

NORDSTROM REWARDS

TERMS & CONDITIONS

This PDF contains important updates to the Nordstrom Rewards Terms and Conditions.

PART TWO – NORDSTROM REWARDS VISA® CREDIT CARDHOLDERS

Please read this document carefully and keep it in a safe place as it sets out the terms and conditions (the “**Terms and Conditions**”) of the Nordstrom Rewards (Cardholder Program) (the “**Nordstrom Rewards Program**”) offered by Nordstrom, Inc. (“**Nordstrom**”), which is associated with the Nordstrom Rewards Visa Infinite® credit cards and the Nordstrom Rewards Visa Platinum® credit cards (“**Nordstrom Card(s)**”) issued by The Toronto-Dominion Bank, operating a division as MBNA (“**MBNA**”), to those individuals that apply, and are approved by MBNA, for Nordstrom Cards (“**Cardholder(s)**”).

Nordstrom Cards include a rewards enhancement offered by MBNA (the “**Credit Card Rewards Program**”) that entitles Cardholders to earn and accumulate points by using their Nordstrom Cards for eligible purchases as described in the terms and conditions of the Credit Card Rewards Program. Cardholders are automatically enrolled in the Nordstrom Rewards Program), which creates a business relationship between Cardholders and Nordstrom. These Terms and Conditions constitute a written contract (which may be changed from time to time in accordance with its terms) between yourself and Nordstrom and relate solely to the issuance by Nordstrom to Cardholders, and the redemption by Cardholders at certain Nordstrom locations, of promotional certificates (“**Nordstrom Notes**”).

It is important to note that these Terms and Conditions: (i) relate solely to the Nordstrom Rewards Program; (ii) supersede any and all previously published terms and conditions relating to the Nordstrom Rewards Program; (iii) are separate and distinct from the terms and conditions relating to the Nordstrom Card accounts; and (iv) are separate and distinct from the terms and conditions relating to the Credit Card Rewards Program.

Nordstrom has no responsibility or liability for the Nordstrom Cards or the Credit Card Rewards Program.

General Definitions

“**You**” and “**your**” mean each Program member, pursuant to their status as a Cardholder.

All dollar amounts referenced in these Terms and Conditions are in Canadian dollars (“**CAD**”).

General Terms and Conditions

The Nordstrom Rewards Program is offered exclusively by Nordstrom. Nordstrom reserves the right to change these Terms and Conditions, or the Nordstrom Rewards Program, at any time and in any way. This includes our right to merge the Nordstrom Rewards Program with another program, discontinue the Nordstrom Rewards Program or to change the benefits offered under it. To the extent required by applicable law, we will give you notice if we end the Nordstrom Rewards Program or make a major change to it. Your continued participation in the Nordstrom Rewards Program after we make changes to it, or to these Terms and Conditions, signifies your acceptance of such changes.

Nordstrom reserves the right to cancel your participation in the Nordstrom Rewards Program, in the event of fraud, abuse of privileges, or violation of these Terms and Conditions.

You are responsible for any tax liability or duties incurred in relation to your participation in the Nordstrom Rewards Program, your redemption of Nordstrom Notes or your purchase of any goods or benefits from Nordstrom or related to the Nordstrom Rewards Program.

Many of the benefits associated with the Nordstrom Rewards Program are offered exclusively through Nordstrom. However, in some cases, we may contract with independent contractors to administer these benefits, including, but not limited to, the issuance of travel documentation, administrative services and travel reservations. We do not own or control the independent contractors used to administer these benefits. Neither we, nor these independent contractors, nor our respective subsidiaries maintain control over the independent suppliers used to provide accommodations and/or services as part of fulfilling these benefits. We and our independent contractors do not assume responsibility for any travel or other services provided by any independent supplier. You release us, our independent contractors, and our respective subsidiaries from any responsibility and/or liability for any loss, injury, damage, accident, delay, inconvenience or irregularity that you or any other person may suffer due to any cause relating to the Nordstrom Rewards Program or the use of any facilities, services or goods in connection with any travel or other service provided by any independent supplier.

