

FLX Scratch and Score Sweepstakes & Instant Win Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: FLX Scratch and Score Sweepstakes & Instant Win (the “Promotion”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and a Foot Locker FLX member at the time of entry. Membership is free but subject to the listed [Terms and Conditions](#). Employees of Foot Locker Retail, Inc., Merkle Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the “Sweepstakes”) and an instant win game (the “Instant Win Game”).

2. Sponsor: Foot Locker Retail, Inc., 330 West 34th Street, New York, NY 10001. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on January 10, 2022 at 12:00 a.m. Eastern Time (“ET”) and ends on March 6, 2022 at 11:59 p.m. ET (the “Promotion Period”). The Sweepstakes consists of two (2) entry periods (each an “Entry Period”), as outlined below:

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Postmark Date	Receive by Date	Approximate Drawing Date
1	1/10/2022	1/31/2022	1/31/2022	2/7/2022	2/14/2022
2	2/1/2022	3/6/2022	3/6/2022	3/14/2022	3/21/2022

Administrator’s computer is the official time-keeping device for this Promotion.

4. How to Enter:

- a. Instant Win Game:** During the Promotion Period, visit <https://www.flxscratchscore.com> (the “Website”) and complete and submit the registration form including a valid email address associated with your FLX account. You will receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. If you play the Instant Win Game and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game prize, you will receive one (1) additional Sweepstakes entry into the applicable Entry Period drawing.
- b. Sweepstakes:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below.

Redeem FLX Rewards Points: Visit the Website and follow the links and instructions to complete and submit the registration form including a valid email address associated with your FLX account. Once you are logged in, follow the links and instructions to redeem one hundred (100) FLX Rewards points and you will receive one (1) Sweepstakes entry into the applicable Entry Period drawing.

Mail-in Alternate Method: To enter without redeeming FLX Rewards points, print your name, address, day and evening phone numbers, email address associated with your FLX account, and date of birth on a piece of paper and mail it in an envelope with proper postage to "FLX Scratch and Score Sweepstakes & Instant Win," c/o Merkle Inc., P.O. Box 5022, Department 850610, Kalamazoo, MI 49003- 5022. You will receive one (1) Sweepstakes entry into the applicable Entry Period drawing. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked and received by the dates listed above in Section 3. All entries become the property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to three (3) Sweepstakes entries per day during the Promotion Period by any method or combination of entry methods.

Limit: Each entrant may receive up to three (3) Sweepstakes entries per day during the Promotion Period by any method or combination of entry methods; each entrant may receive one (1) Instant Win Game play per day during the Promotion Period; each entrant may receive one (1) additional Sweepstakes entry per day during the Promotion Period as an outcome of losing the Instant Win Game. Multiple entrants are not permitted to share the same email address or FLX account. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the FLX account used to register will be deemed to be the entrant or player. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the applicable Entry Period, on or around the dates listed in Section 3 above. Non-winning entries will carry over into any subsequent Entry Period. Instant Win Game: Two hundred eighty (280) (five (5) per calendar day) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner

(parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at or greater than \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

8. Prizes:

Sweepstakes Prizes:

Entry Period 1 Prizes:

ONE (1) ENTRY PERIOD 1 GRAND PRIZE: A \$5,000 check. Approximate Retail Value ("ARV"): \$5,000. ONE (1) ENTRY PERIOD 1 FIRST PRIZE: A pair of over-ear headphones. ARV: \$379.00. ONE (1) ENTRY PERIOD 1 SECOND PRIZE: A portable home speaker. ARV: \$299.00. ONE (1) ENTRY PERIOD 1 THIRD PRIZE: Jordan Retro 1 Shadow 2.0. ARV: \$170.00.

Entry Period 2 Prizes:

ONE (1) ENTRY PERIOD 2 GRAND PRIZE: A \$5,000 check. ARV: \$5,000. ONE (1) ENTRY PERIOD 2 FIRST PRIZE: A pair of over-ear headphones. ARV: \$379.00. ONE (1) ENTRY PERIOD 2 SECOND PRIZE: A portable home speaker. ARV: \$299.00. ONE (1) ENTRY PERIOD 2 THIRD PRIZE: Jordan Retro 4 Lightning. ARV: \$220.00.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Sweepstakes prize per person.

Instant Win Game Prizes: TWO HUNDRED EIGHTY (280) GAME PRIZES: A \$20 Foot Locker gift card, terms and conditions apply. ARV: \$20.00.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$17,346.00.

9. Release: By entering, entrant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent

to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Statement <https://help.footlocker.com/hc/en-us/articles/360034125214>.

15. Winner List: For a winner list, visit <https://bit.ly/3AXXccb>. The winner list will be posted after

winner confirmation is complete.

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