



Foot Locker®

THE RULES OF THE GAME



THANK YOU for visiting our website and showing interest in buying our product(s).

Although we realize it is a lot of text, it is important for you to read it carefully before you proceed to make your purchase, as we explain the “*Rules of the Game*” that apply to both you and us for both the use of our website as well as for a purchase of our products.

By visiting our websites, and buying products from us, you indicate that you have read and understood these “*Rules of the Game*” and that you agree with them.

Factual and specific rules such as delivery costs, delivery times but also the regions where we do or do not deliver our products to can all be found on our website under our Frequently Asked Questions (“**FAQ**”).

We have written down the “*Rules of the Game*” in a simple and transparent manner. Our online version is interactive; so you can immediately go to the chapter you want to know more about by clicking on it in the menu below.

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You can consult the “*Rules of the Game*” online, download and print them or request them by email from our customer service team.

Who are we? We use “**We**”, “**our**” or “**Foot Locker**” for convenience sake to refer to the company of Foot Locker Europe.com B.V. This is a Dutch business established at Ir. D.S. Tuijnmanweg 3-5, 4131 PN Vianen in The Netherlands, registered with the Chamber of Commerce under number 30181126.

Foot Locker Europe.com B.V. has a VAT number in the following countries:
The Netherlands: NL8005.36.253.B01 - Belgium: BE0479.137.042 - Luxembourg: LU19224707 - France: FR41442582524 - Germany: 116/5934/0859 - Italy: 00149959991 - Spain: N0032410C - United Kingdom: GB922920631.

Should anything be unclear nevertheless, or should you have any questions, you can always contact our customer service team.



1. Who can order products via the website

We only sell our products to end users and/or consumers with a valid address in the region in which we deliver our products. End users and/or consumers are persons who use the products for their own use and do not resell them. We reserve the right to refuse the sale of our products to other retailers or bulk buyers.

2. When can I order products via the website?

Even though anyone can visit our website, products can only be purchased by end users and/or consumers aged 18 or over, or when you have permission from your parent or legal guardian.

Unfortunately, it is not yet possible to ship our online products to every country or region. Please check our website for the countries and regions where we do ship our products to.

3. How does the order procedure work?

Of course we are very pleased that you decided to order our products.

Placing an order via our website is easy and consists of the following steps:

- (a) search for the products you would like to order via the menu or the search function;
- (b) add the products you like to order to your shopping cart by clicking on "**Add to shopping cart**";
- (c) proceed to "**Order**" – If you already have a Foot Locker account, please login. If not you can create your own account by registering on our website;
- (d) in case you order as a guest without creating an account, please fill in all necessary information (such as your name, address, email address and telephone number) - check your information and your order before making it final;
- (e) choose the desired shipping option (standard or express);
- (f) choose one of the possible methods of payment;
- (g) before you place an order we need you to confirm that you have read our "*Rules of the Game*" and agree to them;
- (h) click the button "Buy" in order to purchase and pay for the products (you have now entered into a binding obligation);
- (i) if you have chosen cash on delivery, the order procedure has been completed;
- (j) if you choose another method of payment, you must complete the payment in the manner of payment chosen by you. As long as you have not completed the payment, the order will not be executed and the product will not be reserved. This means that if you wait too long with making the payment, the risk increases that the product will be no longer available;
- (k) you will receive an email confirmation with all the particulars of your purchase; and
- (l) as soon as we have shipped your products, you will receive a confirmation of shipment by email.

4. When may we cancel your order?

We are entitled to refuse or cancel your order. However, we must have a justified reason for doing so. Examples of situations in which we can refuse an order or cancel a purchase include, but are not limited to:

- (a) an obvious error or other incorrectness with regard to a product offered on footlocker.eu;
- (b) the product is not available or in stock; If this is so, we will inform you as soon as possible and will not process the order;
- (c) your invoice information is not correct or is impossible to verify;
- (d) we have reason to believe that your order or payment is fraudulent;
- (e) there is suspicion of credit card or debit card fraud;
- (f) we cannot deliver to the address stated by you;
- (g) we have reason to believe that you are not an end user and/or consumer;
- (h) you are under 18 years of age; or
- (i) no full payment is made.

