

# NORDSTROM REWARDS

## TERMS & CONDITIONS

### Definitions

The Nordstrom Rewards Program (the “Program”) is offered exclusively by Nordstrom, Inc. (“Nordstrom”) and there are two ways to participate in the Program. When you enroll in Nordstrom Rewards by sharing your mobile phone number and email, you are considered a “Member” of Nordstrom Rewards and will receive points and Nordstrom Notes (“Note” or “Notes”) when using the payment method of your choice at Nordstrom Locations. If you choose to apply for a Nordstrom credit card and are approved, you are considered a “Cardmember” and will receive points, Notes and other rewards through use of your Nordstrom credit card, and you will be subject to the Nordstrom Rewards Cardmember Terms and Conditions.

Members participating in the Program, agree to be bound by these Nordstrom Rewards Member Terms and Conditions (“Member Terms and Conditions”), as they may change from time to time. In these Member Terms and Conditions, the phrase “Net Purchases” means purchases less returns, discounts, purchases made with Notes or a Nordstrom Gift Card, and any applicable sales tax; “Nordstrom Location(s)” means Nordstrom full-line stores, Nordstrom Rack, nordstrom.com, nordstromrack.com, and HauteLook; “we”, “our” and “us” mean Nordstrom, Inc.; and “you” and “your” mean each Member enrolled as a Member of Nordstrom Rewards.

### General Terms & Conditions

We reserve the right to change these Member Terms and Conditions or the Program at any time and in any way (including our right to discontinue or change the benefits or change the expiration date of Rewards points or Notes received under the Program, or merge the Program with another rewards program at a later date, or to adjust the number of Rewards points received for each dollar in Net Purchases), as we explain further below. It is possible you may not be able to receive enough Rewards points to redeem for a Note if we discontinue this program or merge this program into another rewards program. To the extent required by applicable law, we will give you notice if we end the Program or make a major change to it. Your continued participation in the Program after we make changes to it or these Member Terms and Conditions signifies your acceptance of such changes.

We reserve the right to cancel your participation in the Program, in the event of fraud, abuse of privileges, or violation of these Member Terms and Conditions.

You are responsible for any tax liability related to your participation in the Program.

These Member Terms and Conditions will be construed and interpreted under the laws of the state of Washington, without regard to any Washington conflict of law provisions. If any part of these Member Terms and Conditions is found to be void or unenforceable under applicable law, all other parts of the terms and conditions will still apply. All dollar amounts referred to in these Member Terms and Conditions are in U.S. dollars.

### **Who is eligible?**

The Program is available to any United States resident (including residents of U.S. Territories) who is able to provide a unique and valid email address and mobile phone number. Purchases by Nordstrom employees at Nordstrom Locations, including purchases made by employees using an employee discount are eligible to receive Rewards points for Net Purchases. Corporations, groups and associations are not eligible to participate in this Program.

### **How can you receive Rewards points as a Program Member?**

In order to receive Rewards points you must self-identify as a Member either with your Nordstrom salesperson or online at the time you make a purchase at a Nordstrom Location. Your mobile phone number will be your unique access to receive Rewards points and must be provided at the time of self-identification. Once you self-identify, you will receive one Rewards point for every dollar in Net Purchases made at any Nordstrom Location. Trunk Club, Inc. and Just Jeffrey, Inc. (Jeffrey Boutiques) do not participate in the Program and any purchases made at these stores are not eligible for accrual of Rewards points.

At this time, points received by Members may not be transferred to, or combined with, points received by Cardmembers. If you use your Nordstrom credit or debit card to make or pay for part of a Nordstrom Location purchase, you will receive points as a Cardmember, and the transaction will be governed by the Nordstrom Rewards Cardmember Terms and Conditions.

No Rewards points will be received for online purchases made at [nordstrom.com](http://nordstrom.com), [nordstromrack.com](http://nordstromrack.com) or [HauteLook](http://HauteLook.com) that are shipped to locations outside of the United States.

### **Bonus Point Events**

From time to time, bonus point opportunities may be made available to you (e.g., double points events). Bonus point opportunities cannot be combined for use in a single day. Bonus points do not apply to Last Chance purchases. Christian Louboutin purchases at our Aventura, Michigan Avenue and Vancouver, B.C., stores and purchases of Louis Vuitton and Hermès at any Nordstrom store location will receive double points in lieu of any other bonus points multiplier.

Purchases made by Nordstrom employees or eligible family members of Nordstrom employees using an employee discount are not eligible to receive bonus points. If a Nordstrom employee

does not use his or her employee discount for a purchase, then the employee may receive bonus points on that transaction.

### **When will you receive Notes?**

In order to be eligible to receive Notes, you must complete the mobile phone number verification step, which is included as part of the enrollment process.

You will receive a \$20 Note for every 2,000 Rewards points you receive. We will update your Rewards points balance monthly and you will receive an email from us alerting you to the availability of your Notes.

