

Terms and Conditions – American Girl Rewards Program

Membership Terms

Effective Date: July 6, 2016

Last Modified: 3/1/17

These Membership Terms and Conditions (“**Membership Terms**”) apply to all members of the American Girl™ Rewards Program (hereafter the “**Program**”) offered by American Girl Brands, LLC (together with its affiliated companies, “**Company**”). Upon your completion of the enrollment process you: (i) become an American Girl Rewards Member (“**you**” or “**Member**”), and (ii) agree that you have read and accepted these Membership Terms. These Membership Terms are subject to periodic changes that Company may make in its sole discretion. Unless otherwise specified herein, all changes to these Membership Terms and the Participation Requirements (defined below) apply to all Members, including Members enrolled before the date the changes take effect. By using www.americangirl.com (the “**Site**”), participating in the Program or accepting any Program benefits or offers, you agree to these Membership Terms, which may be updated from time to time and are available for review at www.americangirl.com/REWARDS and will supersede all previous versions of these Membership Terms.

PLEASE READ THESE MEMBERSHIP TERMS CAREFULLY. THESE MEMBERSHIP TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

Other Policies and Procedures

These Membership Terms are subject to the [American Girl Privacy Policy](http://corporate.mattel.com/privacy-statement.aspx) found at <http://corporate.mattel.com/privacy-statement.aspx> (the “**Privacy Policy**”). Members may use the Site in connection with their membership and subject to the Terms of Use of the Site, which are found at <http://corporate.mattel.com/terms-conditions.aspx> (the “**Terms of Use**”).

Program-Eligible Purchases

“**Program-Eligible Purchases**” means Qualifying Purchases.

“**Qualifying Purchases**” means qualifying purchases of eligible products and services from participating: (i) Program Stores, (ii) restaurants at Program Stores, (iii) telephone or mail orders to the Company, (iv) Company licensed businesses (products and services selected by these businesses from time to time), and (v) websites branded or sponsored by Company or Program Stores.

“**Program Stores**” means the following stores located in the 50 United States and Washington D.C. For a list of Program Stores, visit <http://www.americangirl.com/retail/>.

Excluded Purchases

The following are excluded from Qualifying Purchases (collectively “**Non-Qualifying Purchases**”): (i) sales and use taxes; (ii) service fees; (iii) donations to charitable organizations; (iv) commercial account purchases, including, without limitation, any purchase made with a corporate credit card, unless specifically approved in writing by Company; (v) purchases of gift cards and e-gift cards; (vi) any redemption of Points for some part or all of the purchase price; (vii) shipping and delivery charges; (viii) purchases from third-party vendors on Company-branded and Company-sponsored websites if to complete a purchase the customer is redirected to the vendor’s designated website (other than a participating Company-branded or Company-sponsored website); (ix) sales or auctions on eBay or any other websites; (x) the portion of any purchase price which is eliminated due to a coupon or other discount, (xi) purchases outside the 50 United States or Washington D.C., (xii) purchases made with an employee discount; and (xiii) any other items which Company, from time to time in its sole discretion, may elect or be required to exclude based on any applicable laws or regulations or for any other reason.

Earning Points

When you present your membership identifier (i.e., email address) at the point of sale in accordance with these Membership Terms you earn base points on your Program-Eligible Purchase amount (“**Base Points**”) at the rate or rates established by Company. Members earn Base Points at the rate of one Base Point for every \$1.00 of Qualifying Purchase amount. If your Qualifying Purchase amount is not a multiple of \$1.00, you earn one additional Base Point if your Qualifying Purchase amount ends in \$0.01 or more. For example, a Qualifying Purchase amount of \$10.01 will earn 11 Base Points, while a Qualifying Purchase amount of \$10.00 will earn 10 Base Points.

Subject to these Membership Terms and the Participation Requirements (defined below), Members can also earn Points by participating in Company’s Product Review Benefit program (the “**Product Review Benefit**”).

The Product Review Benefit allows Members to earn 5 Points each time a Member reviews one of Company’s products (a “**Review**”) and that Review is approved by Company solely for the purposes of ensuring compliance with these Membership Terms and specifically the Content Restrictions. Members can complete as many Reviews of Company products as they would like, but will receive a maximum of 30 Points for product Reviews (i.e., 6 product Reviews) per Membership anniversary year.

