



## **The Nordy Club Terms and Conditions**

THESE NORDY CLUB TERMS AND CONDITIONS ("Nordy Club Terms and Conditions") INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. DETAILS ARE SET FORTH BELOW. THESE NORDY CLUB TERMS AND CONDITIONS SET FORTH IMPORTANT INFORMATION, INCLUDING RESTRICTIONS. BY PARTICIPATING AS SET FORTH BELOW, YOU AGREE TO THESE NORDY CLUB TERMS AND CONDITIONS, INCLUDING ANY CHANGES MADE FROM TIME TO TIME.

### **What is The Nordy Club?**

The Nordy Club is a loyalty rewards program (the "Program") offered exclusively by Nordstrom, Inc. ("Nordstrom"). You can enroll in the Program (as a "Member") by providing your first name, last name, email address and mobile phone number. If you apply and are approved for a Nordstrom credit card or if you already have a Nordstrom debit card (collectively, "Nordstrom Card"), then you are automatically enrolled in the Program (as a "Cardmember" and as a Member). The term "Members" is sometimes used to refer to both Members and Cardmembers collectively. As set forth below, you can receive points by providing your mobile phone number during Checkout, or when paying with your Nordstrom Card. Once you reach 2,000 points, you will receive a \$20 Nordstrom Note ("Note").

### **Who is eligible to participate in the Program?**

Participation in the Program as a Member 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 that belongs to them.

Participation in the Program as a Cardmember requires you to apply and be approved for a Nordstrom Card. When you apply for a Nordstrom Card in store or online, you must provide a mobile phone number. If you are unable or unwilling to provide a mobile phone number, then you

may contact the Nordstrom Service Center at 1.877.283.4044 and they will be able to process your credit application. Cardmembers are eligible to receive points and other benefits as long as your Nordstrom Card remains open and you have complied with all of your obligations under the terms and conditions controlling your Nordstrom Card(s).

Corporations, groups and associations are not eligible to participate in this Program.

### **How can you receive points?**

To receive points as a Member, you must self-identify when making a purchase at a Nordstrom Location by providing your mobile phone number at Checkout online or to your Nordstrom salesperson in store. "Nordstrom Location(s)" means Nordstrom full-line stores, Nordstrom Rack stores, Nordstrom.com, nordstromrack.com, HauteLook.com, Trunk Club and trunkclub.com. However, at this time, only Cardmembers receive points at trunkclub.com.

As a Cardmember, you will automatically receive points based on your purchases made using your Nordstrom Card.

From time to time we may offer additional opportunities to earn points.

### **How many points will you receive for each purchase?**

As a Member, if you have self-identified, you will receive one point for every dollar in Net Purchases made at any Nordstrom Location, except as set forth below. "Net Purchases" means purchases less returns; discounts; purchases made with Notes or a Nordstrom Gift Card; and any applicable sales tax charged in connection with a purchase from a Nordstrom Location (excluding online gift card purchases, purchases at Trunk Club and purchases at Nordstrom.com that will be shipped to a location outside the United States).

As a Cardmember, you will receive three points for every dollar in Net Purchases at any Nordstrom Locations using a Nordstrom credit card, or two points for every dollar in Net Purchases at any Nordstrom Location using a Nordstrom debit card. You will receive two points for every dollar in Net Purchases made with your Nordstrom Visa Platinum® card or Nordstrom Visa Signature® card (collectively, "Nordstrom Visa® Card") on Travel, Dining and Entertainment (as set forth in greater detail below), and one point for every dollar on all other purchases at other merchants (i.e., merchants not included in the above) where Visa credit cards are accepted. Points earned by any of the Cardmember's authorized users will accrue to the primary Cardmember's Program account.

Purchase Method	Points per Purchase Type
Nordstrom Visa Credit Card	3 points per dollar at Nordstrom Locations 2 points per dollar on Travel, Dining or Entertainment 1 point per dollar on purchases at other merchants (i.e., merchants not included as specified above)
Nordstrom Retail Card	3 points per dollar at Nordstrom Locations
Nordstrom Debit Card	2 points per dollar at Nordstrom Locations
Member	1 point per dollar at Nordstrom Locations

Additionally, from time to time, bonus points opportunities may be made available to Members (e.g., double points events).

