



## The Nordy Club Terms and Conditions

The Nordy Club Member Program (the “Program”) is offered exclusively by Nordstrom Canada Retail, Inc. (“Nordstrom”). Members participating in the Program agree to be bound by these Nordy Club Terms and Conditions (Member Program) (“Terms and Conditions”), as they may change from time to time. In these Terms and Conditions (Member Program), the phrase “Net Purchases” means purchases less returns, discounts, purchases made with Nordstrom Notes or a Nordstrom Gift Card, and any applicable taxes; “we,” “our” and “us” mean Nordstrom, Inc.; “you” and “your” mean each Member enrolled in the Program.

### General Terms and Conditions

We reserve the right to change these Terms and Conditions, or the Program, at any time and in any way (including our right to 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 \$1 CAD 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 the Program or to these 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 rewards privileges, or violation of these Terms and Conditions. Any rewards points in the account will become void at the time of cancellation.

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

These Terms and Conditions will be construed and interpreted under the laws of the Province of Ontario, without regard to any conflict of law provisions. Any dispute in respect of the Program or these Terms and Conditions shall be determined by arbitration as set out in the Arbitration

provision below. If any part of these Terms and Conditions is found to be void or unenforceable under applicable law, all other parts of these Terms and Conditions will still apply.

### **Eligibility**

You must be a Canadian resident and provide a unique and valid email address. Corporations, groups and associations are not eligible to participate. Purchases by Nordstrom employees at participating Nordstrom Canada stores and Nordstrom Rack Canada stores (collectively “Nordstrom Canada stores”), including purchases made by employees using an employee discount, are eligible to receive rewards points for Net Purchases.

### **Receiving Points**

You will receive one rewards point for every \$1 CAD of Net Purchases at participating Nordstrom Canada stores. You will not receive points for online purchases or online purchases with in-store pickup. To receive your points, you must tell the salesperson assisting you that you are enrolled in the Program at the time of purchase. Points have no cash value and cannot be exchanged for cash or credit. You have no ownership interest in collected points, and points collected do not constitute property. Use of the word “earn” or similar language in marketing materials in relation to the Program does not imply that the points have any value prior to redemption. Points may not be purchased or sold and are not transferable except as otherwise stated herein.

### **Redeeming Points**

You will receive a \$20 CAD Nordstrom Note for every 2,000 rewards points earned. Rewards points will be calculated monthly and Nordstrom Notes generated a short time thereafter. You will be alerted when you have Nordstrom Notes available for use. Nordstrom Notes may not be used as payment on a Nordstrom account. The value of Nordstrom Notes will be applied against total purchase price, including applicable taxes and fees.

Nordstrom Notes earned under the Program will be denominated in CAD and are subject to a currency exchange rate when redeemed at Nordstrom stores located in the U.S. The Canadian Dollar to U.S. Dollar exchange rate that will be applied to your Nordstrom Note redemption at Nordstrom and Nordstrom Rack stores in the United States will be the rate provided to Nordstrom by Thomson Reuters.

Unlocking Program Status and Benefits

Your eligibility to achieve Insider, Influencer and Ambassador Status in the Program (“Nordy Club Status”) is based on your cumulative Net Purchases made when making purchases as a Member at Nordstrom Canada stores. Your eligibility to move up in status within the Program will be updated regularly based on your Net Purchases as set forth below.

We will send you a notice when you have unlocked a new Nordy Club Status. At that time, we will also send you information about the benefits associated with your new status and how to redeem those benefits. In addition to what is set forth below, some benefits may have restrictions associated with them, may require you to purchase the benefit or may have limited availability.

### **Members**

Members who have spent less than \$500 in Net Purchases at Nordstrom Canada stores have not yet unlocked Program status and are only referred to as Members.

Members, receive the benefits set forth below.

- Free Basic Alterations
- Access to Beauty & Style Workshops

More information about benefits, including certain restrictions, are set forth below.

### **Insider Status**

To be eligible for Insider Status, you must purchase an annual minimum of \$500 in Net Purchases at Nordstrom Canada stores.

In addition to the Member benefits, Insiders receive:

- 1 Personal Double Points Day

### **Influencer Status**

To be eligible for Influencer Status, you must purchase an annual minimum of \$2,000 in Net Purchases at Nordstrom Canada stores.

In addition to the Member benefits, Influencers receive:

- 2 Personal Double Points Days
- Priority Access to Style Events

## **Ambassador Status**

To be eligible for Ambassador Status of the Program, you must purchase an annual minimum of \$5,000 in Net Purchases at Nordstrom Locations.