In these cases we are not liable for damages or costs as a result of the refusal or cancellation of your order.

5. What prices does Foot Locker use?

The prices on our website are consumer prices and include VAT but exclude shipping costs.



The prices only apply to purchases via our website and may differ from the prices that are used for the same products in a Foot Locker store.

Not all products and offers that are offered on our website are also available in Foot Locker stores and vice versa.

Promotions or discounts on the website cannot be used in combination with other promotions, offers or discounts. Promotions and offers only apply to purchases made via www.footlocker.eu.

The costs and the expected delivery date of your products will be clearly mentioned for your order.

6. How do I pay for my products?

In principle, we will only process and deliver your order after receipt of the payment, unless you have chosen for cash on delivery (if this option is available in your country).

Foot Locker accepts various methods of payment including credit and debit cards. Additionally, we offer the most commonly used payment method in a particular country; these are clearly listed on our website.

We accept no other methods of payment than those mentioned on our website.

We remain owner of the products, until you have paid for the products in full.

7. How will my products be delivered?

We deliver the order at the address that has been given by you when placing your order.

The times of delivery mentioned by us are only indications and are not guaranteed. The latest time of delivery is 30 days. We try to inform you about any delays, in so far as possible. In so far as permitted by law, we are not liable for any damages as a result of late delivery.

Important: it is important that you check the parcel at the time of receipt. If the parcel is damaged, please inspect the products immediately if they are in good condition. If not, you must not accept the parcel!

Important: at the time that you take receipt of the product, the risk of loss, damage or reduction in value of the product is at your expense and risk. This means that if the product is lost or damaged, you are responsible for that and will therefore have no right to a refund of your money from Foot Locker.

8. I want to cancel my order; what must I do?

Although we would regret this very much, you are entitled to cancel any order and without giving a reason. There are a number of special rules for this, which we will explain in more detail below. It makes a difference whether the products have already been sent to you or not.

If the products have not yet been sent to you, you can cancel your order via the website or via our customer service. Via the website you can simply cancel your order by selecting the “return complete order button”.

If the products have already been shipped or have been delivered to you, you can cancel your order as described below.

The law gives you the right to dissolve all or part of the order within 14 days after delivery of the last product of your order without giving any reason for doing so. This is called the “**statutory right of withdrawal**”. You can pass on your cancellation to us by completing the model form https://www.footlocker.nl/en/content/right_withdrawal or via email or letter. You can send this form to us:

- (a) by email to questions_en@footlocker.eu; or
- (b) by letter to Foot Locker Europe.com B.V., P.O. Box 309, 4130 EH Vianen in The Netherlands.



Important: you must send back the products to us within a period of 14 days after you have made use of the right of withdrawal or hand them in at a Foot Locker store of your choice.

Although, you always have the legal right of withdrawal, Foot Locker has a broader return policy. You are entitled to undo the order during 28 days after the product (s) have been delivered to you by sending back the product(s) or handing them in at a Foot Locker store of your choice within this period. In that case it is not necessary that you have informed us within 14 days of your intention to cancel.

Important: you must clearly indicate which product(s) you want to return and also ensure you return the product (s) within the 28 days period.

Important: we do set the condition that the products and packaging are in the original unused condition and are complete. This means that you must treat the products and the packaging with care (in the same manner as you would do in a store). You may only unpack the products in so far as this is necessary to be able to assess the size, nature, characteristics and working of the product. You may, for instance, try on clothing or shoes for size but you may not wear them. Do not remove tags or labels when trying on the products.

Important: the state of the products returned is checked by us on receipt. If the product is worn or damaged, we will refuse the return.

If the procedure has been followed **and** you have returned the products to us (or proof thereof) and the products are in new and unused condition, we will trigger a refund of the full purchase amount to you within 14 days.

Important: we will refund your purchase amount in the same manner as your purchase payment was made, with the following exceptions:

- (a) in the event of a return to a Foot Locker store the refund is paid in cash, unless the original payment was made by credit card (in that case the refund is paid in the same way);
- (b) if the product purchased has been delivered on cash on delivery terms and it is returned differently than to a Foot Locker store, the refund is paid by means of a bank transfer into a bank account to be stated by you. In this respect, it is very important that you communicate a valid bank account to us. With your permission another method of payment may also be used for the refund. No extra charges are involved in this.

