

Real Rewards Quikly Campaign Flash Sale

Terms and Conditions

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

1. Eligibility: The Real Rewards Quikly Campaign Flash Sale (the "Promotion") is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico, who are at least fifteen (15) years old and Real Rewards program account holders at the time of entry. Employees of AEO Management, Co. ("Sponsor"), Quikly, Inc. ("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 discount code 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.

3. Timing: This Promotion begins at 11:00 a.m. Eastern Time ("ET") on August 10, 2020, and ends at 6:00 a.m. ET on August 11, 2020 (the "Promotion Period"). The timing for specific discount code availability is set forth in the table in Section 4 below. The Administrator's database computer is the official time-keeping device for this Promotion.

4. How to Participate: Visit ae.com or aerie.com on August 10, 2020, and login to your Real Rewards program account (if not already logged in) or create a new Real Rewards program account (if not already a member). Click on the discount code offer of your choice at or as soon after the "Go Live" time indicated for that discount code offer in the table below as possible. If you click on an offer once it goes live but before that quantity of discount codes is exhausted, you will receive a discount code for that offer. If you click on an offer after the quantity is exhausted but before the end of the Promotion Period, you will receive the "back up" offer discount code. Specific discount code offers, quantity, corresponding back up discount codes and timing are as follows (specific terms and conditions applicable to discount codes and back up discount codes are set forth in Section 5 below):

DISCOUNT CODES AVAILABLE ON AE.COM			
Go Live time	Discount Code	Quantity	Back Up Discount Code
11:00 a.m. ET	\$10 AE or Tailgate Tee (valued up to \$29.95)	1,500	30% off AE and Tailgate Tees
1:00 p.m. ET	\$15 Flannel or Shirt (valued up to \$49.95)	1,500	30% off a Flannel or Shirt
3:00 p.m. ET	\$20 Sweatshirt (valued up to \$59.95)	1,500	25% off a Sweatshirt
5:00 p.m.ET	\$20 pair of Jeans (valued up to \$59.95)	3,000	25% off Jeans

DISCOUNT CODES AVAILABLE ON AERIE.COM			
Go Live time	Discount Code	Quantity	Back Up Discount Code
11:00 a.m. ET	All Undies 10 for \$30	1,000	All Undies 7 for \$25
1:00 p.m. ET	\$15 Aerie Bralette	1,000	\$20 Aerie Bralettes
3:00 p.m. ET	30% off minimal-ish	1,000	20% off minimal-ish
5:00 p.m.ET	\$20 Legging (valued up to \$59.95)	1,000	\$30 Leggings (valued up to \$59.95)

ALL DISCOUNT CODES VALID UNTIL 11:59 P.M. PT ON AUGUST 11, 2020.

Upon clicking on the discount code, you will see an on screen notification as to whether you have received the discount code or the back up discount code. The email address associated with the Real Rewards program account used to participate will be shared with Quikly in a secure manner in order to send a one-time email communication containing the discount code you may use to purchase the item(s) indicated for the discounted amount. The email address will not be used for any other purpose. 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.

Limit: one (1) discount code per Go Live offer type, for a total of up to eight (8) discount codes. Only 5 discount codes may be used per order, however you may split your order into two to use all 8 discount codes. Please contact customer service at 1-888-232-4535 if you have issues redeeming all of your codes. Participants are not permitted to share the same Real Rewards program account. Any attempt by any participant to obtain more than one (1) discount code or back up discount code by using multiple/different Real Reward accounts, email addresses, phone numbers, or any other methods will void that participant's action 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 participant, the authorized account holder of the Real Reward program account that claimed the code will be deemed to be the participant. Each potential winner may be required to show proof of being an authorized account holder.

5. Discount Codes and Notification:

AE.COM DISCOUNT CODES. All discount codes valid through August 11, 2020 at select AE® stores and online at ae.com® in the USA (including PR) only (Stores may be closed due to COVID-19. Please reference storelocations.ae.com for up-to-date info on store hours and closures).

\$10 AE or Tailgate Tee

Receive 1 AE or Tailgate Tee for \$10 USD valued up to \$29.95 USD. You must be signed into your Real Rewards program account, have an AE or Tailgate Tee in your cart and enter the discount code in the ae.com® shopping bag to receive the discount.

30% off AE and Tailgate Tees

Original coupon (no copies) must be surrendered at time of purchase. You must be signed into your Real Rewards program account and enter the discount code in the ae.com® shopping bag to receive 30% off AE and Tailgate Tees.

\$15 Flannel or Shirt

Receive 1 AE Flannel or Shirt for \$15 USD valued up to \$49.95 USD. Original coupon (no copies) must be surrendered at time of purchase. You must be signed into your Real Rewards program account, have an AE Flannel or Shirt in your cart and enter the discount code in the ae.com® shopping bag to receive the discount.

30% off a Flannel or Shirt

You must be signed into your Real Rewards program account and enter the discount code in the ae.com® shopping bag to receive 30% off 1 AE Flannel or Shirt.

