

FOOT LOCKER AUSTRALIA INC.

FOOT LOCKER X NIKE MAXXED OUR CREATOR COMPETITION 2023

COMPETITION TERMS AND CONDITIONS – GAME OF SKILL

1. This document contains the terms and conditions of entry ("**Terms**") into the Foot Locker x Nike 'Maxxed Out Creator' Competition 2023 (the "**Promotion**"). By participating, entrants agree to be bound by these Terms. Entries must comply with these Terms to be valid.

The Promoter

2. The Promoter is Foot Locker Australia Inc. (ABN 22 619 093 977) of Level 2, 16 Terrace Place Murarrie (the "**Promoter**"). To contact the Promoter, please email flp.marketing@footlocker.com.

Promotion period

3. The Promotion commences at 9:00AM (AEST) on Sunday, 26th of March 2023 and ends at 11:59pm (AEST) on Sunday, 16thth of April 2023 (the "**Promotional Period**").

Eligibility to enter

4. Entry is open to Australian residents over the age of 16 ("**Eligible Entrants**"). Entrants under the age of 18 years must obtain consent from their parent or guardian to enter. If a winner is under the age of 18 years, then the Promoter reserves the right in its absolute discretion to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
5. Directors, management, employees and their immediate families, of the Promoter, suppliers, associated entities and agencies associated with this Promotion are ineligible to enter.
6. Participants must only register in their own name. Any entries of a participant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
7. The Promoter may require participants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the participant's identity, age, residential address, eligibility to enter, participate and claim a prize.
8. The Promoter reserves the right to disqualify any person whose participation is not in accordance with these Terms, or who is involved in any way in interfering or tampering with the conduct of this Promotion, has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.
9. The Promoter also reserves the right to disqualify any persons who engage in inappropriate behaviour, regardless of whether such behaviour is directed towards other persons at the Store or at the Promoter's employees.

How to enter

10. To enter, Eligible Entrants must, during the Promotion Period, use the Maxxed Out Creator Interactive Tool and take all steps required to participate in the Competition. The Tool is available at either <https://footlocker-remix.vercel.app/> or on the interactive digital screen at QV Square or the Foot Locker QV Store located at Cnr Swanston and Lonsdale Street Shop Sw292, Melbourne VIC 3000, Australia (the “Store”)
11. There is no entry limit per person.

Prizes

12. Prizes for the Promotion (“Prizes”) consist of the following prize tiers:
- (i) **Major Prize Pack for one (1) winner:** One (1) Rega System One Turntable Package including Rega Planar 1 turntable; Rega io Amplifier; Kyte Bookshelf Speakers; Speaker cable – 3 metres. The total Turntable Package is valued at \$AUD2,947.00. One (1) custom tee with the individual winner’s album cover design valued at \$AUD30. One (1) record vinyl sleeve and vinyl with the individual winner’s album cover design value at \$AUD50. One (1) Foot Locker voucher valued at \$AUD200.00
 - (ii) **Runners-up Prize Pack for two (2) winners:** One (1) custom tee with the individual winner’s album cover design valued at \$AUD30. One (1) record vinyl sleeve and vinyl with the individual winner’s album cover design value at \$AUD50. One (1) Foot Locker voucher valued at \$AUD200.00
 - (iii) **Minor Prizes Gift Card for 3 (3) winners:** One (1) \$AUD200 Foot Locker gift card per winner for each successful entry on the Leaderboard.
13. The following terms and conditions apply to each Major Prize Gift Card, each Runners-up Prize Gift Card and each Minor Prize Gift Card:
- (iv) The gift card has no value until activated in-store at one of the Promoter’s stores.
 - (v) The gift card can be used in relation with any purchase of Nike product but is redeemable in-store only. The gift card cannot be used online.
 - (vi) The Promoter accepts no responsibility for the range of stock available when redemptions are made, including but not limited to brands, styles and sizes.
 - (vii) The gift card is not transferable or redeemable for cash.
 - (viii) The Promoter will not be responsible for any gift card that is lost or stolen.
14. Chance plays no part in determining any winners of this game of skill.
15. Any cost associated with participating in the Promotion and/or accessing the Store is the sole responsibility of the participant.

Prize substitution

16. In the event that any of the Prizes becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize with a prize of equal or greater value.

Winner notification

17. The names of winners will be notified by 28.04.2023 by email.

Use of Eligible Entrant's personal information

18. Personal information including the Eligible Entrant's name and email will be collected and used for the purpose of conducting this Promotion and for marketing, advertising and communication of the Promoter in general, including on social media (the “**Purpose**”). This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion.
19. By entering this Promotion, the Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations or persons.
20. Eligible Entrants may access, change or update their personal information by emailing the Promoter at flp.marketing@footlocker.com. A copy of the Promoter's privacy policy is available at [https://www.footlocker.com.au/en/privacy.html#:~:text=Foot%20Locker%20uses%20a%20variety,Socket%20Layer%20\(SSL\)%20coding](https://www.footlocker.com.au/en/privacy.html#:~:text=Foot%20Locker%20uses%20a%20variety,Socket%20Layer%20(SSL)%20coding).

General

21. The Promoter's decision in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.
22. These Terms are governed exclusively by the laws of New South Wales and subject to the exclusive jurisdiction of the courts of New South Wales.
23. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These Terms do not exclude, restrict or limit those statutory rights in any way.
24. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry, registration or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking and/or use of a Prize.
25. If for any reason beyond the reasonable control of the Promoter this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Promotion, or amend these terms and conditions, unless to do so would be prohibited by law.
26. You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action.