

## FLX MEMBERSHIP TERMS AND CONDITIONS

### 1. INTRODUCTION

1.1. **Welcome.** Welcome to the Foot Locker FLX Membership Program (“**FLX**”), a loyalty program through which you receive personalized offers, can earn points and later redeem them for offers, products, services, events, and much more (“**Rewards**”). Membership in FLX is free of charge.

1.2. **Eligibility.** FLX is currently operational in France, Germany, Italy, Netherlands, Spain, and the United Kingdom (the “**Participating Countries**”). Membership in the FLX is open to residents of the Participating Countries:

- (i) who have reached the legal age under applicable law; and
- (ii) who intend to use the FLX for their own personal, family or household purposes, and not for resale of Foot Locker products or other commercial purposes, and
- (iii) who have a valid email address and mobile phone number with a prefix of a European country (including the UK).

If a member has residency in more countries, residency will be based on the country of initial enrollment in the FLX. The FLX Membership is personal to you, non-transferable, and subject to these Terms and Conditions. There is a limit of one membership per person. Companies, groups, associations, or others making commercial or bulk buyers are not eligible for membership. FLX Membership may not be used for reselling, profit, or any other business purposes. Employees of Foot Locker and its subsidiaries cannot participate in FLX.

1.3. **FLX Membership Compliance.** By registering for FLX, you agree to be bound by these FLX Terms and Conditions (these “**Terms and Conditions**”). Foot Locker reserves the right to decline to allow you to participate in the FLX, including the right to immediately terminate the account in question including the forfeiture of all accumulated points, at any time without notice and in its sole discretion if it has cause to believe you do not meet the eligibility requirements or if your participation would violate these Terms and Conditions, any restrictions or limitations that Foot Locker places on purchases, orders, reservations, or offers, or the Terms and Conditions of any other offers or programs offered by Foot Locker. Further details on FLX can [here](#). In the case of any conflict between the applicable FAQ and these Terms and Conditions, the latter shall govern.

### 2. MEMBERSHIP

2.1. **Enrollment.** You may enroll in FLX either online or in any Foot Locker or Kids Foot Locker store in the Participating Countries. Upon the completion of your enrollment, you will be assigned an FLX Membership ID. For online enrollments, you will be prompted to create a password for your Account as part of the enrollment process; however, if you enroll in store, you will receive an email prompting you to finish setting up your Account online by creating a password.

2.2. **Account.** When enrolling, you’ll create an FLX Account (your “**Account**”). You can use your Account to track your participation in FLX and redeem your points for Rewards. To access and manage your FLX Membership, you must log into your Account. Members can accumulate and redeem points on an individual basis and solely for their own Account.

- 2.3. **Account Limitations.** There is a limit of one account per mobile phone number and email address; and two accounts per household. Accounts can only be used by individuals; they cannot be used by companies, groups, or organizations, and they cannot be shared or transferred. Accounts are only for personal and non-commercial use. They cannot be used to make bulk purchases or purchases that will be used for resale. Should Foot Locker reasonably suspect a FLX account of fraud, misrepresentation, abuse or of being in violation of these Terms and Conditions, Foot Locker reserves the right to immediately deactivate or terminate the Account in question, including the forfeiture of all accumulated points, without notice.
- 2.4. **Security.** You are responsible for maintaining the security of your Account, and you are responsible for all activities that occur under your Account. If you believe your Account has been compromised at any time, you are responsible for contacting us immediately by contacting [Customer Service](#). As an FLX Membership Program member, you are responsible for ensuring that your information is current and accurate by updating such information as necessary in your Account settings.

### 3. REWARD POINTS AND TIERS

- 3.1. **Earning points.** You can earn points in the FLX by shopping online or in stores, or by performing other activities, as communicated from time to time by Footlocker, as described. For in-store purchases, your FLX Membership ID, your associated email address, or mobile phone number must be presented at the time of purchase to receive points. For online purchases, you must be logged into your Account at checkout to receive points. Except as expressly stated in these Terms and Conditions or otherwise by FLX, points cannot be earned on purchases made prior to enrollment or on purchases of gift cards. Please note that the items, services, and other benefits for which you can redeem points may change at any time and may vary by Participating Country. Member benefits are subject to change at any time without notice and may vary by region.
- 3.2. **Timing.** Earned points can be redeemed in the FLX Dashboard, which can be accessed by logging into your Account. Points will be added to your Account within 3 business days from the day you earned them, namely the day you completed an in-store purchase, or the day your order shipped (online or in-store). You can log in to your Account at any time to see how many points you have.
- 3.3. **Expiration of points.** If you do not earn or redeem any points for 365 days, your points will expire. We will send you reminders if your points are about to expire. If you earn points by making a purchase but then cancel the order before shipment or return all the items in that purchase, and all earned points are deducted from your Account, those earned and deducted points are not considered for the 365-day countdown.
- 3.4. Beginning October 1, 2025, all points will now expire at the calendar month-end one year from when they are earned. For example, if you earn points from a purchase on June 17, 2025, points from that transaction will expire on June 30, 2026. Furthermore, if you earn points from

