



## **THE NORDY CLUB US TERMS AND CONDITIONS**

THESE 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. IF YOU CHOOSE TO PARTICIPATE IN THE NORDY CLUB, THESE TERMS AND CONDITIONS FORM A BINDING CONTRACT BETWEEN YOU AND NORDSTROM, INC.

(“NORDSTROM”) BY PARTICIPATING IN THE PROGRAM YOU AGREE TO ACCEPT THESE NORDY CLUB TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND CONSENT TO THE PRIVACY POLICY, WHICH IS INCORPORATED INTO, AND PART OF THIS CONTRACT. THE NORDSTROM PRIVACY POLICY DESCRIBES HOW WE COLLECT, USE, AND SHARE INFORMATION. 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. NORDSTROM RESERVES THE RIGHT TO UPDATE OR MODIFY THESE NORDY CLUB TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE. THOSE CHANGES WILL GO INTO EFFECT ON THE LAST UPDATED DATE SHOWN IN THE REVISED NORDY CLUB TERMS AND CONDITIONS. FOR THIS REASON, WE ENCOURAGE YOU TO REVIEW THE NORDY CLUB TERMS AND CONDITIONS WHENEVER YOU VISIT <https://shop.nordstrom.com/c/rewards-terms-conditions> (THE “SITE”).

The Nordy Club Member Program (the “**Program**”) is offered exclusively by Nordstrom (also referred to as “we”, “our”, or “us”). Members (also referred to as “you”, “your”, and inclusive of “Cardmember”) participating in the Program agree to be bound by these Nordy Club Terms and Conditions (“**Program Rules**”), as they may change from time to time.

These Program Rules supersede all previous terms and conditions applicable to the Program. All Program benefits, offers, rewards, and services are subject to availability. Except as otherwise expressly prohibited or limited by applicable laws, Nordstrom may at any time amend, modify, supplement, or terminate the Program, these Program Rules, the

structure for earning rewards, or reward levels even though such changes may affect the value of rewards, or the ability to obtain certain rewards. If notice of such action is required by law, it will be provided in accordance with such laws. If the Program is terminated, all unredeemed benefits will be forfeited without any obligation or liability and will not be honored upon termination or after the conclusion of the notice period, if any notice is required by law. In all matters relating to the administration of the Program, the decisions of Nordstrom will be final. Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other cases beyond our reasonable control.

We reserve the right to cancel or suspend your participation in the Program in the event of fraud, abuse of rewards privileges, violation of these Program Rules or any applicable laws, or at our discretion. Any rewards points or Notes in the account will become void at the time of cancellation. We may revoke some or all of your Notes if we determine that you received Notes due to an error, through fraud or deception, or in any manner not authorized.

Members are responsible for reading, understanding, and remaining knowledgeable of the Program Rules, any program rule changes, account statements, available benefits and rewards, the Nordstrom Privacy Policy, and other communications from Nordstrom in order to understand your rights, responsibilities, and status in the Program. If a member has any questions about the Program or these Program Rules, the member should contact Customer Service at 1.800.964.1800.

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

## **JOINING THE NORDY CLUB**

### **Eligibility and Enrollment**

This Program is a separate and distinct program from the Nordy Club Canada program (“Canada Program”) for Nordstrom Canada Retail, Inc. Therefore, rewards received under this Program and rewards received under any other program offered by Nordstrom Canada Retail, Inc. or its participating partners are not interchangeable and may not be transferred or combined, unless otherwise stated herein.

The term “member” as used herein collectively refers to (1) members who are not credit or debit cardholders, (2) Nordstrom Credit Cardmembers, and (3) Nordstrom Debit Cardmembers.

Corporations, groups, and associations are not eligible to participate in the Program. An individual may enroll in the Program by fully and accurately providing applicable information on the Nordstrom.com website or through other channel(s), if available. Nordstrom may deny membership in the Program to any enrollee in its sole discretion and without written notice. The Program benefits and rewards are non-transferable unless expressly stated otherwise. Any such attempt to transfer or assign shall be null and void. Upon the death of a member, the member's account will be closed and any benefits or rewards in the account will be forfeited.

