FOOT LOCKER

Promotion Terms (New Zealand)

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.

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 New Zealand Holdings LLC (NZBN 9429051515027) 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 New Zealand;
- 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.

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:

1. the gift card will be subject to our Gift Card Terms and Conditions;
2. the gift card has no value until activated;
3. the gift card cannot be transferred or redeemed for cash; and
4. 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:

5. 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;
6. we recommend winners obtain comprehensive travel insurance at their own expense; and
7. 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 2020.

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 New Zealand Consumer Guarantees Act 1993 (**CGA**) and Fair Trading Act 1986.

Subject to the paragraph 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 paragraph of this section, the Promoter is not liable for:

8. technical difficulties, equipment malfunction, system errors, or network congestion;

9. any entry that is late, lost, altered or misdirected for reasons beyond our reasonable control;

10. any tax liability incurred by the winner in connection with the Prize;

11. any variation in Prize value between the time of advertising and the time of award; or

12. any act or omission of a third-party prize supplier.

Subject to a consumer's rights and remedies available under the CGA, 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) NZD $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 CGA.

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 New Zealand. Each party submits to the non-exclusive jurisdiction of the courts of New Zealand.

Annexure – Promotion Details

Item	Title	Promotion Details
1.	**Promotion name**	*Sign Up To FLX Rewards and get 10% Off your First Purchase.*
2.	**Promotion Period**	The Promotion commences at **12:01AM (NZST) on 13/10/2026** and ends at **11:59PM (NZST) on 9/11/2026**.
3.	**How to enter**	To receive the sign-up offer, eligible customers must during the Promotion Period: 1. Join FLX Rewards as a new member in-store, online, or via the Foot Locker App. 2. During the registration process, subscribe to receive FLX marketing emails: • In-store: select "Yes" when prompted to subscribe to marketing emails on the pin pad. • Online or via the App: tick the box consenting to receive marketing emails during registration. 3. Complete their FLX Rewards account registration. 4. Receive a unique 10% off welcome offer code via email. 5. Redeem the offer code in-store, online, or via the Foot Locker App before the code expires on the 9 November 2026 11:59 pm NZDT. Upon successful redemption, the customer will receive 10% off their qualifying purchase. The offer is available to new FLX Rewards members only, has no minimum spend requirement, is valid on purchases up to a maximum basket value of NZD $1,000, and may only be redeemed once.
4.	**Entry limitations**	Limit applies of one (1) reward per person.
5.	**Offer**	The offer consists of one (1) unique 10% off discount code issued to eligible entrants. The offer has no minimum spend requirement and is valid on purchases up to a maximum basket value of NZD $1,000. The maximum discount available is $100 per entrant.
6.	**Prize limitations**	The offer is valid for one (1) transaction only, is not transferable or redeemable for cash, and must be redeemed by 9 November 2026 11:59 pm NZDT
7.	**Method of notification**	Eligible entrants will be notified via the email address provided during registration and will receive a unique 10% off offer code.
8.	**Acceptance date**	The offer is valid untill 9 November 2026 11:59 pm NZDT
9.	**Method of supply or redemption**	Any unused offer will expire on the 9 November 2026 11:59 pm NZDT and will be forfeited.

Item	Title	Promotion Details
10.	**Treatment of unclaimed prizes**	Forfeited – subject to any applicable regulatory requirements.
11.	**FLX Rewards Program promotion**	Yes – additional FLX eligibility conditions apply. Please see item 3 above for more details.