We will refund the shipping costs on the basis of the cheapest standard delivery offered by us, if a whole order is returned. If only part of an order is returned, the shipping costs will not be refunded.

Important: additional costs as a result of the more expensive shipping method chosen by you than the cheapest standard delivery offered are never refunded.

9. What is my warranty if the product is defective?

As a consumer you are entitled to the statutory warranty in the country where you live. These "*Rules of the Game*" do not affect your legal warranty rights. If one of the rules in the "*Rules of the Game*" differs from the warranty rights to your disadvantage, the relevant rule does not apply, but the law in the country where you reside applies instead.

Under the legal warranty you may expect a product to:

- (a) be free of defects at the time of delivery;
- (b) comply with what has been agreed upon, what is stated in our offer; and
- (c) possess the properties that are necessary for normal use of the product.

If unexpectedly a product delivered by us nevertheless has a defect or does not comply with the legal warranty in another way, we kindly ask you to inform us of this defect as soon as possible. By "*as soon as possible*" we mean a period of not more than two months after discovery of this defect.

To give us a better chance to solve possible problems we ask you:

- (a) to state clearly to us what is not good about the products; and
- (b) to return the product to us.

In the case of a well-founded claim under the warranty, we will refund you the purchase. If a delivered order is returned in full, we also refund the standard shipping costs paid by you.



Important: if only part of an order is returned, the shipping costs are not refunded.

10. How do I return my products to Foot Locker?

You can return a product in one of the following three ways:

- (a) **FREE;** return it to a store
You can return your product to any Foot Locker store in Europe in the same country where your product was delivered. Visit our FAQ on our website for more information.
- (b) **FREE;** return by courier
Your products may be picked up by a courier at your home address or another location stated by you. You can arrange this yourself online or through our customer service. Visit our FAQ section on our website for further information
- (c) **PAID;** Return by mail
Visit our FAQ section of our website for more information.

Important: return costs are not compensated, as we provide you the possibility to return the products free of charge as well!

It is important that you follow the guidelines below when returning the product:

- (a) Place the product that is being returned back in the original packaging and pack it well in a box, bag or carton to protect the product and its original packaging.
Important: the parcel must be properly closed and taped.
- (b) Stick the return label that was sent along with the original shipment on the parcel that you return or go to the Customer Service Team for more information on how to obtain a new return label.
- (c) In the event of return by courier: have the courier place his name and signature on the appropriate part of your return label and keep this part for your own administration. The signature confirms that the courier has received the product. In general you can follow your return shipment via the Tracking Number that is stated on the return label.

11. How do I contact Foot Locker?

We aim to deliver excellent service, both online and offline. Integrity, excellence, service, teamwork and community form part of our core values. If your experience with us is not of the quality we aim for, please let us know. Tell your story and do not forget to mention which store or Customer service representative you had your experience with.

You may contact our Customer Service Team by telephone, email and post. You can find our contact details on our website <https://www.footlocker.co.uk/en/homepage>

If you send it via post, you may send your letter to:
Foot Locker Europe.com B.V.
Attention Customer Service Team
P.O. Box 309
4130 EH Vianen, the Netherlands

12. How does Foot Locker deal with my privacy?

Foot Locker considers the protection of your privacy to be very important. That is why we want to inform you regarding how we handle the data provided by you to us and what you may expect from us.

Foot Locker's website is established in The Netherlands and meets Dutch Privacy Rules. Foot Locker's website is registered with the Dutch Data Protection Committee under number M1028227.

If you make a profile on our website you agree that we collect data in accordance with the provisions of these "*Rules of the Game*". In this respect we would like to point out that we do not collect data specifically related to children.

Before making a profile and/or placing an order you explicitly agree that we may store, process and use the data collected on our website. These data may also be shared and disclosed to all the businesses that form part of the Foot Locker group in Europe.



The information obtained by us about our customers help us to personalize and continuously improve your shopping experience with Foot Locker. We use the information for handling orders, dispatching articles, processing payments, our communication with you and the prevention or detection of fraud.