**What purchases qualify as Travel, Dining and Entertainment?**

Whether a purchase on your Nordstrom Card is eligible for the earn rate for travel, dining and entertainment depends on the merchant code associated with the applicable transaction. The merchant code is determined by the merchant or its processor based on the kinds of products and services the merchant primarily sells. A merchant may not have a merchant code that qualifies as travel, dining or entertainment under this Program even if the merchant or the items it sells may appear to fit within those categories. When this occurs, purchases with that merchant won't be eligible for the travel, dining and entertainment earn rate under this Program, and therefore will not be qualified for the Travel, Dining or Entertainment earn rate. Purchases made by you, an authorized user, or a merchant through third-party accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology may not qualify for the Travel, Dining and Entertainment earn.

Merchants in the Travel category include airlines, hotels, motels, timeshares, car rental agencies, cruise lines, select travel agencies, discount travel sites, campgrounds and operators of passenger trains, buses, taxis, limousines, ferries, and toll bridges and highways. However, service stations including gasoline purchases, as well as purchases made for parking lot and garage parking, are excluded from this category. Additionally, please note that some merchants that provide transportation and travel-related services are not included in this category; for example, real estate agents, educational merchants arranging travel, in-flight goods and services, on-board cruise line goods and services, sightseeing activities, excursions, tourist attractions, merchants within hotel and airports, and merchants that rent vehicles for the purpose of hauling. In addition, the purchasing of gift cards, points or miles does not qualify in this category unless the merchant has set up such purchases to be classified in the Travel category.

Merchants in the Dining category are merchants whose primary business is sit-down or eat-in dining, including fast food restaurants, bars, cocktail lounges, caterers and fine dining establishments. Please note that some merchants that sell food and drinks located within larger merchants such as sports stadiums, hotels and casinos, theme parks, grocery and department stores may not be included in this category. In addition, gift card and delivery service merchants may not be included in this category.

Merchants in the Entertainment category include merchants classified as concerts, motion picture theaters, theme parks, aquariums, dance halls, bowling alleys, pool halls, commercial sports, athletic fields, professional sports clubs, sports promoters, bands, orchestras, miscellaneous entertainers and theatrical productions. However, cable, digital streaming, and subscription services are excluded from this category.

### **What are the limitations on earning points or accessing other Program benefits?**

Only Cardmembers when paying with their Nordstrom Card earn points on purchases at Trunk Club and trunkclub.com, online purchases of gift cards, purchases at Nordstrom.com that are shipped to locations outside the U.S. Territories, and online purchases that transact through PayPal.

Cardmembers who use a third-party payment system linked to their Nordstrom Visa may only receive one point per dollar regardless of whether the purchase was made from a Nordstrom Location.

You will not receive points as a Member for any purchase for which you are receiving points as a Cardmember.

If your account has a negative points balance, then you are not eligible to receive bonus Notes.

Certain limitations and exclusions apply to earning bonus points, as follows:

Bonus points do not apply to purchases at Trunk Club or Last Chance, any Nordstrom.com order that is shipped to a location outside the United States, or payments made through PayPal linked to a Nordstrom Visa Card.

Bonus points are limited to double points in lieu of any other bonus points multiplier at selected designer boutique shops, which may change from time to time; this limitation currently applies to Christian Louboutin purchases at our Aventura, Michigan Avenue, New York City and Vancouver, B.C., stores and purchases of Louis Vuitton at any Nordstrom store location.

Bonus points opportunities cannot be combined for use in a single day. This means if you schedule a Personal Double Points Day (if you are eligible) during a bonus points event, you will receive the amount of the bonus points in lieu of the double points.

Points and Notes are not transferable and have no cash value.

Jeffrey stores and JeffreyNewYork.com are not included in the Program.

### **How can I receive Notes?**

For every 2,000 points earned, a Note valued at \$20 USD will be automatically issued to your Nordy Club account.

Using the Nordstrom mobile application, you may also be able to redeem points for smaller Note denominations: 500 points for a \$5 Note, 1,000 points for a \$10 Note, or 1,500 points for a \$15 Note.

Generally, all Members will receive notification of Notes exclusively via email. However, if you participate as a Cardmember and Nordstrom does not have an email address for you, then you will not receive notification of your Notes via email; instead, you may look up whether you have a Note available to use in store by asking a salesperson or by calling the credit service center.

If you are a Member who is not also a Cardmember, then you must verify your mobile number in order for Notes to issue; until you have verified your mobile phone number, your account may continue to accrue points but Notes will not issue.

