

**Win a Courtside New Orleans Experience:
Promotion Terms and Conditions - 2025**

1. This document contains the terms and conditions of entry ("Terms") related to the promotion marketed as "WIN A COURTSIDE NEW ORLEANS EXPERIENCE" and other deviations of the naming conventions (the "Promotion") in Australia and New Zealand. By participating, entrants agree to be bound by these Terms. Entries must comply with these Terms to be valid.

The Promoter

2. The Promoter is Foot Locker Australia Holdings, LLC ABN # 53 669 762 387 of Level 2, 16 Terrace Place Murarrie; its associated business entities in New Zealand; and its in store associates who act on behalf of the Promoter during the promotion period (the "Promoter"). To contact the Promoter, please contact customer service.

Promotion period

3. The Promotion commences at 9am (AEST) on July, 25th September and ends at 9:00pm (AEST) on Tuesday 1st Oct 2025 (the "Promotional Period").

Eligibility to enter

4. Entry is open to Foot Locker customers of all ages who are residents of Victoria ("Eligible Entrants"). Entrants under the age of 16 years must obtain consent from their parent or guardian to enter. If a winner is under the age of 18 years, then the Promoter reserves the right in its absolute discretion to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.

5. Directors, management, employees and their immediate families, of the Promoter, suppliers, associated entities and agencies associated with this Promotion are ineligible to enter.

6. Participants must only register in their own name and only once per store purchase. Any entries of a participant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.

7. The Promoter may require participants to promptly provide identification including (without limitation) proof of identity, proof of age, proof of purchase, proof of passport, proof of travel insurance and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the participant's identity, age, residential address, eligibility to enter, participate and claim a prize.

8. The Promoter reserves the right to disqualify any person whose participation is not in accordance with these Terms, or who is involved in any way in interfering or tampering with the conduct of this Promotion, has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.

9. The Promoter also reserves the right to disqualify any persons who engage in inappropriate behaviour, regardless of whether such behaviour is directed towards other persons at the Store or at the Promoter's employees. Foot Locker.

How to enter

10. To enter, Eligible Entrants must, during the Promotion Period, purchase any Nike or Jordan product in the stores Foot Locker QV or Foot Locker Melbourne Central only, scan the QR code presented on the promotion poster/flyer displayed at point of purchase, follow the instructions to enter the required information in full and retain proof of purchase.

11. An individual can only enter once per purchase, and a limit of one entry applies per person per purchase. A draw is defined as each time a winner is selected.

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

Prizes

13. Prize for the Promotion ("Prize") consist of an experience for the winner which can include but isn't limited to the following elements: a courtside seat double pass at one of the NBL x NBA Exhibition games on October 3rd or October 5th, and a \$500 AUD Foot Locker voucher. Any associated travel to redeem and experience the prize(s) will be organised by the selected individual ("The Winner"). The Promoter and its associated partners reserves the right to alter at any time and reserves the right to offer adjusted 'runner-up' prizes. Transport and accommodation facilitation is at the sole discretion of The Winner.

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

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

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

Prize substitution

17. In the event that any of the Prizes becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize with a prize of equal or greater value and reserves the right to action this the following week(s) after the competition has been drawn.

Use of Eligible Entrant's personal information and likeness

18. Personal information including but not limited to the Eligible Entrant's name, email, phone number, dietary needs and Instagram handle may be collected and used for the purpose of conducting this Promotion and for marketing, advertising and communication of the Promoter in general, including on social media (the "Purpose"). This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion.

19. By entering this Promotion, the Eligible Entrants consent to the use of their personal information and likeness for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations or persons.

20. Eligible Entrants may access, change or update their personal information by contacting customer service. A copy of the Promoter's privacy policy is available at <https://www.footlocker.com.au/en/privacy.html>

Travel Responsibilities and Ancillary Costs

21. The prize does not include accommodation, transport or ancillary costs. The winner and their nominated friend/partner are solely responsible for ensuring they arrive at the designated locations on time. The Promoter will not be liable for any costs or losses incurred due to a winner or their nominated partner missing their venues or prizes.

22. The winner and their nominated partner are responsible for arranging and paying for their own travel to and from the departure property and/or airport, as well as any meals, ground transportation, or other expenses not explicitly stated as part of the prize.

23. It is strongly recommended that the winner and their nominated partner obtain comprehensive travel insurance if they are traveling by plane or train to attend the prize (including health insurance) at their own expense, valid for the duration of any travel associated with the prize. The Promoter will not be responsible for any medical or other costs incurred by the winner or their nominated partner.

24. The winner and their nominated partner are responsible for ensuring they have all necessary travel documents, including valid passports and any required visas, and comply with all applicable customs and immigration requirements for their destination(s).

25. The Promoter makes no representation and provides no guarantee regarding the suitability or validity of any travel documents.

26. Any changes to prize dates or other travel arrangements requested by the winner after booking are subject to availability and may incur additional costs, which will be the sole responsibility of the winner.

General

27. The Promoter's decision in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.

28. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These Terms do not exclude, restrict or limit those statutory rights in any way.

29. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for remuneration of use of your participation in our marketing imagery, video and content in perpetuity, for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, registration or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Foot Locker - Internal Use Only Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking and/or use of a Prize.

30. If for any reason beyond the reasonable control of the Promoter this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Promotion, or amend these terms and conditions, unless to do so would be prohibited by law.

31. You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action.