the program, it is recommended that members opt in to all communication channels. You are responsible for ensuring that your email, mobile number, and app stay updated, opted-in, and deliverable. Rewards will not be mailed, with the exception of those members requiring a reward in accordance with the Americans with Disabilities Act (ADA). Any member requesting, or otherwise requiring, a mailed reward for this purpose will need to contact RealRewards@ae.com or call 1 (800) 340-0532.

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 communicate and make promotional offers and benefits selectively available to members, based on purchase activity, Program participation or other factors.

EMAIL: By providing your contact information, you agree to receive marketing communications, including offers, benefits and promotional messages related to your membership, from the Real Rewards program. You may unsubscribe from/opt out of receiving marketing and promotional communications at any time by emailing RealRewards@ae.com or calling 1 (800) 340-0532. If you opt out of marketing communications, you will still receive your core benefit program Rewards and exclusive \$5 off birthday offer coupons to all deliverable email addresses associated with your account, and you will not receive additional program promotions, reward opportunities and offers. If you no longer want to receive your rewards and \$5 off birthday coupon offers, you will need to call and request your account be closed.

MOBILE: By signing up for the Real Rewards mobile program, you are providing consent to receive mobile marketing messages from the Real Rewards program at the mobile number you provide. You agree that the messages may be sent using all methods of transfer such as autodial and other automated technologies. 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.

Program Tiers

A member's eligibility to achieve new tier statuses is based on net qualifying spend at AEO Locations.

- If you spend \$150 or more, you will be placed into Level 2.
- If you spend \$350 or more, you will be placed into Level 3.

Status benefits typically start within 15 days after the transaction that qualified you for your new tier status.

Real Rewards program members will earn faster at higher tiers.

- Level 2 members earn 15 points per \$1.
- Level 3 members earn 20 points per \$1.

Tier 3 members are also eligible for free shipping (and free returns) to US, Puerto Rico, and Canada on qualifying purchases of at least \$25.00 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 have at least \$25.00 of merchandise (applied before Taxes and Fees) in your cart at the time of purchase.

You will remain at your Real Rewards program tier status for the calendar year at which the tier status was reached and one subsequent calendar year. Your tier status will be reevaluated at the end of each calendar year, based on that calendar year's net qualifying purchases. To maintain for your tier status, you must re-qualify (i.e., spend that tier's threshold amount or more on net qualifying purchases) each year. For example, if you earn Level 2 status during Year 1, your status will be valid through December 31st of Year 2. If you do not requalify for Level 2 status

during Year 2 (by spending \$150 or more on net qualifying purchases by December 31 of Year 2), you will be reset to Level 1 status on December 31st of Year 2. If you do spend \$150 or more on net qualifying purchases during Year 2, your status will remain valid for through December 31st of Year 3.

Associates are eligible for tier status upgrades and benefits. The qualifying spend calculated towards reaching statuses will be based on the total purchase after the associate discount is applied.

Birthday Benefit

As a member (including Tier 2 and Tier 3 members), you'll receive annually, a one-time use, birthday offer of \$5.00 USD off a single total purchase within your birthday month. The birthday offer will typically be sent on or around 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 offers are valid at participating AEO Locations. The birthday offers are 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 RealRewards@ae.com or by calling 1 (800) 340-0532. When you cancel your membership, you will forfeit all program benefits including existing/pending points and rewards.

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, benefits, and Rewards. AEO reserves the right to void Program accounts and/or Rewards, points, or benefits associated with anyone who has engaged in deception, forgery, fraud (including, without limitation, fraudulent use of the "Missing Points" 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 Real Rewards 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, program rules or general conditions.

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 Notices](#), [Canadian Privacy Notice](#) and [California Privacy Notice](#).

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.

DISPUTES

Timing of Claims: Any cause of action or claim you may have with respect to the Program (including, but not limited to, the purchase of products/services, the earning of points/rewards, etc.) must be commenced within one (1) year after the claim or cause of action arises.

Arbitration and Venue: For all disputes arising out of or relating to the Program or these Terms, you submit and consent to the exclusive personal jurisdiction and venue in Allegheny County, Pennsylvania. Any dispute relating in any way to your visit to this Program shall be submitted to confidential arbitration in Allegheny County, Pennsylvania, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, including in Allegheny County, Pennsylvania. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator. Ultimately, the selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard each party shall pay for and bear its own costs and legal fees, costs and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur). To start an arbitration proceeding, use the form on AAA's website (www.adr.org) or call the AAA at 1 (800) 778-7879.

