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 HOLIDAY STOCKING STUFFER
2.	**Promotion Period**	The Promotion commences at 12:01AM (NZDT) on 25/11/2026 and ends at 11:59PM (NZDT) on 17/12/2026.
3.	**How to enter**	To enter the Promotion, individuals must, during the Promotion Period: 1. Be an eligible registered member of the Foot Locker *FLX*® Rewards Program; Set up their *FLX*® Rewards account, including creating a password; 2. Log in to their *FLX*® Rewards account and navigate to the *FLX*® dashboard under the "Overview" tab; 3. Locate and select the reward titled "WIN A HOLIDAY STOCKING STUFFER 🎄 (AU)"; 4. Accept the applicable terms and conditions by ticking the relevant checkbox, answer the promotional question "Tell us what you're hoping to find in your stocking this year for your chance to win!", and provide all required details, including a valid shipping address and contact phone number; and 5. Select "Continue", redeem 100 FLX Points and complete the entry process in full. 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**	Each redemption of 100 FLX Points and submission of an answer in accordance with Item 3 constitutes one (1) entry. A member may enter up to fifty (50) times, provided they have sufficient FLX Points for each entry.
5.	**Prize**	The Prize consists of one (1) $50 Foot Locker Gift Card.

Item	Title	Promotion Details
		Total RRP Value of Prize = $50 NZD
6.	**Prize limitations**	Prize is not transferable or redeemable for cash.
7.	**Prize winner determination**	Upon the conclusion of the Promotion Period, one (1) winner will be selected randomly by the Promoter at Level 2, 16 Terrace Place, Murarrie QLD 4172. The first valid entry drawn will receive the Prize. Chances of winning will depend on the number of qualifying and valid entries received. The Prize winner will be drawn by 11:59PM (NZDT) on 18/12/2026.
8.	**Method of notification**	The Prize winner will be notified by a representative of the Promoter via email using the information provided by the Prize winner during entry into the Promotion. The winner will be notified by 11:59PM (NZDT) on 18/12/2026.
9.	**Acceptance date**	The Prize winner must claim the Prize by 11:59PM (NZDT) on 19/12/2026.
10.	**Method of supply or redemption**	The Prize will be delivered to the winner within 28 days of the Promotion Period ending.
11.	**Treatment of unclaimed prizes**	If the Prize remains unclaimed by the acceptance deadline, a re-draw will take place on 23/12/2026 at Level 2, 16 Terrace Place, Murarrie QLD 4172, subject to any applicable regulatory requirements.
12.	**FLX Rewards Program promotion**	Yes – additional FLX eligibility conditions apply.
13.	**Promotion type**	Game of chance – see Schedule A
14.	**Social media platform terms**	***N/A***

Schedule A – Game of Chance

- *This schedule applies to the game of chance identified in Item 13 of the Promotion Details.*
- **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.** Trade promotion permits or authorities for this Promotion (if applicable): [TO BE CONFIRMED]. 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.
-