# Terms

**Terms and Conditions: Sale of Goods – Online and by Phone**

[**www.jdsports.co.uk**](http://www.jdsports.co.uk/)

**IMPORTANT: PLEASE READ**

**WE DRAW YOUR ATTENTION TO THESE TERMS AND CONDITIONS, WHICH APPLY WHENEVER YOU BUY GOODS FROM US ONLINE OR OVER THE PHONE. PLEASE READ THEM CAREFULLY BEFORE YOU PROCEED TO MAKE YOUR PURCHASE.**

**BY PLACING AN ORDER AND/OR USING OUR WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU SHOULD PRINT AND KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.**

In these Terms:

"Website" means Our website at www.jdsports.co.uk and the JD mobile app.

"Goods" means the goods which We will supply to You in accordance with these Terms and Conditions.

"Order" means an order which You place with Us detailing the Goods You wish to buy from Us.

"We/Us/Our" means JD Sports Fashion Plc (company number 1888425) of Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR.

"You/Your" means you, the person using Our Website and/or buying Goods from Us.

**HOW THESE TERMS AND CONDITIONS APPLY**

The Terms in Section A explain how Our Website must be used. They apply to ALL users of the Website. Section B also applies when You buy Goods using the Website or over the phone. We may amend the Terms from time to time and You are advised to check them regularly for any changes that We make.

When You use the Website, We may gather information about You and Your visit to the Website. Information about this can be found in Our [**Privacy Policy**](https://www.jdsports.co.uk/customer-service/privacy/), which forms part of these Terms. The [**Privacy Policy**](https://www.jdsports.co.uk/customer-service/privacy/) and these Terms together govern Our relationship with You and form the contract between us ("Contract").

## Part A - Terms of Website Use

[1. About this Website](https://www.jdsports.co.uk/customer-service/terms/)

This Website is aimed at consumers. The information on this Website is in English, all communications will be in English and the Website is designed to comply with English law. You may be viewing the Website in a market in which we do not commonly sell Our Goods and We cannot be held responsible for non-compliance with any local advertising or other laws in relation to this Website or its contents. We may restrict access to some parts of the Website to users who have registered with Us.  
  
This Website is operated by Us Our VAT registration number is 787440102

[2. Our Rights in the Website](https://www.jdsports.co.uk/customer-service/terms/)

The copyright and other ownership rights (known as "intellectual property rights") in this Website and its contents (including design, text, logos, trade names, graphics, software and any other material) are owned by Us or Our licensors. You must not (nor allow anyone else to) publish, copy, distribute or modify any of the content of this Website (© JD Sports Fashion Plc 2003-2019. All Rights Reserved.) Anyone may view this Website and print pages from it for personal use only, for browsing Our products and placing an Order with Us. Any other use is strictly prohibited without Our prior written consent. You must not make any copy of any material from the Website for any business related use whatsoever.  
  
You must not in any way copy, reproduce or use any trademarks, logos or brand names that appear on the Website. Linking to Our Website on other websites is at Our discretion and We may require that You stop providing links to Our Website at any time.  
  
We may use any information that You upload to the Website as We decide and We may also disclose that information to third parties.

[3. Website Content](https://www.jdsports.co.uk/customer-service/terms/)

We have taken great care in compiling this Website but neither We nor Our directors, employees or other representatives or any other companies within Our group of companies will be responsible for any damages, losses or costs however they arise as a result of Your use of or reliance on the Website. Although We aim to provide information that is accurate and up to date, We do not guarantee to do so. You are responsible for making sure that Your reliance on this Website is suitable for Your own purposes and the information that We provide is not intended to be advice You should rely on. The information contained on this Website is provided on an "AS IS" basis. To the fullest extent which the law allows, we exclude all warranties and representations of any kind with respect to this Website and its contents.  
  
We may change, remove or adapt the content of Our Website at any time and without advance notice.  
  
We may provide links to other websites. If we do this, those links are provided for Your convenience only and We cannot be responsible for the content or availability of those websites or Your use of them.  
  
We do not guarantee that this Website will always be available or be free from error, virus or similar.  
  
We are under a legal duty to supply Goods that are in conformity with the Contract and we aim to ensure that the product images on Our Website are as accurate as possible, but there may be slight colour variations between the Goods and the images shown online.