We use your email address to notify you of Notes and other Program benefits and you must ensure it is accurate and current.

### **How do you and your authorized users use Nordstrom Notes?**

Nordstrom Notes may be redeemed for purchases at any full-line Nordstrom store or in the U.S. or Canada or at Nordstrom Rack stores in the U.S. or Canada, and online at Nordstrom.com, nordstromrack.com or HauteLook.com. However, if you are a Cardmember for which Nordstrom does not have an email address, then you may only redeem your Notes online at Nordstrom.com if your Nordstrom Card is saved to your wallet, in store by asking a salesperson, or by calling the credit service center at 1.800.446.4500.

The primary Cardmember will have access to view the Notes available in their Nordy Club account. If you, as the primary Cardmember, have an authorized user associated to your account, or you add an authorized user to your account, it is possible that they will also be able to view and/or redeem Notes in your Nordy Club account both online and in store.

You may redeem only one Note at a time for online purchases at nordstromrack.com or HauteLook.com. Nordstrom Notes may not be used as payment on your Nordstrom Card. The value of Nordstrom Notes will be applied against the total purchase price, including applicable taxes and

fees. Nordstrom 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 Nordstrom Note redemption in Canada will be the rate provided to Nordstrom by Thompson Reuters. All dollar amounts referred to in these Nordy Club Terms and Conditions are in U.S. Dollars.

### **When do Nordy Club points, Notes and benefits expire?**

Nordy Club points received but not yet redeemed to issue a Nordstrom Note to you will expire on the earlier of three (3) years from the last day of the year in which the points were earned or if you terminate your Membership. Nordstrom Notes expire one (1) year after issue, and other Program benefits not used expire at the end of each current calendar year.

### **How do you unlock Program status, and what are the benefits?**

Your eligibility to achieve Insider, Influencer, Ambassador and Icon Status in the Program (“Nordy Club Status”), is based on your cumulative Net Purchases made using your Nordstrom Card, and when making purchases as a Member at Nordstrom Locations. 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 without a Nordstrom Card who have spent less than \$500 in Net Purchases at Nordstrom Locations are considered Members.

Members, including all Cardmembers, receive the benefits set forth below.

- Free Basic Alterations
- Reserve Online & Try in Store
- Curbside Pickup
- First to Shop Select Brands
- Access to Beauty & Style Workshops

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

#### Insider Status

When you are approved for your Nordstrom Card, you are automatically enrolled in the Program with Insider Status. To be eligible for Insider Status without a Nordstrom Card, you must purchase an annual minimum of \$500 in Net Purchases at Nordstrom Locations.

In addition to the Member benefits, Insiders receive:

- 1 Personal Double Points Day
- First to Shop Clear the Rack

Additionally, Insider Cardmembers receive:

- \$100 Alterations Benefit
- Early Access to Anniversary Sale

### Influencer Status

To be eligible for Influencer Status, you must purchase an annual minimum of \$2,000 in Net Purchases at Nordstrom Locations. Additionally, if a Cardmember spends \$20,000 or more using a Nordstrom Visa Card on purchases outside of Nordstrom over the course of a calendar year, they will automatically reach Influencer status, regardless of the total of Net Purchases at Nordstrom Locations.

In addition to the Member benefits, Influencers receive:

- 2 Personal Double Points Days
- First to Shop to Clear the Rack
- Priority Access to Style Events

Additionally, Influencer Cardmembers receive:

- \$200 Alterations Benefit
- Early Access to Anniversary Sale

### Ambassador Status

To be eligible for Ambassador Status, 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
- First to Shop Clear the Rack
- Priority Access to Style Events

- Nordstrom to You (In-Home Stylist)
- Access to Invite-Only Events

Additionally, Ambassador Cardmembers receive:

- \$300 Alterations Benefit
- Early Access to Anniversary Sale

### Icon Status

To be eligible for Icon Status, you must purchase an annual minimum of \$15,000 in Net Purchases at Nordstrom Locations using a Nordstrom Credit Card. Net Purchases made using a Nordstrom Debit Card or as a Member do not qualify for purposes of reaching the annual minimum.

