

Terms and Conditions for online purchasing and website use and Customer Information

1. General

The following Terms and Conditions ("T&Cs") apply to (i) all orders placed by the customer ("you" or "customer") with Foot Locker Europe.com B.V., Ir. D.S. Tuijnmanweg 3-5 - 4131 PN Vianen, the Netherlands, ("Foot Locker" or "we"), through the www.footlocker.eu website or mobile website (collectively "footlocker.eu" or "website"), and (ii) the access to and use of any information, documents, graphics, features, music and/or other services on the website. By accessing or using footlocker.eu and/or placing an order, you signify that you have read, understand and agree to accept and be bound by the T&Cs set out herein.

2. Ordering

2.1 Eligibility

Only end consumers (not resellers) of 18 years or older, who are not under guardianship, with a shipping address in Belgium, Luxembourg, France (continental only, overseas territories excluded), Germany, Italy (excluding Livigno and Campione d'Italia), the Netherlands, Spain (excluding Canary Islands, Ceuta and Melilla) or United Kingdom (excluding Channel Islands, Isle of Man and Isle of Wight) can place an order on www.footlocker.eu. You will need a Foot Locker account with an active e-mail address and a telephone number at which you can be contacted.

You may need to set your browser to accept both (functional) cookies and pop-ups in order to be able to use all the functionalities of the website, which includes adding items to your

shopping bag and submitting your order. Please review our [Privacy Policy](#) published on the website to understand our policy on the use of cookies.

2.2 Order-Process

- Add your chosen items to your shopping bag (no obligation to purchase by clicking on the "Add to Shopping Bag" button)
- Proceed to checkout - complete all necessary details - check your order before submitting it
- Select your preferred Shipping Method (standard or express)
- Select one of the available [Payment Methods](#) mentioned on our website
- Submit your purchase order by confirming your agreement with these T&Cs and then clicking the "Buy" button, by which you enter into a binding purchase order and payment obligation
- Pay your purchase order through the selected Payment Method
- You will receive an email confirming (the details of) your purchase. If for any reason we cannot fulfill your purchase order, we will let you know at the earliest opportunity.
- As soon as your order is ready for shipment, you will receive another email confirming shipment

2.3 Our right to reject your order or withdraw from your purchase

We have the right to refuse your order or to cancel any purchase, based on justified reasons, without being liable for any damage or costs. Some of the situations in which we may do so are:

- obvious errors or inaccuracies regarding the items appearing on footlocker.eu
- the item is not available / in stock
- your billing information provided is not correct or not verifiable
- we have reason to believe that your order or payment may be fraudulent
- suspicion of credit or debit card fraud
- we cannot deliver at the address provided by you

- we have reason to believe that you are a reseller or bulk buyer
- in case of failing of payment, insufficient funds in the bank account provided by you

3. Prices and shipping costs

3.1 Pricing

The prices stated on our website are consumer prices and include the value-added tax but do not include shipping charges.

3.2 Online / Stores Prices

The stated prices apply only to purchases made through our website and may be different from prices of same items sold in a Foot Locker store. Not all items and promotions offered on our website are available in Foot Locker stores and vice versa. Promotions or offers on the website cannot be used in conjunction with any other promotion, special offer or discount. Promotions and offers shall only apply to purchases made through www.footlocker.eu

3.3 Shipping costs

For the cost of shipping, please see [here](#). We only ship to the countries mentioned in sections 2.1 and 5. The cost of each shipping method is indicated during the checkout process and such cost is charged per shipped order (not per individual order item).

4. Payment

4.1 You can find the available payment methods [here](#). We do not accept any other method of payment than those specified on our website.

4.2 We will process and deliver your order only after payment (except when you have opted for Cash On Delivery payment, which payment option is only available for Dutch residents).

Ordered items will remain our property until we have received full payment, but the risk in the item(s) and all liability to third parties in respect thereof shall pass to you as of delivery of the item(s).

5. Delivery

5.1 We will endeavour to deliver the item(s) to you at the shipping address specified by you in your order, provided such shipping address is located in one of the following countries: Belgium, Luxembourg, France, Germany, Italy, the Netherlands, Spain or the United Kingdom. We currently do not ship to the overseas departments and territories of any of the mentioned countries, the Channels Islands, Isle of Wight, Isle of Man, Canary Islands, Ceuta, Melilla, Livigno and Campione d'Italia. Please click [here](#) for additional information on shipment.

5.2 After you have made your purchase order, you will receive an email confirming the details of your purchase. As soon as your order is ready for shipment, you will receive another email confirming such shipment.