[4. How you must use this website](https://www.jdsports.co.uk/customer-service/terms/)

Submissions or comments by You that are in any way defamatory, abusive, obscene, unlawful, sexist, racist or may in any way cause offence to any person are strictly prohibited. You must not use any abusive language, be aggressive, swear, threaten, harass or abuse any other person, including but not limited to other users of this Website.  
  
All information that You submit should be accurate, truthful and should not be copied.  
  
You must use Your own identity at all times when using the Website and should ensure that all information You provide is accurate and up to date to the best of Your knowledge. You must not use information about any other person, except if You have their permission to do so.  
  
You must not corrupt the Website, flood it with information causing it to malfunction or use any features which may affect the Website such as any worms, viruses or similar harmful elements. The use of spam (that is, multiple, unsolicited or undesired bulk e-mails) is also forbidden.  
  
We will not be liable for any loss or damage that You suffer as a result of any harmful material infecting Your computer, data or other material due to Your use of Our Website.  
  
If You have a password as part of Our security procedures, You must treat that information as confidential and must not disclose it to anyone.  
  
We may refuse access to this Website to anyone who does not comply with these Terms.

## Part B – Terms of Sale

[5. Our Agreement for the Sale of Goods and the Ordering Process](https://www.jdsports.co.uk/customer-service/terms/)

5.1 The Website displays Goods that are advertised for sale, and gives information about them. By advertising Goods on the Website, We are inviting You to place an Order with Us. If You place an Order, We are not obliged to accept that Order. The Contract between You and Us will only be formed and completed upon actual despatch of the Goods to You (Neither submitting an electronic order form, nor completing the checkout process constitutes Our acceptance of Your Order). You may include any number of items within a single Order, subject to any restrictions set out in these Terms or on the Website. Each Order You place will be a separate Contract between Us. We reserve the right to refuse to supply Goods to any person.  
  
5.2 Any variation of the Contract by You must be expressly agreed between You and Us.  
  
5.3 The following paragraphs explain the process that You will need to go through to place an Order and how the Contract for the sale of Goods between us will be formed. This section also explains important information about payment and delivery.  
  
**Step 1 - Choosing Your Goods**  
  
You can select a product for purchase by clicking on the item that You are interested in, and then clicking on "Add to Basket".  
  
**Step 2 –Reviewing Your Basket**  
  
You can review the Goods that You have added to Your basket. You can change the contents of Your basket by amending the quantity of Goods You want to order (which may be subject to a maximum number of Goods, per size from time to time), removing any unwanted Goods by clicking 'Remove' and viewing the basket total value. You can also enter any promotional code that You may have. Entering a valid promotional code and clicking 'Redeem' will update the basket total. You can then continue shopping and adding to Your basket if You wish or if You don't want to buy anything else, go straight to the next step.  
  
**Step 3 – Going to Checkout**  
  
Once You have finished shopping, You can proceed to Checkout by clicking on "Checkout Securely" or by hovering over the basket icon in the top right hand corner of the page and then clicking "Checkout".  
  
**Step 4 – Customer registration**  
  
You will then be asked whether You are a guest or an existing customer. To register as a guest customer, You will be asked to provide Your e-mail address. We will then store that information for the purposes of processing Your Order, but it will not be recognised next time You visit the Website. Existing customers will be asked for a password and e-mail address to login, each time an Order is placed. Alternatively, You have the option to pay with PayPal at this stage by clicking on the PayPal link.  
  
**Step 5 – Completing Your Address and Delivery Details**  
  
If You are a guest Customer, You will be given a list of delivery options. Once You have chosen Your option, You will be asked to enter Your chosen delivery address or a town or postcode to find Your nearest collection point. If You are an existing Customer, You will be shown a list of any delivery addresses You have previously entered. You will have the option of selecting the same address for Your billing address. Alternatively, on the next screen You can enter a different billing address. You must provide us with the correct address details. We will not be liable for any delay or failure of delivery as a result of Your failure to provide accurate address details.  
  
**Step 6 – Your Order Summary and Payment Information**  
  
You will then need to choose Your payment method and enter Your payment details. Please check this information very carefully. You will then be given the option to save such details for Your next visit. If You are an existing customer and you have previously saved Your payment details, they will appear here. Your Order summary page will then appear in the right hand corner. This includes details of the Goods in Your Order. You should check the details carefully at this stage, as this is the final stage in the Order process at which You can correct any mistakes or change the Goods that You want to Order. You can do this by returning to the home page and completing the process set out above again. If You are happy with Your Order, click "Place Order & Pay".  
  