In addition we may share some data with carefully selected third parties that help us to provide certain services, such as technical and logistical support and other tasks. Other services provided by third parties include amongst others the processing of credit card/debit card payments, credit institutions, shipments, customer service and marketing services. By ordering via our website, you give us permission to perform credit checks and any other checks to assess and guarantee correct payment, the correctness of the postal address and to prevent fraudulent transactions.

By ordering via our website, we may pass on your personal data to the financial institution that processes the relevant payment method or a payment intermediary. The intermediary only uses the data to process your payment order.

We may also ask you for additional information, for instance if you participate in a competition or another promotional campaign on our website.

If you want to order products from our website, you can do so as a guest.

In addition personal data may be exchanged with our website hosting partners and others that help us to operate the website or perform activities for Foot Locker. Our hosting partners must agree that they will handle your data safely and confidentially.

We may disclose your personal data if this is required by the law or to protect our rights or the rights, property or security of others.

We may also use your data for statistical purposes. This data is more general in nature, and cannot be traced back to you.

We do not sell data about you as a person or about your personal use of the website.

You are entitled to change the data that we save about you via the profile you create. You are also entitled to inspect the data saved by us. In order to receive a copy of this data, you may contact the Customer Service Team. We may charge a small fee for administrative expenses. Moreover, you are entitled to request that we completely delete any personal data held by us, in as far as we do not need this data for statutory or tax reasons.

Finally, you may find links to other websites on our own website. Our privacy policy does not apply to these other websites. We are not responsible for the content of other websites and the method of operation of these third party websites.

13. What are Foot Locker's rules on sending electronic messages?

If you want to receive electronic messages from us, you must indicate this explicitly and agree to it. Only then, will you receive emails about our new products, the newsletters of Foot Locker and information about offers, competitions, promotions, events and other initiatives. We may also send you personalized marketing material and emails.

If you no longer wish to receive information or advertisements from us, you only have to adjust the preferences in "**My Profile**", by clicking on the "**please notify us**" link included in every email, or contact our Customer Service Team.

14. Does Foot Locker use cookies on its website?

A "*Cookie*" is a small data file that is sent from a webserver to your browser and that is stored on the hard disc of your computer. A cookie contains specific information, for example a unique ID number that keeps track of the webpage(s) visited by you. With this unique number we can keep track of your orders while you shop on our website. In addition cookies recognize whether you are a registered user, as a result of which we can offer you information that may be important to you in particular.

If you do not register and do not buy anything from us, it is still possible that we save information about you on our website in order to improve our website. Such use, like the number of times that our website is visited and which pages are viewed, cannot be traced back to individual users. This information is only intended for internal use to improve the provision of our services.



Although cookies are accepted and saved automatically by most browsers, you may in general change the settings of your browser in such a manner that this does not happen or does not happen automatically. It may however be that you have to set your browser to accept both (functional) cookies and pop-ups to be able to use all the functionalities of the website, including adding products to your shopping cart and placing an order.

15. What forms of security does Foot Locker apply?

Foot Locker has implemented specific security measures for the protection against loss, abuse or the adjustment of information provided by you. All personal data, including credit card numbers sent over the Internet are encrypted with the use of SSL (Secure Socket Layer), Secure Server Certification Authority RSA Data Security Inc. US and a VeriSign SSL, by which transactions performed via the internet are secured. VeriSign, Inc. is a leading provider of Public Key Infrastructure and digital certification solutions used by many companies, websites and consumers to exchange information over the internet and private networks in a safe manner.

The browsers that support placing orders with the use of SSL /TLS Technology include Google Chrome 51 and higher; Microsoft Internet Explorer 11 and higher; Mozilla Firefox 47 client for PCs; and the Safari 9.1 client for Macs; Mobile Safari and Google Chrome for mobile. If you use an older version of these browsers or another browser which does not support the performance of secured transactions or if your computer forms part of a LAN (local area network) on which a firewall is installed which prevents the performance of secured transactions, you cannot perform secured transactions. If this is the case, we kindly ask that you choose one of the offline methods of payment to place your order.