5.3 Stated delivery dates are always indicative and not guaranteed. We aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

5.4 All risk in the item(s) shall pass to you as of delivery. If delivery is delayed due to a failure by you to fulfil one of your obligations, risk shall pass to you as of the date when delivery would have occurred without such failure. From the time when risk passes to you, we will not be liable for any loss of or damage to the ordered item(s).

6. Cancellation before shipment

You may cancel any order free of charge and without giving any reason, if the ordered items have not yet been shipped. If you

wish to cancel your order, please check the status of your order first by viewing your order status on the website or by contacting our Customer Service (please click [here](#) for the toll free numbers). If the status of your order is "Pending" or "On Hold", you may cancel your order without cost by clicking on the button "Cancel". If payment was already made at the time of cancellation, we will refund you without undue delay and at the latest within 14 days after cancellation.

7. Right of Withdrawal & Return

7.1 Statutory right of withdrawal and return

You can withdraw (wholly or partially) from your order without providing a reason within 14 calendar days as of the day of delivery of the ordered item(s) to you. If your order relates to multiple items delivered separately, the 14 calendar days start as of the day of delivery of the last item.

To exercise this right of withdrawal you must inform us of your decision to withdraw from your order by a clear statement. We request you provide us with a written notice of withdrawal, specifying the item(s) you want to return, either by email to questions_en@footlocker.eu, preferably using the standard form that you can download from this website [here](#), or by sending a letter to Foot Locker Europe.com B.V., PO Box 309, 4130 EH Vianen, the Netherlands.

The items shall be returned to us without undue delay and in any event not later than 14 calendar days from the day of your withdrawal communication. Please see sections 7.4 and 7.5 below for practical information on returning your items.

7.2 Foot Locker voluntary policy on withdrawal and return

Without prejudice to your statutory right of withdrawal and return as described above under section 7.1, we offer you a more flexible right of return by simply accepting any items that are returned to us within 28 calendar days after the items are delivered to you, provided the items are returned in the condition

and in the manner as set out below under section 7.3 and 7.4. Under our Foot Locker policy no formal statement of withdrawal within 14 calendar days after delivery as per section 7.1 is required; if you want to withdraw from your purchase, you can do so by simply returning the relevant items to us in the manner as described below under section 7.4.

7.3 Condition of the item(s)

Please handle and inspect the items, in the same manner as you would be allowed to do in a retail store (with due care) until you decide to accept the items. E.g. you can try garments or shoes for fit, but you cannot wear them. Do not remove tags or labels when you try on the items.

All items that are returned should be unused, complete and in their original packaging. The condition of the returned item(s) will be inspected by us upon their receipt. If the items are returned differently than above mentioned, you are liable for any diminished value of the item(s) and we may refuse your return and the reimbursement of your payments (in which case the relevant items will be sent back to you). Examples of rejected returns are e.g. items with visible wear, dirt stains, etc. or not properly repacked.

7.4 Returns

You have the following three options (7.4.1, 7.4.2, 7.4.3) to return your items:

7.4.1 Store return (free of charge) - Spain excluded

You can return your item in any Foot Locker store located in the same country as where the order was delivered (Click here to find a store location) along with the relevant invoice and the e-mail confirmation you received upon placing your order. Our staff will be happy to assist you further. In store returns are not possible in Spain.

7.4.2 UPS courier (free of charge)

Your items can be picked up at your home address or other preferred location by UPS courier service. To arrange such a pick-up, please follow the instructions below.

Online

- Log in to your Foot Locker account, go to "Orders" section and select the order you wish to return
- Mark the item(s) you wish to return and (optional) select a reason for the return
- Call UPS and arrange pick-up at your preferred location

Customer Service

Please click [here](#) for the toll-free phone number of our Customer Service. Please indicate your order number and specify which item(s) you want to return. Our Customer Service staff will walk you through all the steps of the return process through UPS.

7.4.3 By mail (costs for you)

You can return your items to us also by regular mail. The associated costs will, however, be for your own account. If you sent back an item by mail, please ensure that (i) the shipment has sufficient postage, (ii) you use the return label included in your original parcel and (iii) you use a mail shipment with track and trace functionality.

7.4.4 Costs

We strongly encourage you to return your items through one of our two preferred return options: by UPS (see section 7.4.2) or in a Foot Locker store (see section 7.4.1.). Both options are free of charge for you. The costs associated with any other form of return are for your account.