**Step 7 – Placing Your Order**  
  
By clicking on "Place Order & Pay", You are confirming that You have read, understood and accepted these Terms. At this point Your Order will be submitted to Us.  
  
**Step 8 – Order Acknowledgement**  
  
Once We have received confirmation that Your payment has been authorised, a screen will appear thanking You for Your Order. You will be given an Order reference and an e-mail will be sent to You to acknowledge Your Order. It will confirm the Goods, price and any delivery charge. You may print a copy of the Order acknowledgment and e-mail and keep them for Your records. Please note, Our acceptance of Your Order (regardless of the content of any emails we send you) will only take place on despatch of Your Order.  
  
5.4 We may refuse Your Order or cancel Your Order if we decide it is reasonable to do so. This may include circumstances where:  
  
5.4.1 We are unable to obtain authorised payment or the payment process is incomplete; or  
  
5.4.2 We identify a product or pricing error on the Website; or  
  
5.4.3 You fail to meet any criteria for eligibility of purchase which We may impose from time to time; or  
  
5.4.4 We suspect that Your Order is related to fraudulent activity; or  
  
5.4.5 You fail to submit all necessary and relevant details to allow Us to fulfil the Order; or  
  
5.4.6 Goods are unavailable or out of stock  
  
5.5 We may contact You by phone or email to verify details before We are able to process and despatch Your Order, or We may be unable to accept it. For example, We may do this if Your Order is of particularly high value.  
  
5.6 The Goods shown for sale on this Website are intended for private, consumer use and You must not resell Goods or offer them as a commercial enterprise. We will not be liable for any losses related to Your use of the Goods in the course of a business such as, lost profits, loss of business or business interruption. We reserve the right to limit the total value of Goods that can be included in an Order. If the total value of Goods in Your bag exceeds the limit that We may choose from time to time, then We will contact You and We reserve the right to cancel any bulk orders.  
  
5.7 Certain Goods will be delivered direct from some of our brand partners (“Brand Partner Orders”). You will be notified that Your Order is a Brand Partner Order either at the point of purchase or on despatch of the Goods. When Your Order is a Brand Partner Order, the contract for the sale of the Goods will remain between You and Us but all despatch and returns are directly from and to the brand partner. Promotions, discounts and Gift Card purchases are unavailable on Brand Partner Orders. If you have an item being shipped from JD in your basket as well you will be able to select a different delivery method for this item.  
  
Brand Partner Orders can’t be returned to a JD store or warehouse. Using the free returns label provided, it needs to be returned direct to the relevant brand partner within 14 days. If you’ve lost your returns label or need another, this can be requested free of charge from JD Customer Care. Exchanges aren’t possible for brand partner items.  
  
Please find further information on Brand Partner Orders below:  
  
**NIKE**  
  
This product will be delivered direct from Nike's warehouse.  
Nike Standard Delivery - delivered within 14 to 17 days for £3.99 or free over £70  
  
**ADIDAS**  
  
This product will be delivered direct from the Adidas warehouse  
  
Seller  
  
adidas (UK) Limited Pepper Road, Hazel Grove Stockport, Cheshire, SK7 5SA United Kingdom  
  
Companies House: 1075951 UK VAT registration number: GB 46.81.71.526  
  
It is available for Standard Delivery - delivered within 1 to 2 days for £3.99 or free over £70  
  
**REEBOK**  
  
This product will be delivered direct from the Reebok warehouse  
  
Seller  
  
Reebok (UK) Limited, Pepper Road, Hazel Grove Stockport, Cheshire, SK7 5SA United Kingdom  
  
Companies House: 1075951 UK VAT registration number: GB 46.81.71.526  
  
It is available for Standard Delivery - delivered within 1 to 2 days for £3.99 or free over £70  
  
**UNDER ARMOUR**  
  
This product will be delivered directly from the Under Armour warehouse.  
It is available for Standard Delivery - delivered within 3 to 5 days for £3.99 or free over £70.  
  