In addition to the Member benefits, Ambassadors receive:

- 3 Personal Double Points Days
- Priority Access to Style Events
- Nordstrom to You (In-Home Stylist)
- Access to Invite-Only Events

Once you reach the qualifying Net Purchases for any status, your benefits for that status include all of the benefits associated with the preceding status.

If you maintain your Net Purchases necessary to achieve Insider, Influencer or Ambassador Status through the end of a calendar year, you will retain your achieved Nordy Club Status, and the accompanying benefits, through the next year; however, your Net Purchases will be reset to zero annually at the beginning of each calendar year.

## **Personal Double Points Days and Bonus Points Events**

The Personal Double Points Day benefit allows you to select a day to earn double points on all Net Purchases at Nordstrom when self-identifying as a Member. As you progress through the Program, you are only entitled to the number of Personal Double Points Days for the new status and not the cumulative total of Personal Double Points Days of the previous status and the new status. This means, for example, if your Personal Double Points benefit is one (1) day, and you progress to a status that provides for three (3) days, and you already used one (1) day, you will have two (2) days left. Periodically we may offer you opportunities to earn bonus points on your Nordstrom purchases.

From time to time, other bonus points opportunities may be made available to you (e.g., double points events). Bonus points opportunities cannot be combined for use in a single day. Christian Louboutin purchases at our Aventura, Michigan Avenue, New York City and Vancouver, BC, stores and purchases of Louis Vuitton 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, or pay with their Nordstrom Rewards Visa® Credit Card, then the employee may receive bonus points on that transaction.

### **Events Benefits**

As set forth above, eligible Members may receive invitations to exclusive shopping and fashion events hosted by Nordstrom and other select benefits (collectively “Event(s)”). These Events are not predetermined and are developed throughout the Program benefit year at Nordstrom’s sole discretion. An opportunity to participate in these Events is not guaranteed due to limited dates, times, locations and capacity. Participation in an Event may require a purchase at Nordstrom or an additional expense. Complete details for these Events, including any applicable limitations or restrictions, will be sent to selected Members prior to the Event in an invitation or other communication.

### **Points Expiration**

Nordy Club points you receive but are not redeemed for Nordstrom Notes will expire three (3) years from the last day of the year in which you received the points if your Nordy Club account hasn’t had any other activity during that time, or when your participation in the program ends, whichever is earlier.

### **Notes Expiration**

Nordstrom Notes expire one (1) year from the date of issuance. If Nordstrom chooses to end the Program at any time, any Notes in the account will expire upon the Program end date.

### **The Nordy Club**

The Nordy Club includes distinct programs for non-cardholders (Members) and Nordstrom Cardholders in the U.S. and Canada. Your Program is administered to you, as a Nordy Club Member in Canada, independently of any cardholder relationship you may have with Nordstrom and is separate and distinct from any other Nordy Club program. Therefore, points received under this Program and points received under any other program offered by Nordstrom are not interchangeable and may not be combined. Purchases attributed to you under the Program and any associated rewards points will be governed by these Terms and Conditions.

If you use a Nordstrom credit or debit card to make a purchase or pay for part of a purchase, you will receive points under the rewards program associated with your Nordstrom credit or debit card and the purchase will be governed by the terms and conditions applicable to the rewards program associated with your Nordstrom credit or debit card.

## **Privacy**

Personal information you provide to Nordstrom in connection with this program will be handled in accordance with the [Nordstrom Canada Privacy Policy](#).

## **Arbitration**

Please read this arbitration provision carefully. This provision will apply to you and, as a result, any Rewards Dispute between us will be subject 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. Ontario's Arbitration Act, 1991, S.O. 1991, c. 17, as amended, applies to the Nordy Club program and these Terms and Conditions.

As used in this arbitration provision, a "Rewards Dispute" means any claim or controversy between us that arises from or relates to the Program, including, but not limited to, these Terms and Conditions, the issuance or redemption of Nordstrom Notes, Nordy Club 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. However, Rewards Dispute does not include any disputes between us involving personal information or privacy issues.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at Nordstrom, Inc., Attention: General Counsel, 1700 Seventh Avenue, Seattle, WA 98101. The arbitration will be conducted in accordance with Ontario's Arbitration Act, 1991, S.O. 1991, c. 17, as amended.

We each agree to bring any Rewards Dispute in arbitration on an individual basis only, and not on a class, consolidated, representative 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.

This arbitration provision will survive the termination of the 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 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 Terms and Conditions will still apply.

#### **CUSTOMER SERVICE:**

For questions or assistance, just give us a call at 1.800.964.1800, seven days a week, 24 hours a day.

Thanks for being one of our most valued customers!

Rev. 09/2018

[Nordstrom Canada Privacy Policy](#)

[Where to Earn Points](#)