**FOOT LOCKER**

**Promotion Terms (Australia)**

These Promotion Terms (**Terms**) apply to the promotion described in the Promotion Details below (the **Promotion**). They supplement our General Terms and Conditions (**General Terms**). If there is any inconsistency between these Terms and the General Terms, these Terms prevail to the extent of the inconsistency in relation to the Promotion.

Commented [FL1]: Note to Paige/Elzette: Please hyperlink.

By participating in the Promotion, each entrant agrees to be bound, and abide by, the General Terms and these Terms. Entries must comply with these Terms to be valid.

**1. Promoter**

The Promoter is Foot Locker Australia Holdings, LLC (ABN 53 669 762 387), PO Box 2206, Mansfield QLD 4122 (the **Promoter**).

**2. Eligibility to enter**

Entry is open to any person who at the time of entry is:

- a resident of Australia;
- aged 18 or over, or aged under 18 with the consent of their parent or guardian; and
- not a director, manager or employee of the Promoter, the Promoter's associated entities, or any agency associated with the Promotion, and not the spouse, de facto spouse, parent, child or sibling (whether full, half, step or by adoption) of any such director, manager or employee.

*FLX Promotions.* If Item 12 of the Promotion Details states 'Yes', entry is limited to eligible members of our FLX Rewards Program who meet the eligibility requirements of the FLX® Rewards Program Terms.

Commented [FL2]: Note to Paige/Elzette: Please hyperlink.

**3. Minors**

If you are under the age of 18, you need your parent or guardian's consent to enter. If you win, we may award the prize to your parent or guardian.

**4. How to enter**

To enter, follow the instructions in Item 3 of the *Promotion Details* during the Promotion Period. The entry limitations in Item 4 of the Promotion Details apply. Any costs associated with entering (including internet access) are your responsibility.

**5. Invalid entries**

We may treat an entry as invalid if it contains incorrect, misleading or fraudulent information. We may disqualify any entrant whose participation breaches these Terms or who interferes with the Promotion.

**6. Prizes**

The prize is described in Item 5 of the Promotion Details (**Prize**). Prizes will be awarded subject to any prize limitations in Item 6 of the Promotion Details.

- All taxes (excluding GST) payable as a result of receiving a Prize are the winner's responsibility.

- Prizes are not transferable or redeemable for cash, unless otherwise stated in Item 6 of the Promotion Details.
- If an element of a Prize is unavailable, the Promoter may substitute a prize of equal or greater value.

**7. Gift card prizes**

If a Prize includes a gift card:

- the gift card will be subject to our Gift Card Terms and Conditions;
- the gift card has no value until activated;
- the gift card cannot be transferred or redeemed for cash; and
- we will not replace a lost or stolen gift card.

**8. Winner selection and notification**

Winners will be determined as set out in Item 7 of the Promotion Details, and notified as set out in Item 8 of the Promotion Details. Winners must accept the Prize by the date in Item 9 of the Promotion Details.

**9. Unclaimed prizes**

If a Prize remains unclaimed by the acceptance deadline, the winner will be disqualified and the Prize will be dealt with as set out in Item 11 of the Promotion Details (which may include re-draw or forfeiture, subject to any applicable regulatory requirements).

**10. Travel prizes**

If a Prize includes travel:

- the Prize does not include any ancillary costs (such as accommodation, meals, insurance, transport or incidentals) unless expressly stated in Item 5 of the Promotion Details;
- we recommend winners obtain comprehensive travel insurance at their own expense; and
- winners are responsible for ensuring they have all necessary travel documents, including any required passports, visas and vaccinations.

**11. Risks**

You acknowledge that some Promotions or Prizes may involve inherent risks. Where participation requires a reasonable level of health or fitness, we may ask you to sign an acknowledgement of risk. Winners must comply with all reasonable safety directions given by the Promoter or any third party prize supplier. Nothing in this section excludes our liability for death or personal injury caused by our negligence or wilful misconduct.

**12. Social media promotions**

If the Promotion is run on a third-party social media platform (such as Instagram, Facebook or TikTok), the Promotion is in no way sponsored, endorsed or administered by, or associated with, that platform. By entering, you release that platform from any liability associated with the Promotion. Any platform-specific terms that apply to the Promotion are set out in Item 15 of the Promotion Details.

## 13. Use of personal information

Personal information collected for the Promotion (such as your name, contact details and entry information) will be used for the purpose of conducting the Promotion and otherwise in accordance with our Customer Privacy Policy. Our handling of personal information is principally regulated by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles under that Act.

Commented [FL3]: Note to Paige/Elzette: Please hyperlink.

By entering, you consent to the publication of your first name and suburb of residence in connection with the Promotion (for example, on our Website or social media).

## 14. Limitation of liability

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law.

If any guarantee, warranty, term or condition is implied or imposed under applicable consumer protection legislation and cannot be excluded (a Non-Excludable Provision), and we are able to limit the remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

- in the case of goods – the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- in the case of services – the supply of the services again, or the payment of the cost of having the services supplied again.

Subject to the two paragraphs above, and to the maximum extent permitted by law, the Promoter is not liable for any special, indirect, consequential, incidental or punitive damages, or for loss of profits, revenue, goodwill, anticipated savings, or loss or corruption of data, arising out of or in connection with any entry, the Promotion or the Prize, whether arising in contract, tort (including negligence), in equity, under statute, or on any other basis, whether or not such loss or damage was foreseeable and even if we were advised of the possibility of the loss or damage.

