

FOOT LOCKER AUSTRALIA INC. | BACK TO SCHOOL COMPETITION

TERMS AND CONDITIONS

1. Instructions, prizes, and information on how to enter the KIDS BACK TO SCHOOL 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 Asia Pacific 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 only, aged 18 or older/or children above the age of 15 with consent from a parent/guardian.
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 permitted to enter the Promotion. “Immediate Family” means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
6. **Promotional period:** The Promotion commences on Monday December 20, 2021, at 9:00am (AEST) and closes on Monday January 31, 2021, at 6:00pm (AEST).
7. **How to enter:** To become a valid entrant, an individual must, during the Promotional period complete the following steps:
 - a. Purchase any item in-store only during the Promotional Period from a Foot Locker store in Australia. Entry into this promotion does not apply to online purchases.
 - b. Fill out digital entry form mandatory fields (First and last name, email, phone number, postcode, what school do you/or your child attend, what grade do you/or your child attend, your local Foot Locker store?) via in-store promotion QR code and answer the following question in 25 words or less: *“How are you getting back to the hustle this back-to-school season”*.
 - c. There will be four (4) winners selected. Entries will be judged based on insightfulness, thoughtfulness, creativity, humour, originality, creativity, and other like measures determined by the Promoter in its absolute discretion.
 - d. Ensure their entry does not include any individuals who have not consented to being included.
8. Multiple entries (whereby one person submits more than one entry) are not valid. Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.

9. If the Promoters determines, at their discretion, acting reasonably, that the entrant has made efforts to unfairly interfere with the judging process, the entrant will be disqualified.
10. Once the competition ends the winners will be contacted via the details provided when entering the Promotion.
11. The final judging decision is made by the Promoter and no correspondence will be entered. The Promoter's decision in respect to all matters to do with the Promotion will be final and no correspondence will be entered.
12. 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 and in accordance with these terms.
13. No responsibility can be accepted by the Promoter for entries not received for whatever reason.
14. Judging of the prize will be undertaken by the Promoter at [Foot Locker APAC Headquarters – Murarrie, QLD, Australia 4172], [12.00pm] [AEST] on [31/1/2022]. The prize winner will then be notified by email. To claim the prize, the prize winner must respond to the email within 7 working days of the notification email being sent.
15. **Prizing:** Each winner will receive a \$2,500 shopping spree at Foot Locker in the form of Foot Locker Gift Cards which can be used in-store and online.
16. The winner cannot use the prizing to conduct any illegal behaviour.
17. **Foot Locker Australia Gift Card Terms & Conditions:** The gift card has 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.
18. The prizes are not transferable or redeemable for cash.
19. The winners will be notified by email by the promoter (Foot Locker) within 7 days of the competition ending.
20. In the event that a winner cannot be contacted, or the prize is unclaimed after 10 working days since the notification to the prize winner by email, a new prize winner will be selected in accordance with these Terms and Conditions and will be notified by email. The new prize winner will have 10 working days from notification to claim the prize, this process will continue until the prize has been claimed. The Promoter will be in contact with the prize winner to arrange delivery of the prize. This will continue until a winner is successfully contacted and the prize delivered.

21. In the event that the prize is unavailable for any reason, at any time, the Promoter reserves the right to either delay or substitute the prize with another prize of equal value and the prize winner will be notified accordingly.
22. The Promoter will arrange for postage of the prize/s to the individual, at the Promoter's expense. The Promoter 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 and not a PO box. It is the winner's responsibility to ensure the correct shipping information is supplied.
23. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, the NBL and their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
24. Entrants consent to the Promoter and the NBL using their entry, name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for a reasonable period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the NBL in connection with the Promotion.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a. to disqualify any entrant; or
 - b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.

28. Except or any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their 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:
- 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 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 of the prize/attendance at the prize event.

The Promoter collects personal information (**PI**) in order to conduct the promotion and may, for this purpose, disclose such PI to the NBL <https://nbl.com.au/pages/privacy-policy> and other third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy available at <https://www.footlocker.com.au/en/privacy.html>.

29. This Promotion is in partnership with the National Basketball League (**NBL**).