

**FOOT LOCKER AUSTRALIA HOLDINGS, LLC**  
**FOOT LOCKER x MERTRA 8 SECONDS TO DN8**  
**COMPETITION TERMS AND CONDITIONS – GAME OF SKILL**

1. This document contains the terms and conditions of entry ("**Terms**") into the Foot Locker x Mertra 8 Seconds to DN8 competition (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 Holdings, LLC (ABN 53 669 762 387) of Metroplex Complex, Level 2, 16 Terrace Place, Murarrie, QLD 4172 (the "**Promoter**"). To contact the Promoter, please email [*APACmarketing@footlocker.com*].

**Promotion period**

3. The Promotion commences at 17:00 (AEST) on Friday 21<sup>st</sup> March 2025 and ends at 20:00 (AEST) on Friday 21<sup>st</sup> March 2025 (the "**Promotional Period**").

**Eligibility to enter**

4. Entry is open to Australian residents over the age of 15 ("**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 a 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, and 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, visit the Promoter's Queens Bridge Square store located at 3 Queens Bridge St, Southbank VIC 3006 (the "Store") and take all steps required to participate in the in-store challenge conducted as part of the Promotion (the "Challenge").

11. A limit of one entry applies per person.

### **Prizes**

12. Prizes for the Promotion ("Prizes") consist of the following:

- (i) **Major Prize:** One (1) pair of Nike DN8 shoes and one (1) exclusive Mertra T-shirt (each a "Major Prize and collectively the "Major Prizes") to be awarded to up to 100 Eligible Entrants who successfully complete the Challenge (as determined by the Promoter in its absolute discretion).
- (ii) **Minor Prizes:** One (1) Mertra T-Shirt (each a "Minor Prize Gift" and collectively the "Minor Prize Gifts") to be awarded to up to 500 Eligible Entrants (as determined by the Promoter in its absolute discretion).

13. The following terms and conditions apply to each Prize:

- (i) The Promoter accepts no responsibility for the range of stock available when redemptions are made, including but not limited to brands, styles and sizes.
- (ii) Prizes must be taken as offered and are non-refundable, non-transferable and non-redeemable for cash or other goods or services.
- (iii) The Promoter is not liable for any loss or damage (even if caused by negligence) as a result of any winner accepting and/or using a Prize, except for any liability which cannot be excluded by law.
- (iv) All taxes and local government fees (excluding GST) that may be payable as a consequence of receiving a Prize are the sole responsibility of the winners.
- (v) Eligible Entrants acknowledge that the Promoter makes no promise or guarantee regarding the suitability of any Prize and that any products or services received as a consequence of winning a Prize are not the responsibility of the Promoter.

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 (or the relevant part of a Prize) with a prize of equal or greater value.

### **Winner notification**

17. Winners will be notified on Friday 21<sup>st</sup> March 2025 **by email** and be informed of how a Prize needs to be claimed or accepted.

18. The Promoter will use its best endeavours to contact the winners of a Prize using the contact details provided in their entry. However, the Promoter will not be liable for the winners' failure to receive a notification of winning if they provided incorrect contact details, their email security settings caused the notification to enter the spam or junk folder, or if they have not updated their domain or email subscription to receive the notification. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Promotion.
19. If a Prize is not accepted or claimed within 72 hours from written receipt by the Promoter, the winners will no longer be entitled to the Prize. If the winners fail to comply with the instructions in a written notification on claiming the Prize, the winners' entry will be disqualified, and they will not be entitled to the applicable Prize.
20. If the winners do not accept or claim a Prize in accordance with clause 19, then the applicable Prize can no longer be redeemed by the winners. The Promoter reserves the right to select new winners for any unclaimed Prizes.

#### **Use of Eligible Entrant's personal information**

21. 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 communications 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, including for the purpose of conducting the Promotion.
22. 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.
23. Eligible Entrants may access, change or update their personal information by emailing the Promoter at [\[insert email\]](#). 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**

24. The Promoter's decision in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.
25. Should an Eligible Entrant's contact details change during the Promotion Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
26. These Terms are governed exclusively by the laws of Queensland and subject to the exclusive jurisdiction of the courts of Queensland.

27. 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.
28. Except for any liability that cannot by law be excluded, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury; or any loss or damage (including loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation : (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 implications or tax liability incurred by a winner or Eligible Entrant; or (f) taking and/or use of a Prize.
29. 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.
30. 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.