In addition to the Member benefits, Icon Cardmembers receive:

- 4 Personal Double Points Days
- Unlimited free alterations on Nordstrom purchases
- Pre-Shop Early Access to Anniversary Sale
- Reimbursement for Nordstrom credit card fees
- Free Same-Day Delivery on Nordstrom purchases
- Icon Customer Care
- Nordstrom After-Hours
- Access to Icon-Only Events
- Dining or Spa Experience
- Nordstrom to You (In-Home Stylist)
- First to Shop Clear the Rack
- Priority Access to Style Events
- Access to Invite-Only Events

Except as described below, 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, Ambassador or Icon 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.

### **How do I use my alterations benefits?**



Complimentary basic alterations are available to all Members, provided that any item being altered must have been purchased at a Nordstrom or Trunk Club store, or through Nordstrom.com or trunkclub.com. Items purchased at Nordstrom Rack, nordstromrack.com or HauteLook.com are not eligible for this benefit.

Icon Cardmembers will receive a refund equal to the alteration amount at the time of purchase, provided that the item being altered must be purchased at Nordstrom using your Nordstrom Card, and the alteration service must be paid using your Nordstrom Card at a Nordstrom, Nordstrom Rack or Trunk Club store located in the United States.

To use the alterations benefit available to Insider, Influencer and Ambassador Cardmembers, the item being altered must be purchased at Nordstrom using your Nordstrom Card. You must purchase the alteration service using your Nordstrom Card at a Nordstrom, Nordstrom Rack or Trunk Club store located in the United States. The alterations benefit has a maximum value associated with it for Cardmembers of each Status of the Program, as set forth above. You are eligible to receive a Nordstrom Note for the lesser of the amount of the eligible alterations service or the remaining maximum amount of the alterations benefit tied to your respective Status of the Program.

Please note, the alterations benefit is not cumulative as you progress through the Program. This means, for example, if you are at a Status where the maximum alterations benefit is \$100 and you have used \$100, when you progress to a Status that provides for a maximum benefit of \$300, you will have \$200 in alterations services left to use. We will calculate the amount of eligible alterations as soon as the transaction settles and Nordstrom Notes will be automatically issued to you a short time after that.

Not all Nordstrom full-line, Nordstrom Rack stores or Trunk Club Clubhouses offer alterations services. The alterations benefit is not available for Nordstrom purchases made in Canada or Nordstrom.com orders shipped to an address outside the United States.

### **How do I use Reserve Online & Try in Store and Curbside Pickup services?**

Members shopping with the Nordstrom mobile application will see an option to reserve items online to try in store, and to select curbside pickup for online orders available for pickup in store. Members must have a Nordstrom.com profile and location services enabled on their mobile phone in order to use these services. Reserve Online & Try in Store and Curbside Pickup may not be available at all locations, and are subject to availability of merchandise at the selected Nordstrom store(s).

### **As an Icon Cardmember, how can I use the Free Same-Day Delivery service?**

Where this service is available, Icon Cardmembers can get in-stock items from their local store delivered to them the same day by selecting “Same Day” under the shipping method when completing a purchase from Nordstrom.com. Same-Day delivery service is only available in selected cities and stores. Other limitations might apply. Icon Cardmembers will receive a refund equal to the Same-Day Delivery charge.

**As an Icon Cardmember, will I have to pay Nordstrom credit card fees?**

Icon Cardmembers will not have to pay Nordstrom credit card fees while they enjoy the Icon status. “Nordstrom credit card fees” are the Late Payment Fee, Returned Payment Fee, Cash Advance Fee, and the Minimum Interest Charge as each is defined in the Nordstrom Credit Card Agreement (collectively, “Fees”). In the event you incur one or more of these Fees while enjoying Icon status, you will receive an automatic credit to your Nordstrom credit card account within 30 days equal to the amount of the Fee(s) charged. The automatic crediting of these Fees will occur only so long as you retain your Icon status. After that, you will be subject to these Fees under the conditions set forth in the Nordstrom Credit Card Agreement. We will give you notice as required by applicable law when these Fees are reinstated. T.D. Bank USA, N.A., the issuer of your Nordstrom credit card account, currently, does not charge an annual fee or a foreign transaction fee. Please remember to always pay at least the Minimum Payment Due each month as described in your monthly billing statement.

**As a Cardmember, how do I use my Personal Double Points Days and Bonus Points Events benefits?**

The Personal Double Points Day benefit allows you to select a day to earn double points on all Net Purchases at Nordstrom using your Nordstrom Card or self-identifying as a Member.

