

LEGAL TERMS AND CONDITIONS OF THE CONTEST

FOOTDISTRICT x MA[®]KET

1.- ORGANIZING COMPANY.

The company FOOT DISTRICT, S.L., with its registered office at Calle Marqués de Comillas nº 1 (4004 – Almería) and Tax ID B24638546 (hereinafter, "**FOOTDISTRICT**" or "**the Organizer**") organizes, for promotional purposes, the Contest detailed below (hereinafter, "**the Promotion**" or "**the Contest**"), to be carried out via the website and App <http://outershelf.footdistrict.com>, and within the requirements, terms, and conditions described in the following sections of these Legal Terms.

2.- START AND END.

The Contest, which will be announced through FOOTDISTRICT's Social Networks and blog, will start at 00:00 hours on September 15, 2023, and end at 23:59 hours on September 18, 2023. The mechanics of the contest are described in section Four of these Terms.

The announcement of the winners will take place on September 19, 2023, in the manner and form indicated in section 4.4 of these Terms.

3.- PARTICIPATION REQUIREMENTS.

3.1. Anyone over the age of 18, regardless of nationality and place of residence, can participate in the Contest, provided they have a valid customer account registered on the FOOTDISTRICT.COM website. If one does not have a valid customer account, they can register upon visiting the FOOTDISTRICT.COM website for the first time.

3.2. Postal addresses are not required for participation in the contest. However, a valid postal address, either within or outside of Spain, must be provided for the purpose of sending the prize in case of winning. The Organizer will request postal details from the winners at the appropriate time, necessary for sending the prize.

3.3. There are no limits on the number of entries into the Contest. No limitations are set regarding the nationality, origin, and habitual residence of the participants, notwithstanding the provisions of these Terms concerning international product shipments.

3.4. Participation in the Contest, as referred to in these Terms, will be free for all participants.

3.5. Participation in the Promotion implies unconditional acceptance and respect for the provisions of these Legal Terms by the participants.

3.6. The following individuals cannot participate in the Promotion: (i) Employees of any of the companies and other legal entities related to FOOTDISTRICT (ii) Individuals who directly or indirectly hold a stake in FOOTDISTRICT (iii) Any other individual who has participated directly or indirectly in the organization of this Contest or has been directly or indirectly involved in its preparation or development (agency, suppliers, etc.). Family members of these individuals are also ineligible to participate, to the first degree of consanguinity or affinity.

3.7. The information and personal data provided by the participant must be valid and truthful, under penalty of exclusion from the Promotion and loss of winner status. FOOTDISTRICT reserves the right to request any participant to justify compliance with the requirements set forth in these Terms. Anyone who does not meet these conditions or refuses to justify them will be excluded from the Promotion-Contest and will not, in the event of winning, be entitled to the prize.

3.8. Furthermore, the Organizer reserves the right to proceed with any verification to ensure respect for this article, as well as the overall terms of these conditions, particularly to exclude any participant who commits an abuse, without having the obligation to carry out a systematic verification of all the registered entries.

4.- CONTEST MECHANICS.

4.1 The right to participate in the Contest will be obtained by accessing the "OUTER SHELF" application with a valid FOOTDISTRICT customer account for the purposes of section 3.1 of these Legal Terms and within the time frame indicated in section 2.

4.2 Once validly entered into Outer Shelf by FOOTDISTRICT, participants must access the "Basketball Game FOOTDISTRICT X MA[®]KET" in the "SCENE LIST" tab and select from which basket they prefer to shoot. Each participant will have 90 seconds to achieve the highest score by going through each of the six fixed positions. It will not be possible to change position until scoring.

4.3 Participants may participate as many times as they wish during the contest's validity to improve their score, with all attempts being computed in a single ranking. The maximum score of each participant will be reflected in the public ranking accessible from the "Basketball Game FOOTDISTRICT X MA[®]KET" scenario. The best score will be counted between the start and end dates of this contest. In case of a tie in points, the winners will be those who first achieved those points in time.

4.4 The three highest scores valid at 00:00 on September 19, 2023, will be the THREE WINNERS of the contest, to be announced on September 19, 2023, at 16:00 Spanish peninsular time on FOOTDISTRICT's Instagram profile (<https://instagram.com/footdistrict>) and through the blog (<https://blog.footdistrict.com/>).