In order to access certain benefits associated with the Nordstrom Rewards Program, you agree that you may be asked to provide personal information about yourself, such as your shipping address, your Nordstrom Card information and billing address, and that the information you provide will be disclosed to merchants and other third parties as necessary to obtain these benefits. We and our independent contractors have no control over, and no responsibility or liability for, the use by any merchants or other third parties of your personal information or any other information that such parties independently obtain from you or that is given to such parties to process your transactions or to fulfill your benefits. You should check their privacy policies before entering into any transaction with them to obtain these benefits. We will protect your information as set forth in the Nordstrom Canada Privacy Policy.

Except as otherwise expressly provided in these Terms and Conditions, all products and services of this Nordstrom Rewards Program are provided on an “as is” basis. Nordstrom disclaims all warranties of any kind, either express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. 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 Nordstrom Rewards 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.

Who is eligible?

Any individual who is approved by MBNA for a Nordstrom Card will automatically be enrolled in the Nordstrom Rewards Program and be eligible for the benefits that are associated with the Nordstrom Rewards Program as described in detail below.

Corporations, partnerships, and other entities are not eligible to participate. Members of the Nordstrom Rewards Program must reside within Canada and be of legal age to enter into a binding contract in the province or territory in which they permanently reside.

Can employees participate in the Nordstrom Rewards Program?

Employees are eligible for participation in the Nordstrom Rewards Program if they apply and are approved for a Nordstrom Card.

Please refer to, and abide by, the Employee Merchandise Discount Policy as applicable.

How do I earn and receive Notes?

Your Nordstrom Card will earn and accrue points as described in the Credit Card Rewards Program. MBNA will advise Nordstrom following each billing cycle of your Nordstrom Card of the increment number of 2,000 points (if any) earned by you through use of your Nordstrom Card during such billing cycle just ended. Following receipt of such information, Nordstrom Notes in the amount of CAD \$20 will be automatically issued by Nordstrom to you for each increment of 2,000 points earned by you during the billing cycle.

You will be alerted via email, at the most recent email address on file with MBNA, when you have been issued Nordstrom Notes.

How can I use my Notes?

Notes may be used in store at any Nordstrom and Nordstrom Rack stores in both Canada and the U.S. The value of a Note will be applied against the total purchase price inclusive of applicable taxes and fees of a product or service being purchased. Notes will not be accepted online at nordstrom.com, nordstromrack.com, HauteLook or for Trunk Club purchases.

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.

Nordstrom Notes may not be used as payment for any amount owing to MBNA or its affiliates or on your Nordstrom Card.

Are there other program benefits?

From time to time Nordstrom may send you information about additional benefits. Some benefits

may have restrictions associated with them, may require you to purchase the benefit, may have limited availability or may be subject to other restrictions. We will explain any restrictions that apply to that benefit when we provide you with information about it.

Do my Notes expire?

Notes expire one year from the date of issuance.

When would my Nordstrom Rewards Program account be cancelled?

Nordstrom reserves the right to cancel your participation in the Nordstrom Rewards Program, in the event of fraud, abuse of privileges, or violation of these Terms and Conditions at the sole discretion of Nordstrom.

Are there multiple Nordstrom Rewards programs and can I transfer points between them?

Nordstrom Rewards includes distinct programs for cardholders and non-cardholders in the U.S. and Canada. The Nordstrom Rewards Program is administered to you pursuant to your Nordstrom Card. The Nordstrom Rewards Program is considered separate and distinct from other Nordstrom Rewards programs. Points received under the Credit Card Rewards Program and points received under any other program offered by Nordstrom are not interchangeable and may not be combined.

Privacy

Personal information provided to Nordstrom in connection with the Nordstrom Rewards Program will be handled in accordance with [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. The Arbitration Act (Ontario), 1991, S.O. 1991, c. 17, as amended, applies to the Nordstrom Rewards 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 Rewards Dispute Program, including, but not limited to, these Terms and Conditions, the issuance or redemption of Nordstrom Notes, 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, Washington 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 these 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 these 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 these 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. 05/2017

[Nordstrom Canada Privacy Policy](#)
[Where to Earn Points](#)