multiple purchases, and want to redeem points for a reward, we will use points from the transaction with the earlier expiration date.

- 3.5. **Deduction points.** The points earned on the purchase of an item will be deducted from your Account if you return the item or cancel the order. If there are not enough points available in your Account, the return or cancellation may result in a negative point balance. Subsequent purchases will work your status back to a positive balance. If required, any benefits associated with a tier will be adjusted if the return or cancellation of a purchased item affects your eligibility for a tier.
- 3.6. **Points Compliance.** You may not attempt to earn points in a manner that is not expressly permitted in these Terms and Conditions, such as through the use of a script, bot, or other automated means. The points you earn are promotional only, have no cash value, and do not constitute your property of any kind. You cannot sell, barter, or transfer your points or combine them with another member's points. Once you redeem points for a Reward, the redemption cannot be reversed and is final. Rewards cannot be returned to Foot Locker.
- 3.7. **Tiers.** Tier status can be reached by meeting the stated spend amount for each tier within an FLX Membership Year. Once you reach tier X2, you will remain in that tier for the remainder of that FLX Membership Year. The FLX Membership Year runs from February 1 to January 31. Every 1<sup>st</sup> of February at midnight Central European Time, your Account will be evaluated based on your spend from the previous year and you will be assigned a tier status accordingly. For example, if you earn X2 tier status as of February 1, 2025, you will remain an X2 member until January 31, 2026, at 23:59 (subject to other provisions in these Terms and Conditions). PLEASE NOTE: Taxes, gift card purchases, and other miscellaneous fees do not count towards the total spend amount used to calculate tier status. The benefits associated with any tier and how tier status is calculated may change at any time, subject to applicable law. If required, any benefits associated with a tier will be adjusted if the return or cancellation of a purchased item affects your eligibility for a tier.
- 3.8. **Limitation points.** There is a limit of:
- (i) 50,000 points earned from transactions per member per calendar month; and
  - (ii) 1,250 points earned from Engagement Activities per member per calendar month.
- From time to time, Foot Locker, within its sole discretion, may offer promotional opportunities for members to receive bonus points on select purchases (which may be subject to Additional Rewards Terms and Conditions). You will only be awarded additional bonus points if you have completed the registration process prior to the start of the promotion.

#### 4. REWARDS

- 4.1. **Wallet.** Rewards are stored in your virtual Wallet, which can be accessed via your Account's FLX Dashboard. Your Wallet stores all active, unused Rewards that you can apply to future transactions (subject to Additional Rewards Terms and Conditions for any such Rewards):
- (i) When shopping online, you will have the opportunity to apply your eligible Rewards to your order at checkout; and
  - (ii) When shopping in store, ask a store team member to apply your eligible Rewards at checkout.

