## OFFICIAL RULES NYC HOLIDAY EXPERIENCE SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE NYC HOLIDAY EXPERIENCE SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 12:00 A.M. CENTRAL TIME ("CT") ON NOVEMBER 1, 2024, AND ENDS AT 11:59 P.M. CT ON NOVEMBER 15, 2024, (THE "SWEEPSTAKES PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE SWEEPSTAKES.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO THOSE WHO ARE LEGAL RESIDENTS AND LOCATED IN ONE OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA AND ARE AT LEAST 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY (COLLECTIVELY AN "ENTRANT" OR "ENTRANTS"). VOID WHERE PROHIBITED OR RESTRICTED. Employees of Nordstrom, Inc. ("Sponsor"), EventLink LLC ("Administrator"), and their respective employees, volunteers, directors, elected officials, parents, affiliates, subsidiaries, distributors (other than as defined above), and their advertising and Sweepstakes agencies, and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws), and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Administrator and/or Sponsor, which are binding and final on matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** There is one (1) way to enter the Sweepstakes during the Sweepstakes Period: Entrants must visit the website <u>www.nordstromrsvp.com/holidaysweeps</u> (the "Website") during the Sweepstakes Period and complete and submit the online entry form with the required contact information ("Entry(ies)"). Entrants must complete and submit the entry form with all required information for the Entry to be eligible. ENTRIES MUST BE SUBMITTED BY 11:59 P.M. ET ON NOVEMBER 15, 2024. No other methods of entry will be accepted. The Released Parties (defined below) are not responsible for lost, late, illegible, stolen, incomplete, invalid or unintelligible entries. Proof of submission will not be deemed proof of receipt by the Sponsor and/or Administrator. By entering the sweepstakes, Entrants understand and agree they will be opted in to Nordstrom marketing emails.

Online entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** THERE IS A LIMIT OF ONE ENTRY PER PERSON FOR THE ENTIRE SWEEPSTAKES. In the event of a dispute as to any Entry based on email address, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Any potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any other methods will void that participant's Entries, and that participant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected Entries, which will be disqualified. Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disqualification. All Entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned. Please also see the "Entrant's Personal Information" section below, of these Official Rules.

**WINNER SELECTION:** Administrator will randomly select one (1) potential Grand Prize winner (the "Potential Winner") in a random drawing conducted on or about November 18, 2024, from among all eligible Entries received during the Promotional Period. Potential Winner will be notified by phone or email using the contact information provided at the time of Entry, in order to be verified as eligible and confirmed as a winner. **The Potential Winner will be required to respond to the notification within forty-eight (48) hours from initial contact**. If a Potential Winner is unable to be notified or no response is received within the time allotted, an alternate Potential Winner will be selected (time permitting). Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Potential Winner will be required to complete, sign and return an affidavit of eligibility and liability and, except where prohibited, a publicity release within two (2) business days to officially secure the prize. Potential Winner's guest must be at least 21 years of age as of the end date of the Sweepstakes, and may be required to complete, sign and return a liability release and, except where prohibited, a publicity release within the same time period. If the Potential Winner's notification is rejected, returned, or deemed undeliverable or the Potential Winner fails to execute and return the affidavit/release(s) within the specified time, or if he/she is otherwise ineligible to receive the prize, even if the disqualified Potential Winner's name may have been publicly announced, that Potential Winner will be deemed ineligible and the prize will be awarded to an alternate Potential Winner selected at an alternate random drawing from all remaining eligible Entries, time permitting. Subject to verification of eligibility and compliance with the terms of these Official Rules, the Potential Winner will be declared official Grand Prize Winner of the Sweepstakes. Grand Prize Winner will be required to provide his/her social security number or tax id for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize. Unclaimed prizes will not be awarded.

**PRIZE/ODDS:** There will be one (1) randomly selected Grand Prize Winner who will receive the Nordstrom Holiday Experience Package Sweepstakes prize, which includes:

- Four (4) nights hotel accommodations at the JW Marriott Essex House (160 Central Park South, New York, NY 10019)
  - Standard room rate, including taxes.
  - Check In: December 2, 2024
  - Check Out: December 6, 2024
  - Hotel package may not be exchanged, transferred, sold or redeemed for cash.
- Winner's choice of either: two (2) tickets to Radio City Christmas Spectacular at 2pm on December 4, 2024, **OR** two (2) tickets to New Yorks City's Ballet's The Nutcracker at 7pm on December 4, 2024.
  - Tickets may not be exchanged, transferred, sold or redeemed for cash. No substitutions or rainchecks.
- Winner's choice of: Afternoon Tea for two (2) at either The Plaza Hotel **OR** Lunch in Central Park (Boathouse or Tavern on The Green)
  - Dates: December 3, 2024, **OR** December 5, 2024, subject to availability.
  - \$150 maximum spend limit.
  - Offer cannot be exchanged, transferred, sold, or redeemed for cash.
  - Exclusive dinner experience for two hosted by Nordstrom
- Date: December 3, 2024.
  - Dinner is a prix fixe menu.
  - No substitutions. Offer cannot be exchanged, transferred, sold or redeemed for cash.
- \$1,500 Nordstrom Gift Card

The Approximate Retail Value ("ARV") of entire prize is \$7,500.00.