Members are able to Review products online by clicking the “write a review” button and logging in (if not already logged in). Members must be logged into their user ID to receive Points. Following Company approval, Reviews will appear on the reviewed product’s page. To earn Points, Reviews must be in compliance with following content restrictions (“**Content Restrictions**”), as determined by Company in its sole discretion:

- Reviews must be in English;
- Reviews must be honest and accurate;
- Reviews must not be offensive, defamatory, degrading, obscene, profane or slanderous;
- Reviews must not be false, deceptive or misleading;
- Reviews must not violate any federal, state or local law or regulation;
- Reviews must not violate the Terms of Use or Privacy Policy;
- Reviews must not violate any third-party proprietary or intellectual property rights, including, without limitation, copyrights, trademarks, rights of publicity and privacy; and/or
- Reviews must comply with the Membership Terms.

For the avoidance of doubt, both positive and negative Reviews will receive Points, provide such Reviews comply with the Membership Terms and specifically the Content Restrictions. Except where prohibited by law, Members hereby grant Company a non-exclusive, perpetual, royalty-free license and right to use, throughout the world, any and all Reviews and Member names associated therewith in any and all advertising, marketing, promotional, press and public relations materials developed by Company or its designee.

Members may also earn Points on non-purchase activities pursuant to the terms and conditions governing those activities (which terms and conditions are incorporated into, and become a part of, these Membership Terms). Company reserves the right in its sole discretion to modify at any time the amounts and rates at which Base Points are earned for Program-Eligible Purchases.

Members may earn additional points, in addition to Base Points, on specified Qualifying Purchases pursuant to the terms and conditions of promotional offers (which terms and conditions are incorporated into, and become a part of, these Membership Terms) (“**Additional Points**”). Company reserves the right in its sole discretion to determine the terms and conditions of any Additional Point offer and to modify or terminate any Additional Point offer for any reason. Base Points and Additional Points are together referred to in these Membership Terms as “**Points**.”

POINTS ARE NOT EARNED ON PROGRAM-ELIGIBLE PURCHASES MADE PRIOR TO YOUR ENROLLMENT DATE OR PRIOR TO THE START DATE OF ANY ADDITIONAL POINT OFFER OR PROMOTION. Points may be issued instantly in your Points account; however, it may take approximately 5 days or more from the date of the Qualifying Purchases to issue such points. You may review your Point balance in your Points account on the Site (or such other site as designated by Company from time to time). You do not acquire property rights in any Points in, or earned but not yet issued into, your Points account.

Point Redemption and Expiration; Special Promotions

Except as otherwise determined by Company in its sole discretion, Members will receive a \$10 rewards certificate via email for every 200 Points earned up to a maximum of \$50 in rewards certificates per month, and \$500 in rewards certificates per membership anniversary year. For clarity, a month begins on the day a Member joins the Program, and continues for 30 days thereafter. A membership anniversary year begins on the day a Member joins the program and

continues for 365 days thereafter. For example, if you joined the program on September 7, 2016, you may earn a maximum of \$50 in rewards certificates between September 7, 2016 – October 6, 2016, and \$500 in rewards certificates between September 7, 2016 – September 6, 2017. Rewards certificates will be distributed on or about the 15th of the month after you earn 200 Points. Certificates will be emailed to members at the email address provided to Company at the time of sign-up on a monthly basis. For example, if you have 700 Points in your account at the end of a calendar month, you will receive a \$30 rewards certificate, and you will have 100 Points remaining in your account; if you have 200 Points in your account at the end of a calendar month, you will receive a \$10 rewards certificate. Rewards certificates expire on the date indicated on the certificate. The rewards certificate is subject to the terms and conditions listed thereon, must be used in a single transaction, and is not valid for cash. Company is not responsible for lost, stolen, mutilated, or expired rewards certificates. Certificates will not be replaced or reissued.

You may use your rewards certificate only to pay all or a part of the purchase price for Program-Eligible Purchases and not for Non-Qualifying Purchases. POINTS HAVE NO CASH VALUE AND MAY NOT BE REDEEMED FOR CASH, CREDIT, OR OTHER VALUE. NO CREDIT, CASH, OR OTHER VALUE WILL BE GIVEN FOR UNUSED POINTS. Company may establish multiple Redemption Values that differentiate among Members on the basis of, or that depend on, reflect, or are affected by, Member achievement of specified levels of Program-Eligible Purchases and/or similar criteria.

