

# TERMS AND CONDITIONS - MACAU

THANK YOU for visiting our website and showing interest in buying our product(s).

Although we realize it is a lot of text, it is important for you to read it carefully before you proceed to make your purchase, as we explain the “*Rules of the Game*” that apply to both you and us for both the use of our website as well as for a purchase of our product (s).

By visiting our websites, and buying product (s) from us, you indicate that you have read and understood these “*Rules of the Game*” and that you agree with them.

Factual and specific rules such as delivery costs, delivery times but also the regions where we do or do not deliver our product (s) to can all be found on our website under our Frequently Asked Questions (“**FAQ**”).

We have written down the “*Rules of the Game*” in a simple and transparent manner.

## **THE RULES OF THE GAME..**

1. Who can order product (s) via the website?
2. When can I order product (s) via the website?
3. How does the order procedure work?
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You can consult the “*Rules of the Game*” online, download and print them or request them by email from our customer service team.

Who are we? We use “**We**”, “**our**” or “**Foot Locker**” for convenience sake to refer to the company of Foot Locker Macau Ltd., incorporated under Macau Law and registered at the Trade Register of Macau under the registration Number 83219 (SO), with seat in Avenida Comercial de Macau, 251A – 301, AIA Tower, 11th Floor, Office 1103, Macau.

Should anything be unclear nevertheless, or should you have any questions, you can always contact our customer service team.

### 1. Who can order product (s) via the website

We only sell our product (s) to end users and/or consumers with a valid address in the countries that we officially ship to in which we deliver our product (s). End users and/or consumers are persons who use the product (s) for their own use and do not resell them. We reserve the right to refuse the sale of our product (s) to other retailers or bulk buyers.

### 2. When can I order product (s) via the website?

Even though anyone can visit our website, product (s) can only be purchased by end users and/or consumers aged 18 or over, or when you have permission from your parent or legal guardian.

Unfortunately, it is not yet possible to ship our online product (s) to every country or region. Please check our website for the countries and regions where we do ship our product (s) to.

### 3. How does the order procedure work?

Of course we are very pleased that you decided to order our product (s).

Placing an order via our website is easy and consists of the following steps:

1. search for the product (s) you would like to order via the menu or the search function;
2. add the product (s) you like to order to your shopping cart by clicking on “**Add to shopping cart**”;
3. proceed to “**Order**” – If you already have a Foot Locker account, please login. If not you can create your own account by registering on our website;
4. 1. in case you order as a guest without creating an account, please fill in all necessary information (such as your name, address, email address and telephone number) - check your information and your order before making it final;
5. choose the desired shipping option (standard);
6. choose one of the possible methods of payment;
7. before you place an order we need you to confirm that you have read our “*Rules of the Game*” and agree to them;

8. click the button "Buy" in order to purchase and pay for the product (s) (you have now entered into a binding obligation);
9. After clicking "buy" you must complete the payment in the manner of payment chosen by you. As long as you have not completed the payment, the product (s) will not be reserved but as soon as we have received the payment from your bank, the order will be executed. This means that if you wait too long in making the payment, the risk increases that the product (s) will no longer be available;
10. you will receive an email with all the particulars of your purchase; and
11. as soon as we have shipped your product (s), you will receive a confirmation of shipment by email.

#### 4. When may we cancel your order?

We are entitled to refuse or cancel your order. However, we must have a justified reason for doing so. Examples of situations in which we can refuse an order or cancel a purchase include, but are not limited to:

1. an obvious error or other incorrectness with regard to a product (s) offered on footlocker.mo
2. the product (s) is not available or in stock; if this is so, we will inform you as soon as possible and will not process the order;
3. your invoice information is not correct or is impossible to verify;
4. we have reason to believe that your order or payment is fraudulent;
5. there is suspicion of credit card or debit card fraud;
6. we cannot deliver to the address stated by you;
7. we have reason to believe that you are not an end user and/or consumer;
8. you are under 18 years of age; or
9. no full payment is made.

In the above cases, , to the extent permitted by applicable law we are not liable for damages or costs as a result of the refusal or cancellation of your order.

#### 5. What prices does Foot Locker use?

The prices on our website are consumer prices and include VAT where applicable but exclude shipping costs.

The prices only apply to purchases via our website and may differ from the prices that are used for the same product (s) in a Foot Locker store. The final price to be paid will be displayed on the checkout page.

Not all product (s) and offers that are offered on our website are also available in Foot Locker stores and vice versa.

Promotions or discounts on the website cannot be used in combination with other promotions, offers or discounts. Promotions and offers only apply to purchases made via [www.footlocker.mo](http://www.footlocker.mo).

The costs and the expected delivery date of your product (s) will be clearly mentioned for your order.