**GO OUTDOORS**  
  
This product will be delivered direct from the Go Outdoors warehouse.  
It is available for Standard Delivery - delivered within 5 to 7 days for £3.99 or free over £70

[6. Phone Orders](https://www.jdsports.co.uk/customer-service/terms/)

6.1 You may also place an Order over the phone by calling Us on 0161 3937055.  
  
6.2 Our phone lines are open 24/7.  
  
6.3 Calls are charged at no more than the standard rate.  
  
6.4 If You place an Order, We are not obliged to accept that Order. The Contract between You and Us will only be formed and completed upon despatch of the Goods (placing Your Order over the phone does not constitute Our acceptance of Your Order). You may include any number of Goods within a single Order, subject to any restrictions set out in these Terms or specified over the telephone. Each Order that You place will be a separate Contract between Us. We reserve the right to refuse to supply Goods to any person.  
  
6.5 You will be asked to provide Your delivery address or the nearest collection point that You wish to collect the Goods from. You will also need to provide Your billing address. You must provide us with the correct address details. We will not be liable for any delay or failure of delivery as a result of Your failure to provide accurate address details.  
  
6.6 You will then need to choose Your payment method and provide Your payment details. Please be very careful to provide us with accurate information as We will not be liable for any loss or failure of delivery as a result of Your failure to provide the correct payment details.  
  
6.7 We will ask You to confirm that You wish to place Your Order. By confirming You wish to proceed, You accept these Terms and acknowledge that You will be under an obligation to pay.  
  
6.8 Once We have received confirmation that Your payment has been authorised, You will be given an Order reference and an e-mail (where You have provided an e-mail address) will be sent to You to acknowledge Your Order. It will confirm the Goods, price and any delivery charge. You should keep this e-mail for Your records. This correspondence does not constitute Our acceptance of the Order.  
  
6.9 The provisions in paragraph 5.4 to 5.7 also apply to phone Orders.

[7. Price and Payment](https://www.jdsports.co.uk/customer-service/terms/)

7.1 Prices and delivery charges are as published on the Website when We accept Your Order. Prices include VAT and are in pounds sterling. Delivery charges are shown separately. All applicable delivery charges are as stated on the Website or as specified over the telephone at the time You place Your Order. The delivery charge for the Order is shown on the shopping basket page below Your chosen Goods. The delivery charge may vary depending on the value of Your Order (for example if Your Order is over a certain value, We may offer free delivery).  
  
7.2 We take all reasonable care to ensure that the price of the items indicated to You is correct, but We may amend prices at any time. If You notice there is a difference between a price at the time the Order is made and the price when We ship Your Order, You should inform our Customer Services and decide whether You wish to proceed with Your Order. If for any reason payment has already been taken, it will be re-credited to Your credit or debit account.  
  
7.3 Offers and promotions on the Website are subject to availability and We may change or withdraw them at any time and without notice. Nothing shall oblige Us to maintain offers or promotions for any period. Additional terms may apply, details of which will be displayed.  
  
7.4 We must receive payment for the Goods and any delivery charges in full, cleared payment before they are despatched.  
  
7.5 We accept payment via Paypal and most major credit and debit cards including Visa, Mastercard, Maestro and American Express. You must only use a card if You are the named cardholder. By placing an Order, You confirm that You are the authorised cardholder. All credit and charge card holders are subject to validation and security checks, as well as authorisation by the card issuer and any additional terms imposed by the issuer. If the issuer does not authorise payment, We will not accept Your Order and We will not be liable for any delay or non-delivery. You may also choose (depending on your country of residence) to pay via PayPal, WeChat Pay, Alipay, Union Pay subject to certain checks by those payment providers.  
  
7.6 Your card provider may charge You for using Your card. Please check the terms and conditions with Your card provider carefully and in advance of submitting Your payment details.  
  
7.7 If We do not have sufficient stock of Goods, We will notify You by e-mail or phone and Your credit or debit card transaction will be cancelled or refunded. We will do this as soon as possible and by no later than 30 (thirty) days from the date of Your Order. We will not be responsible for any compensation if the Goods that You order are not available for any reason.  
  
7.8 We will validate the names, addresses and other details supplied by You against commercially available records (including Electoral Roll data and credit reference services). We may also use third parties to do this. Information that You provide to Us may be disclosed to a registered credit reference agency, which may keep a record of the information. By ordering from Us You agree to such checks. Please refer also to Our Privacy Policy. These measures are taken to protect You and to ensure Your shopping experience with Us is as secure as possible.