## **Privacy**

Personal information that you provide to Nordstrom in connection with the Program will be handled in accordance with Nordstrom's Privacy Policy, available at <https://shop.nordstrom.com/c/nordstrom-privacy>. When you enroll in the Program and provide us your email and mobile phone number, you are opting-in to receiving marketing communications 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, unless you use your Nordstrom credit or debit card for purchases, your mobile phone number is your unique membership identifier and must be provided at Checkout in order to earn points on eligible purchases. Because we use your mobile number and email address to identify you as a member and to 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. In such circumstances, standard messaging and data rates may apply. Consenting is not required to make a purchase.

## **Membership**

**GENERAL PROGRAM MEMBERSHIP:** Membership in the Program is available to any United States resident who is eighteen (18) years old and provides valid and accurate personal information when enrolling. Participation in a separate and unique credit or debit card program is not required for a general membership. Once enrolled into the Program, you will enter at the **MEMBER** status level and are entitled to the rewards and benefits of

membership as set out herein or in promotional materials. See below for more details on unlocking status levels.

**NORDSTROM CREDIT CARD MEMBERSHIP:** Participation in the Program as a Nordstrom Credit Cardmember requires you to apply and be approved for a Nordstrom credit card. When applying for a Nordstrom credit card, a mobile phone number is requested. If you are unable or unwilling to provide a mobile phone number, you may contact the Nordstrom Service Center at 1.888.246.8720 in order to process your Nordstrom credit card application. Minimum age requirements for Nordstrom Credit Cardmembers may vary depending upon the jurisdiction and the separate and unique Nordstrom credit card terms and conditions. See the separate and unique Nordstrom credit card terms and conditions for more details regarding Nordstrom credit cards.

Nordstrom Credit Cardmembers are automatically enrolled into the Program at the **INSIDER** status level and are entitled to the rewards and benefits of general membership as well as special benefits associated with the Nordstrom credit card account as set out herein or in promotional materials. See below for more details on unlocking status levels. Nordstrom Credit Cardmembers will forfeit access to all special benefits associated with their Nordstrom credit account if they fail to pay two or more consecutive monthly payments due on the Nordstrom credit card.

**NORDSTROM DEBIT CARD MEMBERSHIP:** If you already have a Nordstrom debit card, you are automatically enrolled in the Program at the **INSIDER** status level and are entitled to the rewards and benefits of general membership as well as special benefits associated with the Nordstrom debit card so long as you comply with all obligations under the separate and unique Nordstrom debit card terms and conditions. See below for more details on unlocking status levels.

**EMPLOYEES:** Nordstrom employees are eligible to participate in the Program with limitations. Employees are not eligible to participate in promotional offers or receive benefits specifically associated with any status level greater than **MEMBER** status even if they are a Nordstrom Credit or Debit Cardmember. Purchases made by Nordstrom employees or eligible family members of Nordstrom employees while using their employee discount are not eligible for bonus points.

**MEMBERSHIP STATUS LEVELS:** Upon reaching certain milestones, members will unlock higher membership status levels with additional benefits and rewards based on the net value of purchases (“Net Purchase Balance” or “NPB”) made in-store and online at Nordstrom,

Nordstrom Rack, and Nordstrom Locals as well as online at HauteLook.com and TrunkClub.com (collectively referred to as “Nordstrom locations”). Each level is unlocked at a minimum Net Purchase Balance as set out below. The Net Purchase Balance is the purchase amount after returns, discounts, taxes, and any amounts redeemed in Nordstrom Notes or Nordstrom Gift Cards have been deducted.

- **MEMBER** – no minimum NPB
- **INSIDER** – minimum NPB of \$500 at Nordstrom locations
- **INFLUENCER** – minimum NPB of \$2,000 at Nordstrom locations (or \$20,000 using a Nordstrom Visa Credit Card everywhere Visa is accepted)
- **AMBASSADOR** – minimum NPB of \$5,000 at Nordstrom locations
- **ICON** – minimum NPB of \$15,000 at Nordstrom locations using a Nordstrom Credit Card

The NPB in the amount identified above must be maintained between January 1 and December 31 of any given year. At the beginning of each calendar year, the NPB will be reset to zero. Members will enter the next year at the previous year-end status level and retain that as the minimum level through the end of the new year even though the NPB was reset. As new milestones are attained, members will unlock higher status levels. If, during a calendar year, the member does not reach the minimum NPB milestone associated with the status at which they entered the new calendar year, at the end of that calendar year, the status level will revert to the status appropriate for the actual NPB maintained.

