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:

- 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 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:

- 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 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**	WIN A PS5 PRO*
2.	**Promotion Period**	The Promotion commences at 12:01AM (NZST) on 22/10/2026 and ends at 11:59PM (NZST) on 17/11/2026.
3.	**How to enter**	To enter the “WIN A PS5 PRO” Promotion, eligible customers must, during the Promotion Period: • Be a current FLX Rewards Member. • Redeem 1000 FLX Rewards Points via the FLX Rewards Dashboard. • Submit an answer in no more than 25 words to the promotional question: "Tell us why you need a new console?" • Enter your contact details, such as home address & phone number • Submit your entry
4.	**Entry limitations**	Multiple entries (500) are permitted, provided each entry has a unique answer. Multiple entries do not increase your chance of winning, as this is a game of skill.
5.	**Prize**	There are **two (2) prizes** to be won. Each winner will receive **one (1) gift card valued at the recommended retail price of a PlayStation 5 Pro console**, redeemable at a retailer determined by the Promoter.
6.	**Prize limitations**	Prize is not transferable or redeemable for cash.
7.	**Prize winner determination**	This is a game of skill. Chance plays no part in determining the winners. All eligible entries will be judged on creativity, originality and relevance to the question: "Tell us why you need a new console?" The two (2) best valid entries, as determined by the Promoter, will each receive a prize. The judges' decision is final and no correspondence will be entered into regarding the outcome.
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

Item	Title	Promotion Details
		entry into the Promotion. Winners will be notified by [11:59PM] (NZST) on [18/11/2026].
9.	**Acceptance date**	Prize winners must claim the Prize by [11:59PM] (NZST) on [22/11/2026].
10.	**Method of supply or redemption**	Prizes will be delivered to Prize winners within 28 days of the Promotion Period ending, subject to any delivery or processing delays.
11.	**Treatment of unclaimed prizes**	[Re-draw on [24/11/2026] at Level 2, 16 Terrace Place, Murarrie QLD 4172 / Forfeited – subject to any applicable regulatory requirements
12.	**FLX Rewards Program promotion**	Yes– if yes, additional FLX eligibility conditions apply
13.	**Game of skill**	***This Promotion is a game of skill. Chance plays no part in determining the winner.*** ***Entrants must*** **Tell us why you need a new console? In** no more than 25 words to the following question **Judging criteria.** Entries will be judged by [a panel of judges appointed by the Promoter / the Promoter] based on the following criteria: • originality and creativity (weighted 33.3%); • relevance to the theme or question (weighted 33.3%); and • quality of expression (weighted 33.3%). • **Judging process.** The judges will assess all valid entries received during the Promotion Period. The entry that best satisfies the judging criteria will win.
14.	**Social media platform terms**	N/A