

# TERMS AND CONDITIONS - AUSTRALIA

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

Although we realise it is a lot of information, it is important for you to read these terms and conditions (**Terms and Conditions**) carefully before you proceed to make your purchase. These Terms and Conditions apply to both you and us for both the use of our website as well as for the purchase of our product(s).

By visiting our website and buying product(s) from us, you indicate that you have read and understood these Terms and Conditions 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 the Delivery and Order Tracking page.

You can consult the Terms and Conditions online, [download and print](#) them or request them by email from our Customer Service Team.

Under consumer protection legislation including the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth), we give certain non-excludable guarantees in respect of goods and services we supply to you and you have certain non-excludable rights if those guarantees are not met, which cannot be excluded, restricted or modified. Nothing in these Terms and Conditions is intended to exclude, restrict or modify your non-excludable rights. The limitations on and exclusions of our liability contained in these Terms and Conditions apply only to the full extent permitted by law.

## WHO ARE WE?

We use “we”, “our” or "Foot Locker" for convenience sake to refer to Foot Locker Australia Inc, ARBN 089 717 251.

Should anything be unclear or should you have any questions, you can always contact our Customer Service Team using the details on our website.

## WHO CAN 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.

## HOW DOES THE ORDER PROCEDURE WORK?

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 would like to order to your shopping cart by clicking on "Add to cart";
3. proceed to "buy now" – If you already have a Foot Locker account, please login. If not, you can create your own account by registering on our website;
4. 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 standard delivery option;

6. before you place an order we need you to confirm that you have read our “Terms and Conditions” and agree to them;
7. click the button "Buy" in order to purchase and pay for the product (s) (you have now entered into a binding obligation);
8. choose one of the possible methods of payment;
9. Foot Locker will endeavor to dispatch your goods, if available, within 3 days of payment along with an email confirmation.

#### **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 by us / on [www.footlocker.com.au];
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. we have reason to believe you are under 18 years of age and do not have permission from your parent or legal guardian;
9. no full payment is made; or
10. we otherwise have reason to believe that these Terms and Conditions have not been complied with by you.

In the above cases, if we have deducted the purchase price (and delivery costs) from you via your specified payment method, we will provide you with a full refund of these amounts. To the extent permitted by law, we will not be liable for any damages or costs whatsoever as a result of our refusal or cancellation of your order if we have a justified reason for doing so.

#### **WHAT PRICES DOES FOOT LOCKER USE?**

The prices on our website are consumer prices, in AUD and include GST but exclude delivery 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 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.com.au].

The costs and the expected delivery timeframe of your product (s) will be clearly displayed on the checkout page for your order.

#### **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 and Afterpay. We accept no other methods of payment than those mentioned on our website. We remain the owner of the product(s), until you have paid for the product(s) in full.

### **HOW WILL MY PRODUCT(S) BE DELIVERED?**

We deliver the order at the address that has been given by you when placing your order. Where we are unable to deliver to your address, we may deliver your parcel to a local pick up point as indicated on your attempted delivery card.

The times of delivery mentioned by us are only indications and are not guaranteed. The latest time of delivery is 30 days after the date the order is placed. 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.

At this stage, we will not be sending online orders internationally from [www.footlocker.com.au](http://www.footlocker.com.au).

Important: it is important that you check the parcel at the time of receipt. Where the parcel is damaged or in any way not as you would expect it, you would need to inform us of this within 14 days of delivery.

Important: after the expiry of 14 days (without reporting any damage to us), you will be deemed to have accepted the parcel and 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 law, you are responsible for that loss or damage.

### **I WANT TO CANCEL MY ORDER; WHAT MUST I DO?**

Although we would regret this very much, you can cancel any order and without giving a reason if your order has not yet been dispatched for delivery. If you wish to cancel your order, contact Customer Service immediately by phone. If your order has been dispatched for delivery by the time you contact us, refer to the Refund Policy online.

### **WHAT ARE MY RIGHTS IF THE PRODUCT(S) IS DEFECTIVE?**

As a consumer you have certain rights under consumer protection legislation, including the Australian Consumer Law. For more information on your consumer rights, you can visit the Australian Competition and Consumer Commission's website at <http://www.accc.gov.au>.

Under the Australian Consumer Law, you may expect a product (s) to:

1. be free of damage or defects at the time of delivery;
2. be of acceptable quality;
3. be fit for the purpose(s)
4. be what you ordered or intended to purchase;
5. comply with what has been agreed upon, what is stated in our offer; and
6. possess the properties that are necessary for normal use of the product.

If a product (s) delivered by us has a defect or does not comply with the Australian Consumer Law, we kindly ask you to inform our Customer Service of this **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, which may include, but is not limited to, returning the defective product (s). If our products do not meet any one or more of the consumer guarantees under the Australian Consumer Law, we will provide you with a suitable remedy which may include refunding you the amount you paid for the product (s) and delivery charges. If a defective product is returned, we will also refund the standard delivery return costs paid by you.

