

FOOT LOCKER AUSTRALIA INC. HOUSE OF HOOPS MARK OF GREATNESS PROMOTION TERMS AND CONDITIONS

1. Instructions, prizes, and information on how to enter the House of Hoops Mark of Greatness promotion (“the Promotion”) form part of these conditions of entry. By entering, entrants accept these conditions of entry and agreement to be bound by these terms and conditions.
2. The Promoter of this competition is Foot Locker Australia Inc. (“Promoter”). The Promoter’s ABN is 22 619 093 977 and address is Level 1, 16 Terrace Place, Murarrie, QLD 4172.
3. The Promoter reserves the right to change the Terms and Conditions, judging mechanism, prizes, and prize fulfillment method at any time.
4. Entry is open to current residents of Australia and New Zealand only, aged 18 or older.
5. Employees of the Promoter or their immediate family members or anyone else connected in any way with the Promotion or helping to execute and advertise the Promotion, as determined by the Promoter, are not be permitted to enter the Promotion.
6. **Promotional period:** The Promotion commences 9am 9th July 2021 Australian Eastern Standard Time and ends at 11:59pm on 6th August 2021 Australian Eastern Standard time. After this date and time, entries will not be reviewed The Promoter can decide at any time to extend the end date of the competition. If this decision is made, it will be communicated via @footlocker_au and @footlocker_nz Instagram channels.
7. **How to enter:** To become a valid entrant, an individual must, during the Promotional period complete the following steps:
 - a. Visit MarkofGreatness.com
 - b. Create a personalised player logo by entering their desired initials and following the steps to create a logo using the creative tools made available via the MarkofGreatness.com experience.
 - c. Upload their design to their personal Instagram feed using the hashtag #MarkofGreatness within the caption.
 - d. Entries must be visible and accessible by the @footlocker_au and footlocker_nz accounts so they can be captured and judged. IG Reels are not visible by the Promoter so any entries uploaded via this way will not be visible. IG stories cannot be viewed by the promoter after 24 hours so will not be visible for judging. The Promoters take no responsibility if entries cannot be accessed; it is the entrant’s responsibility to ensure they are visible to the Promoter.
 - e. Ensure their Instagram account is set to public so the entry can be captured and accepted by the Promoter.
 - f. Ensure their entry does not utilise any photography, video or music that the participant does not have creative ownership of.
 - g. Ensure their entry features the final logo design provided in the format at the end of the MarkofGreatness experience. Any adaptations of this final graphic will be deemed an invalid competition entrant.

- h. Ensure their entry that otherwise infringe third party rights or breach any applicable laws or terms of use of a relevant social platform, as determined by the Promoter, will be invalid.
 - i. Ensure their entry does not include any inappropriate, damaging or illegal imagery, audio or other media that could be perceived by the Promoter to damage their brand, or partners' brands. Any entry including this content, or links to the content, will be invalid.
 - j. Ensure their entry does not include any individuals under the age of 18 who do not have parental or guardian consent.
 - k. Ensure their entry does not include any individuals who have not consented to being included.
8. The entrant's Instagram account used to upload their entry must not contain any inappropriate or illegal content, or links to this content of this nature. This is at the discretion of the Promoter. Inappropriate content is any media that the Promoter perceives at their own discretion could potentially damage their brand, House of Hoops brand, Nike's Brand or Jordan's brand.
9. Individuals can enter as many times as they like, however only one of their entries can win.
10. **How to win:** At the end of the promotion period a 'judging panel' of internal and external designers engaged by Foot Locker will choose the most visually compelling entries.
11. If the Promoters determines, at their discretion, that there are perceived substantial efforts by an entrant to unfairly interfere with the judging process, the entrant will be disqualified.
12. The winners will be contacted via Instagram DM from the @footlocker_au or @footlocker_nz Instagram handle within 2 months of the end of the promotion period. Winners will be asked to email our promotions agency support team with proof of their Australia or New Zealand residence, an address and other information.
13. All correspondence with regard to the fulfilment of winner's prizes will be via the promoter's promotions agency email.
14. Winners have 48 hours to respond to the specified email after being contacted via DM. If winners do not respond within this time, they will be disqualified and the Promoter reserves the right to withdraw the prize from the winner and pick a replacement winner.
15. If you cannot supply proof of address in Australia or New Zealand you will be disqualified.
16. The final judging decision is made by the Promoter.
17. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit of the participant's ability to use the various creative features supplied in the MarkofGreatness.com design process to customised a unique personal player logo.