The winners will also be informed by email through the email address included in their registered account at FOOTDISTRICT; this communication will be made by the Organizer from the email address campaigns@footdistrict.com.

4.5 If it is not possible to contact any of the three CLASSIFIED WINNERS within SEVEN (7) natural days, counting from the winners' announcement described in the previous section, they will proceed to contact, successively and in order, the participants situated in the next three positions of the ranking, in the same manner and timeframe, to inform them of their position in the contest.

4.6 If it is not possible to contact any of the classified or substitute participants within the specified periods, the Contest will be declared void.

4.7 Any classified participant who presents himself/herself outside the specified deadlines, as well as those who do not meet any of the participation requirements set forth in these Terms, will be rejected. In such case, their participation will be annulled and substitutes will be contacted in accordance with the provisions of the previous sections.

5.- PRIZE

5.1 The winners will receive as a prize: A basketball from the FOOTDISTRICT x MA®KET collaboration valued at 90.00 euros. One ball will be awarded to each of the THREE winners (total prize: 3 balls)

5.2 The prize will be made available to the winners within a maximum period of 10 days from the moment they are notified that they meet the required criteria. The shipping costs of the prize to the postal address provided by the winners for this purpose will be borne by the Organizer.

5.3 The prize offered may not give rise, on the part of the winners, to a dispute of any kind, either to deduct its cash value or to replace or exchange it for any reason. In case of proven inability of the winners to enjoy their prize, it is transferable to third parties under the same initial conditions of acceptance of the prize. In any case, the use of the prize will be as provided by the Organizer.

5.4 No claims or complaints regarding the prize will be admitted against the Organizer. FOOTDISTRICT reserves the right to replace the prize with another of equal or greater value, without possible contestation on the part of the winners.

5.5 FOOTDISTRICT disclaims all liability for any incident or damage of any kind that may arise due to the enjoyment of the prize awarded and/or its use, a fact that the winner expressly acknowledges.

6.- LIMITATIONS.

6.1. If evidence is found that any of the participants do not meet the requirements set forth in the Rules, or the data provided for participation are not valid, their participation will be

considered null and void, and they will automatically be disqualified from the Promotion, losing all rights to the prizes awarded under this Promotion.

6.2. Any attempt to disrupt the smooth running of the Promotion, whether by human intervention or through automatic and/or telematic procedures, will result in the immediate disqualification of the participant and their candidacy will be nullified.

6.3. The prize awarded will not be transferable nor subject to changes, alterations, or compensations at the request of the Participants, nor can it be exchanged for any other product or money.

6.4. FOOTDISTRICT reserves the right, if just cause exists and after prior legal notification, to make any changes, suspend, or extend this Contest.

6.5. Any tax or fiscal burden arising from the acceptance of the prize will be the sole responsibility of the winners, as well as any other expense arising from the promotion not expressly assumed by FOOTDISTRICT in these Legal Rules.

6.6. A period of FIFTEEN (15) natural days from the date of the awarding of the prize is established to make any justified claim. FOOTDISTRICT reserves the right, in cases of pressing need, to replace the prize with another of similar characteristics.

7.- TAX ISSUES.

7.1. Where applicable, the prizes of this Promotion will be subject to regulations on Personal Income Tax, Non-Resident Income, and other legal texts on fiscal matters. In this sense, winning a prize of this type could constitute a capital gain for tax purposes for the winners, as it would result in a change in the value of their assets manifested by an alteration in its composition.

7.2. The winners of the prize will be subject to compliance with all tax obligations established by the applicable current legislation, and will be solely responsible for the payment of the same.

7.3. If applicable, it will be the exclusive responsibility of FOOTDISTRICT to pay the corresponding withholding or down payment on the prize, at the rates in force at the date the operation is accrued. In the case of in-kind prizes, the advance payment will not be passed on to the winners and will therefore be assumed by FOOTDISTRICT, meaning that this advance payment will increase the value of the in-kind prize received by the winners. Furthermore, in accordance with the regulations, FOOTDISTRICT will annually send the winners, prior to the opening of the period for communication or declaration of the Tax, the corresponding certificate of withholdings and advance payments relating to the year the prize is accrued and payment of the withholding or advance payment is made.

