

TERMS AND CONDITIONS - NEW ZEALAND

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

Although we realise 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 Terms and Conditions 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 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.

Who are we? We use "We", "our" or "Foot Locker" for convenience sake to refer to Foot Locker New Zealand, Inc., (company number 1218502) or its authorised representatives.

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.

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.

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 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 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.nz];
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 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.

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. 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 NZ 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.nz].

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

HOW DO I PAY FOR MY PRODUCT(S)?

In principle, 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.nz

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, 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 New Zealand Consumer Law. For more information on your consumer rights, you can visit the New Zealand Competition and Consumer Commission's website at <https://comcom.govt.nz/>. Nothing in these "Terms and Conditions" is intended to exclude, restrict or modify any of your consumer rights.

Under the New Zealand 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 unexpectedly a product (s) delivered by us has a defect or does not comply with the New Zealand Consumer Law as provided above, 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 returning the defective product (s). In the case of a well-founded claim under the New Zealand Consumer Law, we will refund you the purchase price. If a defective product is returned, we will refund the standard delivery 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 three 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 New Zealand 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 a New Zealand Post counter so the return tracking details can be scanned into their system. You are also able to put the return in a New Zealand 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 (given the terms of our Return and Exchange Policy are met), 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 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 www.footlocker.com.nz.

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

Foot Locker Australia
Level1 / 16 Terrace Place
Murarrie QLD 4172

Foot Locker Australia
PO Box 2206
Mansfield QLD 4122

HOW DOES FOOT LOCKER DEAL WITH MY PRIVACY?

Foot Locker considers the protection of your privacy to be very important. That is why we want to inform you regarding how we handle personal information provided by you to us and what you may expect from us.

If you make a profile on our website you agree that we may collect personal information in accordance with the provisions of these "Terms and Conditions".

Before making a profile and/or placing an order, you explicitly agree that we may store,

process and use the personal information collected through our website. Foot Locker uses facilities in Germany and the United States to process, store and backup information. Your personal information may also be shared and disclosed to all the businesses that form part of the Foot Locker group in Europe and the United States. For a full list of the countries where our affiliates are based please

[[click here](#)] • Austria

- Belgium
- Canary Islands
- Czech Republic
- Denmark
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Luxemburg
- Netherlands
- Poland
- Portugal
- Spain
- Sweden
- Switzerland
- Turkey
- UK

The information obtained by us about our customers help us to personalise and continuously improve your shopping experience with us. We use your personal information for handling orders, dispatching product (s), processing payments, our communication with you and the prevention or detection of fraud.

In addition, we may share some data with carefully selected third parties that help us to provide certain services, such as technical and logistical support and other tasks. Other services provided by third parties include amongst others the processing of credit card/debit card payments, credit institutions, delivery services, customer service and marketing services. By ordering via our website, you give us permission to perform credit checks and any other checks to assess and guarantee correct payment, the correctness of the postal address and to prevent fraudulent transactions.

By ordering via our website, we may pass on your personal information to the financial institution that processes the relevant payment method or a payment intermediary. The intermediary only uses the data to process your payment order.

We may also ask you for additional information, for instance if you participate in a competition or another promotional campaign on our website.

If you want to order product (s) from our website, you can register on our website or you can purchase products as a guest.

In addition, personal information may be exchanged with our website hosting partners and others that help us to operate the website or perform activities for us. Before exchanging your personal information with our hosting partners, they must agree that they will handle your personal information safely and confidentially and in accordance with privacy laws.

We may disclose your personal information if this is required by the law or to protect our rights or the rights, property or security of our website and other users.

We may also use your information for statistical purposes. This data is more general in nature and any personal information will be de-identified and will not be able to be traced back to you.

We do not sell personal information about you as a person or about your personal use of the website.

You are entitled to change the personal information that we save about you via the profile you create. You are also entitled to inspect the personal information about you that we have on file. In order to receive a copy of this data, you may contact our Privacy Officer, whose details are outlined in the Privacy Policy hyperlinked below.

Moreover, you are entitled to request that we completely delete any personal information held by us, in as far as we do not need this information for legal reasons.

For more information regarding how we collect, use, disclose, store your personal information, please read our Privacy Policy available [here](#). Our Privacy Policy also contains information about how you will be able to request the deletion of your personal information or make a complaint if you have any concerns regarding how Foot Locker handles your personal information.

Finally, you may find links to other websites on our own website. Our Privacy Policy does not apply to these other websites. We are not responsible for the content of other websites and the method of operation of these third party websites.

WHAT ARE FOOT LOCKER'S RULES ON SENDING ELECTRONIC MESSAGES?

If you want to receive newsletters 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 can select the "unsubscribe" link in any of our marketing communications or send an email with "unsubscribe from newsletter" in the subject line at service@footlocker.com.au.

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 does not identify you and 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.

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 do not only include all product (s), service and corporate names used, but 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 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 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 New Zealand 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 New Zealand 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.

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.

Please note that 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, 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 New Zealand.
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 New Zealand 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. 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 mandatory statutory provisions oppose this. 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 without prior notification, whereby the new amended "Terms and Conditions" take effect at the time of placement on the website. Any changes will not affect any orders which were placed by you prior to the uploading of the amended "Terms and Conditions".