Without limiting the paragraph above, and subject to the first two paragraphs of this section, the Promoter is not liable for:

- technical difficulties, equipment malfunction, system errors, or network congestion;
- any entry that is late, lost, altered or misdirected for reasons beyond our reasonable control;
- any tax liability incurred by the winner in connection with the Prize;
- any variation in Prize value between the time of advertising and the time of award; or
- any act or omission of a third-party prize supplier.

Subject to the Non-Excludable Provisions, the Promoter's maximum aggregate liability to any entrant in connection with the Promotion (whether arising in contract, tort (including negligence), in equity, under statute, or on any other basis) will not exceed the greater of (a) the retail value of the Prize (as stated in Item 5 of the Promotion Details) and (b) AUD $100.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or wilful misconduct.

**15. Decisions**

The Promoter's decision in relation to any aspect of the Promotion (including winner selection and judging) is final and no correspondence will be entered into, except where required by law or in respect of any rights you have under the Australian Consumer Law.

**16. Modification or cancellation**

If for any reason beyond our reasonable control this Promotion cannot run as planned, we may cancel, terminate, modify or suspend the Promotion, subject to any written direction from a relevant regulatory authority. We will use reasonable efforts to notify affected entrants.

**17. Governing law and jurisdiction**

These Terms are governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland or, at the entrant's election, the courts of the entrant's State or Territory of residence.

**Annexure – Promotion Details**

Commented [FL4]: *Note to Hamilton*: We should included the registered mark (®) after FLX as best practice.

| Item | Title | Promotion Details |
|---|---|---|
| 1. | **Promotion name** | Win a $1000 Boxing Day Shopping Spree |
| 2. | **Promotion Period** | The Promotion commences at at 12:01am (AEST) on 4 Novemeber 2026 and ends at 11:59pm (AEST) on 21 December 2026. |
| 3. | **How to enter** | To enter the Promotion, individuals must, during the Promotion Period:<br>1. Be a registered member of the Foot Locker *FLX*® Rewards Program;<br>Set up their *FLX*® Rewards account, including creating a password;<br>2. Log in to their *FLX*® Rewards account and navigate to the *FLX*® dashboard under the "Overview" tab;<br>3. Locate and select the reward titled "Win a $1,000 Boxing Day Shopping Spree (AU)"<br>4. Click on the reward, accept the applicable terms and conditions by ticking the relevant checkbox, and provide all required details, including a valid shipping address and contact phone number; and<br>5. Proceed by selecting "Continue" and completing the entry process in full.<br>Upon successful completion of these steps, a confirmation message will be displayed confirming that the individual has been entered into the Promotion. |
| 4. | **Entry limitations** | Limit of one (1) entry per eligible member. |
| 5. | **Prize** | The prize consists of four (4) Foot Locker gift cards, each valued at $250 AUD.<br>Total RRP value of prizes = $1,000 AUD |
| 6. | **Prize limitations** | Prize is not transferable or redeemable for cash. |
| 7. | **Prize winner determination** | Upon the conclusion of the Promotion Period, winners will be selected randomly by the Promoter at Level 2, 16 Terrace Place, Murarrie QLD 4172 in its sole discretion. The first valid entry drawn will receive a Prize. Chances of winning will depend on the number of qualifying and valid entries received. Prize winners will be drawn by [11:59PM] (AEST) on [22/12/2026]. |
| 8. | **Method of notification** | Prize winners will be notified by a representative of the Promoter via email using the information provided by the Prize winners during entry |

| Item | Title | Promotion Details |
|---|---|---|
| | | into the Promotion. Winners will be notified by [11:59PM] (AEST) on [28/12/2026]. |
| 9. | **Acceptance date** | Winners must claim their prize by 5pm (AEST) on 25 December 2026. |
| 10. | **Method of supply or redemption** | Prizes will be provided to winners within 28 days of the promotion closing. |
| 11. | **Treatment of unclaimed prizes** | Re-draw on [29/12/2026] at Level 2, 16 Terrace Place, Murarrie QLD 4172<br>/ Forfeited – subject to any applicable regulatory requirements |
| 12. | **FLX Rewards Program promotion** | Yes– if yes, additional FLX eligibility conditions apply] |
| 13. | **Game of skill** | Game of chance – see Schedule A |
| 14. | **Social media platform terms** | ***N/A*** |

**Schedule A – Game of Chance**

*Activate this schedule where Item 13 of the Promotion Details identifies the Promotion as a game of chance.*

- **Nature of promotion.** This Promotion is a game of chance. Winners are selected by random draw or other chance-based method described in Item 7 of the Promotion Details.
- **Permits.** This Promotion is conducted under the trade promotion permits or authorities identified in Item 14 of the Promotion Details. Where required by a relevant regulator, the permit number will appear in advertising and promotional materials for the Promotion.
- **Draw arrangements.** The draw will be conducted at the location and on the date specified in Item 7 of the Promotion Details, in the presence of an independent scrutineer where required by law.
- **Publication of winners.** Where required by a relevant regulator, the names of winners will be published in the manner and within the timeframes prescribed by that regulator.