Please note, the Personal Double Points Days benefit is not cumulative as you progress through the Program. This means, for example, if you are at a Status where 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.

Trunk Club or trunkclub.com purchases made during a scheduled Personal Double Points Day are not eligible to receive double points.

**How do your Events benefits work?**

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. This purchase or additional expense may be required to be made on your Nordstrom Card if it is an Icon Status benefit. 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.

You remain eligible to participate in this benefit as long as your Nordstrom Card remains open and you have complied with all of your obligations under the terms and conditions controlling your Nordstrom Card. If your Nordstrom Card is closed or you have not complied with your obligations as of the day of an Event, your ability to participate may be canceled.

### **Can I have more than one Nordstrom Card?**

You may have more than one Nordstrom Card. If you have multiple Nordstrom Cards associated with the same mobile phone number, your points will accrue to a single Nordy Club account. Subject to limitations set forth above, your Nordy Club Status will be based on your cumulative Net Purchases at Nordstrom Locations on all your Nordstrom Cards, as well as purchases made using any other form of payment when identifying as a Member. You will receive one set of benefits according to the Nordy Club Status you achieve.

### **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. When you enroll in the Program and provide us your email and mobile phone number, you may also be enrolled to receive marketing emails from us. You may change your marketing email preferences at any time by clicking on the link found at the bottom of our marketing emails. You will, however, continue to receive transactional messages from us regarding the Program.

Additionally, your mobile phone number is your unique identifier as a Member and must be provided at Checkout in order to earn points on eligible Net Purchases. Because we use your mobile number and email address to identify you as a Member and notify you of Program benefits, you must ensure that both are accurate and current.

Verifying your mobile number requires the receipt of and response to an automated text message to the mobile number you provided at the time of Program enrollment. If you consent, Nordstrom and its affiliates and service providers may also use your mobile number to text you, and make autodialed/prerecorded calls, including to manage and service your Nordstrom card account per the terms of your card account agreement.

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.

### **When are Program points and/or benefits forfeited?**

As a Member without a Nordstrom Card, you will forfeit all accumulated and unused Nordy Club points, in addition to all benefits associated with Insider, Influencer or Ambassador Status if you close your Member account within the Program.

As a Cardmember, you will forfeit access to all of the benefits associated with Insider, Influencer, Ambassador or Icon Status of the Program if you fail to pay two or more consecutive monthly payments due on your Nordstrom Card, or if your Nordstrom Card is closed and you are unable to make purchases using your Nordstrom Card. If your Nordstrom Card account is closed, your Member account will remain active, and it will maintain all accumulated points from both the closed Nordstrom Card, and the points earned on all other forms of payment.

### **As an employee of Nordstrom, what are the limitations on your participation in the Program?**

Employees are not eligible to participate in promotional offers through the Program. Purchases made by Nordstrom employees, or eligible family members of Nordstrom employees using an employee discount, are not eligible to receive bonus points. Employees are not eligible for any other benefits associated with any Cardmember Status of the Program.

### **Will the Program change?**

We reserve the right to change these Nordy Club 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 points earned under the Program, or to adjust the number of points earned for each dollar in Net Purchases). 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 these Nordy Club Terms and Conditions signifies your acceptance of such changes. It is possible you may not be able to receive enough points to redeem for a Note if

we discontinue this Program or merge this Program into another rewards program. We also reserve the right to cancel your participation in the Program, in the event of fraud, abuse of Program privileges or violation of these Nordy Club Terms and Conditions.

### **What are the general terms applicable to the Program?**

You are responsible for any tax liability related to your participation in and/or your purchase of any of the benefits associated with the Program.

These Nordy Club Terms and Conditions will be governed by the laws of the state of Washington, without regard to any conflict of law provisions. If any part of these Nordy Club Terms and Conditions is found to be void or unenforceable under applicable law, all other parts of the Nordy Club Terms and Conditions will still apply. All dollar amounts referred to in these Nordy Club Terms and Conditions are in U.S. Dollars.

Nordstrom may choose not to enforce, or to delay the enforcement of, any of your obligations or Nordstrom's rights, remedies or limitations under these Nordy Club Terms and Conditions. However, no such delay, nor choice to not enforce, shall constitute a waiver of that obligation, right or remedy.

Many of the benefits associated with the 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 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 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 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 Program, you agree that you may be asked to provide personal information about yourself, such as your shipping address and 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 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 "Your Privacy Rights" link.