## **BENEFITS OF MEMBERSHIP**

Members will receive exclusive benefits in the form of rewards, such as Nordy Club points (“points”) and Nordstrom Notes (“Notes”), services, and event access. Nordstrom Debit and Credit Cardmembers will be eligible for additional special benefits associated with card membership. Generally, communication regarding the Program, your Program account, benefits, and promotions will be sent via email. Because Program communications are generally sent via email, you are responsible for ensuring we have the most recent and accurate email. Nordstrom is not responsible for communications, offers, or rewards sent to out of date email addresses.

### **Earn Points**

To receive points, you must self-identify when making a purchase in-store or online at a Nordstrom Location by providing your mobile phone number or by paying with your

Nordstrom credit or debit card. Points cannot be earned from Nordstrom credit card cash advances.

**BASE POINTS:** As set out in the table below, based on your status level and membership category, you will receive a designated number of points for every \$1 of qualifying spend. Net purchase amounts of qualifying spend will be rounded up to the nearest dollar for the purposes of determining the number of points awarded. Some exclusions apply and certain products and services do not qualify for the benefit. For example, you cannot earn points on purchases of alcoholic beverages, shipping, taxes, tips, or certain brands.

Points received for items that are returned will be deducted from your points balance at the time of the return. If any deduction puts the Program account into a negative points balance, you will not be eligible to receive Standard Nordstrom Notes.

Only Nordstrom Credit and Debit Cardmembers using their Nordstrom credit or debit card will earn points from online purchases of gift cards, Nordstrom.com purchases that are shipped to locations outside the U.S. Territories, custom, made-to-measure, stock sizing, and online purchases that transact through PayPal. Nordstrom Credit or Debit Cardmembers using a third-party payment system linked to their Nordstrom credit or debit card will only receive one (1) point per dollar, regardless of whether the purchase was made from a Nordstrom Location.

POINT ALLOCATION PER DOLLAR	MEMBER	INSIDER	INFLUENCER	AMBASSADOR	ICON
<b>Nordstrom Visa Credit Card™</b>	N/A	3 points Nordstrom Locations  1 point Everywhere else Visa is accepted	3 points Nordstrom Locations  1 point Everywhere else Visa is accepted	3 points Nordstrom Locations  1 point Everywhere else Visa is accepted	3 points Nordstrom Locations  1 point Everywhere else Visa is accepted
<b>Nordstrom Retail Credit Card</b>	N/A	3 points Nordstrom Locations	3 points Nordstrom Locations	3 points Nordstrom Locations	3 points Nordstrom Locations
<b>Nordstrom Debit Card</b>	2 points Nordstrom Locations	2 points Nordstrom Locations	2 points Nordstrom Locations	2 points Nordstrom Locations	2 points Nordstrom Locations
<b>Non-cardmember</b>	1 point Nordstrom Locations	1 point Nordstrom Locations	1 point Nordstrom Locations	1 point Nordstrom Locations	N/A

**BONUS POINTS:** From time to time, Nordstrom will offer the opportunity to earn bonus points. The promotional materials may identify additional qualifying events, exclusions,

and restrictions. Certain designer boutiques, brands, and products may limit promotional bonus points opportunities. Generally, you will be notified of any bonus point promotions via email.

**EXPIRATION:** If a Program account has had no activity for twelve (12) consecutive months, all points will expire on the last day of month following the twelfth month of inactivity. For example, if there is no activity for twelve (12) months as of March 12<sup>th</sup>, points will expire on April 30<sup>th</sup> that year.

### **Earn Nordstrom Notes**

Upon reaching certain point accumulation thresholds, you will be eligible for Nordstrom Notes.

**STANDARD NOTES:** For every 2,000 points earned, a \$20 Note will be issued to your Program account. If you use the Nordstrom mobile iOS application, you may be able to redeem Notes in smaller denominations, such as 500 points for a \$5 Note, 1,000 points for a \$10 Note, or 1,500 points for a \$15 Note. Standard Notes expire one (1) year after issue.

