

Winter Getaway Sweepstakes Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- Eligibility:** The Winter Getaway Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are members of the Foot Locker FLX Program in good standing. Employees of Foot Locker Retail, Inc. (“Sponsor”), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
 - Entry Period:** The Sweepstakes begins at 12:00 AM ET December 23rd, 2024 and ends at 11:59 PM ET on January 23rd, 2025 (“Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
 - How to Enter:** There are two (2) ways to enter:
 - Using Points:** Visit any Foot Locker, Inc. banner and log into your FLX Program account to access this Sweepstakes. Follow the instructions to redeem 500 points for one (1) entry. Mark the check box after reading the Official Rules. Once your points are redeemed for an entry into this Sweepstakes, the points will automatically be removed from your account.
 - By Mail:** Neatly print your first and last name, mailing address, email address, and telephone number along with “FLX Rewards x Dreams Sapphire Resort & Spa Vacation Sweepstakes” on a 3 X 5 postcard. Please mail to FLX Rewards x Dreams Sapphire Resort & Spa Vacation Sweepstakes, Attn: FLX Program, 330 W. 34th Street New York NY 10001. Entries must be postmarked during the Entry Period and received before the drawing date. Entries received after the drawing date will not be acknowledged.
- For all Entries:** There is a limit of two hundred (200) entries per person, regardless of method of entry. Violation of entry limit will result in disqualification of all entries. By entering, you indicate your full agreement to these Official Rules and Sponsor’s decisions regarding the Sweepstakes, which are final and binding.
- Drawing:** On or around January 24th, 2025, Sponsor, or a third party on behalf of Sponsor, will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to contact the winner(s) via email or text message within five (5) days of the drawing. If a potential winner does not respond within three (3) days after Sponsor’s notification, Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received.
 - Potential Winner Requirements:** Except where prohibited, a potential winner and each guest may be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, and time permits, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Sponsor will attempt to contact a maximum of three (3) alternate potential winners.

6. **Prize:** One Winner will win one (1) prize consisting of a five (5) night stay for a family of four (4) people, two adults and two children (who are each less than or equal to 12 years of age during the stay at the hotel) in double occupancy accommodations in the Preferred Club Section-- Indigo at Dreams Sapphire Resort & Spa, including select meals, drinks, gratuities, non-motorized water sports, and entertainment (ARV \$4,400), as well as one (1) \$500 Foot Locker Inc. gift card (the “Prize”). For additional details on the all-inclusive experience, please visit <https://www.hyattinclusivecollection.com/en/resorts-hotels/dreams/mexico/sapphire-resort-spa/>. The five (5) night stay portion of the prize will be provided by Alliance Connection, Inc. (“Alliance”) on behalf of AM Resorts LP (“AMR”). Alliance is the strategic partnership marketing firm for AMR. The \$500 Foot Locker Inc. gift card will be provided by Foot Locker Inc. (“Sponsor”). Additional terms and conditions may apply with respect to the gift card. The approximate total retail value of the Prize is \$4,900 USD. Transportation (e.g., airfare, ground, etc.) is not provided by Alliance or AMR and is not included in the prize package. Reservations must be confirmed at least 30 days prior to travel dates. The trip must be redeemed within 12 months of the promotion's end date, is subject to availability and blackout dates (including holidays); if unredeemed, no extensions will be granted. All expenses and incidental travel costs not expressly stated in the package description in the Official Rules, including but not limited to, taxes, airfare, ground and/or other modes of transportation, spa treatments, excursions, discretionary premium meal service and specialty wine list, and other costs, fees or surcharges, will be the sole responsibility of the winner. Adults must be twenty-one (21) years of age or older as of the date of departure. All travel companions must travel on the same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, the travel companion must be the winner's parent/legal guardian. Each winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Winner and travel companions must execute liability/publicity releases on behalf of Sponsor, AMR and Alliance prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Alliance will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Neither AMR, Alliance nor Sponsor are responsible if any event is delayed, postponed or cancelled for any reason by the winner and the winner is unable to rebook in the allotted time, in which event that portion of prize is forfeited in its entirety and no substitution will be provided, unless mutually agreed by the Alliance, AMR and Sponsor. Winner will not receive difference between actual and approximate retail value of his/her trip. This Prize does not include any additional guests or extra room nights, is not redeemable for cash, is non-transferable, and cannot be extended. Winner is responsible for paying any applicable income taxes and all other costs and expenses not listed above. Prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor, Alliance and AMR reserve the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason, as determined by Sponsor, in its sole discretion.
7. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication.

The Sweepstakes is subject to federal, state and local laws and regulations, and is void where prohibited.

8. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's [Privacy Statement](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, state of residence, and any posts you make with the #BornToFLX hashtag for promotional purposes in any media without further payment or consideration.
9. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, Alliance and AMR, and their respective parents, subsidiaries, affiliates, and advertising and Sweepstakes agencies, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) any errors on the social media platforms that may prevent an individual from participating or receiving direct messages; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Sweepstakes or the processing of posts; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
10. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your 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 New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
11. **Winners:** To request a list of people who have won a prize worth over \$25, send a self-addressed, stamped envelope to Winter Getaway Sweepstakes, Attn: FLX Program, 330 W. 34th Street New York NY 10001. Requests must be received within thirty (30) days of the end of the Entry Period.
12. **Sponsor:** The Sweepstakes is sponsored by Foot Locker Retail, Inc., 330 West 34th Street, New York, NY 10001 ("**Foot Locker**"). Alliance Connection, Inc., 7960 Alta Vista Dr, Pinckney, MI 48169 ("**Alliance**") is considered the "Prize Provider."