



**Foot Locker**

## Terms and Conditions of Instagram (version 20200520-1)

This Promotion is organized by Foot Locker Europe B.V., Ir. D.S. Tuijnmanweg 3-5, 4131 PN Vianen, the Netherlands. (the "Promoter").

### 1. Who can participate?

The Promotion is open to residents of Europe in which the Promoter operates. You need to be 16 years or older to participate. Employees of the Promoter and its partners in this promotion and any of their subsidiaries, agents or any other business involved with the administration of this promotion, as well as their family members are not eligible to participate. No purchase is required to enter this Promotion.

### 1. Period of the promotion?

The Competition begins at 9:00 CEST on December 20, 2021, and ends at 9:00 CEST on December 23, 2021 ("Entry Period"). Entries submitted before or after the Entry Period or entries not complete will not be eligible.

### 2. How to enter?

To be eligible for the Prize from the Promoter, comment on the Instagram post tagging your friend and must have zero likes on your comment. You and all tagged friends must be following @foolockereu. Internet service providers' fees may apply when accessing the internet which are for the participants account.

### 3. The Prize

The main prize is an exclusive Nike Tuned package. In the event of non-availability of the prize for any reason, the Promoter reserves the right to substitute the prize with a prize of a similar nature. No cash alternative will be available. The prize is not transferable. Any additional costs and taxes which may be applicable to prizes or collection of prizes, shall be the responsibility of the winners. Except in the event of negligence, fault or deliberate acts or omissions on the part of the Promoter or its partners, Foot Locker does not accept any responsibility or liability.

### 4. The Winners

On December 23, 2021, Foot Locker will identify the Winner. The Winner will be decided by checking entries that meet the eligibility criteria and chosen at random at the time of the competition closing. The decision of the Promoter is final and binding on all entrants. No correspondence will be entered into regarding the selection of the winners (other than with the winners themselves). The winners will be notified via Instagram direct message and must confirm their acceptance of the prize straight away.

### 5. Participant's declaration

Entrants may be required to participate in advertising or promotional activity for the Promoter, without payment. You hereby agree that Promoter shall be entitled to use any submitted pictures, videos, name, region of residence or

likeness and that this information and/or these images may be posted on Promoter's website or any website operated by any affiliated company of the Foot Locker group, or used in any other media for marketing or other business purposes, without compensation or prior approval by the entrants. Promoter shall have all rights related to such images and their use.

You shall respect copyrights. You cannot submit material that is copyrighted or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material.

Content cannot include or endorse other brands, trademarks or commercial establishments. Pornographic or sexually explicit content is not allowed. Foot Locker may withdraw, edit or delete any entry that in the sole judgment of Foot Locker violates these Terms and Conditions, or which may be offensive, illegal or violates the rights of any person, or in any way brings the submission process or Foot Locker's brand name into disrepute.

### 6. Personal data

Your personal data will be used for the purposes of executing the Promotion online and related online activities and to send you communications and/or promotions related to this campaign, and, if you have opted in, for sending newsletters and information about promotions and marketing initiatives launched by the Promoter.

The Promoter shall only transfer or grant access to your personal data to affiliated companies and/or third parties to the extent that this is necessary for the executing of this Promotion or in the event that this is necessary in order to send you newsletters.

Your personal data will be processed in accordance with the applicable data protection laws including the general data protection regulation and the privacy policy of the Promoter which can be found at <https://www.footlocker-emea.com/content/footlocker-corp-eu/eu/en/privacy/customer-privacy-statement-europe-.html>

### 7. Miscellaneous

In the event of obvious error in these rules, illegality, or circumstances beyond the reasonable control of the Promoter which prevent the administration of the Promotion, the Promoter reserves the right to amend these rules or withdraw the promotion. The Promoter will not be liable for any form of loss or disappointment caused by same. In such circumstances the Promoter will make all reasonable endeavors to advise entrants of any changes or withdrawal.

This Promotion is subject to the laws of the Netherlands. Any dispute or interpretation regarding these Terms and Conditions will be decided by the courts competent over the city of Amsterdam, the Netherlands

