

# NORDSTROM REWARDS

## TERMS & CONDITIONS

These Nordstrom Rewards Terms and Conditions apply to those Cardmembers that have chosen to participate in the updated Nordstrom Rewards experience.

For your convenience, we have highlighted the changes to the Program within the attached document (PDF).

A brief summary of the key changes is as follows:

- A change to the definition of "Net Nordstrom Purchases" to include sales tax.
- An additional requirement to provide both a unique email address and mobile phone number for ease of benefit communication.

### Introduction

The Nordstrom Rewards Program (the "Program") is offered exclusively by Nordstrom, Inc. ("Nordstrom"). When enrolling in the Program, you must provide your first name, last name, email address and mobile phone number. As a Member, you can earn points by providing your mobile phone number during Checkout, and you can use a payment method of your choice. If you are a Cardmember, you may participate in the Program as either a Member when paying without your Nordstrom Card; or as a Cardmember when paying with your Nordstrom Card. Whether you are participating as a Member or a Cardmember, you may only have one Program account, which will accrue points that you earn as a Member. Once you reach 2,000 points, you can receive a \$20 Nordstrom Note ("Note").

THESE NORDSTROM REWARDS TERMS AND CONDITIONS ("Rewards Terms and Conditions") INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. DETAILS ARE SET FORTH BELOW.

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## **Definitions**

As used in these Rewards Terms and Conditions, the phrases below are defined as follows, unless otherwise specified:

"Cardmember" means any Member that has applied and been approved for a Nordstrom Card.

"Member" means any participant in the Program, whether as a Cardmember or not.

"Nordstrom Card" means a Nordstrom credit or debit card.

"Nordstrom Location(s)" means Nordstrom full-line stores, Nordstrom Rack stores, Nordstrom.com, nordstromrack.com, HauteLook.com and Trunk Club.

"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).

"We," "our" and "us" mean Nordstrom.

"You" and "your" mean each Member or Cardmember as applicable.

## **General Terms and Conditions**

These Rewards Terms and Conditions set forth important information about the Program, including certain restrictions. By participating in the Program, you agree to the Rewards Terms and Conditions, including any changes made from time to time. We reserve the right to change these Rewards 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 earned under the Program, or to adjust the number of Rewards 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 Rewards Terms and Conditions signifies your acceptance of such changes. 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. We also reserve the right to cancel your participation in the Program, in the event of fraud, abuse of Rewards privileges or violation of these Rewards Terms and Conditions.

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 Rewards Terms and Conditions. However, no such delay, nor choice to not enforce, shall constitute a waiver of that obligation, right or remedy.

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 Rewards 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 Rewards Terms and Conditions is found to be void or unenforceable under applicable law, all other parts of the Rewards Terms and Conditions will still apply. All dollar amounts referred to in these Rewards Terms and Conditions are in U.S. Dollars.

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.

### **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.

### **Why does Nordstrom need your email address and verified mobile number?**

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 online at [nordstromcard.com](http://nordstromcard.com) or at [Nordstrom.com](http://Nordstrom.com) if your Nordstrom Card is saved in your wallet.

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. 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 phone number, your account may continue to accrue points but Notes will not issue.

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.

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.

### **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 will 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. 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.

### **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.

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

### **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.

When making purchases with your Nordstrom Card, you will receive two points for every dollar in Net Purchases at any Nordstrom Location, except as set forth below. You will receive one point for every dollar in Net Purchases made with your Nordstrom Visa Platinum® card or Nordstrom Visa Signature® card (collectively, "Nordstrom Visa Card") at merchants (other than Nordstrom) where Visa credit cards are accepted.

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

### **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, online purchases of gift cards, purchases at Nordstrom.com that are shipped to locations outside the United States, and online purchases that transact through PayPal. Additionally, you will not receive points as a Member for any purchase for which you are receiving points as a Cardmember, or with respect to any purchase in which you did not self-identify as a Member.

Cardmembers will not earn points on purchases at Nordstrom.com paid with a Nordstrom Retail or Nordstrom Debit Card that are shipped to locations outside the United States. Additionally, 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.

Additionally, 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 and Vancouver, B.C., stores and purchases of Louis Vuitton and Hermès at any Nordstrom store location.
- Bonus points opportunities cannot be combined for use in a single day. This means if you schedule a Personal Triple Points Day (if you are eligible) during a bonus points event, you will receive the amount of the bonus points in lieu of the triple points.
- Points accrual may not exceed ten (10) points per net dollar.

Points earned as a Member will accrue to your Program account. Points earned by any of the Cardmember's authorized users will accrue to the primary Cardmember's Program account. At this time points are not transferable.

At this time, Jeffrey stores in New York and Atlanta and JeffreyNewYork.com are not included in the Program.

### **How can you achieve Level 2, 3 or 4?**

At this time, only Cardmembers are eligible to achieve Levels 2, 3 and 4 of the Program ("Rewards Levels"), based on your Net Purchases made using your Nordstrom Card at Nordstrom Locations.

When you are approved for your Nordstrom Card, you are automatically enrolled in Level 1. Your eligibility for Levels 2, 3 and 4 of the Program will be updated regularly based on your Net Purchases made using your Nordstrom Card at Nordstrom Locations.

To be eligible for Level 2 of the Program, you must use your Nordstrom Card to purchase an annual minimum of \$2,000 in Net Purchases at Nordstrom Locations; to be eligible for Level 3 of the Program, you must use your Nordstrom Card to purchase an annual minimum of \$5,000 in Net Purchases at Nordstrom Locations; and to be eligible for Level 4 of the Program, you must use your Nordstrom Card to purchase an annual minimum of \$10,000 in Net Purchases at Nordstrom Locations. Except as described below, once you reach the qualifying Net Purchases at Nordstrom for Level 2, 3 or 4, your benefits at each level include all of the benefits associated with the preceding Level(s) of the Program.

