

1. This document contains the terms and conditions of entry ("these Terms") into the Foot Locker x EB GAMES x NBA 2K22 promotion ("Promotion"). Entry into this Promotion is deemed acceptance of these Terms and entrants are bound by these Terms.
2. **The Promoter:** The Promoter is Foot Locker Australia Inc. ("the Promoter"). ABN 22 619 093 977. Level 2, 16 Terrace Place Murarrie ("Promoter").
3. **The Promotional Period:** The Promotion commences at 10AM AEST on FRIDAY 10th September 2021 and ends at 7.59PM AEST on SUNDAY 14th of November 2021 ("Promotional period").
4. The Promotion will take place via all Foot Locker Australian brick and mortar stores. ("the store")
5. Entry is open to all residents of Australia who have pre-ordered exclusively via EB games excluding employees of the Promoter and other agencies, firms or companies associated with this Promotion, and their immediate families. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Non-Australian residents will not be eligible for prizes.
6. **The OFFER:** Customers who pre-order NBA 2K22 via EB Games exclusively will be supplied an A5 flyer containing \$25 AUD off redemption code available to be redeemed in Foot Locker Australia bricks and mortar stores only.
It is the customers' responsibility to present the A5 flyer at the time of purchase to redeem the \$25 AUD off transaction value. Transaction value must be a minimum of \$26 AUD to qualify for the offer. While stocks last.
7. **How to enter:** To participate you must receive the physical A5 Flyer from EB games confirming the purchase of NBA 2K22 on pre-order prior to September 10th and then present that physical flyer to staff in Foot Locker Australia bricks and mortar stores only.
8. Redemption code is capped at a single transaction use.
9. The prizes are not transferable or redeemable for cash.
10. The Promoter accepts no responsibility for the range of stock available when the winner/s choose to redeem their offer, including but not limited to brands, styles and sizes.
11. Any cost associated with participating in the Promotion and locations is the Entrant's responsibility and is dependent on the Internet service provider used.
12. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").
13. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not

under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, registration or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) taking and/or use of a prize.

14. The Promotion is governed exclusively by the laws of Australia. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation.
15. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
16. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram or any other social network, or any smart phone or smart device company.

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