

# Terms and Conditions - Korea

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 the 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) 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. Our online version is interactive; so you can immediately go to the chapter you want to know more about by clicking on it in the menu below.

## THE RULES OF THE GAME

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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 Korea LLC. This is a Korean business established at 29 Hongik-ro, Mapo-gu, Seoul, Korea.

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 region 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 19 years 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. 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 or express);
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)
9. pay for the product(s) in accordance with Article 8 below.
10. you will receive an email with all the particulars of your purchase (including confirmation of your purchase and the availability of the product(s), the information on how to change or cancel your order, etc.); and
11. as soon as we have shipped your product (s), you will receive a confirmation of shipment by email.

#### 4. How can I sign up for a Foot Locker account?

You can sign up for an account on Foot Locker's website by filling in the registration form and indicating that you agree with these Rules of the Game. Once you apply to become a member on our website, we will register you as a member of Foot Locker unless:

1. you have been involuntarily de-registered by Foot Locker previously, except when it has been at least 3 years since you have been de-registered and you have obtained approval from Foot Locker to re-register;
2. you have false, missing or erroneous information in your registration form; or
3. Foot Locker determines that there are technical difficulties associated with registering you as a member.

The effective date of your membership is the date you receive Foot Locker's confirmation of registration.

You must let us know immediately if there are any changes to the details you have provided to us in your registration.

You may request to become de-registered at any time and Foot Locker shall process your de-registration immediately upon your request.

Foot Locker may restrict or suspend your membership if you:

1. provided us with false information in your registration;
2. default in your payment of charges for the goods you have purchased through our website or any fee you may be charged in relation to your membership on our website;
3. interfere another member's use of our website or disrupt the order of e-commerce transactions (e.g. by unlawfully using another member's information);
4. violate any law, any prohibited acts under these Rules of the Game, or public order and good morals in using our website; or
5. purchase goods through our website for the purpose of reselling them;
6. repeatedly return the purchased goods; or
7. cause issues in Foot Locker's operation or interfere with another member's rights by using an automated method (e.g. macro program) or a third party to purchase, or obtain opportunities to purchase, goods on our website.

After we restrict or suspend your membership, if you:

- (i) repeat the same behavior that caused such restriction or suspension twice or more; or
- (ii) fail to remedy the cause of the restriction or suspension within 30 days,

If we terminate your membership, your registration will be cancelled. Prior to such cancellation, we will provide you with at least 30 days' notice in order to provide you with an opportunity to vindicate yourself.

## 5. How we will notify you

When we provide you notice under these Rules of the Game, we may contact you via the email address you have provided to us.

When we provide notice to many and unspecified persons, we may do so by posting the notice on our website for one week or longer. However, if such notice is in relation to a matter that is likely to have a significant impact on a member in relation to his or her transactions, we will notify such member individually.

## 6. 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 footlockerkorea.kr.
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, and refund (or take the necessary steps to refund) any amount you have paid within 3 business days of payment;
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 19 years of age and you have not had permission from your parent or legal guardian; or
9. no full payment is made.

In the above cases, we are not liable for damages or costs as a result of the refusal or cancellation of your order except for 1 and 2.

## 7. What prices does Foot Locker use?

The prices on our website are consumer prices and include VAT 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 before your payment.

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

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

Foot Locker allows for acquiring with all issuers in South Korea, the top 15 being: Shinhan, BC, KB, Hyundai, Lotte, Samsung, KEB, NH, HanaSK, Citi, Woori, Kwangju, Suhyup, Jeonbuk, Jeju.

## 9. 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 due to the cause not attributable to us (e.g. in case of incorrect address), we may:

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

The times of delivery mentioned by us are only indications and are not guaranteed, provided, we will take measures in 7 days after your order, for timely delivery (or, 3 business days if the price has already been paid). 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: it is important that you check the parcel at the time of receipt. Even though you have the statutory right of withdrawal (as set out below in Article 10), where the parcel is damaged or in any way not as you would expect it, you would need to inform us immediately for smooth resolution in accordance with Article 11.

Important: Subject to the statutory right of withdrawal (defined below in Article 10), 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, you are responsible for that loss or damage and you will therefore have no right to a refund of your money from us.