### **HOW DO I RETURN MY PRODUCT(S) TO FOOT LOCKER?**

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

- FREE Sending back to us using your pre-paid return label

Please note that, except in cases where a product is returned due to a defect or a claim under the Australian Consumer Law, we will only be able to adhere to triggering the refund amount within 14 days if your selected local delivery 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):

1. 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.
2. Stick the return label that was sent along with the original delivery on the parcel. If necessary, contact the Customer Service Team for more information on how to obtain a new return label.
3. Take the parcel to an Australia Post counter so the return tracking details can be scanned into their system. You are also able to put the return in an Australia Post mail box, however if you select this option the return parcel will not be scanned and there will be no return tracking information available.
4. Once we receive and assess your return and if we determine you are entitled to a refund, you will be credited via the original payment method according to the processing times of your bank.

### **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 with which store or Customer Service representative you had your experience.

You may contact our Customer Service Team by telephone, email and post. You can find our contact details on our website at [www.footlocker.com.au](http://www.footlocker.com.au).

If you prefer to contact us via post, you may send your letter to:

Foot Locker Australia  
Level 1 / 16 Terrace Place  
Murarrie QLD 4172

Foot Locker Australia  
PO Box 2206  
Mansfield QLD 4122

## **WHAT FORMS OF SECURITY DOES FOOT LOCKER APPLY?**

Foot Locker has implemented specific security measures for the protection against loss, abuse or the adjustment of information provided by you. All personal data, including credit card numbers sent over the Internet are encrypted with the use of SSL (Secure Socket Layer), Secure Server Certification Authority RSA Data Security Inc. US and a VeriSign SSL, by which transactions performed via the internet are secured. VeriSign, Inc. is a leading provider of Public Key Infrastructure and digital certification solutions used by many companies, websites and consumers to exchange information over the internet and private networks in a safe manner.

The browsers that support placing orders with the use of SSL /TLS Technology include Google Chrome 51 and higher; Microsoft Internet Explorer 11 and higher; Mozilla Firefox 47 client for PCs; and the Safari 9.1 client for Macs; Mobile Safari and Google Chrome for mobile. If you use an older version of these browsers or another browser which does not support the performance of secured transactions or if your computer forms part of a LAN (local area network) on which a firewall is installed which prevents the performance of secured transactions, you cannot perform secured transactions. If this is the case, we kindly ask that you choose one of the offline methods of payment to place your order.

If you make use of our website you are responsible for keeping your profile and password confidential and for limiting access to your computer to prevent the unauthorised access to your profile. You accept that you are responsible for all the activities that take place in your profile or with the use of your password.

## **WHAT ARE THE “TERMS AND CONDITIONS” 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. The intellectual property rights of us and our third parties must be handled with due care.

These rights include all product (s), service and corporate names used, and also texts, images, illustrations, colours, design of the website and logos.

That is why it is important that you only use the information on the website for your own personal use and not for commercial purposes. You are allowed to make an electronic copy or paper copy of 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 any part of our website or our material for any other purpose, you need our explicit permission in writing for this in advance.

If you nevertheless use this material without our permission, this may infringe 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 may be entitled to request compensation from you.

## **HOW FAR DOES FOOT LOCKER’S LIABILITY GO?**

For our product (s):

If there has been a breach of your rights under the Australian Consumer Law, you may be entitled to a range of remedies including a full refund or a replacement of a defective product. You may also be entitled to compensation for reasonably foreseeable losses resulting from the defect.

Except for those warranties, representations or guarantees contained or referred to in the Australian Consumer Law, or that may not otherwise be legally excluded, we exclude all warranties, representations

or guarantees (whether express, implied or statutory) in relation to any products you purchase through this website.

To the extent permitted by law, we will not be liable to you for any damage, loss or expenses of any kind suffered or incurred by you, except to the extent that such damage, loss or expense arises as a result of a breach by us of your consumer rights or as a result of our negligence or wilful misconduct, or we cannot otherwise legally exclude our liability to you for such amounts.

To the extent permitted by law, Foot Locker will have no liability to you if you have lost, destroyed or disposed of the product(s) or if the product(s) were damaged after they were delivered to you.

It may happen that we are unable to meet our obligations because something happens beyond our control. We call this “force majeure”. In the circumstances where an event happens that is out of our control, e.g. if there is an industrial action or if there is a flood in our warehouse, to the extent permitted by law, we will not be responsible for any costs and damage resulting from any delays in processing or delivering your order, or remedying, replacing or refunding your order.

For the use of external websites:

We are not responsible for the content of external 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. 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, we do not accept any liability for damage resulting from a virus on or passed on through our website.

**What other Terms and Conditions are there?**

1. The use of the website and all the orders, purchases and other transactions via the website are subject to the laws of the State of Queensland, Australia.
2. In the unlikely event that you believe that you have to go to court to solve a problem, you may do so in a court of the State of Queensland, Australia or a court in the State or Territory in which you reside.
3. 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.
4. The content of your purchase agreement is not saved by us for an indefinite period. You will receive a confirmation of your purchase agreement by email and you must save this yourself for any later consultation.
5. These “Terms and Conditions” are applicable unless they are inconsistent with mandatory statutory provisions. If any part of these “Terms and Conditions” is considered not valid for any reason whatsoever, this does not affect the validity of the remaining part of the “Terms and Conditions” and the remaining part is considered to remain in full force and effect.
6. We reserve the right to change these “Terms and Conditions” at any time whereby the new amended “Terms and Conditions” take effect of the effective date identified in the amended terms which will be placed on the website. Your continued use of the website constitutes your acceptance and agreement to be bound by the latest version of these Terms and Conditions. Any changes will not affect any orders which were placed by you prior to the uploading of the amended “Terms and Conditions”.