

Foot Locker

Gift Card Giveaway Promotions Terms and Conditions, October 203

1. This document contains the terms and conditions of entry ("Terms") into in-store gift card giveaway competitions referred to as **Foot Locker Gift Card Giveaway** or **Foot Locker Friday Gift Card Giveaway** or **Foot Locker In-Store Giveaway** (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; it's associated business entities in New Zealand and South Korea; and its in-store associates who act on behalf of the Promoter during the promotion period (the "Promoter"). To contact the Promoter, please contact customer service.

Promotion period

3. The Promotions commence at 9am (AEST) on October 1st, 2023 and end at 11:59pm (AEST) on January 31st, 2024 (the "Promotional Period").

Eligibility to enter

4. Entry is open to all Foot Locker customer of all ages ("Eligible Entrants"). Entrants under the age of 16 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 and only once per draw. 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. Foot Locker.

How to enter

10. To enter, Eligible Entrants must, during the Promotion Period, attend the stated Foot Locker store where the communicated promotion is happening, enter their name into a random draw as instructed by the associate running the promotion, be present if their name is chosen and make themselves identified within 30 seconds of their name being called. Winners must be present and present themselves to our store associate(s) conducting the prize draw within 30 seconds of their name being called before a new winner is drawn. Winners must present ID information if requested, otherwise we reserve the right to disqualify the winner.

11. An individual can only win once per day, and a limit of one entry applies per person per draw. A draw is defined as each time a 'lucky dip' name draw occurs.

12. Please note that the competition is subject to be altered and mechanics vary by country or state.

Prizes

13. Prize for the Promotion ("Prize") consist of gift cards of varying value, as communicated each time a store operates an in-store competition. The promoter will communicate the value of these gift cards in social media and/or on digital screens in-store, and/or via in-store printed material. The promoter reserves the right to change the value of these gift cards prior to the promotion. Each individual prize will not exceed \$250 USD in equivalent value.

14. The following terms and conditions apply to the Gift Card prize: (i) The gift card has no value until activated in-store at one of the Promoter's stores. (ii) The gift card cannot be used online. (iii) The Promoter accepts no responsibility for the range of stock available when redemptions are made, including but not limited to brands, styles and sizes. (iv) The gift card is not transferable or redeemable for cash. (v) The Promoter will not be responsible for any gift card that is lost or stolen. (vi) The Gift Cards may not be immediately active upon receipt and the winners may need to wait multiple days or weeks for activation of their gift card amount to occur.

15. The promoter reserve the right to issue a redraw, live on the spot.

16. Any cost associated with participating in the Promotion and/or accessing the Store is the sole responsibility of the participant.

Prize substitution

17. 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 and reserves the right to action this the following week after the competition has been drawn.

Use of Eligible Entrant's personal information and likeness

18. Personal information including the Eligible Entrant's name, phone number and Instagram handle may 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 and likeness 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 contacting customer service. A copy of the Promoter's privacy policy is available at <https://www.footlocker.com.au/en/privacy.html>

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. 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.

23. 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 remuneration of use of your participation in our marketing imagery, video and content in perpetuity, 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.

24. 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.

25. 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.