Further, Company may also award Point(s) to Members, or to any subset of Members from time to time. Company may attach additional or different terms to any Points awarded by Company, including, without limitation, establishing different (including shorter) expiration dates for any Points provided by Company. Company may limit the availability of any Program promotion, in whole or in part, to any Member(s) at any time. EXCEPT FOR POINTS ISSUED WITH A SHORTER EXPIRATION PERIOD, POINTS EXPIRE AT THE END OF THE 12 MONTH ANNIVERSARY OF THE DATE THOSE POINTS WERE EARNED. POINTS ISSUED WITH A SHORTER EXPIRATION PERIOD WILL EXPIRE AT THE TIME PERIOD SPECIFIED IN THE OFFER ON WHICH THEY WERE EARNED. ALL POINTS EXPIRE WITHOUT CREDIT, PAYMENT, OR OTHER VALUE TO YOU.

Company makes no representations that all Members will be treated equally in the Program and you, as a condition of your participation in the Program, waives any claims you may make regarding un-equal treatment by Company of Members, for any reason not prohibited by law.

Membership Linking

You acknowledge and agree that Company may link your membership to other identifiers (e.g., an email address, etc. each an “**Identifier**”) and you authorize the sharing of information necessary to facilitate the linking and any provision of Points. Each Member understands and acknowledges that certain Identifiers may have multiple users (e.g., a phone number) and that an Identifier may only be linked to one Program Member at a time. All Points earned when that Identifier is present will be posted to the membership account linked to that Identifier (and all purchases made when that Identifier is present will be visible under the Account History section

of the Site). If another member attempts to register an Identifier that you registered (e.g., someone who shares the same email address as you), the new Account will be rejected. If members from the same household wish to merge accounts, call 800-845-0005 for more information.

Returns

Any Points you earn on a Program-Eligible Purchase may be deducted from your Points account if you return the merchandise, or cancel the service, comprising that Program-Eligible Purchase, even if: (i) you have redeemed those Points prior to the return or cancellation, (ii) some or all of the Points deducted from your account are not related to the Program-Eligible Purchase for which such return or cancellation is made, and (iii) the deduction from your Points account results in a negative Points balance. In the event that the number of Points that could be deducted from your Points account as a result of a return or cancellation exceeds your current Points account balance, Company reserves the right to determine the Redemption Value of the Points shortfall and reduce the amount of your refund or credit for such return or cancellation by such Redemption Value.

Negative Points Balance

If you have a negative Points balance, you will still earn Points on Program-Eligible Purchases, which will be applied to your Points account until a positive Points balance is restored and thereafter.

Participation

There is no Program membership fee. The Participation Requirements for each Member are that such Member: **(i) is 18 years of age or older, (and (ii) has provided their first name, last name, a valid unique email address that such Member has the right to use, birthdate, and a username and password (the "Participation Requirements").** Additionally, participants may be invited to optionally provide information such as: (a) the member's correct zip code; (b) the Member's child's birthdate, child's name, child's gender or the Member's relationship to the child; and/or (d) the Member's social media accounts. Company may request proof of identification and age to verify (A) your eligibility for Program membership, (B) membership participation, and (C) your compliance with these Membership Terms. **By joining the Program, you agree to receive promotional emails from the Program.**

If as a result of a change by Company in the Participation Requirements a Member no longer meets the requirements for participation, then, from the date of such change, such Member will no longer be entitled to earn Points or receive other Member benefits (and all purchases from the date of such change by such Member will be Non-Qualifying Purchases), unless and until such Member meets the revised Participation Requirements.

Membership Tiers

Members will be able to achieve certain membership tiers based on Points earned in a given 12-month period. Once a tier is reached, a Member must continue to earn Points in order to maintain their corresponding tier status.

Silver Tier: Upon sign-up, Members will automatically become silver tier Members (“**Silver Tier**”). Silver Tier benefits include:

- Birthday Gift: Members who provide their child’s birthday (this is optional, and you are not required to share this information) will receive an email from Company revealing their child’s birthday gift. Members can receive birthday gifts for up to 4 registered children’s birthdays.