7.4.5 Packaging

When returning an item, please:

- Place the item to be returned back in its original packaging and then pack it securely in a box or carton that protects the item and its original packaging. Properly tape and seal the box or carton.
- Complete the pre-printed return label included in your original parcel and stick it onto the return package. If you no longer have such return label, please go to our Customer Service pages on our website and print out a new return label. To print out a new return label you will need to fill in your order number, which is mentioned on your invoice. You can also call our Customer Service and they can either mail or fax a new return label to you.
- For UPS: please have the UPS driver print his name and sign the signature portion of your return label. Keep this for your records. This signature confirms that UPS received the item(s). You can keep track of your return delivery with the UPS Tracking Number printed on the label.

7.5 Refund

If you withdraw from your order, we will refund you without undue delay and in any event not later than 14 days from the day on which we received your notice of withdrawal. We will, however, withhold the refund until we have received the items back or you have supplied adequate evidence of having sent back the items, whichever is the earliest. We will refund you the purchase price paid for the returned items and, provided that an order is returned in its entirety (i.e. all items belonging to the same purchase order), will also reimburse the (outbound) shipping fees based on the least expensive type of delivery offered by us (i.e. no reimbursement of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of delivery offered by us). If you return only part of the items belonging to the same purchase order, you will not receive any refund of your paid shipping fees. We will refund your payment using the same means of payment as you used for the initial

transaction, with the following exceptions: (i) when returning an item in one of our Foot Locker stores the refund will be made in cash, unless the original payment was made through the use of a credit card, (ii) if the order was paid Cash On Delivery (Netherlands only) the refund will be made by bank transfer to a valid bank account to be provided by you. With your consent, also another means of payment may be used for the refund at no additional charges.

8. Item exchange

Item exchanges are currently not possible. However, you can return your item (see section 7 above) and subsequently make a new purchase through your Foot Locker account or at one of our Foot Locker stores.

9. Warranty, Return for defect or other non-conformity

9.1 As a consumer, you have certain statutory warranty rights on the items that you buy from us. Nothing in these T&Cs shall affect these statutory rights. According to the statutory warranty you may expect that, except a minor defect or lack of conformity, the items are free of defects at the time of delivery are in conformity with your purchase agreement with us, i.e. that the items comply with the description given by us, are fit for the for the purposes for which items of the same type are normally used, and their quality and performance are satisfactory, given the nature of the items.

9.2 If the item received is defective or otherwise not in conformity with your order, please notify us promptly, but in any event within a period of two months from the date on which you detected such defect or lack of conformity, and return the item to us as per section 7.4 Returns above. Upon returning the item, please state the reason for your return and description of the defect or other non-conformity.

9.3 For any item(s) deemed defective or not in conformity with the order, you will receive a refund. We will refund the purchase price already paid by you and will also reimburse the outbound shipping fee of your initial purchase based on the least expensive type of delivery offered by us if an order is returned in its entirety. If the return only relates to part of an order, we will not refund the shipping fees of your initial purchase order. The return costs are for our account if you return the defective or non-conforming item either in store (see section 7.4.1.) or through our UPS courier service (see section 7.4.2). We will not refund if the item shows signs of damage which are not the result of an existing defect or other non-conformity at the time of original delivery to you. For practical information please see sections 7.4 and 7.5 above.

10. Applicable law

These T&Cs and your use of the website, any agreements made thereunder and any disputes arising in connection therewith, including the validity thereof, shall be exclusively governed by and construed in accordance with the laws of the Netherlands whose courts shall be courts of exclusive competent jurisdiction. The United Nations Convention of Contracts for the International Sale of Goods (the 'Vienna Convention') does not apply and its application is, to the extent necessary, hereby also explicitly excluded.

11. Archiving of purchase confirmation

The email confirmation of (the details of) your purchase is not archived by us and you are advised to retain (a copy of) the email for your records.

12. Electronic communications

When you visit our website or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other

communications that we provide to you electronically satisfy any legal requirement that such communications be in text form.

13. Privacy

We collect information from you to, among other things, process your order. Further information on Foot Locker's processing of your personal data has been included in Foot Locker's Privacy Policy which can be found [here](#) and is an integral part of these T&Cs.

Based on the statutory approval according to § 22 of the Privacy and Electronic Communications Regulations 2003, we are allowed to use the email-address, which you have supplied to us when making a purchase in our online store, for direct marketing for similar products or services in our assortment.

In case you do not want to receive any advertisements on similar products or services, you can always revoke the approval of the use of your email address at any time, without incurring any additional costs other than the normal internet connection fee. You only need to click on the link to unsubscribe, which link is provided in every separate mailing.

14. Web Security

At www.footlocker.eu you can shop safely: your order is always going to be processed through a secure server. When you pay by credit card, you will also always be asked to enter your CVV code. For our mutual security, we reserve the right to hold credit card orders for verification.

