

# NORDSTROM INFLUENCER | TERMS AND CONDITIONS Updated 1-19-22

These Influencer Terms and Conditions (the “Terms and Conditions”) are part of each Influencer Agreement executed between Nordstrom, Inc., a Washington corporation (“Nordstrom”), and You, an individual or agency as identified in the Influencer Agreement (“Influencer Agreement”, and together with the Terms and Conditions, the “Agreement”) and are binding upon the parties.

1. **Acceptance:** Execution of the Influencer Agreement constitutes the parties’ agreement to: (a) these Terms and Conditions; and (b) the Nordstrom Guidelines for Endorsers available at <https://www.nordstrom.com/browse/customer-service/policy/guidelines-for-endorsers>. Nordstrom objects to any different or additional terms in any other document or form transmitted on behalf of Influencer. Nordstrom’s objection to different or additional terms shall not be waived by publication of any Content or by payment of any invoice.
2. **Obligations and Compensation:** Nordstrom and Influencer agree to the obligations and compensation terms as set forth between the parties in the Agreement. Influencer agrees to produce posts, images, videos, text, and any other content or materials (collectively the “Content”) related to the products, merchandise, or services (“Product”), both as further described in the Influencer Agreement. Influencer will utilize their own equipment, software, and supplies required to perform the services, unless otherwise agreed upon by the parties in the Influencer Agreement.
3. **Product:** In connection with the services, Nordstrom may provide to Influencer the Product. If Nordstrom specifies that the Product is provided only for use during a limited period of time and under specific conditions, Influencer will take reasonable care to safeguard Nordstrom’s Product entrusted to Influencer’s custody or control, and abide by any additional secrecy and confidentiality requirements provided to Influencer.
4. **Events:** If Influencer’s services include participation in or attendance at an event, Influencer is responsible for (a) arrangement and funding of Influencer’s travel to, from, and during the event, unless otherwise specified in the Influencer Agreement; (b) compliance with all reasonable guidelines and instructions relating to schedule, attendance, messaging, equipment, and resources; and (c) cooperation with any pre-promotion or post-promotion requests of Nordstrom.
5. **Media Training; Press:** Influencer (a) will not authorize or release advertising matter or publicity or give interviews which make reference to the details of Influencer’s engagement hereunder without Nordstrom’s prior written approval; and (b) will make themselves available for Nordstrom media training upon request.
6. **Compliance:** Influencer will comply with: (a) all applicable laws and regulations; (b) all policies and terms of service of applicable social media platforms; and (c) [Nordstrom’s Guidelines for Endorsers](#), which are hereby incorporated by reference. Without limiting the foregoing, Influencer will clearly and conspicuously disclose Influencer’s relationship with Nordstrom in each post, comment, or response as required by [Nordstrom’s Guidelines for Endorsers](#) and will review and adhere to the [Federal Trade Commission Endorsement Guides](#) available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>. For example, a few recommendations from the Federal Trade Commission include:
  - When sharing a video, include the disclosure within the video post itself as an oral disclosure (in addition to any written disclosures, rather than just in the description of the video) - this disclosure should come at the beginning of the video;
  - When posting on Instagram, disclose material connections before the "More" button in posts;
  - When posting on Snapchat or through Instagram Stories, superimpose the disclosure over the picture and ensure that viewers have enough time to notice and read the disclosure;
  - When endorsing a Product in a live stream, orally repeat the disclosure periodically so viewers who only join for part of the stream will hear the disclosure;
  - When posting on Twitter, disclose material connections in the text and not as a link to an external (non-Twitter) source;
  - In blog posts, disclose at the outset of any lengthy post, and in all instances, disclose “above the fold” before the reader is required to scroll;
  - You may leverage a platform’s disclosure tools, but do not rely solely on these tools - create Your own disclosure hashtags and statements as well; and
  - You may not use hashtag abbreviations for any disclosures, such as "#sp," "spon," or "collab" which may prevent customers from understanding that the Content is sponsored.

