



TERMS AND CONDITIONS ("T&C") SURVEY RAFFLE FOR GIFT CARD

1. SPONSOR

The Raffle is sponsored by Foot Locker Europe B.V., having its registered office at Ir. D.S. Tuijnmanweg 3, 4131 PN, Vianen, The Netherlands, VAT no. NL800774115B01, registered at the Chamber of Commerce under no. 23067735, hereinafter referred to as "**Sponsor**" or "**Foot Locker**".

2. ELIGIBILITY

The Raffle is open only to legal residents of the European countries where FLX Membership Program is available who have the legal age to enter in the Raffle and are members of the FLX Membership Program.

3. FRAUDULENT USER

The Raffle is addressed only to end users who use the prize for their own use and do not resell it. Foot Locker reserves the right to refuse participation in the Raffle to other retailers or bulk buyers. A user may be flagged as "fraudulent" when multiple reservations under different email addresses and/or names have been made by the same user. This status will prevent the fraudulent user from winning any reservations.

4. HOW TO ENTER

Follow the instructions provided by the Sponsor and complete the survey. As a final optional question in the survey, you can provide your email address and enter the Raffle.

5. ENTRY PERIOD

The Raffle begins at 00:00 AEDT on 17/11/2023 and ends at 23:59 AEDT on 27/11/2023 ("**Entry Period**"). Entries submitted before or after the Entry Period or entries not complete will not be eligible. The time added to the database entry is the official time-keeping device for the Raffle.

6. FOR ALL ENTRIES

There is a limit of one (1) entry per person per survey. Violation of entry limit will result in disqualification of all entries. **By entering, you indicate your full agreement to these T&C and Sponsor's decisions regarding the Raffle, which are final and binding.**

7. DRAWING

On or about 29/11/2023, Sponsor will draw 10 potential winner(s) with a random drawing generator regulated by a software of all entries received. The decision of the Sponsor is final and binding on all entrants. Sponsor will send the prize to each winner's email address that was provided to enter the Raffle. The communication will be made only to the winners of the raffle. The persons that didn't win will not get notification on that from the Sponsor.

8. PRIZE

The winner will receive a Gift Card of the value of \$200. Sponsor is responsible for paying the gambling tax, if required. 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 reserves the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason. No cash alternative will be available.

9. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Raffle is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Raffle to address the impairment and then resume the Event; or (b) award the prize through a random raffle 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 Event, violates these T&C, or acts in a disruptive or unsportsmanlike manner.

10. PERSONAL DATA

Any information you submit as part of the Raffle will be used in accordance with Sponsor's Privacy Statement, available on Foot Locker's website. The processing of your personal data is necessary for the performance of the

contract with you in order to process your participation in the Event. Lack of provision of the required personal data means that you cannot participate in the Event. Sponsor 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 execution of this Event. For more information, please refer to the Privacy Statement which can be found on Foot Locker's website. You can exercise all your privacy rights by filling out the web form on <https://www.footlocker.com.au/en/privacy.html>. In case you have any additional question relating the processing of your personal data, you can contact us via email at privacy@footlocker.com.

11. COPYRIGHTS

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 T&C, 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.

12. RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless to the maximum extent permitted by Dutch law, Sponsor, its parents, subsidiaries, affiliates, and advertising and Raffle 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 Raffle or receipt or use of any prize in connection, but not limited, to (a) unauthorized human intervention in the Event; (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 Raffle 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. In relation to the above, you waive as of now the right to claim any damages whatsoever, including, but not limited to, direct or indirect damages.

13. MISCELLANEOUS

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

14. DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Raffle or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the competent court located in Utrecht, The Netherlands. All issues and questions concerning the construction, validity, interpretation, and enforceability of these T&C, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Event, shall be governed by, and construed in accordance with, the laws of The Netherlands.