**BONUS NOTES:** From time to time, Nordstrom will offer the opportunity to earn bonus notes. The promotional materials may identify additional qualifying events, exclusions, and restrictions. Generally, you will be notified of any bonus note promotions or when you have Notes available for use via email. Bonus Notes are different and distinct from the Standard Notes and may have a shorter expiration date, as indicated in the promotion or on the Bonus Note.

When you redeem a Note to make a purchase, the value of the Note will be applied against the total purchase price, including applicable taxes and fees. Restrictions apply as set out herein and in promotional materials. Nordstrom Notes may not be used as payment on a Nordstrom Credit Card account. You may redeem only one Note at a time for online purchases at Nordstromrack.com or HauteLook.com.

Notes will be denominated in U.S. Dollars and are subject to a currency exchange rate when redeemed at a Nordstrom store located in Canada. The U.S. Dollar to Canadian Dollar exchange rate that will be applied to your Note redemption in Canada will be the rate provided to Nordstrom by Thompson Reuters. All dollar amounts referred to in these Program rules are in U.S. Dollars.

IMPORTANT NOTE: Points and Notes have no cash value and cannot be exchanged for cash or credit. You have no ownership interest in points or Notes, and these rewards collected do not constitute property. The use of the word "earn" or similar language in marketing materials in relation to the Program does not imply that the points or Notes have any value prior to conversion or redemption. Points and Notes may not be purchased or sold and are not transferable except as otherwise stated herein.

## **Unlocking Program Membership Status and Benefits**

The benefits for each member status are identified below. Restrictions apply as identified herein and as expressed in any promotional materials.

<b>MEMBER</b>	<b>INSIDER</b>	<b>INFLUENCER</b>	<b>AMBASSADOR</b>	<b>ICON</b>
<ul style="list-style-type: none"> <li>• Free Basic Alterations</li> <li>• Access to Lifestyle Workshops</li> <li>• First to Shop Select Brands</li> <li>• First to Shop Clear the Rack</li> </ul>	<ul style="list-style-type: none"> <li>• Free Basic Alterations</li> <li>• Access to Lifestyle Workshops</li> <li>• First to Shop Select Brands</li> <li>• First to Shop Clear the Rack</li> <li>• 1 Personal Double Points Day</li> <li>• \$100 Status Alterations Benefit (Cardmember only)</li> <li>• Cardmember Early Access to Anniversary Sale</li> <li>• Free Nordstrom Trunk Club Styling (Cardmember only)</li> </ul>	<ul style="list-style-type: none"> <li>• Free Basic Alterations</li> <li>• Access to Lifestyle Workshops</li> <li>• First to Shop Select Brands</li> <li>• First to Shop Clear the Rack</li> <li>• 2 Personal Double Points Days</li> <li>• Priority Access to Style Events</li> <li>• \$200 Status Alterations Benefit (Cardmember only)</li> <li>• Cardmember Early Access to Anniversary Sale</li> <li>• Free Nordstrom Trunk Club Styling (Cardmember only)</li> </ul>	<ul style="list-style-type: none"> <li>• Free Basic Alterations</li> <li>• Access to Lifestyle Workshops</li> <li>• First to Shop Select Brands</li> <li>• First to Shop Clear the Rack</li> <li>• 3 Personal Double Points Days</li> <li>• Nordstrom to You (In-Home Stylist)</li> <li>• Priority Access to Style Events</li> <li>• Access to Invite-Only Events</li> <li>• \$300 Status Alterations Benefit (Cardmember only)</li> <li>• Cardmember Early Access to Anniversary Sale</li> <li>• Free Nordstrom Trunk Club Styling (Cardmember only)</li> </ul>	<ul style="list-style-type: none"> <li>• Free Basic Alterations</li> <li>• Unlimited free alterations on Nordstrom purchases</li> <li>• Cardmember Early Access to Anniversary Sale</li> <li>• Access to Lifestyle Workshops</li> <li>• First to Shop Select Brands</li> <li>• First to Shop Clear the Rack</li> <li>• 4 Personal Double Points Days</li> <li>• Nordstrom to You (In-Home Stylist)</li> <li>• Priority Access to Style Events</li> <li>• Access to Invite-Only Events</li> <li>• Reimbursement for Nordstrom credit card fees</li> <li>• Free Same-Day Delivery on Nordstrom store purchases in select locations</li> <li>• Icon Customer Care</li> <li>• Nordstrom After-Hours</li> <li>• Access to Icon-Only Events</li> <li>• Dining or Spa Experience</li> <li>• Free Nordstrom Trunk Club Styling (Cardmember only)</li> </ul>