7. **Content Review and Removal:** Influencer acknowledges and agrees that Nordstrom has the right, but not the obligation, to (1) review any Content prior to publication, and (2) at any time during or after the Term, require Influencer to edit or remove any Content that Nordstrom finds does not comply with the terms of the Agreement. The foregoing does not alter Influencer's responsibility for reviewing all Content prepared under the Agreement to confirm the accuracy and legality of all disclosures, descriptions and depictions of the Product, Nordstrom, and, with Nordstrom's prior written approval, any competitive products referenced.
8. **Nordstrom's Use of Likeness:** Unless otherwise explicitly set forth in the Influencer Agreement, Influencer agrees that Nordstrom and its designees may use Influencer's name, likeness, photographs (including, without limitation, any copyrighted pictures and video images of the Influencer which Influencer makes available for use hereunder), Influencer's signature, personal or professional background and experience, reputation, social handles, voice, and quotations (collectively "Likeness") in connection with the Content in any media for Nordstrom's commercial purposes, without further approval by or payment to Influencer or any third party during and after the Term. The foregoing includes the right to report, feature, publish and otherwise use the Likeness in connection with the Content on and through Nordstrom's online, mobile, social media channels, in-store digital displays, and printed materials, and use the same in connection with the production, distribution, marketing, advertising, promotion and sale of Nordstrom merchandise and services.
9. **Nordstrom's Use of Content:** Unless otherwise explicitly set forth in the Influencer Agreement, Influencer hereby grants to Nordstrom and its designees a worldwide, perpetual, irrevocable, exclusive, transferable, sublicensable, royalty-free, and fully paid-up right license to use, copy, distribute, edit, publicly display, reproduce, transmit, publish, perform, and make derivative works based on the Content in any media for Nordstrom's commercial purposes, without further approval by or payment to Influencer or any third party during and after the Term. Without limitation, the foregoing includes the right to report, feature, publish and otherwise use the Content on and through Nordstrom's online, mobile, social media channels, in-store digital displays, and printed materials, and use the Content in connection with the production, distribution, marketing, advertising, promotion and sale of Nordstrom merchandise and services.
10. **Viral Dissemination:** Influencer acknowledges that any posted Content and Likeness may be shared, re-posted, and disseminated by consumers and third parties without notice or compensation. Influencer approves this viral distribution and acknowledges that Nordstrom is not responsible for, and will have no liability in relation to any use, display, distribution, reaction or response to the Content or Likeness by consumers or third parties.
11. **Representations and Warranties:** Influencer represents and warrants that: (a) Influencer will perform all work under the Agreement in a professional and good workmanlike manner; (b) Influencer will not infringe any trade name, trademark, trade secret, copyright, patent, or other intellectual property right or right of publicity of a third party; (c) Influencer is the sole owner of and/or has or will have the unrestricted right to create and submit the Content and to grant the rights to the Content set forth in the Agreement; (d) Influencer's followers/fans on social media platforms have not been procured directly or indirectly through the use of fraudulent methods, fake accounts, or the use of third parties engaged to increase follower/fan quantities; (e) the Content (i) is or will be the original work of Influencer or otherwise properly licensed or legally available for the purposes described in this Agreement, (ii) has not been previously published in any form, (iii) is free of plagiarism, and (iv) does not and will not defame or cast any person or entity in false light; (f) all facts, statements, and claims in the Content are true, not deceptive, misleading, or unsubstantiated and reflect Influencer's honest views and experience; (g) Influencer will obtain prior written consent to use in the Content any personal information, photograph, video, image, or likeness of any third party and to provide such written consent to Nordstrom upon request; (h) neither the participation of Influencer nor any person depicted in the Content will subject Nordstrom to obligations under any talent union, guild, or collective bargaining agreements (including SAG-AFTRA); (i) Influencer is not subject to any restriction or limitation by way of employment, licensure, or contractual obligation that may impair or limit Influencer's performance of the services, and that Influencer has the express approval of any third party to make the promises and commitments set forth herein, and will advise any future employer of his obligations hereunder; and (j) Influencer is at least the age of majority in their state of residence and has the power and legal authority to enter into and perform its obligations under the Agreement.
12. **Indemnification:**
  - (a) Influencer will indemnify and hold harmless Nordstrom and its affiliates and their respective employees and agents against and from all claims, suits, government audits, judgements, losses, damages, fines, and costs (including reasonable attorneys' fees) arising out of any claim, suit, demand, or other proceeding brought by any third party arising out of or related to: (i) Influencer's breach of any representation or warranty under the Agreement; (ii) Influencer's breach of Section 6 of these Terms and Conditions; or (iii) any claim for: failure to timely pay wages; wages or benefits; worker's compensation; unemployment; disability; or claims under similar laws or obligations.

