Real Rewards Season of Wins Sweepstakes

Official Rules

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

Promotion Overview:

Real Rewards Season of Wins Sweepstakes (the "Promotion") includes an ("Instant Win Game") and a ("Sweepstakes").

Eligibility:

The Promotion is open only to legal residents of the 50 United States and Other U.S. Territories including the District of Columbia who are at least 18 years old at the time of entry. To receive prizes valued at \$2,000 or more, entrant must be able to submit a valid IRS Form W-9. Employees of Synchrony Bank ("Sponsor"), Merkle Inc. ("Administrator"), Retail Finance International Holdings, Inc., American Eagle Outfitters, Inc., and their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Agreement to Official Rules; Entrants Will Be Disqualified for Violations:

Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event there is a discrepancy or inconsistency between any other statements contained in any Promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site (defined below in the "How to Enter" Section), the Official Rules as posted on the Promotion Site shall prevail, govern and control. Entrants agree that they may not use any method to obtain more than the stated number of permissible Sweepstakes entries or Instant Win Game plays using robotic, automatic, programmed, or any other means (including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of any of these requirements will void

all Sweepstakes entries and Instant Win Game plays for the person(s) responsible for such action and result in their disqualification from the Promotion.

Sponsor/Administrator:

Sponsor: Synchrony Bank, 170 West Election Road, Draper, UT 84020. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075. The Real Rewards Credit Card and Real Rewards Visa® Credit Card are issued by Synchrony Bank.

Timing:

The Promotion begins on November 22, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Promotion.

How to Enter:

During the Promotion Period, visit seasonofwinssweepstakes.com ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), home address (P.O. Boxes are not permitted), and email address. If you have a Real Rewards Visa® Credit Card or Real Rewards Credit Card or open one during the Promotion Period, please provide the email address associated with your Real Rewards Visa® Credit Card or Real Rewards Credit Card. You will receive 1 entry into the Sweepstakes and 1 Instant Win Game play. By following the links and instructions, the results of the Instant Win Game will be displayed. Potential winners of the Instant Win Game will receive an email notification with prize claim instructions. Only potential winners who timely complete prize claim requirements and/or are verified as eligible, subject to household prize limits, will be awarded a prize. Administrator is responsible for the functionality of the Instant Win Game. Limit: You may receive 1 Sweepstakes entry and 1 Instant Win Game play for registering during the Promotion Period; you may receive 1 Instant Win Game per day for logging in during the Promotion Period.

Additional Sweepstakes Entries: During the Promotion Period, you may earn additional Sweepstakes entries, as outlined below:

Method 1 – Make a Purchase with Real Rewards Visa® Credit Card or Real Rewards Credit Card:

During the Promotion Period, after you register for the Promotion (see "How to Enter" Section above on details on how to register), make a purchase using your Real Rewards Visa® Credit Card or Real Rewards Credit Card at American Eagle, Aerie, Offline, ae.com, aerie.com or

anywhere Visa cards are accepted (exclusions include charitable donations and gift card purchases) ("Qualifying Purchase"). Purchases are subject to credit approval. Cardmember offers are subject to credit approval and a Real Rewards credit card must be used as the sole payment type. See Real Rewards Terms & Conditions for details. You will earn 1 Sweepstakes entry for each valid Qualifying Purchase (as determined by Sweepstakes Entities) during the Promotion Period. If you apply for Real Rewards Visa® Credit Card or Real Rewards Credit Card during the Promotion Period and are approved and in good standing, you will earn Sweepstakes entries for your Qualifying Purchase(s) made during the Promotion Period, up to the overall limit outlined below.

Method 2 - Enter by Mail:

To enter without making a Qualifying Purchase, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Real Rewards Season of Wins Sweepstakes," c/o Merkle Inc., P.O. Box 5020, Department 867861, Kalamazoo, MI 49003-5020, U.S.A. You will receive 1 entry into the Sweepstakes. Limit: 1 entry per envelope. All mail-in entries must be sent/postmarked by December 31, 2025 and received by January 8, 2026. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant is limited to a total of 15 Sweepstakes entries during the Promotion Period by using any combination of entry methods outlined above (Making a Qualifying Purchase with Real Rewards Visa® Credit Card or Real Rewards Credit Card or Entering by Mail).

Entry Limits:

Multiple entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Operation of Sweepstakes and Instant Win Game:

Administrator is an independent organization whose decisions as to the administration and operation, including the selection of potential winners, are final and binding in all matters related to the Promotion.

Sweepstakes:

Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around January 27, 2026 and will notify potential winners by email. The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

Instant Win Game:

There will be 300 random, computer-generated winning times seeded throughout the Promotion Period, one for each Instant Win prize offered. If you are the first player to play the Instant Win Game at or after one of the randomly-seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrant from a household to receive an on-screen notification of winning an Instant Win prize will be eligible to win the applicable prize. The odds of winning a prize depend on the date/time of entrant's game play, the number of prizes remaining available at the time of the game play, and the number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded.

Potential Winners Subject to Verification:

All potential winners are subject to verification by Sponsor and Administrator. An entrant is not a winner of any prize, even if the Instant Win Game or Sweepstakes Should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Instant Win Game play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

Potential winners (or parent/legal guardian if winner is a minor in their state of residence) of prizes valued at \$2,000 or more will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9 which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize. All other potential winners may be required to provide their name, home mailing address (P.O. Boxes not permitted) and date of birth to confirm eligibility and for purposes of prize fulfillment within 5 days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize.

Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of any prize is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only 3 alternate drawings will be held, after which the prize will remain un-awarded.

Prizes:

Quantity, Description and Approximate Retail Value ("ARV"):

Sweepstakes Prizes:

- 1 Grand Prize: A \$10,000 check. ARV: \$10,000.00.
- 4 First Prizes: A \$5,000 check. ARV: \$5,000.00.

Instant Win Game Prizes:

- 75 Second Prizes: A \$100 American Eagle eGift Card; terms and conditions apply. ARV: \$100.00.
- 100 Third Prizes: A \$50 American Eagle eGift Card; terms and conditions apply. ARV: \$50.00
- 125 Fourth Prizes: A \$25 American Eagle eGift Card; terms and conditions apply. ARV: \$25.00.

Total ARV:

The total ARV of all available prizes in the Promotion is \$45,625.00.

American Eagle eGift Card Terms and Conditions:

Call 1.877.274.3004 or go to <u>ae.com</u>® for your AEO® gift card balance. Unless otherwise required by law, this gift card may be redeemed for merchandise only in U.S. dollars, Canadian dollars, or Mexican Pesos, (depending on redemption jurisdiction, as determined by AEO) at any American Eagle Outfitters®, Aerie® or OFFLINE by Aerie™ store in the U.S., Canada, or Mexico, as well as at <u>ae.com</u>® or <u>aerie.com</u>, or by calling 1.888.232.4535. Purchase, use, or acceptance of the AEO® gift card constitutes acceptance of these terms and conditions, the AEO Terms of Use and the AEO Privacy Policy. This card cannot be applied as payment for the AEO® credit card, used to purchase other gift cards, redeemed or refunded for cash, or otherwise returned, unless otherwise required by applicable law. To redeem online, enter the gift card number and PIN at the checkout payment step. All gift card orders and payments will be processed at face value in U.S. or Canadian funds as applicable. Limit of three gift cards per online transaction. AEO is not responsible if a gift card is lost, stolen, damaged or used without permission. Lost,

stolen or damaged gift cards may be canceled and replaced with a new gift card in the amount of the then remaining balance upon proof of purchase (original sales receipt) by calling 1.877.274.3004. These terms and conditions are governed by the laws of the state/province where the card was purchased. No service fees and no expiration dates. This gift card is not reloadable and may not be resold. Unless required by applicable law, it cannot be redeemed for cash, returned, or used to purchase other gift cards or pay an AEO credit card bill. If you violate these terms and conditions, this gift card may be canceled. Subject to compliance with applicable law, AEO may modify any of the terms and conditions governing your use of the AEO gift cards at any time, in its sole discretion. Gift cards are issued by AE Admin Services Co. LLC. American Eagle Outfitters Canada Corporation. American Eagle Mexico Retail, S. de R.L. de C.V., depending on jurisdiction. © 2025 AE Admin Services Co. LLC. All rights reserved.

Additional Prize Terms:

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$2,000 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Promotion. Limit of 1 Sweepstakes prize and 1 Instant Win Prize per household.

Release:

By receipt of any prize, winners agree to release and hold harmless Sponsor, Retail Finance International Holdings, Inc., American Eagle Outfitters, Inc., Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

Publicity:

Except where prohibited, participation in the Promotion constitutes each winner's consent and grant to Sponsor and its agents to use the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, Promotion entry, social handle and photo, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above-mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

General Conditions:

Sponsor's Right to Modify or Cancel:

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, including but not limited to fulfillment of the prize(s), where any of the following "Issues" occur:

- Fraud
- Technical failures;
- Human error;
- Any other factor that impairs the integrity or proper functioning of the Promotion; or
- Any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national
 emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that
 interferes with any aspect of the Promotion, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

Sponsor's Right to Disqualify Entrants:

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, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this 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 Official Rules shall not constitute a waiver of that provision.

Sponsor's Right to Limit Prizes Awarded to the Number Stated in these Rules:

In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of prizes offered in these Official Rules, Sponsor reserves the right to award only the stated number of prizes through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action to claim the prize.

Limitations of the Scope of Responsibility:

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion;
- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software:
- Unauthorized human intervention in any part of the Promotion, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole
 remedy is to take the required actions to receive another entry(s) in the Promotion, if it is
 possible; or
- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole
 or in part, from entrant's participation in the Promotion or to the receipt, use, inability to use or
 misuse of any prize.

Limitation of Liability/Governing Law:

EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY OF INCIDENTAL

OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. EACH ENTRANT HEREBY WAIVES THEIR RIGHT TO CONTEST JURISDICTION FOR ANY SUCH DISPUTE OR CLAIM. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Disputes Resolution and No Class Relief:

Any claim, cause of action or proceeding arising out of or relating to any Promotion shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with a Promotion, or any prize awarded, will be resolved individually, without resort to any form of class action. If a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

Severability:

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then:

- The validity, legality and enforceability of such provision as applied to any other particular facts or circumstances and the other provisions of these Official Rules shall not in any way be affected or impaired thereby; and
- Such provision shall be enforced to the maximum extent possible.

In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

Entrant's Personal Information:

Information collected from entrants is subject to Sponsor's Privacy Policy.

Winner List:

See this winner list for the Promotion winners. The winner list will be posted after winner confirmation is

Name Removal Notification System:

If you would like your name removed from Sponsor's marketing mailing list, please send your name and address to Synchrony Bank Promotion Opt-Out, PO Box 71727, Philadelphia, PA 19176-1727 and your name will be removed within 60 days of the request.

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