Final Arbitration: The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

Class Action Waiver: To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER VISITORS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

Credit Card Rewards Addendum to the Real Rewards by American Eagle & Aerie™ Program Rewards Terms and Conditions

By applying for a Real Rewards by American Eagle & Aerie™ Credit Card or Real Rewards by American Eagle & Aerie™ Visa® Card, you acknowledge you have either previously signed up for the Real Rewards by American Eagle & Aerie™ program (the "Program" or the "Real Rewards 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 <https://www.ae.com/realrewards/Terms> or by calling 1 (800) 340-0532. Applying for a Real Rewards Credit Card or Real Rewards Visa® Card will not automatically enroll you in the Real Rewards program if you do not provide an email address with your application. The email address provided must be a unique email address that you have the right to use. Only one Real Rewards program membership may be associated with a single email address. You may have one and only one Real Rewards program

membership. Please note, the Real Rewards credit card is available to only US Residents.

Earning Points with your Real Rewards Credit Card or Real Rewards Visa® Credit Card

Earn points at American Eagle Outfitters stores, Aerie stores, OFFLINE by Aerie stores, AEO Factory stores, Aerie Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders (each an “AEO Location”, collectively the “AEO Locations”). Unless otherwise determined by AEO (in its sole discretion), no points will be earned for purchases made at Todd Snyder stores, www.toddsnyder.com, or at Tailgate stores. Points will be applied to the active loyalty account provided for each transaction. See Earning Points section of Terms for full details.

Both Real Rewards Credit Card members and Real Rewards Visa Credit Card members are automatically placed into Level 2 of the Real Rewards program, regardless of spend. To progress to Level 3 membership, Real Rewards Credit Card members and Real Rewards Visa Credit Card members must spend at least \$350 USD in a calendar year (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).

Please refer to the “Earning Points” section of the Real Rewards program for details about how to earn points at AEO locations on your Real Rewards Credit Card or Real Rewards Visa Credit Card. Points for purchases made outside of AEO will be applied to an active, loyalty account connected to the Real Rewards Visa® Credit Card. When you use your Real Rewards Visa® Credit Card for purchases made outside of AEO locations, anywhere Visa is accepted, you will earn 5 points (2%) 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 toward an active account. You may see Reward Points you receive advertised as “% Back in Rewards.”

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 Real Rewards Credit Card and Real Rewards Visa® Credit Card

A cardholding member will start in Level 2 and receive elevated benefits, benefits which are normally reserved for members who spend \$150+. No spend threshold is required for cardmembers. Cardmembers will have the opportunity to reach Level 3, if they spend \$350 in a calendar year on Net Qualifying Purchases with their Real Rewards Credit Card or Real Rewards Visa® Credit Card at American Eagle Outfitters stores, Aerie stores, OFFLINE by Aerie stores, AEO Factory stores, through online transactions (including purchases made through the AEO | Aerie mobile app) and via direct phone orders. New tier statuses will typically be awarded within 30 days after you meet the purchase threshold.

Free Shipping and Returns

Cardmembers are eligible for free standard shipping (and free returns) to US, Puerto Rico, and Canada on purchases made at AE.com and Aerie.com (including purchases made through the AEO | Aerie mobile app) and via direct phone orders when using their Real Rewards Credit

Card or Real Rewards Visa® Credit Card. Purchases made at AE.com, Aerie.com, and the AE+Aerie mobile app made through a mobile wallet may not receive free standard shipping and returns.

Pick Your Own Sale Day

Offer issued annually and will be sent to the email address associated with your Real Rewards account once you become a Cardmember.

Reward Fulfillment and Redemption

All the points you earn with your Real Rewards Credit Card or Real Rewards Visa® Credit Card will be added to your Program account. Points earned can take up to 90 days to post to your Program account. You should typically receive your Reward within 15-21 days after you have reached the reward threshold. You will receive your Rewards via email, text and/or the AEO | Aerie Mobile app. No Rewards will be issued via mail and any points or credits earned will accrue and expire, in accordance with these Terms, until 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 Real Rewards Credit Card or Real Rewards Visa® Credit 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 current and future Program participation. If your participation in the Program is canceled (either by you or by AEO) you will forfeit any existing points. If your Real Rewards Credit Card or Real Rewards Visa® Credit Card account is closed for any reason, including after over 24 months of inactivity, you may still participate in the Real Rewards 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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