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

Although we would regret this very much, you are entitled to cancel any order and without giving a reason. 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 delivered to you, you can cancel your order as described below.

The law gives you the right to dissolve all or part of the order within 7 days after delivery of the product of your order without giving any reason for doing so. This is called the “statutory right of withdrawal”. You can pass on your cancellation to us by completing the model form [https://www.footlocker.nl/en/content/right\\_withdrawal](https://www.footlocker.nl/en/content/right_withdrawal) (which is also attached at the end these “Rules of the Game”) or via email or letter. You can send this form or just an notification to us within the period of the statutory right of withdrawal:

1. by email to [service@footlockerkorea.kr](mailto:service@footlockerkorea.kr); or
2. by letter to Foot Locker Korea LLC. 29 Hongik-ro, Mapo-gu, 04038, Seoul, Korea.

Important: you must send back the product (s) to us or hand them in at a Foot Locker store of your choice within a period of 14 days after you have made use of your right of withdrawal. Even if the product(s) is returned to us after a period exceeding 14 days, if you have already expressly notified us of your intention to cancel your order within the 7-day period under the statutory right of withdrawal as set out above, such cancellation will still remain valid. However, you may still become liable for any loss we may incur due to the delayed return of the product(s).

For clarity, you have:

1. 7 days from the date of delivery to inform us of your intention to cancel an order (without any reason); and
2. Within 14 days from the date on which you informed us of your right to cancel your order, we must have received the product (s).

If you are returning the product (s) to us by handing them in at a Foot Locker store of your choice within 7 days following the date of delivery, it is not necessary to inform us of your intention to cancel.

Important: After the delivery of the product(s), you may not return it or request for exchange in reliance on the above statutory right of withdrawal if:

1. the product(s) has been lost or damaged by a cause attributable to you (however, you will still be entitled to cancel the order if you have only damaged the packaging in order to check the product(s) inside);
2. the value of the product(s) has significantly decreased due to your use or partial consumption;
3. the value of the product(s) has significantly decreased due to the lapsed time; or
4. the packaging of the original product(s) has been damaged where the original product(s) can be replicated in to a product with the same functions and specifications (e.g. CDs).

However, in relation to items 2 and 4 above, if Foot Locker has failed to inform you of such restrictions on your right to cancel the order by displaying a notice to such effect in a place easily noticeable by you or providing you with sample product(s), your statutory right of withdrawal will not be restricted.

Important: we do set the condition that the product (s) and packaging are in the original unused condition 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) as such removal will constitute a loss or damage to our product(s) due to a reason attributable to you and you may not exercise the statutory right of withdrawal.

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 3 business days following our receipt of the returned product(s).

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.

1. If you have paid for the product(s) by credit card or any means other than cash, we will request the payment service provider to stop or cancel the payment (or if we have already received the payment, we will reimburse the payment service provider) and immediately notify;

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

As a consumer, you are entitled to the statutory warranty in Korea, including, without limitation, your entitlement to cancel your order within 3 months from the date of receiving the product(s), or within 30 days from the date you knew or could have known the fact that the contents of the product(s) are different from what was indicated or advertised, or have been performed differently from the terms of the relevant contract. 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 the warranty, we will refund you the purchase price. We also refund the standard shipping costs paid by you.

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

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

1. 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
2. FREE: return to a store; You can return your product (s) to any Foot Locker store in Korea where your product (s) was delivered. Visit our Returns page on our website for more information.
3. PAID by you (in case of the statutory withdrawal without reason): Return using a local postal services of your choice; Visit our Returns page on our website for more information. To ensure we safely receive the returned product (s), we recommend that you use a tracking service when returning product (s) by this method.

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 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.

3. In the event of return by courier: have the courier place his 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.

### 13. 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 ([service@footlockerkorea.kr](mailto:service@footlockerkorea.kr)).

If you send it via post, you may send your letter to: Foot Locker Korea LLC. 29 Hongik-ro, Mapo-gu, 04038 Seoul, Korea

### 14. How does Foot Locker deal with my privacy?

To provide more convenient Services to users, Foot Locker collects and uses your personal information only to the extent of purposes and scope agreed by you and safely manages such personal information pursuant to applicable laws and regulations related to the protection of personal information. Foot Locker's efforts or other details related to safely processing relevant personal information can be found in our Privacy Policy ([link to be added]).

