

These Social Influencer Terms and Conditions (the “Terms and Conditions”), together with the Social Influencer Agreement (collectively the “Agreement”) governs the entire relationship between Nordstrom, Inc., a Washington corporation, with offices at 1700 Seventh Avenue, Suite 1000, Seattle, Washington, 98101-4407 (“Nordstrom”) and You, an individual (“Social Influencer”).

**Social Influencer Obligations and Compensation:** Nordstrom and Social Influencer agree to those obligations and compensation terms as set forth between the parties in the Agreement. Social Influencer agrees to produce posts, images, videos and text (collectively the “Content”) as further described in the Agreement.

**Compliance:** Social Influencer will adhere to all applicable laws and regulations, including clearly and conspicuously disclosing his or her relationship with Nordstrom in each post, comment or response as required by [Nordstrom’s Guidelines for Endorsers](#). Social Influencer further agrees to review and adhere to the [Federal Trade Commission Endorsement Guides](#) or other applicable governing law. For example, a few recommendations from the Federal Trade Commission includes that:

- when sharing a video, Social Influencer should place the disclosure within the video post itself, rather than just in the description of the video;
- when posting on Instagram, Social Influencer should disclose material connections before the “More” button in posts; and
- when disclosing their relationship with sponsors, Social Influencer should avoid using ambiguous abbreviations, such as “#sp,” which may prevent consumers from understanding that the content is sponsored.

**Nordstrom’s Use of Likeness:** Social Influencer agrees that Nordstrom may use Social Influencer’s name, social handle(s) and likeness (collectively “Likeness”) in connection with the advertisement, promotion, and sale of Nordstrom merchandise and services through various channels including, but not limited to, the websites, promotions, broadcasts and advertisements solely in connection with the Project.

**Nordstrom’s Use of Content:** Social Influencer grants to Nordstrom the right, in perpetuity throughout the world, to copy, distribute, publicly display, reproduce, perform, and make derivative works based on the Content in all media including, but not limited to, on the website, in-store digital displays, and on social media platforms.

## **Waiver and Release**

Nordstrom is not required to make use of any Likeness or Content and Social Influencer further waives the right of prior approval of the use, reproduction, alteration or publication of the Likeness or Content by Nordstrom. Social Influencer hereby releases Nordstrom, its employees, subsidiaries, contractors and agents from any and all claims for damages of any kind resulting from the use of the Likeness or Content.

**Term and Termination:** The term of this Agreement is as specified within the Agreement. Nordstrom may terminate this Agreement at any time for any reason by giving Social Influencer at least three (3) days’ notice, except Nordstrom may terminate immediately if Social Influencer engages in conduct contrary to the best interests of Nordstrom.

**No Agency/Independent Contractor Status:** This Agreement does not create an employer-employee relationship between Nordstrom and Social Influencer and nothing herein will be construed to create, authorize or constitute a partnership, joint venture or agency relationship of any kind. Neither party shall have the authority to bind the other to any obligation or liability except as provided in this Agreement.

**Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, without regard to its conflicts of laws or principles, and the state and federal courts located in King County, Washington shall have exclusive jurisdiction.

**Assignment:** Neither party may assign or transfer this Agreement or any performance rights or obligations under this Agreement without the prior written consent of the other party; except that Nordstrom may, upon notice to Social Influencer assign its rights and obligations under this Agreement to an affiliate.