## 6. How do I pay for my product (s)?

We will only process and deliver your order after receipt of the payment.

Foot Locker accepts various methods of payment including credit and debit cards. Additionally, we offer other commonly used payment method in a particular country; these are clearly listed on our website.

We accept no other methods of payment than those mentioned on our website.

We remain owner of the product (s), until you have paid for the product (s) in full. The processing of the transactions for the Macau entity is done via our EU entity Foot Locker Europe.com BV.

## 7. How will my product (s) be delivered?

We deliver the order at the address that has been given by you when placing your order which address cannot be changed after the order is completed. Where we are unable to deliver to your address, we may:

1. make another delivery attempt at a later date; or
2. deliver your parcel at a local pick up point

The times of delivery mentioned by us are only indications and are not guaranteed. The latest time of delivery is 30 days. We try to inform you about any delays, in so far as possible. In so far as permitted by law, we are not liable for any damages as a result of late delivery.

**Important:** Important: it is important that you check the parcel at the time of receipt. Where the parcel is damaged, you would need to inform us immediately of this and in any case within 2 (two) days.

**Important:** once you have accepted the parcel (without reporting any damage to us), the risk of loss, damage or reduction in value of the product (s) is at your expense and risk. This means that if the product (s) is lost or damaged after you have accepted it, to the extent permitted by applicable law you are responsible for that loss or damage, other than what is necessary to establish the nature, characteristics and functioning of the goods.

## 8. I want to cancel my order; what must I do?

Although we would regret this very much, under our voluntary customer satisfaction policy you are entitled to cancel your order. There are a number of special rules for this, which we will explain in more detail below. It makes a difference whether the product (s) have already been sent to you or not.

If the product (s) have been passed on to our warehouse for shipment, you can cancel your order via the website otherwise please contact our customer service for cancellation. Via the website you can simply cancel your order by selecting the “return complete order button.

If the product (s) have already been shipped or have been delivered to you, you can cancel your order as described below.

We give you the right under our voluntary customer satisfaction policy return the product within 28 days of delivery of the product, under the following conditions: You need to send us a notification of your wish to return via one of the methods listed. .

**Important:** we do set the condition that the product (s) and packaging are in the original unused condition (or as arrived in) and are complete. This means that you must treat the product (s) and the packaging with care (in the same manner as you would do in a store). You may only unpack the product (s) in so far as this is necessary to be able to assess the size, nature, characteristics and working of the product (s). You may, for instance, try on clothing or shoes for size but you may not wear them. Do not remove tags or labels when trying on the product (s).

**Important:** the state of the product (s) returned is checked by us on receipt. If the product (s) is worn or damaged, we reserve the right to come back to you as to the re-sell value of the product (s).

When returning all products purchased, if the procedure has been followed and the products are in new and unused condition, we will trigger a refund to you of the full purchase amount plus shipping costs within 14 days following our receipt of your cancellation.

When returning only part of an order, if the procedure has been followed and the product (s) is in new and unused condition, we will only trigger a refund to you of the value of the product (s) without the shipping costs.

**Important:** additional costs as a result of the more expensive shipping method chosen by you than the cheapest standard delivery offered are never refunded.

**Important:** we will refund your purchase amount in the same manner as your purchase payment was made, with the following exceptions:

1. in the event of a return to a Foot Locker store the refund is paid in cash, unless the original payment was made by credit card (in that case the refund is paid in the same way);

9. What is my warranty if the product (s) is defective?

As a consumer you are entitled to the statutory warranty in the country where you live. These “Rules of the Game” do not affect your legal warranty rights. If one of the rules in the “Rules of the Game” differs from the warranty rights to your disadvantage, the relevant rule does not apply, but the law in the country where you reside applies instead.

Under the legal warranty you may expect a product (s) to:

1. be free of defects at the time of delivery;
2. comply with what has been agreed upon, what is stated in our offer; and
3. possess the properties that are necessary for normal use of the product.

If unexpectedly a product (s) delivered by us nevertheless has a defect or does not comply with the legal warranty in another way, we kindly ask you to inform our Customer Service of this defect as soon as possible.

To give us a better chance to solve possible problems we ask you:

1. to state clearly to us what the defect or problem with the product (s) is; and
2. to include several pictures of the product (s) clearly showing the defect and overall state of the product (s).

We will then review the product (s) and advise you of the next steps. In the case of a well-founded claim under your non excludable statutory rights and remedies, we will refund you the purchase price. If a delivered order is returned in full, we also refund the standard shipping costs paid by you in case the product is deemed defected.