- (b) Nordstrom will indemnify and hold harmless Influencer from all claims, suits, judgments, losses, damages, fines, and costs (including reasonable attorneys' fees) arising out of any claim, suit, demand, or other proceeding brought by any third party arising out of or related to: (i) Nordstrom's products or services; or (ii) Influencer's use of any approved Nordstrom trademark in accordance with the Agreement and Nordstrom's Brand Guidelines.
- (c) The indemnified party will promptly notify the indemnifying party in writing of any claim for which it seeks to be indemnified pursuant to this Section 12. The indemnified party may participate in and observe the proceeding at its own cost and expense with counsel of its own choosing. The indemnifying party shall not settle any claim that adversely affects the rights of the indemnified party without the indemnified party's prior written consent.
13. **Waiver:** Nordstrom is not required to make use of any Likeness or Content and Influencer further waives the right of prior approval of the use, reproduction, alteration or publication of the Likeness or Content by Nordstrom.
14. **Term and Termination:** The term of the Agreement is as specified within the Influencer Agreement. Nordstrom may terminate the Agreement at any time for any reason by giving Influencer at least three (3) days' notice, except Nordstrom may terminate immediately if Influencer engages in conduct contrary to the best interests of Nordstrom, in Nordstrom's sole discretion. Upon termination, Nordstrom will have no further obligation to Influencer, but any rights granted to Nordstrom by Influencer hereunder will continue and survive termination or expiration of this Agreement. The following sections of the Agreement will survive any expiration or termination of the Agreement: Sections 6-15 and Sections 17-21.
15. **Confidentiality:** Influencer shall treat and keep all confidential information (meaning any and all information relating to Nordstrom or its affiliated companies in whatever form that (a) is by its nature confidential; (b) the Influencer knows or should know is confidential; or (c) is designated by Nordstrom as confidential) secret and confidential, and will not, without Nordstrom's prior written consent, disclose confidential information to any other person or use the confidential information for any other purpose than the services. The terms of the Agreement will be considered Nordstrom's confidential information; provided, however, Influencer may disclose the terms of this Agreement to professional counselors, such as an accountant and/or attorney, on a need-to-know basis or as required by law.
16. **No Employment Relationship:** Influencer agrees that Influencer is hired as an independent contractor for Nordstrom, that Influencer is not by the Agreement constituted or appointed the legal representative or agent of Nordstrom, and that Influencer does not have the right or authority to make any representation or to incur any type of liability or any obligation of any kind against, in the name of, or on behalf of Nordstrom, whether directly or indirectly. Influencer is responsible for ensuring any person assigned to perform services are properly classified as independent contractors. Influencer agrees that, because Influencer is not an employee of Nordstrom, Influencer is not entitled to any (a) wages; (b) medical, dental, or life insurance benefits (including but not limited to holiday, sick or vacation, pay, unemployment, workers compensation, medical or other insurance); (c) 401(k), profit sharing or merchandise or product discount; or (d) payment of federal, state and local taxes, fees, assessments, licensee fees; or (e) any and all other benefits which are offered by Nordstrom to regular Nordstrom employees. Influencer will discharge any and all obligations imposed by any federal, state or local law, regulation or order, including but not limited to taxes, unemployment compensation and the filing of any required returns and reports and the payment of any assignments, taxes, contributions and other such required sums.
17. **Taxes:** Influencer is responsible for paying any applicable taxes, withholdings, and other fees due in connection with compensation received under the Agreement, including but not limited to those due under the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, Federal income tax withholding requirements, and any other applicable federal, state, and local laws, rules, and regulations. Nordstrom will not withhold any taxes from amounts it pays to Influencer.
18. **Governing Law:** The 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.
19. **General:** The Agreement represents the entire agreement between the parties and supersedes any prior written or oral agreement. Modifications must be in writing and signed by both parties to be binding. Any waiver or delay in requiring performance or exercising any right under the Agreement on any occasion will not be construed as a bar to or waiver of such performance or right on any future occasion. Except as expressly stated herein, neither party may assign or transfer the Agreement or any performance rights or obligations under the Agreement without the prior written consent of the other party; except that Nordstrom may assign its rights and obligations under the Agreement to an affiliate. The Agreement will be binding upon the parties and their respective successors and assigns. If any provision of the Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible. Any ambiguities in the language of the Agreement are not to be construed or resolved against any party based upon the fact that such party was principally responsible for drafting any provision of the Agreement.