## **Personal Double Points Days**

The Personal Double Points Day benefit allows eligible members to select a day to earn double points on all net purchases. Some restrictions apply to the day you may choose. For example, you may not combine your Personal Double Points Day with any other bonus points event.

As you progress through the Program status levels, you are only entitled to the number of Personal Double Points Days for the achieved new status. If you have used any of your available Personal Double Points Days while in the lower level status, those will count toward your total days available in the achieved new status.



Other restrictions or brand exclusions may apply for special promotions and offers as identified in the promotional materials. Nordstrom employees and qualifying family members are not eligible for the Personal Double Points Days benefit.

### **Events and Workshops**

Eligible members may receive invitations to exclusive shopping and fashion events and/ or workshops hosted by Nordstrom as well as other select benefits (collectively “Event(s)”). These Events are not predetermined and are developed 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 or an additional expense. Generally, you will be notified of any invitations for Events via email.

### **Alterations**

The alterations benefit is available from Nordstrom alterations services and only offered in select Nordstrom or Nordstrom Rack stores. The alterations benefit is not available for Nordstrom purchases made in Canada or Nordstrom.com orders shipped to an address outside the United States.

**BASIC ALTERATIONS:** Complimentary basic alterations are available to all members provided that the item being altered was purchased at full price from a Nordstrom store or through Nordstrom.com or TrunkClub.com. Items purchased at Nordstrom Rack, nordstromrack.com or HauteLook.com are not eligible for the basic alterations benefit.

**CARDMEMBER ALTERATIONS:** As higher levels of Program status are unlocked, Nordstrom Debit and Credit Cardmembers will receive additional alterations benefits in the form of reimbursement through Notes so long as you use your Nordstrom credit or debit card at a Nordstrom store or through Nordstrom.com or TrunkClub.com to purchase a full price item to be altered and the alterations service. You are eligible to receive a 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. For example, if you have \$10 remaining in your alterations benefit, but purchase \$20 of alterations services, you will only receive a Nordstrom Note for \$10.

Please note, the alterations benefit is not cumulative as you progress through the Program. 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 alteration services left to use. We will calculate the amount of eligible alterations as soon as the

transaction settles and Notes will be automatically issued to you a short time after that.

**ICON ALTERATIONS:** **ICON** status members will not be charged for alterations, or in limited circumstances, will receive a refund in the form of a credit to the Nordstrom credit card account equal to the alteration amount charged so long as the item being altered was purchased at full price from a Nordstrom store or through Nordstrom.com or TrunkClub.com using a Nordstrom credit card.

### **ICON Same-Day Delivery Service**

Where this service is available, **ICON** status members can get in-stock items from their local store delivered to them the same day at no charge. Same-Day delivery service is only available in selected cities and stores. Other limitations may apply.

### **ICON Credit Card Fee Reimbursement**

**ICON** Credit Cardmembers will not have to pay Nordstrom credit card fees while they enjoy the **ICON** status. These fees include the Late Payment Fee, Returned Payment Fee, Cash Advance Fee, and Minimum Interest Charge Fee as 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 a credit to your Nordstrom credit card account equal to the amount of the Fee(s) charged within 30 days. The 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. You will receive notification if required by applicable law. Please remember to always pay at least the Minimum Payment Due each month as described in your monthly billing statement.

## **ADDITIONAL TERMS OF PARTICIPATION**

### **Severability**

If any provision of these Program Rules or the application of any such provision to any person or circumstance is held invalid, illegal, or unenforceable for any reason whatsoever, the remaining provisions of these Program Rules and the application of such provisions to other persons or circumstances shall not be affected. To the fullest extent possible, the court finding such provision invalid, illegal, or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification within the bounds of validity, legality, and enforceability.