**Important:** if only part of an order is returned, the shipping costs are not refunded.

## 10. How do I return my product (s) to Foot Locker?

You can return a product (s) in one of the following three ways:

0. **FREE:** return by courier; Your product (s) may be picked up by a courier at your home address or another location stated by you. You can arrange this yourself online or through our customer service. Visit our Returns page on our website for further information
1. **FREE:** return to a store; You can return your product (s) to any Foot Locker store in the same country where your product (s) was delivered. Visit our Returns page on our website for more information.

Please note that we will only be able to adhere to triggering the refund amount within 14 days if your selected local shipper is able to deliver the product (s) to us within that period.

It is important that you follow the guidelines below when returning the product (s):

0. Place the product (s) that is being returned back in the original packaging and pack it well in a box, bag or carton to protect the product (s) and its original packaging. **Important:** the parcel must be properly closed and taped.

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0. Stick the return label that was sent along with the original shipment on the parcel that you return or go to the Customer Service Team for more information on how to obtain a new return label.
1. In the event of return by courier: have the courier place his/her name and signature on the appropriate part of your return label and keep this part for your own administration. The signature confirms that the courier has received the product (s). In general you can follow your return shipment via the Tracking Number that is stated on the return label.

## 11. How do I contact Foot Locker?

We aim to deliver excellent service, both online and offline. Integrity, excellence, service, teamwork and community form part of our core values. If your experience with us is not of the quality we aim for, please let us know. Tell your story and do not forget to mention which store or Customer service representative you had your experience with.

You may contact our Customer Service Team by telephone, email and post. You can find our contact details on our website. Please note that the contact details may differ per country.

If you send it via post, you may send your letter to:

**Foot Locker Singapore Pte. Ltd.**

**Attention Customer Service Team**

**410 North Bridge Road, Spaces City Hall**

**SINGAPORE 188726**

## 12. What are the “*Rules of the Game*” concerning intellectual property rights?

Our brands and intellectual property rights are very important to us. We also make use of the intellectual property rights of other parties that deliver material to us for our website and communications. For example, the suppliers of the product (s), photographers and copywriters. We would like both you and us to handle these rights with due care.

These rights do not only include all product (s), service and corporate names used, but also texts, images, illustrations, design of the website and logos.

That is why it is important that you only use the information on the website for you personally and not for commercial purposes. It is allowed to make an electronic copy or paper copy from parts of the website, but only in connection with the placement of an order with Foot Locker or to create a profile.

If you want to use our material for another application, you need our explicit permission in writing for this in advance.

If you nevertheless use this information without our permission, this infringes our rights and/or rights of third parties as explained above. In that case we are entitled to call you to account and hold you responsible for damage and request compensation from you.

### 13. How far does Foot Locker's liability go?

#### **For our product (s):**

In the unlikely case that we do not fulfil our obligations with you correctly, we are, to the extent permitted by law, only responsible for the direct damage resulting from it up to the maximum amount that you paid for the product (s) concerned.

However, Foot Locker is responsible for the damage resulting from the inadequate performance in the case of:

1. intent or wilful recklessness of Foot Locker itself and/or its management; and
2. any other damage for which the liability cannot be statutorily excluded or limited.

It may always happen that we are unable to meet our obligations because something happens beyond our control. We call this "*force majeure*". If it is a question of force majeure, we are also not responsible for any costs and damage resulting from it.

#### **For the use of our website:**

We are not responsible for the content of websites that may be visited through links on our website. The use of links and visiting other websites occur entirely at your own risk. Other websites may contain links or frames to our website. To the extent permitted by law we are not responsible for any damage resulting from such a link or frame.

Although we take reasonable precautionary measures to keep our website free from viruses, to the extent permitted by law we do not accept any liability for damage resulting from a virus on or passed on through our website.

### 14. What other Rules of the Game are there?



Finally there are a number of general standard rules which are important to note. We list them below:

0. The use of the website and all the orders, purchases and other transactions via the website are subject to your local law, also if an obligation is performed fully or partially abroad or if you reside in another country.
1. In the unlikely event that you believe that you have to go to court to solve a problem, The applicable court is that of Macau.
2. 1. If you visit our website or send us an email, you communicate with us electronically. For contractual reasons you agree to receive notifications in an electronic manner and you agree that written communication also means any form of electronic communication (for instance email). This provision does not affect your statutory rights.
3. 1. The content of your purchase agreement is not saved by us. You will receive a confirmation of your purchase agreement by email and you must save this yourself for any later consultation.
4. These "*Rules of the Game*" are applicable unless mandatory statutory provisions oppose this. If any part of these "*Rules of the Game*" must be considered not valid for any reason whatsoever, this does not affect the validity of the remaining part of the "*Rules of the Game*" and this remaining part is considered to remain in full force and effect.
5. We reserve the right to change these "*Rules of the Game*" at any time without prior notification, whereby the new amended "*Rules of the Game*" take effect at the time of placement on the website.