FLX MEMBERSHIP TERMS AND CONDITIONS

INTRODUCTION

1. Welcome to the Foot Locker FLX Membership (the "**FLX Membership**"), a loyalty program through which you can earn points (the "**XPoints**") and later redeem them for offers, products, services, events, and much more (the "**Reward**"). Membership in the FLX Membership is free of charge.
2. Our FLX Membership Program is currently only operational in The Netherlands, France, the UK, Spain, Italy, and Germany (the "**Participating Countries**"). Individuals who are residents in one of these countries are eligible for participation. You may join FLX Membership if you have reached the legal age under the laws applicable to you and are legally capable to do so.
3. By registering for the FLX Membership, you agree to be bound by these Terms and Conditions. Foot Locker reserves the right to decline to allow you to participate in the FLX Membership at any time and in its sole discretion if 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.

MEMBERSHIP

1. You may enroll in the FLX Membership either on the Foot Locker website or in Foot Locker stores from the Participating Countries. However, if you enroll in a store, you will be required to complete your registration online within 30 days of the date you enrolled in the store. If you do not complete your registration within this time, you will not earn XPoints for any purchase made in that period.
2. To join FLX Membership, you have to provide certain personal data (such as name, address, etc.); in addition, you can provide additional information about you to complete your personal profile. If you want to know more about how we process your personal data, please refer to our Privacy Statement.
3. When you register, you'll create an FLX Membership Account (your "**Account**"). You can use your Account to track your participation in the FLX Membership and redeem your XPoints for Rewards. 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.
4. If we need to communicate with you about the FLX Membership, we'll send a message to the email address associated with your FLX Membership. If your email address changes after you register, you are responsible for promptly updating your Account.
5. You can unsubscribe from FLX membership marketing emails at any time by updating your communication preferences in your Account or by following the instructions in the emails.
6. Members can accumulate and redeem XPoints on an individual basis and solely for their own Account. 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.
7. Companies, groups, associations, or others making commercial or bulk buyers are not eligible for membership. The FLX Membership may not be used for reselling, profit, or any other business purposes.

REWARD XPOINTS AND TIERS

1. You can earn XPoints in the FLX Membership by shopping at Foot Locker physical and online stores in the Participating Countries and/or by performing other activities, as communicated from time to time by the FLX Membership, as described in this Terms and Conditions
2. At time of purchase to receive your XPoints you must present or enter, when and where indicated, your FLX Membership number or your associated email address/phone number.
3. XPoints will generally be added to your Account after your purchase, within ten (10) days in most cases. You can log in to your Account at any time to see how many XPoints you have. You are responsible for ensuring that the XPoints balance in your Account is correct. If you believe that you did not receive XPoints or there is some other error in your Account, you must contact Customer Service using the contact details you'll find on our website within thirty (30) days of the date of you think you earned the XPoints.
4. If you do not make a purchase or redeem your points within 365 days after your last purchase or last redemption, your XPoints will expire. If you make a purchase but then return all of the items in that purchase, no XPoints will be earned, and the date of the previous purchase shall then count as the last purchase.
5. The XPoints earned on a purchase of an item will be reduced from your Account if you return the item. If there are not enough XPoints available in your Account, the return may result in a negative XPoints balance. Subsequent purchases will work your status back to a positive balance. Negative XPoints do not expire.
6. The XPoints you may earn have a promotional nature, have no monetary value, and do not constitute your property of any kind. You cannot sell or transfer your XPoints or combine them with other members' XPoints.
7. You will be assigned a Tier based on the number of XPoints you earn in our fiscal year (February 1 at 12:00AM CET – January 31 at 11:59PM CET). Once you reach a certain Tier, you will remain in that Tier for the remainder of that fiscal year, and all the next fiscal year. For example, if you earn X2 status on October 1, 2022, you will remain a X2 member until January 31, 2024 (subject to other provisions in these Terms and Conditions). Your status as of February 1, 2024 will depend on the number of XPoints you earned in 2023. Please note that the benefits associated with any Tier may change at any time.
8. Please note that the items, services, and other benefits offered under the FLX Membership may change at any time without notice.

REWARDS

1. When you redeem your XPoints for tickets to an event directly from 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 of our vendor partner issuing the ticket for the Experience. For this reason, we ask that you ensure you have read and agree with their terms and conditions. Foot Locker has no involvement whatsoever with the Experience itself and is not part of any agreement between you and the vendor partner regarding an Experience.
2. 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.
3. For any Reward that is returned as undeliverable or for any other reason, Foot Locker cannot guarantee that XPoints for those rewards will not be credited. Foot Locker will not replace any missing or stolen Rewards.
4. FLX Memberships used to circumvent these restrictions by means of fraud, creating additional accounts, or other means will be subject to review and potentially termination. 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. You are responsible for all federal, state, and local taxes as well as any other costs or expenses with a Reward you receive.

CHANGES, TERMINATION, OR REMOVAL FROM PROGRAM

1. You may deactivate your Account at any time by contacting Customer Service using the contact details you'll find on our website via this link. 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.
2. If you deactivate your Account, or if it is terminated for any reason, any XPoints which remain in such Account will be forfeited.
3. Foot Locker may, at its sole discretion, terminate, 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 XPoints. Foot Locker may, in its discretion, notify members of any material change at least thirty (30) days in advance of the effective date of any change. Change notices may be communicated by postings in the FLX Membership or, in the case of members, email.
4. 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.
5. 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 Membership.
6. FLX Membership XPoints cannot be earned on purchases of gift cards.

LIMITATION OF LIABILITY

Foot Locker will not be liable for any system failure or malfunction of the FLX Membership or any consequences thereof. Foot Locker accepts no liability for any loss or damages arising from suspension, variation, or termination or in any other way relating to the FLX Membership, except for any liability which cannot be excluded by law.

APPLICABLE LAW

These Terms & Conditions shall be governed by the laws of the Participating Country which you are domiciled. 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 domiciled.

ADDITIONAL INFORMATION

If you have any questions regarding the FLX Membership, you may contact Customer Service using the contact details you'll find on our website.

Last Updated: September 2023