If you maintain your Net Purchases at Nordstrom necessary to achieve Level 2, 3 or 4 through the end of a calendar year, you will retain your achieved Rewards Level, and the accompanying benefits, through the next year; however, your Net Purchases at Nordstrom will be reset to zero annually at the beginning of each calendar year.

### **When will you receive Rewards points and Notes?**

Your Rewards account will generally reflect points from eligible purchases as soon as the transaction is settled, and you'll receive a Note shortly after you accrue at least 2,000 points, except as set forth above.

As an employee of Nordstrom, what are the limitations on your participation in 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. However, an employee may receive bonus points on any transaction in which you self-identify as a Member, use a payment method other than a Nordstrom Card, and do not use your employee discount.

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

Nordstrom Notes may be redeemed for purchases at any full-line Nordstrom store in the U.S. or Canada or at Nordstrom Rack stores in the U.S., and online at Nordstrom.com, NordstromRack.com or HauteLook. 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 service center at 1.800.446.4500.

The primary Cardmember will have access to view the Notes available in their account. If you, as the primary Cardmember, have an authorized user attached 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 attached to your account both online and in store.

At this time, 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 Rewards Terms and Conditions are in U.S. Dollars.

**As a Cardmember, how can you redeem other Program benefits?**

Once a Cardmember reaches the level of qualifying dollars in Net Purchases at Nordstrom to move to the next Rewards Level, we will send you a notice that you have reached Nordstrom Rewards Levels 2, 3 or 4, as the case may be. At that time, we will also send you information about the benefits associated with your Rewards Level and how to redeem those benefits.

From time to time, we may also 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 together with information about the benefit.

**As a Cardmember, what is your alterations benefit?**

To be eligible for a Nordstrom alterations benefit, the item being altered must be purchased at Nordstrom using your Nordstrom Card. You must also pay for the alteration fee with your Nordstrom Card and you must purchase the alteration service at a Nordstrom or Nordstrom Rack store located in the U.S. Not all Nordstrom full-line or Nordstrom Rack stores offer alterations services. The alterations benefit is not available for Nordstrom purchases made in Canada or Nordstrom international online orders.

The alterations benefit has a maximum value associated with it for Cardmembers of Levels 1, 2 and 3 of the Program. When you are a Level 1, 2 or 3 Cardmember, 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 level of the Program. Please note, the alterations benefit is not cumulative as you progress through the levels of the Program. This means, for example, if you are at a level where the maximum alterations benefit is \$100 and you have used \$100, when you progress to a level 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.

Level 4 Cardmembers will receive a refund equal to the alteration amount at the time of your purchase.

As a Cardmember, what are your Personal Triple Points Days and Bonus Points Events benefits?



The Personal Triple Points Day benefit allows you to select a day to earn triple points on all Net Purchases at Nordstrom using your Nordstrom Card. As you progress to different Rewards Levels, you are only entitled to the number of Personal Triple Points Days for the new Level and not the cumulative total of Personal Triple Points Days of the previous Level and the new Level. This means, for example, if your Personal Triple Points benefit is one (1) day, and you progress to a level 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.

**As a Level 3 or Level 4 Cardmember, how do your Extraordinary Experiences and VIP Access benefits work?**

Level 3 and Level 4 Cardmembers may receive invitations to exclusive shopping events, Extraordinary Experiences hosted by Nordstrom and other select benefits (collectively “Event(s)”) and Level 4 Cardmembers may receive VIP Access to these Events. 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, and locations. Participation in an Event may require a purchase at Nordstrom or an additional expense. This purchase or additional expense must be made on your Nordstrom Card. Complete details for these Events will be sent to selected Level 3 and Level 4 Nordstrom Cardmembers 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.

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

As a Member without a Nordstrom Card, you will forfeit all accumulated and unused Rewards points if you close your Member account within the Program.

As a Member and Cardmember, you will forfeit all accumulated and unused points in your Rewards account as well as access to all of the benefits associated with Levels 1, 2, 3 and 4 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 you choose to voluntarily close your Nordstrom Card account but maintain your Rewards account, your points will be maintained in your account and you may continue to participate in the Program as a Member.

**When do Rewards points, Notes and/or benefits expire?**

Rewards points earned but not yet used 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 when your

Nordstrom Card is closed. Nordstrom Notes expire one (1) year after issue, and other Program benefits not used expire at the end of the current calendar year.

**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.**

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 Rewards 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. Rewards 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 Rewards 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, Washington 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 REWARDS DISPUTE AGAINST US IN A CLASS ACTION, REPRESENTATIVE ACTION OR SIMILAR PROCEEDING IN COURT OR ARBITRATION. YOU ALSO AGREE NOT TO BRING A REWARDS DISPUTE AGAINST US ON BEHALF OF ANY OTHER PERSON, AND YOU AGREE THAT NO OTHER PERSON MAY BRING A REWARDS DISPUTE AGAINST US ON YOUR BEHALF. YOU MAY NOT JOIN A REWARDS DISPUTE IN A SINGLE ARBITRATION WITH A REWARDS DISPUTE OF ANY OTHER PERSON. IF YOU TRY TO ASSERT ANY REWARDS DISPUTES 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 REWARDS 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, the last four digits of your Nordstrom Card number, 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, Washington 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 Rewards Terms and Conditions containing the arbitration provision. Subsequent republications or delivery of the Rewards 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 Rewards 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 Rewards 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 Rewards 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 Rewards 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!