8.- OTHER RULES OF USE.

8.1. Offensive comments, insults, threats, foul language, degrading content, or disqualifications, delivered by any physical or electronic means, towards other members of the FOOTDISTRICT community, or towards our products and services, brand, or human team, will not be allowed. Comments against an individual that violate the principles of the right to honor, personal and family privacy, and one's own image will also not be permitted.

8.2. FOOTDISTRICT is not responsible for any damage caused by the comments made by participants in the Promotion, which could at any time hurt the sensitivities of other participants.

9.- INTELLECTUAL PROPERTY AND IMAGE RIGHTS.

9.1. By accepting these Legal Terms, the winning participant exclusively assigns, with the power to further assign to third parties, the image rights as well as any other rights that may correspond to their person as a result of their participation in the Promotion. The resulting material may be publicly communicated on their corporate website, social profiles, or any form of exploitation by them, as long as it is related to the current Promotion.

9.2. For this purpose, the participant authorizes FOOTDISTRICT to use their image and personal data collected during the development of the Promotion, in order to allow the exploitation of their participation, of the resulting materials from the Promotion, and secondary uses thereof, as well as their possible inclusion in other websites and written, graphic, sound, or audiovisual works for commercial, promotional, and merchandising purposes, or any other purposes by FOOTDISTRICT, without time or space limitations, and without such authorization entailing any consideration.

9.3. The content, brand, and materials available on the corporate website and the social profiles of FOOTDISTRICT are protected by copyrights, registered trademarks, patents, trade secrets, or other proprietary rights and applicable laws. No material from these pages may be copied, reproduced, modified, published, transmitted, or distributed in any way or by any means, without the prior written permission of FOOTDISTRICT or as indicated in these Legal Terms.

10.- LIABILITY EXEMPTION.

10.1. The Organizer is exempted from any liability if, due to force majeure, events beyond its control or justified causes, it is forced to cancel, shorten, extend, postpone the Promotion and/or the Raffle or modify its conditions, without being held liable for these reasons. In any case, the Organizer reserves the possibility of extending the participation period.

10.2. The Organizer is not responsible for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures, theft, destruction, unauthorized

access or alteration of entries. Participation in the contest implies knowledge and acceptance of its characteristics.

10.3. Likewise, the Organizer cannot be held responsible for any direct or indirect damage caused by an interruption, malfunction, suspension or end of the contest for any reason.

10.4. The Organizer reserves the right to sue anyone who commits fraud or attempts to do so. However, under no circumstances will it be liable to participants for fraud that may have been committed.

10.5. Any false statement by a participant will result in their exclusion from the promotion and non-award of the prize that could have corresponded to them, without the Organizer being held responsible.

10.6. Forms where the participant's data is illegible, incorrect, or incomplete will be considered null.

10.7. Any attempt at multiple participation by the same individual outside the cases and limits authorized by these Legal Bases, or any other attempt at fraud, will result in the definitive exclusion of all identified participants and the immediate cancellation of any prize they may have obtained in the draw.

10.8. Any attempt to hinder the good development of the promotion, whether by human intervention or through automation, will result in the immediate disqualification of the participant and cancellation of their registration.

10.9. The Organizer cannot be held responsible in case of failures or external hostile acts that prevent the proper development of the Promotion.

10.10. The Organizer may cancel all or part of the promotion if fraud of any kind and form has occurred in participation in the promotion and/or the designation of winners. In case of fraud or attempted fraud of any kind, the Organizer reserves the right not to award the prizes to the defrauders and/or to sue anyone who has defrauded or attempted to do so. However, under no circumstances will it be liable to participants for fraud that may have been committed.

10.11. The Organizer will be exempt from all liability for the prizes awarded to the winners of the contest, whether it is the quality of these prizes in relation to what was announced or expected by the participants in it, or for any possible damages of any nature that participants could suffer due to the prizes, whether directly or indirectly attributable to them.

11.- BASIC INFORMATION ON THE PROTECTION OF PERSONAL DATA.

This privacy policy describes how FOOT DISTRICT, S.L., located at Calle Marqués de Comillas No. 1 (4004 – Almería) with tax ID B24638546, will process the personal data provided by participants in the Promotion. The data will be processed in accordance with current regulations on the protection of personal data, Regulation (EU) 2016/679 of April 27,

2016 (GDPR), regarding the protection of individuals concerning the processing of personal data and the free movement of such data.