- 4.2. **Additional Rewards Terms and Conditions.** Rewards may be subject to additional Terms and Conditions and limitations, including, for example, a limit to the number of a particular Reward a member can acquire or a limit to the time for accessing the Reward. These additional Terms and Conditions and limitations will be disclosed in connection with the Reward description and are subject to change in Foot Locker's sole discretion at any time without notice. Unless otherwise set forth in the Additional Rewards Terms and Conditions for a respective Reward, physical products or prizes earned from points can be shipped only to a valid home address in one of the Participating Countries.
- 4.3. **Events.** When you redeem your points for tickets to an event directly from Foot Locker or a vendor partner ("**Experience**"), it is important to note that your journey to, attendance at, and journey from the Experience will be governed by the Terms and Conditions for that Experience, including, without limitation, any Terms and Conditions imposed by any vendor partner issuing the ticket for the Experience, if applicable.
- 4.4. **Free returns.** Members qualify for free online returns, subject to Foot Locker's returns policies. You must be logged into your Account when the order is placed to be eligible for free returns. Foot Locker reserves the right to monitor return activity for abuse (e.g., excessive number of returns or suspected resale activity, etc.) and take any action deemed necessary in its sole discretion, including limiting free returns or exchanges in all instances and immediately deactivating or terminating accounts found to be abusing the FLX Program (including the forfeiture of all accumulated points).
- 4.5. **Compliance.** Members attempting to circumvent these restrictions by means of fraud, creating additional accounts, or other means will be subject to review and termination (including the termination of any accumulated points). Rewards may only be available while supplies last, may be limited in quantity, and/or may only be available for a limited time as determined by Foot Locker, in its sole discretion. The Rewards available to members will be selected solely in the discretion of Foot Locker. Foot Locker reserves the right to substitute a Reward item of comparable or greater value at any time, at its sole discretion.
- 4.6. **Other rules.** Foot Locker is not responsible for any Reward after it has been shipped or emailed or for any Reward that is returned as undeliverable for any reason. Points for those Rewards will not be returned. Foot Locker will not replace any missing or stolen Rewards.

## 5. **FLX CASH**

- 5.1. **FLX Cash introduction.** You can also redeem your points for a Reward called "FLX Cash." FLX Cash is promotional in nature, is not legal tender, has no cash, exchange or other value except as explicitly provided herein, and no cash back is given. FLX Cash can be used only toward the subtotal of a transaction for items purchased. There is a limit of one reward per transaction and rewards may not be combined.

Earned points can be redeemed for the following fixed denominations of FLX Cash:

- (i) Redeem 25,000 points for €5 FLX Cash
- (ii) Redeem 50,000 points for €10 FLX Cash
- (iii) Redeem 100,000 points for €20 FLX Cash

- 5.2. **FLX Cash redemption.** FLX Cash must be redeemed before use: it will automatically be stored in your Wallet upon redemption. You must sign into your Account to apply eligible FLX Cash to online transactions. For in-store transactions, you can ask a store team member, upon their verification of your Account, to: (a) apply an eligible FLX Cash Reward to that transaction, either directly through such team member's access to your Rewards via account verification or by presenting them with your FLX Cash Reward barcode for scanning, or; (b) process a redemption of your then current points for an eligible FLX Cash Rewards, through such team member's access to your Rewards via account verification. No points are earned for the portion of your transaction that uses FLX Cash.
- 5.3. **FLX Cash Expiration.** FLX Cash will expire within 70 days from the date of redemption. If a transaction to which FLX Cash has been applied is not completed, the FLX Cash remains in your Wallet. If you have multiple FLX Cash Rewards of the same value in your Wallet, only one will appear at checkout.
- 5.4. **FLX Cash Transactions.** For online and store transactions, the FLX Cash Reward is applied to the subtotal before any other eligible discount, taxes or fees. Additionally, the FLX Cash denomination must be less than the subtotal before any other eligible promotional offers, taxes or fees are applied. Only up to one (1) other eligible promotional offer can be applied with FLX Cash in a single transaction. Additional terms and conditions or exclusions may apply.
- 5.5. **FLX Cash Returns and refunds.** If you are entitled to a refund, FLX Cash will be refunded in the form of points back to the original Account from which the FLX Cash Reward was applied. FLX Cash will be refunded as the number of points corresponding to the refunded FLX Cash amount. If you would like to initiate a full or partial return for a transaction in which FLX Cash was applied, the original Account from which FLX Cash Reward was applied will be refunded with a credit with the number of points corresponding to the pro-rated refund of FLX Cash that was applied to the returned item(s) in that transaction. NOTE: partial returns cannot be processed in store and must be processed as separate return transactions.
- 5.6. **FLX Cash Limitation.** You are only permitted to redeem a maximum of 200,000 points for FLX Cash per calendar month FLX Cash cannot be:
- (i) used with a coupon or offer received because of your participation in the Customer Pulse Survey;
  - (ii) used with more than one other coupon code (e.g., student discount);
  - (iii) applied by members towards orders placed by a store team member (e.g., Foot Locker's Customer Service team), online reservations/ship to me entries for sneaker releases, shipping or any other applicable fees;
  - (iv) sold, bartered, transferred or exchanged for cash;
  - (v) combined with other FLX Cash Rewards within the same transaction; or
  - (vi) used to purchase gift cards. Gift cards cannot be included in a transaction in which FLX Cash is applied and would have to be purchased separately.