### **How do you use Notes?**

Notes may be redeemed for purchases at any Nordstrom Location in the U.S. or Canada. At this time, you may redeem only one Note at a time for online purchases at [nordstromrack.com](http://nordstromrack.com) or HauteLook. Notes may not be used as payment on a Nordstrom card. The value of Notes will be applied against the total purchase price, including applicable taxes and fees. Notes will be denominated in U.S. Dollars and are subject to a currency exchange rate when redeemed at a Nordstrom store located in Canada. The U.S. Dollar to Canadian Dollar exchange rate that will be applied to your Note redemption in Canada will be the previous day's online closing rate (rounded to two decimal places) in the Historical Exchange Rates section of [www.USForex.com/forex-tools/historical-rate-tools](http://www.USForex.com/forex-tools/historical-rate-tools).

### **When do Rewards points and Notes expire?**

Rewards points received but not yet used to issue a Note to you will expire three (3) years from the last day of the year in which the points were received. Notes you receive but do not use will expire one year from date of issuance.

### **When are Rewards points forfeited?**

You will forfeit all accumulated and unused Rewards points if you close your Member account within the Program.

What will Nordstrom do with my email and other personal information?

Personal information you provide to Nordstrom in connection with the Program will be handled in accordance with Nordstrom's Privacy Policy found online at [Nordstrom.com](http://Nordstrom.com). When you enroll in the Program and provide us your email and mobile phone number, you will also be enrolled to receive marketing emails and phone calls from us (note: Members in Puerto Rico will not receive marketing phone calls from Nordstrom without prior written consent). You may change your marketing email preferences at any time by clicking on the link found at the bottom of our emails. You will, however, continue to receive transactional messages from us regarding the Program.

You may also elect not to receive marketing phone calls by updating your preferences as set forth in Nordstrom's Privacy Policy. If you have any questions or concerns regarding how Nordstrom manages, accesses or uses your personal information, please write us at PO Box 21986, Seattle, WA 98111-3986, email us at [privacy@nordstrom.com](mailto:privacy@nordstrom.com) or call 1.866.554.6591.

### **What should I do if I have a dispute?**

Please contact our Service Center at 1.888.246.8720 if you have a dispute regarding the Program.

If we are unable to resolve to your satisfaction any dispute you might have related to the Program, then you may begin an arbitration proceeding as provided below.

### **Arbitration**

**Please read this arbitration provision carefully. Unless you send us the rejection notice described in this document, this provision will apply to you and, as a result, either one of us can elect to subject any Rewards Dispute between us to individual arbitration. This means that: (1) a court or jury will not resolve the Rewards Dispute; (2) you will not be able to participate in a class action or similar proceeding to resolve the Rewards Dispute; and (3) your appeal rights during and after arbitration will be limited. The Federal Arbitration Act and federal arbitration law apply to this agreement.**

As used in this arbitration provision, a "Rewards Dispute" means any claim or controversy between us that in any way arises from or relates to the Program, including, but not limited to, these Member Terms and Conditions, the issuance or redemption of Nordstrom Notes, Nordstrom Rewards points, other services and events access. Rewards Dispute has the broadest possible meaning, and includes, without limitation, disputes based upon contract, tort, consumer rights, fraud and other intentional torts, agency, statute or constitution, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Rewards Dispute includes claims, counterclaims, cross-claims, and third-party claims, and it includes disputes in the past, present or future. It also includes disputes about the validity, enforceability or scope of this arbitration provision.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: Nordstrom, Inc., Attention: General Counsel, 1700 Seventh Avenue, Suite 1000, Seattle, WA 98101. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's Consumer Arbitration rules are available at [www.adr.org](http://www.adr.org) or by calling 1.800.778.7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees

and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, represented or collective action basis ("Class Action Waiver"). If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

If you do not want this arbitration provision to apply, you must reject it in writing by mailing us a written rejection notice containing your name legibly printed, the mobile phone number and email address you provided when you enrolled in the Program, a statement that you reject the arbitration provision, and your signature. The rejection notice must be sent by you to us at Nordstrom, Inc., Attention: General Counsel, 1700 Seventh Avenue, Suite 1000, Seattle, WA 98101. Your rejection notice is effective only if it meets the above requirements, is signed by you and received by us within sixty (60) calendar days after the date we first provide you with the Member Terms and Conditions containing the arbitration provision. Subsequent republications or delivery of the Member Terms and Conditions will not trigger another right to reject the arbitration provision. Your rejection of this arbitration provision will not affect any other provision of the Member Terms and Conditions.

This arbitration provision will survive the termination of the Member Terms and Conditions or your relationship with us. If any part of this arbitration provision is found to be void or unenforceable under applicable law, all other parts of this arbitration provision and of the Member Terms and Conditions will still apply; except that if the Class Action Waiver is found to be void or unenforceable in any way, this entire arbitration provision shall be deemed void and shall not apply, but all other parts of the Member Terms and Conditions will still apply.

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