Gold Tier: Members who accumulate at least 350 Points within a 12- month period following the Members enrollment date will be deemed a gold tier Member (“**Gold Tier**”). To maintain Gold Tier status, a Member must earn at least 350 new Points during each consecutive 12-month period following the date Gold Tier status was reached. If 350 Points are not accumulated in 12 months, the Member will be deemed a Silver Tier status. Gold Tier benefits include:

- All silver tier benefits
- Early Access: Early access opportunities will be sent to Members via their Member email address. Unless otherwise specified, early access cannot be shared or transferred.
- Exclusive Experiences: Early experience opportunities will be sent to Members via their Member email address. Unless otherwise specified, exclusive experiences cannot be shared or transferred.

Berry Tier: Members who accumulate at least 700 Points within a 12- month period following the Members enrollment date will be deemed a berry tier Member (“**Berry Tier**”). To maintain Berry Tier status, a member must earn at least 700 new points during each consecutive 12-month period following the date Gold Tier status was reached. If 700 points are not accumulated in 12 months, the member will be deemed a Gold Tier member if the Member’s Points are between 350-699 at the twelve-month mark or Silver Tier if points are between 0-349. Berry Tier benefits include:

- All Silver Tier and Gold Tier benefits
- VIP Surprise: Members will receive gifts via their Member email or home address. Berry recognition gifts will be provided on an annual basis, or as otherwise determined by us.

Loss of Membership Identifier, Restrictions, and Taxes

You are entitled to only one Points account. If you have more than one account we may, in our discretion, combine your accounts into one Points account. We also reserve the right to close accounts at any time in our discretion. You will immediately notify Company in the event of change in Identifier. Company is not responsible for (i) lost or stolen Identifiers or (ii) any misuse resulting from lost or stolen Identifier. Your account remains the property of Company

and must be surrendered upon request. Except as expressly permitted by Company in its discretion, accounts and Points are not transferable and may not be sold, resold, exchanged, or bartered. Points you earn or are awarded may be subject to taxation, for which you are solely responsible.

Fraud and Errors

Company may adjust your Points account status or Points balance, at any time and without notice, due to any (A) computer error, (B) technical issues experienced by Company, (C) machine malfunction, (D) employee, customer, or other error, (E) fraud or other misuse of Points or the Program or (F) other reason which Company deems appropriate. All transactions involving Points are subject to review and verification by Company. All Points are for one-time use, and all transactions involving Points are final unless otherwise determined by Company. Any violation of these Membership Terms may result in the confiscation or cancellation of your Points and the suspension or termination of your Membership.

Overall Program Membership Terms

The Program is void where prohibited by law. All references by the Company on the Site, or otherwise, to the American Girl Rewards program shall be deemed references to the Program. Use of the Site, without enrolling in the Program, does not make you a Member and does not entitle you to the benefits of membership in the Program. If any provision of these Membership Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Membership Terms and will not affect the validity and enforceability of any remaining provision. Participation in the Program is subject to these Membership Terms and all other terms and conditions, rules, policies, and procedures that Company may establish or change at any time and from time to time without notice.

Company may change the Program and these Membership Terms at any time and without notice, including but not limited to (i) changing the Program's earning rates, (ii) changing the Program's structure, (iii) removing or changing Points, including the rate at which Points are earned, (iv) changing the Redemption Value of Points, (v) raising or lowering Point levels, (vi) revising the procedures and rules for earning or redeeming Points, (vii) changing when Points expire, (viii) associating, combining, integrating, linking, or merging the Program with other programs, (ix) associating, combining, integrating, linking, or merging other programs with the Program, and (x) changing the list of participating: (1) Program Stores and Program Store locations and formats, (2) food concessions at Program Stores, (3) Company or Program Store-branded catalogs, (4) Company licensed businesses, and (5) Company or Program Store-branded or sponsored websites. Company may make these changes even if these changes affect your ability to use Points already accumulated. You are responsible for remaining knowledgeable about these Membership Terms. Your continued participation in the Program constitutes your acceptance of any changes to these Membership Terms.

If to access your Points account you use a user ID and password, you are fully responsible for maintaining the confidentiality of your user ID and password and are fully responsible for all activities that occur with respect to your user ID and password, whether or not you authorize the

activities. You must immediately notify Company of any unauthorized use of your user ID or password of which you become aware. You acquire no property rights in your password, Member Number, or Points account. You may not give access to your Points account to any third-party on-line service, including but not limited to any points management service, points tracking service, points aggregation service, or other service.