You shall provide the cardholder's name as it is shown on the card. Payment is generally deducted within 24 hours following completion of your order. The processing of the payment may be done by a third party service provider. The payment service providers' terms & conditions are not a part of these T&Cs. Following payment of your order, your bank statement may include a reference to the third party service provider.

15. Limitation of Liability

15.1 Our total liability to you for any loss or damage arising in connection with any item purchased through our website, or resulting from any other activities by us related to your purchase order(s) through our website, is limited to the total price paid by you for the relevant item(s). We shall be liable only for breach of a material contractual obligation. We shall only be liable for direct loss or damage that you suffer if and to the extent it is a reasonably foreseeable result of our breach of a material obligation. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the agreement. We accept no liability for any indirect loss or damage however arising and whether caused by breach of contract, tort or otherwise, even if foreseeable, including for example (without limitation) loss of profits or loss of opportunity.

15.2 Nothing in these T&Cs excludes or limits our liability for (i) fraud or fraudulent misrepresentations by us, (ii) death or personal injury caused by our negligence, or (iii) any other matter for which our liability cannot be excluded or limited by applicable mandatory legislation, such as the liability for damages arising from wilful intent or gross negligence.

15.3 We will not be responsible for any failure to comply with our obligations if such failure arises from any cause which is beyond our reasonable control ('force majeure').

16. Identity of trader / Contact details

You can find our contact details [here](#). Your purchase will be with Foot Locker Europe.com B.V., Ir. D.S. Tuijnmanweg 3-5 - 4131 PN Vianen, the Netherlands - Commercial register/registration court: KvK Utrecht no. 30181126 - VAT ID no.: the Netherlands NL: NL8005.36.253.B01 - Belgium BE: BE0479.137.042 - Luxembourg LU: LU19224707 - France FR: FR41442582524 -

Germany DE: 116/5934/0859 - Italy IT: 00149959991 - Spain SP: N0032410C - United Kingdom UK: GB922920631

17. Intellectual Property, Data Rights & Trademarks

Footlocker.eu is the trading name for Foot Locker Europe.com B.V. All intellectual property rights pertaining to databases, website design, text, graphics, logos, button icons, images, and all software compilations, underlying source code, software and all other material on this website belong to Foot Locker and its affiliates, or their item, content and technology providers. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this website for the sole purpose of placing an order with Foot Locker or creating a profile. Any other use of materials on this website without the prior written permission of Foot Locker is strictly prohibited. Foot Locker names, brands and other references to Foot Locker contained on the website are either trademarks or registered trademarks of Foot Locker, Inc. in the U.S. and/or Foot Locker companies in other countries. Other brands, product names and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners. You may not publish or reproduce trademarks, trade names or service marks without the prior written permission of the owner of such trademarks or trade names.

18. Affiliates/links to other sites

We may provide links to other sites, resources, advertisements or sponsorships either directly or through contractual partners. We accept no responsibility for these links and do not endorse the contents of such websites. If you decide to access other websites, you do so at your own risk. Other websites may provide links or frames to our website. We are not liable for any damage resulting from any such link or frame. Though we take reasonable precautions to keep our website virus free, we do not accept any liability for damage resulting from a virus on or passed on through

our website.

18.1 Sharing: By using the social sharing functionality, you agree to the T&C (<http://www.sharethis.com/legal/terms/#sthash.9omKNwBU.dpbs>) and Privacy Policy (<http://www.sharethis.com/legal/privacy/#sthash.H2yImFDk.dpbs>) of the ShareThis application.

19. Severability

Any mandatory statutory rights you may have, are not affected by these T&Cs. If one of the above provisions is invalid in part or as a whole on account of statutory provisions, regulations or legislative amendments, all other provisions shall remain unaffected and continue to apply in full.

20. Modification of Terms and Conditions

We may change these T&Cs at any time without notice, effective upon its posting to the website. Every time you order items from us, our most recent T&Cs in force at that time will apply to the agreement between you and us.

If you would like to withdraw from your purchase and return it to Foot Locker, you can do so by completing below form and sending it either by e-mail to questions_en@footlocker.eu, or as a letter by mail to Foot Locker Europe.com B.V., Postbus 309, 4130 EH Vianen, Nederland.

Model Withdrawal Form

TO:

Foot Locker Europe.com B.V.

Ir. D.S. Tuijnmanweg 3-5

4131 PN Vianen, Nederland

E-Mail: questions_en@footlocker.eu

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods:

Description product(s):

Product number:

Ordered on (date) / Received on (date) (*):

Please complete below your name and address:

First and last name:

Street name and number:

City and postal code:

Date: _____

Signature (only if you send this in the form of a letter by mail):

(*): Delete as appropriate