If you make use of our website you are responsible for keeping your profile and password confidential and for limiting access to your computer to prevent the unauthorized access to your profile. You accept that you are responsible for all the activities that take place in your profile or with the use of your password.

16. What are the “Rules of the Game” concerning intellectual property rights?

Our brands and intellectual property rights are very important to us. We also make use of the intellectual property rights of other parties that deliver material to us for our website and communications. For example, our suppliers of the products, photographers and copywriters. We would like both you and us to handle these rights with due care.

These rights do not only include all products, service and corporate names used, but also texts, images, illustrations, design of the website and logos.

That is why it is important that you only use the information on the website for you personally and not for commercial purposes. It is allowed to make an electronic copy or paper copy from parts of the website, but only in connection with the placement of an order with Foot Locker or to create a profile.

If you want to use our material for another application, you need our explicit permission in writing for this in advance.

If you nevertheless use this information without our permission, this infringes our rights and/or rights of third parties as explained above. In that case we are entitled to call you to account and hold you responsible for damage and request compensation from you.

17. How far does Foot Locker’s liability go?

For our products:

In the unlikely case that we do not fulfil our obligations with you correctly, we are responsible for the direct damage resulting from it up to the maximum amount that you paid for the product concerned.

Foot Locker is also responsible for the damage resulting from the inadequate performance in the case of:

- (a) death or physical injury;
- (b) intent or wilful recklessness of Foot Locker itself and/or its management; and
- (c) any other damage for which the liability cannot be statutorily excluded or limited.



It may always happen that we are unable to meet our obligations because something happens beyond our control. We call this “*force majeure*”. If it is a question of *force majeure*, we are also not responsible for any costs and damage resulting from it.

For the use of our website:

We are not responsible for the content of websites that may be visited through links on our website. The use of links and visiting other websites occur entirely at your own risk. Other websites may contain links or frames to our website. We are not responsible for any damage resulting from such a link or frame.

Although we take reasonable precautionary measures to keep our website free from viruses, we do not accept any liability for damage resulting from a virus on or passed on through our website.

18. What other Rules of the Game are there?

Finally there are a number of general standard rules which are important to note. We list them below:

- (a) The use of the website and all the orders, purchases and other transactions via the website are subject to Dutch law, also if an obligation is performed fully or partially abroad or if you reside in another country.
- (b) In the unlikely event that you believe that you have to go to court to solve a problem, you may do so in the country in which you reside or in the Netherlands.
- (c) If you visit our website or send us an email, you communicate with us electronically. For contractual reasons you agree to receive notifications in an electronic manner and you agree that written communication also means any form of electronic communication (for instance email). This provision does not affect your statutory rights.
- (d) The content of your purchase agreement is not saved by us. You will receive a confirmation of your purchase agreement by email and you must save this yourself for any later consultation.
- (e) These “*Rules of the Game*” are applicable unless mandatory statutory provisions oppose this. If any part of these “*Rules of the Game*” must be considered not valid for any reason whatsoever, this does not affect the validity of the remaining part of the “*Rules of the Game*” and this remaining part is considered to remain in full force and effect.
- (f) We reserve the right to change these “*Rules of the Game*” at any time without prior notification, whereby the new amended “*Rules of the Game*” take effect at the time of placement on the website.

If you want to cancel a purchase and return it, then fill in the form below completely and send it subsequently by email to questions_en@footlocker.eu, or as a letter to Foot Locker Europe.com B.V., P.O. Box 309, 4130 EH Vianen, The Netherlands.

Model form for cancellation

To:

Foot Locker Europe.com B.V.

Ir. D.S. Tuijnmanweg 3-5

4131 PN Vianen

The Netherlands

E-Mail: questions_en@footlocker.eu

P.O. Box 309

4130 EH Vianen

The Netherlands

I/We (*) hereby announce that I/we (*) want to cancel our agreement concerning the purchase of the following products (*):

Description:

Article number:

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

Please fill in your name and address below:

Frist name and family name: _____

Street and house number: _____



Postal code and place: _____

Date: _____

Signature: _____

(only if this form is sent by letter through the post)

(*): Delete if not applicable.