The interpretation and application of these Membership Terms is at the sole discretion and determination of Company, which in each case is final and conclusive. Company assumes no responsibility for errors caused by equipment or system malfunctions, acts of God or other items outside of Company's control, or incorrect Member information and Member understands and acknowledges that certain limited time offers may not be available due to the foregoing interruptions ("**Interruptions**") and therefore Member may not have an opportunity to take advantage of such offers. Company reserves the right, in its sole discretion, to either extend a limited time offer (or not) or offer an alternative offer (or not) in the event of an Interruption and Member waives any claim Member may have due to his/her inability to accept an offer or redeem her/his Points due to such Interruption. If you wish to discontinue your participation in the Program you may cancel at any time by contacting: calling us at 800-845-0005.

The laws of the State of Wisconsin apply to the Program and these Membership Terms without regard to any conflict of law rules that may require the application of the laws of another jurisdiction. Our failure to insist upon or enforce your strict compliance with these Membership Terms will not constitute a waiver of any of our rights.

Confidential Arbitration

You agree that by entering into these Membership Terms, you and Company are each waiving the right to trial by jury and the ability to participate in a class action. ANY AND ALL DISPUTES COMPANY OR YOU HAS RELATING IN ANY WAY TO THE PROGRAM OR YOUR RELATIONSHIP WITH THE COMPANY (INCLUDING WITHOUT LIMITATION WITH RESPECT TO POINTS, PROGRAM DATA, YOUR TRANSACTIONS WITH THE COMPANY, COMPANY'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS (TEXT) MESSAGES COMPANY SENDS TO YOU, OR THE USE OR DISCLOSURE OF ANY INFORMATION ABOUT YOU), THESE MEMBERSHIP TERMS, PRIVACY POLICIES, TERMS OF USE, THE SITE OR YOUR STATUS AS A MEMBER (COLLECTIVELY, "PROGRAM CLAIMS") WILL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE, EXCEPT TO THE EXTENT THAT YOU HAVE, IN ANY WAY, VIOLATED OR THREATENED TO VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHT. PROGRAM CLAIMS INCLUDE CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR THE COMPANY'S NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCE OF LAW.

A Member who intends to seek arbitration must first send to the Company, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Company must be mailed to American Girl Law Department at 8400 Fairway Pl, Middleton, WI 53562. The Notice shall describe the nature

and basis of the claim or disputes and the specific relief sought. If you and we cannot reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence arbitration.

All arbitrations required by these Membership Terms will be conducted under the Commercial Arbitration rules of the American Arbitration Association. The arbitrator's award is binding and may be entered in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration brought under, or with respect to, Program Claims is to be joined to an arbitration involving any other party subject to these Membership Terms whether through class arbitration proceedings or otherwise. Unless Company and Member agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

For arbitration claims you assert against Company in accordance with this section (but not for any arbitration claim against you) Company will pay all of your administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Unless unlawful, Company will pay its, and you will pay your, lawyers', experts', and witness fees, expenses, and costs with respect to all claims. The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST COMPANY IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY PROGRAM CLAIMS. THIS SECTION (CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND COMPANY.

Company or you may seek injunctive relief only in the US District Court for the Western District of Wisconsin in Madison, Wisconsin, USA, and Company and you consent to the exclusive jurisdiction and venue in the sthe US District Court for the Western District of Wisconsin in Madison, Wisconsin, USA for injunctive relief purposes. The arbitrator shall have no authority to issue injunctive relief.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE MEMBERSHIP TERMS, UNDER NO CIRCUMSTANCES IS COMPANY LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. YOUR MAXIMUM RECOVERY UNDER ANY THEORY OF LIABILITY SHALL NOT EXCEED THE AMOUNT OF POINTS

**AWARDED TO YOU BY COMPANY DURING THE FIRST SIX (6) MONTHS
PRECEDING THAT ACT OR OMISSION WHICH GAVE RISE TO YOUR PROGRAM
CLAIM(S).**

Visit americangirl.com/REWARDS for the most current Membership Terms and Conditions.

Still have questions? [Contact Us](#)