## Odds of winning depend on the number of eligible entries received.

**GENERAL PRIZE RESTRICTIONS:** All elements of the prizes are subject to availability. Grand Prize Winner is responsible for all costs not specifically included in the prize package including, but not limited to, transportation (including all travel costs relating to Grand Prize Winner and guest's arrival), parking, meals, gratuities, excursions, incidentals, personal vehicle insurance, and all federal, state/provincial and local taxes on prize. Prizes (including their individual components) may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize (or any portion thereof) is not available for any reason as determined by the Sponsor in its sole discretion. **Winners are fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes).** The winners may be required to provide, to Administrator, their Social Security number or tax ID for tax reporting purposes; the winner of the Grand Prize and any prize valued at \$600 or greater will be issued an IRS Form 1099 reflecting the actual value of the prize. Except where prohibited by law, the acceptance of a prize, or being accepted as a winner, constitutes permission for Sponsor and Administrator to use the winner's name, hometown, likeness, statements and other personally identifiable information for Sweepstakes, advertising and marketing purposes in any media throughout the world without additional

compensation, prize, incentive, consideration, consent or review; and upon request, the winner must provide written consent to such use.

Gift cards are subject to, and must be used in compliance with, the terms and conditions set forth on the respective gift card and as set forth by the gift card issuer and may be found here: <u>https://www.nordstrom.com/browse/customer-service/gift-card-info</u>. Winner must protect the gift card and treat the gift card as they would any other valuable document. Gift card will not be replaced or replenished if lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. Gift cards are not redeemable for cash or credit except where required by law.

**PUBLICITY:** Except where prohibited by law, the acceptance of a prize constitutes permission for Sponsor and/or Administrator to use the Winner's name, hometown, likeness, statements, and other personally identifiable information for Sweepstakes, advertising, and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent, or review; and upon request, the Grand Prize Winner must provide written consent to such use.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, and their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors, advertising/Sweepstakes agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors, and agents (collectively the "Released Parties"), from any and all liability for any claims, costs, injuries, losses, or damages, of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, by participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses, or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize(s) (including any travel or activity associated thereto) or participation in this Sweepstakes; and (c) Entrants acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Sweepstakes. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Sweepstakes materials, the administration of the Sweepstakes, or the announcement of the Grand Prize Winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor and/or Administrator reserve the right, at their sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify, or suspend, the Sweepstakes and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor in their sole discretion. In the event Sponsor or Administrator is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to, fire, flood, epidemic, pandemic, public health crisis (e.g. COVID-19), earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor and/or Administrator shall have the right, in their discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. If Sponsors or Administrator, in their sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure

event, Sponsor and/or Administrator reserves the right, to award prizes from among all the eligible entries received up to the date of such Force Majeure event. Sponsor and Administrator also reserve the right, in their sole discretion, to cancel, modify, or suspend the Sweepstakes in whole or in part, in the event of fraud, technical, or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to any Entrant. In the event of any cancellation, termination, or suspension, notice thereof will be posted at <a href="http://www.nordstromrsvp.com/holidaysweeps">www.nordstromrsvp.com/holidaysweeps</a> Entries not complying with all rules are subject to disqualification. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other Sweepstakes or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state, and local courts for and within King County, Washington; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event shall include attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**WINNER'S NAME:** The name of the Grand Prize Winner will be available after January 6, 2025, and may be obtained by sending a self-addressed stamped envelope for receipt, no later than July 6, 2025, to: Winner's Name, NYC HOLIDAY EXPERIENCE SWEEPSTAKES, c/o EventLink LLC, 780 Arthur Ave, Elk Grove Village, IL 60007.

**ENTRANT'S PERSONAL INFORMATION:** By entering the Sweepstakes, you acknowledge that Sponsor and Administrator may use any personal information collected as part of the Sweepstakes entry form in accordance with Sponsor's Privacy Policy, located at <a href="https://www.nordstrom.com/browse/customer-service/policy/privacy\_and">https://www.nordstrom.com/browse/customer-service/policy/privacy\_and</a> Administrator's Privacy Policy, located at <a href="https://www.nordstrom.com/browse/customer-service/policy/privacy\_and">https://www.nordstrom.com/browse/customer-service/policy/privacy\_and</a> Administrator's Privacy Policy, located at <a href="https://www.nordstrom.com/privacy-policy/">https://www.nordstrom.com/browse/customer-service/policy/privacy\_and</a> Administrator's Privacy Policy, located at <a href="https://www.nordstrom.com/privacy-policy/">https://www.nordstrom.com/browse/customer-service/policy/privacy\_and</a> Administrator's Privacy Policy, located at <a href="https://www.nordstrom.com/privacy-policy/">https://www.nordstrom.com/browse/customer-service/policy/</a> privacy Policy, located at <a href="https://www.nordstrom.com/privacy-policy/">https://www.nordstrom.com/privacy-policy/</a>.

**SPONSOR**: Nordstrom, Inc., 1617 6<sup>TH</sup> AVE, Seattle, WA 98101.

**ADMINISTRATOR:** EventLink LLC, 780 Arthur Ave, Elk Grove Village, IL 60007.