## 6. PERSONAL DATA

Foot Locker considers the protection of your personal data very important. Please consult our [Privacy Statement](#) and our [Cookie Statement](#) for more information on how we process your personal data.

## 7. FLX COMMUNICATION

If you would like to remain updated with special discounts and exclusive rewards, please subscribe to our marketing communication (“**FLX Communication**”). You have the right to withdraw your consent at any time. However, please note that unsubscribing does not affect transactional communications (e.g., communications regarding the status of your FLX Membership).

## 8. INACTIVITY

If for two consecutive years there is no activity in your Account (such as you have neither made any purchases, redeemed any points, logged into your Account nor completed any non-purchase points-earning activity), Foot Locker will deactivate your Account for inactivity. Deactivation means that you may log into your Account, but you are no longer a FLX member. You still have a login/password. Your Account will be deleted within the legal retention period applicable for purchases, unless you take any action in your Account.

## 9. CHANGES, TERMINATION, OR REMOVAL FROM FLX MEMBERSHIP

- 9.1. **Deactivation.** You may deactivate your Account at any time by contacting Customer Service using the contact details you’ll find on our website. Deactivating your FLX Membership will not affect any other account you may have with the Foot Locker family of companies or email preferences to receive marketing emails from any of the Foot Locker family brands. You can separately opt out of these activations. If you deactivate your Account, or if it is terminated for any reason, any points which remain in such Account will be forfeited.
- 9.2. **Changes.** Subject to applicable law, Foot Locker may, at its sole discretion, terminate, deactivate, alter, limit, suspend, or modify the FLX Membership, and/or these Terms and Conditions, rules, regulations, or benefits at any time, without notice or cause, even though such modifications may affect the ability to earn or redeem points. It is your responsibility to check or review these Terms and Conditions from time to time to keep informed of any changes. However, Foot Locker may, at its discretion, notify members of any material change thirty days in advance of the effective date of any change (or as otherwise required by applicable law). Change notices may be communicated by postings in the FLX Dashboard or by email.
- 9.3. **Interpretation.** Interpretation of these Terms and Conditions shall be at Foot Locker’s sole discretion. Foot Locker’s failure to exercise or enforce any right or provision of these rules shall not constitute a waiver of such right or provision.
- 9.4. **Removal from FLX Membership.** Foot Locker reserves the right to review account activity for patterns that fall outside the intended use of the FLX or what is allowed under these Terms and Conditions. Foot Locker may, in its sole discretion, determine any violations. In case of

suspected fraud, misrepresentation, abuse, or violation of these Terms and Conditions, Foot Locker reserves the right to take appropriate administrative and/or legal action, including the termination of your FLX Program membership. If your Account is deactivated or terminated for any reason, any points which remain in such Account will be forfeited.

## **10. LIMITATION OF LIABILITY**

Foot Locker will not be liable for any system failure or malfunction of FLX or any consequences thereof. Foot Locker will not be liable for any loss or damages arising from suspension, variation, termination, or in any other way relating to the FLX Membership, except for any liability which cannot be excluded by law. By participating, you agree that Foot Locker, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents shall not be liable to you or any third party for: (a) any damages arising out of your participation in the FLX of the Participating Country except to the extent caused by Foot Locker's intentional misconduct, recklessness, or gross negligence, and (b) any indirect, special, punitive, exemplary, aggravated, incidental or consequential losses or damages, including lost profits, regardless of whether such damages were foreseeable and regardless of whether we were advised of the possibility of such losses or damages. These limitations shall fully apply to all claims and theories of liability allowed by applicable law.

## **11. APPLICABLE LAW**

These Terms and Conditions shall be governed by the laws of the Participating Country in which you are resident, without prejudice to any rights you have under applicable mandatory laws. Any dispute, claim or controversy arising or relating to these Terms and Conditions and the FLX Membership shall be resolved by the competent court of the Participating Country in which you are resident.

If any part of these Terms and Conditions must be considered not valid for any reason whatsoever, this does not affect the validity of the remaining part of the Terms and Conditions, and this remaining part is considered to remain in full force and effect.

## **12. QUESTIONS**

If you have any questions regarding FLX, please see our [FAQ](#), otherwise contact our Customer Service via the contact form on our website, sending an email, chatting with our chat bot or our live chat with a Customer Service agent. Please consult our Contact Page [here](#).

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