18. The Promoter's decision in respect to all matters to do with the Promotion will be final and no correspondence will be entered into.
19. No responsibility can be accepted by the Promoter for entries not received for whatever reason.
20. **Prizing:** The prizes (in order of accomplishment) include:
 - a. x1 'personalised player pack' and a customised sneakers. The player pack will contain a drink bottle, hat, tracksuit and back-back. These items will have the winner's selected logo applied to them in a way that is at the discretion of the promoter. The sneakers will also have the winner's logo applied to them. The specific sneaker silhouette used will depend on available inventory at the time of fulfilment.
 - b. x9 Personalised player backs (without a customised sneaker).
 - c. A sticker pack featuring runner-ups personal logo (up to x10 winners).
21. The winner of Prize (a) must have a shoe size between US 6-13 so prizing can be fulfilled.
22. All winners cannot re-sell the prizing.
23. The promoter reserves the right to change the items within the prize prizing packs, and the creators who supply customisation services to these packs, at any moment, without needing to provide notice to winner's or participants.
24. The promoter will aim to supply product to winners of prize A and B in standard sizes that reflects the winner's sneaker and/or clothing and size, but the promoter makes no guarantee that prizing will be supplied in the winner's desired size.
25. Due to the customised nature of the prizes, winner's acknowledge they may have to wait several months for the manufacture and delivery of their prize items.
26. **Gift Cards:** The promoter reserves the right to utilise Gift Card incentives during or after the promotion period.
27. Gift cards have no value until activated at the register. The value of the gift card may be applied towards any purchase at any Foot Locker bricks and mortar store in Australia. Use of the gift card constitutes the individual's acceptance of the terms and conditions. Any use of this gift card will be taken to be properly authorized. If lost, stolen or damaged, the gift card cannot be replaced, and any unused value may be forfeited. The individual may not return the gift card and redeem it for cash. The gift card will retain any used value and can be used any number of times, until the balance is fully depleted.
28. The prizes are not transferable or redeemable for cash.
29. The winners will be notified by Instagram direct message by the Promoter (via @footlocker_au or @footlocker_nz. If a winner cannot be contacted via Instagram direct message or does not claim the prize within 48 hours of notification via Instagram direct message, the Promoter reserves the right to withdraw the prize from the winner and pick a replacement winner.
30. The Promoter will arrange for postage of the prize/s to the individual, at the Promoter's expense. The Promoter or the promoter's support agency will supply the winners with a consignment number for the postage of the prize/s. The Promoter is

not responsible if the prize/s is lost, delayed or damaged in transit. The winner must contact the postage company for delivery updates once the consignment number has been provided by the Promoter. The postal address supplied for prize fulfilment must be within Australia or New Zealand and not a PO box. It is the winner's responsibility to ensure the correct shipping information is supplied.

31. The Promoter will require limited personal information from the winners to fulfill prizeing (full name, email address or mobile, and postal address within Australia). The winners' consent to this information being shared with the Promoter and third-party stakeholders contracted by the Promoter to execute the Promotion fulfill prizeing.
32. By entering this Promotion, winners and entrants consent to:
 - a. Instagram usernames, first names and entries being published on the Promoter's digital marketing channels during the promotion or upon completion of the Promotion to showcase the winners and their entries.
 - b. Images and video shared with the hashtag #MarkofGreatness used as entry for the Promotion can be used unconditionally for publicity material, for free, in perpetuity.
33. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to any third party, outside of the promoter's support agencies, without the entrant's prior consent or not disclosed in these Terms and Conditions.
34. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram or any other social network.

Please refer to the Promoter's Privacy Policy at <https://www.footlocker.com.au/en/content/privacy-policy>.