### **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 Nordy Club Dispute between us to individual arbitration. This means that: (1) a court or jury will not resolve the Nordy Club Dispute; (2) you will not be able to participate in a class action or similar proceeding to resolve the Nordy Club Dispute; and (3) your appeal rights during and after arbitration will be limited.

As used in this arbitration provision, a "Nordy Club 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 Nordy Club Terms and Conditions, the issuance or redemption of Notes, Nordy Club points, other services and events access. Nordy Club 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). Nordy Club 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. Nordy Club Dispute does not include any dispute arising under the terms and conditions controlling your Nordstrom Card, such as the collection of any balance owing on your Nordstrom Card.

If one of us elects to arbitrate a Nordy Club Dispute, it will be resolved by mandatory binding arbitration. The electing party must notify the other party in writing. To make an election to arbitrate, you must send a written notice to Nordstrom, Inc., PO Box 21865, Seattle, WA 98111; ATTN: ARBITRATION DEMAND or we must send a written notice to you at the most current address we have on file for you.

This notice can be given at any time before or after the beginning of a lawsuit by either party and may be included in papers filed in the lawsuit. The party seeking arbitration must select as the

arbitration administrator either the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, adr.org, 1.800.778.7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, jamsadr.com, 1.800.352.5267. You can contact the AAA or JAMS to find out more information on how to commence an arbitration proceeding.

The arbitrator(s) will be appointed in accordance with the procedures of the arbitration administrator, and must be a lawyer with at least 10 years of legal experience. The arbitration will take place in the federal judicial district where you reside and either one of us may elect to appear by telephone. We will pay the arbitration filing fee and consider requests to advance additional costs and fees on your behalf. If you receive a favorable award from the arbitration proceeding, we will reimburse you for the reasonable costs and fees of arbitration (but this does not include fees of attorneys, experts or consultants, unless applicable law provides you a right to recover those fees).

YOU AGREE NOT TO BRING A NORDY CLUB DISPUTE AGAINST US IN A CLASS ACTION, REPRESENTATIVE ACTION OR SIMILAR PROCEEDING IN COURT OR ARBITRATION. YOU ALSO AGREE NOT TO BRING A NORDY CLUB DISPUTE AGAINST US ON BEHALF OF ANY OTHER PERSON, AND YOU AGREE THAT NO OTHER PERSON MAY BRING A NORDY CLUB DISPUTE AGAINST US ON YOUR BEHALF. YOU MAY NOT JOIN A NORDY CLUB DISPUTE IN A SINGLE ARBITRATION WITH A NORDY CLUB DISPUTE OF ANY OTHER PERSON. IF YOU TRY TO ASSERT ANY NORDY CLUB DISPUTE IN A CLASS ACTION OR SIMILAR PROCEEDING, WE CAN REQUIRE THAT IT BE RESOLVED IN INDIVIDUAL (NON-CLASS) ARBITRATION. THIS PARAGRAPH IS REFERRED TO AS THE "CLASS ACTION PARAGRAPH."

YOU AGREE NOT TO BRING A NORDY CLUB DISPUTE AGAINST US IN A PRIVATE ATTORNEY GENERAL ACTION IN COURT OR ARBITRATION.

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, your mobile phone number and email address associated with your Member account, the last four digits of your Nordstrom Card number if applicable, a statement that you reject the arbitration provision, and your signature. The rejection notice must be sent by you to us at Nordstrom, Inc., PO Box 21865, Seattle, WA 98111. Your rejection notice is effective only if it meets the above requirements, is signed by you and we receive it within sixty (60) calendar days after the date we first provide you with the Nordy Club Terms and Conditions containing the arbitration provision. Subsequent republications or delivery of the Nordy Club 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 Nordy Club Terms and Conditions.

This arbitration provision is governed by the Federal Arbitration Act (the "FAA"). The arbitrator(s) must follow: (1) the FAA; (2) all other applicable substantive law (except when contradicted by the FAA); (3) any applicable statute of limitations; and (4) rules as to valid claims of privilege. Further,

the arbitrator(s) shall issue a written decision including the reasons for the award upon either party's request. The decision of the arbitrator(s) will be final and binding, except for any appeal right under the FAA.

This arbitration provision will survive the termination of the Nordy Club 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 Nordy Club Terms and Conditions will still apply; except that if the Class Action Paragraph 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 Nordy Club 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!