[8. Returns](https://www.jdsports.co.uk/customer-service/terms/)

**If You Change Your Mind**  
  
8.1 You have a legal right to cancel the Contract (subject to certain exceptions set out below) without giving any reason within 14 days of the day after You receive the Goods. This is the “Cancellation Period”.  
  
8.2 You can cancel by sending Us the cancellation form provided or by letting Us know in any other way by post to Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR; by e-mail to [**customercare@jdsports.co.uk**](mailto:customercare@jdsports.co.uk); or over the phone on 0161 3937055. You should keep evidence of having given notice of cancellation, such as an e-mail receipt.  
  
8.3 You must return the Goods to Us (at your own risk and cost) within 14 days of notifying Us that You wish to cancel by sending them (by recorded delivery or courier) to:  
  
JD Sports Internet Returns  
Door 2  
Michael Faraday Avenue  
Kingsway Business Park  
Rochdale  
OL16 4FW  
  
or alternatively, if You paid using a debit or credit card, by taking them to back to one of Our JD stores, together with the delivery note as proof of purchase. We will not be responsible for any costs associated with returning the Goods to Us.  
  
8.4 The Goods must be returned unused and in good condition with the original packaging.  
  
8.5 If the nature of the Goods means that You cannot return them by post, You will be responsible for the cost of couriering the Goods to Us; if You contact Customer Services we will try to provide You with an estimate of the courier cost.  
  
8.6 Within 14 days of receiving the returned Goods or proof of postage of the same, We will ordinarily refund the full purchase price, together with the standard delivery charge paid. If You chose to pay extra for express delivery, We will only refund the cost of standard delivery. Please note though that if You want to return only some Goods but keep the rest of Your Order, You may not be entitled to a refund of the delivery charge.  
  
8.7 You do not have the legal right to cancel any Goods that have been personalised to your requirements (for example, football shirts featuring Your name).  
  
8.8. For any purchases made throughout the Christmas returns period and from now returns will be accepted for both online & instore purchases for 28 days after our stores re-open  
  
**If Things Go Wrong (Faulty Goods)**  
  
8.9 We warrant that the Goods that we supply are of satisfactory quality and are fit for the purpose for which Goods of that nature are commonly supplied.  
  
8.10 If You return Goods to Us for a reason other than if You change Your mind, We will inspect the Goods and either replace them or refund the full purchase price of the Goods if we accept that there is a manufacturing defect or other fault in the Goods. This is subject to You returning the Goods to Us no later than 30 days after Your receipt of the Goods. From Friday 16th October 2020 - Monday 4th January 2021 our refund and exchange policy will be relaxed so that refunds and exchanges will be given at any time during this period.  
  
8.11 We will replace the Goods or refund You, provided that the defect or fault is not; caused by usual wear and tear, damage caused deliberately or accidentally, Your negligence or if You fail to follow product instructions or if the Goods have been misused, altered or repaired without Our approval. Any refund will also include any delivery charges that You have paid and Your cost of returning the Goods to Us. If We do not find any fault or defect, then Your cancellation and refund rights are limited to those set out in paragraph 8.1 above, although this does not affect Your statutory rights. Subject to paragraph 9 below, the remedy in this paragraph 8.11 represents Our entire liability to You for any claim in respect of the Goods that the law provides, in so far as We are permitted to limit Our liability to You.  
  
8.12 If You believe that Goods have a defect then You should not make any further use of them before returning them to Us. Nothing in these Terms shall affect Your statutory rights. These are Your rights granted by law and which cannot be changed by Us.  
  
8.13 If You wish to return Goods in accordance with paragraph 8.12 You may either:  
  
8.13.1 return the Goods to Us in an unused, reasonable condition to the returns address in paragraph 8.3; or  
  
8.13.2 if You have paid using a credit or debit card You can return the Goods in a reasonable condition to any UK JD store, together with the despatch or delivery note as proof of purchase.  
  
8.14 We will aim to process Your refund or replace the Goods as soon as possible, but will do so within 30 (thirty) days of You returning the Goods to Us. If You have paid using a credit or debit card and You choose to return Goods to one of Our stores, any refund or replacement due may be made at that time, except any delivery charge refunds which will be processed separately. We reserve the right to send any Goods that You claim are faulty to Our inspections team.  
  