Data Controller: The data will be collected and processed by FOOT DISTRICT, S.L. ("FOOTDISTRICT"), located at Calle Marqués de Comillas No. 1 (4004 – Almería) with tax ID B24638546.

Personal Data We Process: Identifiable personal data that the customer provides us through the participation form in the Promotion, such as name, surname, national identity card/passport number, postal address, phone, email, date of birth, and usernames on social networks.

The information marked as mandatory, for example, through the use of an asterisk (*) accompanying mandatory fields, is essential for FOOTDISTRICT to contact the customer and provide them with information related to the Promotion or Raffle that may be of interest. If this information is not provided, it will not be possible to inform the customer accordingly.

Purpose of Data Processing: FOOT DISTRICT, S.L. will process the data provided by customers to:

- Manage their participation in raffles, promotions, or contests conducted by FOOT DISTRICT.

- Publish their data in FOOT DISTRICT, S.L.'s commercial establishments and/or on social networks and/or the company's website for a period of 15 calendar days. Participants agree to have their usernames and/or email addresses, which are linked to the promotion, displayed in the ranking list generated according to the scores they have achieved.

- If the participant wins, to contact them via phone call and/or SMS and/or email to notify them of the promotion result.

- Manage, administer, maintain, and improve the relationship with the participant/customer, as well as reward their loyalty and keep them informed of various commercial offers: activities, relevant news, events, raffles, promotions, and offers electronically via FOOT DISTRICT, S.L.'s digital newsletter, in cases where consent has been given. Communication of your data for this purpose is voluntary; revoking your consent will still allow you to participate in the Raffle.

Data Retention: FOOT DISTRICT, S.L. will keep the personal data of customers/participants for the duration of the raffle, contest, or promotion, and in any case, for the time necessary to comply with any legal obligations arising from the data processing and the relationship with them. After this period, the data will be deleted with appropriate security measures to ensure data pseudonymization or total destruction.

Legal Basis: The legal basis for data processing by FOOT DISTRICT, S.L. is the provision of consent by the customer/participant.

Recipients: FOOT DISTRICT, S.L. will not transfer or communicate personal data to any third party, except as required by law.

Rights of the Data Subject: The customer/participant, in their capacity as a data subject, may exercise the following rights concerning their data at any time:

- Access: The right to confirm whether or not FOOT DISTRICT, S.L. is processing their personal data, and if so, to request access to the personal data and specific information about the processing (purposes, categories of data and recipients, among other aspects).

- Rectification: The right to request the rectification of inaccurate data.

- Deletion: The right to request data deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected.

- Limitation of Processing: The right, under certain circumstances (e.g., if the data subject contests the accuracy of the data while its accuracy is being verified), to request the limitation of data processing, which will only be processed for the exercise or defense of claims.

- Portability: The right to receive personal data in a structured, commonly used, and machine-readable format and to transmit them to another data controller, under legally specified conditions.

The user may exercise these rights by written communication to FOOT DISTRICT, S.L., located at Calle Marqués de Comillas No. 1 (4004 – Almería), or through email to help@footdistrict.com, along with valid legal proof, such as a photocopy of the National Identity Card, indicating in the subject "DATA PROTECTION".

The user also has the right to file a complaint with the Spanish Data Protection Agency if they believe that any of their rights have been violated.

12.- ACCEPTANCE OF THE TERMS. DEPOSIT.

Merely participating in this Promotion-Raffle implies that the participant is aware of and fully accepts the conditions established in these Legal Terms. The complete text of the Terms is available free of charge to interested parties at FOOTDISTRICT's commercial establishments linked to the Promotion and on the link.

13.- APPLICABLE LAW AND JURISDICTION.

13.1. These Legal Terms are subject to Spanish legislation. Any claim related to the raffle must be sent in writing to FOOTDISTRICT, located at Calle Marqués de Comillas No. 1 (4004 – Almería).

13.2. In the event of a dispute in the application or interpretation of these Terms and in the absence of an amicable agreement, the litigation will be subject to the jurisdiction of the Courts of the city of León.