\$20 Sweatshirt

Receive 1 AE Sweatshirt for \$20 USD valued up to \$59.95 USD. You must be signed into your Real Rewards program account, have an AE Sweatshirt in your cart and enter the discount code in the ae.com® shopping bag to receive the discount.

25% off a Sweatshirt

You must be signed into your Real Rewards program account and enter the discount code in the ae.com® shopping bag to receive 25% off 1 AE Sweatshirt.

\$20 pair of Jeans

Receive 1 pair of AE Jeans for \$20 USD valued up to \$59.95 USD. You must be signed into your Real Rewards program account, have an AE Jean in your cart and enter the discount code in the ae.com® shopping bag to receive the discount.

25% off Jeans

You must be signed into your Real Rewards program account and enter the discount code in the ae.com® shopping bag to receive 25% off AE Jeans.

AE.COM/AERIE DISCOUNT CODES. Valid through August 11, 2020 at select Aerie® stores and online at aerie.com® in the USA (including PR) only (Stores may be closed due to COVID-19. Please reference storelocations.ae.com for up-to-date info on store hours and closures).

All Undies 10 for \$30

Buy 10 Aerie undies and get each Aerie undie for \$3 USD. Offer valid for Real Rewards program members only. Original coupon (no copies) must be surrendered at time of purchase. You must be signed into your Real Rewards program account, have 10 Aerie undies in your cart and enter the discount code in the aerie.com® shopping bag to receive the discount.

All Undies 7 for \$25

Buy 7 Aerie undies and get each Aerie undie for \$3.57 USD. You must be signed into your Real Rewards program account, have 7 Aerie undies in your cart and enter the discount code in the aerie.com® shopping bag to receive the discount.

\$15 Aerie Bralette

Receive 1 Aerie bralette for \$15 USD. Offer valid for Real Rewards program members only. Original coupon (no copies) must be surrendered at time of purchase. You must be signed into your Real Rewards program account, have an Aerie bralette in your cart and enter the discount code in the aerie.com® shopping bag to receive the discount. Not valid on sports bras, push-up bras, or lightly lined bras,

\$20 Aerie Bralettes

You must be signed into your Real Rewards program account and enter the discount code in the aerie.com® shopping bag to receive Aerie bralettes for \$20 USD. Qualifying bralettes priced under \$20 will retain lower price. Not valid on sports bras, push-up bras, or lightly lined bras,

30% off minimal-ish

You must be signed into your Real Rewards program account and enter the discount code in the aerie.com® shopping bag to receive 30% off Minimalish items.

20% off minimal-ish

You must be signed into your Real Rewards program account and enter the discount code in the aerie.com® shopping bag to receive 20% off Minimalish items.

\$20 Legging

Receive 1 Aerie legging (including Offline by Aerie) valued at up to \$59.95 for \$20 USD. Offer valid for Real Rewards program members only. Original coupon (no copies) must be surrendered at time of purchase. You must be signed into your Real Rewards program account, have an Aerie or Offline by Aerie legging valued at up to \$59.95 in your cart and enter the discount code in the aerie.com® shopping bag to receive the discount.

\$30 Leggings

You must be signed into your Real Rewards program account and enter the discount code in the aerie.com® shopping bag to receive Aerie or Offline by Aerie leggings valued at up to \$59.95 for \$30 USD. Qualifying leggings priced under \$30 will retain lower price.

For all discount codes: Offers can be combined with other Real Reward day discount codes and but cannot be combined with other discount codes or offers. Original coupon (no copies) must be surrendered at time of purchase. Not valid on clearance merchandise, 3rd party merchandise, previously purchased

merchandise or gift cards. No cash value. Offer applies to merchandise after discount costs have been applied, prior to sales tax and shipping & handling costs. This discount is not redeemable for cash, nor is it applicable toward previously purchased merchandise. All prices and/or promotions at ae.com and aerie.com® are reflected in USD for US customers. Not valid outside the USA. For additional details see Real Rewards program Terms.

Most discount codes will be delivered immediately to participant via the website and Real Rewards account email. 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 discount code cannot be contacted, fails to follow discount code claim instructions, or fails to provide any other requested information within the required time period, or if the discount code is returned as undeliverable, the potential winner forfeits his/her discount code and will be disqualified. Receiving a discount code is contingent upon compliance with these Terms and Conditions. Unclaimed discount codes 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. Discount codes will be fulfilled within 24 hours.

Discount codes 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 discount code for one of equal or greater value if the designated discount code should become unavailable for any reason. Winners are responsible for all taxes and fees associated with discount code receipt and/or use.

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 discount code 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 discount code.

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 discount codes 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 discount code. 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 discount codes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of discount codes 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 discount codes by a random drawing among all legitimate, un-awarded, eligible discount code 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 DISCOUNT CODE AWARD SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

11. Participant's Personal Information: 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), and these terms and conditions. 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-notice> and Administrator's Privacy Policy available at <https://www.quikly.com/page/privacy>.