8.15 Brand Partner Orders are shipped direct from our brand partners and should be returned to the relevant brand partner (not JD), using the free returns label supplied to You. The brand partner (not JD) will confirm and trigger any refund. Please note that exchanges are not available for Brand Partner Orders and Brand Partner Orders cannot be returned to any JD store.  
  
8.16 Whenever You return Goods to Us, either because You believe they are faulty or because You change Your mind, We ask that Goods are returned to Us by recorded delivery or courier so that You have proof of posting. We will not be responsible for Goods that are lost or damaged in the post.  
  
8.17 Please note that exchanges aren't possible by post, if you would like to exchange your order, then please return to store within 28 (twenty-eight) days of the day after you receive Goods.

[9. Our Liability](https://www.jdsports.co.uk/customer-service/terms/)

9.1 NOTHING IN THE CONTRACT OR ELSEWHERE WILL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FRAUD OR LIABILITY THAT WE ARE RESPONSIBLE FOR IN RELATION TO CONSUMER PROTECTION RIGHTS OR FOR ANY OTHER MATTERS, WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.  
  
9.2 We are not responsible to You for loss or damage of a kind that We could not reasonably have foreseen, which results from You misusing the Goods, or loss and/or damage as a result of wear or tear or otherwise from a Good which is damaged after it was delivered to You.  
  
9.3 Many of the Goods that We offer for sale are fashion items and may not be suitable for sports or other activities. You should therefore satisfy yourself that items are suitable for the type of sports activity that You wish to use them for.

[10. Delivery](https://www.jdsports.co.uk/customer-service/terms/)

10.1 We aim to deliver the Goods within the indicative timescales shown on Our Website. References to "working day" shall mean any day of the week, excluding weekends and Bank Holidays. However, time is not of the essence for delivery or performance and all delivery dates specified on our Website and in any correspondence are estimates only. This means that We will not be responsible if Goods are delivered outside those times and We will not be liable for the consequences of any delay. If We are unable to deliver the Goods within the indicated timescale, We shall use reasonable efforts to tell You this by e-mail and give You an amended delivery estimate.  
  
10.2 If the Goods You have ordered are out of stock then We will let you know by e-mail.  
  
10.3 If You Order more than one product, We do not guarantee that all Goods will be delivered to You in one delivery, and We reserve the right to deliver in multiple consignments.  
  
10.4 Ownership of the Goods will only pass to You upon delivery of the Goods. The Goods will be at Your risk from the time of delivery and You should therefore take reasonable care of them.  
  
10.5 If the Goods or quantity that You receive are not as You ordered due to Our error, then You should inform Us by phone or email using the contact details set out at paragraph 8.2- as soon as possible after You receive the Goods and become aware of the error. We will make good any error. We will also reimburse to You any delivery costs that You incur in sending the incorrect Goods back to Us.  
  
However, we ask You to contact Us in advance to arrange Your return. Any Goods that You receive in error and intend to return should not be used by You.  
  
10.6 Goods will be delivered to the address that You provide in the Order process, however delivery practices may vary depending on which carrier is delivering the Goods. You must provide a valid address for delivery. The delivery method that We use may vary depending on the nature and number of the Goods. We shall select what We think is the most appropriate delivery method for the Goods. For further information on deliveries please see [**Delivery Info**](http://jdsports-ws.numerointeractive.com/websuite/en/faq?brand=JD&&action=topic&&tax=JD%20Sports%20Taxonomy&&topic=cc5a4433-b041-43d4-bcec-22986ac36937).  
  
10.7 We reserve the right to make alternative arrangements for delivery, which will depend upon the carrier We use to deliver the Goods. This may include leaving the Goods with a neighbour or in a safe place in or around Your property.  
  
10.8 If the Goods are not delivered on the date expected, You should notify us of such non-delivery within 30 days of such failure of delivery.  
  
10.9 As a result of various international carrier restrictions, certain products We sell are not eligible for international delivery. This will either be detailed in the item product description, at the checkout stage when You add such items to Your basket or, in limited circumstances, We may have to cancel Your Order and issue You with a full refund.

[11. Our Rights in the Goods](https://www.jdsports.co.uk/customer-service/terms/)

All intellectual property rights in the Goods including all designs, trademarks, brand names, images and logos are and shall remain Our property, or those of Our licensors. At no time shall any rights, title or interest in the intellectual property rights pass to You.