### 15. What are Foot Locker's rules on sending electronic messages?

If you want to receive electronic messages from us, you must indicate this explicitly and agree to it. Only then, will you receive emails about our new product (s), the newsletters of Foot Locker and information about offers, competitions, promotions, events and other initiatives. We may also send you personalized marketing material and emails.

If you no longer wish to receive information or advertisements from us, you only have to adjust the preferences in "My Profile", by clicking on the "please notify us" link included in every email, or contact our Customer Service Team.

### 16. Does Foot Locker use cookies on its website?

A "Cookie" is a small data file that is sent from a webserver to your browser and that is stored on the hard disc of your computer. A cookie contains specific information, for example a unique ID number that keeps track of the webpage(s) visited by you. With this unique number we can keep track of your orders while you shop on our website. In addition, cookies recognize whether you are a registered user, as a result of which we can offer you information that may be important to you in particular.

If you do not register and do not buy anything from us, it is still possible that we save information about you on our website in order to improve our website. Such use, like the number of times that our website is visited and which pages are viewed, cannot be traced back to individual users. This information is only intended for internal use to improve the provision of our services.

Although cookies are accepted and saved automatically by most browsers, you may in general change the settings of your browser in such a manner that this does not happen or does not happen automatically. It may however be that you have to set your browser to accept both (functional) cookies and pop-ups to be able to use all the functionalities of the website, including adding product (s) to your shopping cart and placing an order.

## 17. 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 unauthorized 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.

## 18. 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.

## 19. 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 responsible for the direct damage resulting from it up to the maximum amount that you paid for the product (s) concerned. Foot Locker shall not be liable for special damages, indirect damages, or other punitive damages that are normally impossible to foresee or those that arise from special circumstances, unless there is a special provision in applicable laws.

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

1. death or physical injury;
2. intent or wilful recklessness of Foot Locker itself and/or its management; and
3. 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 avoidance of doubt, all products listed on our website have passed the KC Mark test and adhere to the Supplier's Confirmation of Conformity.

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. 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.

20. Foot Locker posts these Terms of Service and operation policies so that you can easily notice them and makes modifications after providing prior notification.

Foot Locker will display the content of these Rules of the Game, our business address (including the address of the complaint handling department), telephone number, fax number, email address, business registration number, e-commerce business report number, and chief privacy officer on the homepage of [footlockerkorea.kr](http://footlockerkorea.kr). As for the content of these Rules of the Game, we may make it available for viewing in a linked page.

Foot Locker may amend these Rules of the Game to the extent such amendment does not violate the provisions of the Act on the Consumer Protection in Electronic Commerce, etc., the Act on the Regulation of Terms and Conditions, the Framework Act on Electronic Documents and Transactions, the Electronic Financial Transactions Act, the Digital Signature Act, the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc., the Act on Door-to-Door Sales, etc. and the Framework Act on Consumers, and other such applicable legislation.

If Foot Locker decides to amend these Rules of the Game, we will upload the relevant notice on the homepage of our website, including the effective date and the reasons for the amendment along with the current terms from 7 days prior to the effective date until one day before the effective date. However, if the proposed amendment is likely to have any disadvantageous impact on our users, we will upload such notice at least 30 days prior to the effective date. In such circumstance, we will make the current terms and the amended terms available on our website in order to facilitate easy comparison between the two versions by our users.

Any other terms not specified in these Rules of the Game and the interpretation of these Rules of the Game will be governed by the Act on the Consumer Protection in Electronic Commerce, etc., the Act on the Regulation of Terms and Conditions, the policies and regulations issued by the Fair-Trade Commission in relation to customer protection in electronic commercial transactions, and the ordinary commercial practices.

21. 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:

1. The use of the website and all the orders, purchases and other transactions via the website are subject to Korean law, also if an obligation is performed fully or partially abroad or if you reside in another country.
2. In the unlikely event that you believe that you have to go to court to solve a problem, you may do so in the country in which you reside or in Korea.
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. You will receive a confirmation of your purchase agreement by email and you must save this yourself for any later consultation.
5. 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.