### **No Waiver**

Nordstrom's failure to insist upon or enforce strict compliance with any provision of these Program Rules shall not be construed as a waiver of any provision or right and will not prevent us from enforcing such right or provision in the future. Nothing in these Program Rules will limit Nordstrom from exercising any legal rights or remedies that it may have.

### **Headings**

The headings for each of these Program Rules are for convenience of reference only. Such headings shall be ignored in the interpretation or construction of any of these Program Rules.

### **Complete Understanding**

These Program Rules and the Privacy Policy referenced herein constitute the entire understanding between you and Nordstrom with respect to the Program.

### **Errors or Inconsistencies**

Despite our best efforts to ensure accuracy, errors occasionally occur. We reserve the right to correct such errors at any time even if it affects pending benefits, rewards, points or Notes in your account.

In the event of any inconsistency or discrepancy between the Program Rules or other statements contained in any related materials or advertising, the terms of the then-current Program Rules shall prevail, govern and control.

### **Limitations of Liability and Damages**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE PROGRAM AND ALL PRODUCTS AND SERVICES 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 AND THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. NORDSTROM DOES NOT WARRANT THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. NEITHER NORDSTROM NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR

CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE PROGRAM.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NORDSTROM, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE NORDY CLUB TERMS AND CONDITIONS.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances, shall not exceed the lesser of (a) the amount paid by you for your participation in the Program during the prior twelve (12) months or (b) ten dollars (\$10).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above indemnities, limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

We may assign our rights and obligations under these Program Rules, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

These Program Rules are governed by the laws of the State of Washington, without regard to any conflict of law provisions. Any action relating to the Program or any transaction with Nordstrom must be brought in the state or federal courts located in Seattle, Washington. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

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**

In the event that our customer service team is unable to resolve your concern, by participating in the Program, you unconditionally agree that, except as set forth below, all claims, controversies, or disputes between you and us (including any claim, controversy, or dispute between you and a third-party agent of Nordstrom) will be resolved entirely through binding individual arbitration, rather than in court, including, without limitation, such claims, controversies, or disputes relating to your participation in this Program and access or use of our Site and any products or services purchased from Nordstrom through our Site or stores. The sole exception to the foregoing requirement to arbitrate is that either party may assert individual claims in small claims court if those claims otherwise qualify for small claims court and as long as the matter remains in such court and advances only on an individual (non-class, non-representative basis). The Federal Arbitration Act and federal arbitration law apply to these Program Rules.

BY AGREEING TO THESE NORDY CLUB TERMS AND CONDITIONS, YOU GIVE UP YOUR RIGHT TO SETTLE ANY DISPUTES WITH NORDSTROM IN A COURT OF LAW OR BEFORE A JURY. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS OR REPRESENTATIVE ACTIONS.

Note: There is no judge or jury in arbitration, no class actions, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms of Use as a court would.

To begin an arbitration proceeding, you may send a letter requesting arbitration and describing your claim to our registered agent: Nordstrom, Inc., Attn: General Counsel, 1700 7th Avenue, Suite 1000, Seattle, WA 98101. You agree that the arbitration will be conducted by either the American Arbitration Association ("AAA"), [adr.org](http://adr.org), 1.800.778.7879, or the Judicial Arbitration and Mediation Services ("JAMS"), [jamsadr.com](http://jamsadr.com), 1.800.352.5267. The AAA or JAMS consumer rules for arbitration, as applicable, shall apply. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable. You can contact AAA or JAMS to find out more information on how to commence an arbitration proceeding. Payment of all filing, administration and arbitrator fees will be governed by the AAA's or JAMS' applicable consumer rules. We will reimburse those fees for claims totaling less than \$10,000. Likewise, Nordstrom will not seek attorneys' fees and costs in arbitration. You may choose

to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

As set forth above, we each agree to bring any dispute on an individual basis only, and not on a class, consolidated, representative or collective action basis. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial or to participate in a class action against the other. In addition, we both agree that we each may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA OR JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR NORDSTROM WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

## **CUSTOMER SERVICE**

For questions or assistance, just give us a call at 1.800.964.1800.

Thanks for being one of our most valued customers!

Effective as of 10/28/2020