[12. General](https://www.jdsports.co.uk/customer-service/terms/)

12.1 We will not be in any way responsible to you for a failure to sell goods that you wish to buy; for a failure to comply with our obligations under the contract; or for costs or liabilities which you incur as a result of any circumstances beyond our reasonable control – including but not limited to any act of God, flood, fire, trade dispute, lack of third party materials and services, or terrorist acts.  
  
12.2 The Contract between You and Us is binding. You may not transfer or assign Your rights or obligations to another person without Our express agreement. We may transfer or assign Our rights and obligations under the Contract, or appoint third parties to assist Us in performing Our obligations at any time, provided that this will not reduce Our obligations to You.  
  
12.3 If any clause of this Contract is found in any way to be void by a Court or other competent authority, then all other clause of the Contract will continue to apply.  
  
12.4 If either We or You do not at any time act on any rights that we have under this Contract, then it will not affect the rights of either of us to enforce any rights at a later stage. If either of us chooses not to rely on a right which we have, it will not affect any other rights that either of us has.  
  
12.5 The Contract is subject to English law and both We and You agree that any dispute arising under or connected to it will be decided by the English courts.  
  
12.6 We may amend these Terms at any time and without notice to You. Any change will take effect immediately after being posted on the Website and will be deemed to be accepted by any person who uses the Website. Where You have already placed an Order, the Contract will remain subject to the version of the Terms that were in place at the time when You placed Your Order, subject to any changes expressly agreed between You and Us.  
  
12.7 Nothing in these Terms seeks to exclude or limit any rights available under applicable law which cannot be excluded or limited. This means that these Terms will not change any rights that the law grants to You, which that law does not allow Us to change or limit.  
  
12.8 A person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, which means that only We and You have rights under it. This does not affect any right or remedy of any person that exists or is available otherwise than under that Act.  
  
12.9 The Contract is the entire agreement and understanding between Us in respect of its subject matter, and will supersede and replace any prior agreements, understandings or arrangements whether written or verbal. We each acknowledge that in entering into the Contract, neither of us has relied on any representation or promise given by the other or implied from anything said or written other than as specifically set out in the Contract or on the Website. If You are uncertain as to Your rights under the Contract or You want any explanation about them, please write to or email our customer services department at the address set out above.  
  
12.10 We have a procedure for investigating complaints and for dealing with queries about Our Website. Please see our [**Customer Charter**](http://jdsports-ws.numerointeractive.com/websuite/en/faq?brand=JD&&mode=topic&&action=answer&&tax=JD%20Sports%20Taxonomy&&answer=187907f4-0691-4677-b9db-5dfc4042405b&&back=faq?action=topic&&tax=JD+Sports+Taxonomy&&topic=93d5fec5-8f1d-4d1c-8b00-d3176c96e8e2&&page=1) or contact customer services:  
  
JD Sports Fashion Plc  
Hollinsbrook Way,  
Pilsworth,  
Bury,  
Lancashire  
BL9 8RR.  
  
Email: [**customercare@jdsports.co.uk**](mailto:customercare@jdsports.co.uk)  
  
If We are unable to resolve Your complaint, You may consider submitting a complaint via the Online Dispute Resolution service (see [**http://ec.europa.eu/odr**](http://ec.europa.eu/odr)). This is an independent portal provided by the European Union.

[13. JDX Unlimited Terms and Conditions](https://www.jdsports.co.uk/customer-service/terms/)

* + For a single payment of £9.99, enjoy early access to JD events, product launches and unlimited delivery for 12 months for a single payment of £9.99
  + How can you subscribe? You can subscribe to JDX Unlimited from your JD IOS or Android app. You must have a registered JD customer account and be logged in to your customer account to use JDX Unlimited.
  + How long does it last? JDX Unlimited is valid for 12 months from the date of purchase.
  + Are you eligible? JDX Unlimited is only available to individuals aged 16 years and older residing in the UK. JDX Unlimited is not available for purchase in conjunction with another promotion.

**JDX Unlimited Delivery**

* + Are there any delivery restrictions? JDX Unlimited Delivery is available for delivery to UK addresses only. Postcode restrictions may apply to certain delivery methods. You can check postcode restrictions [**here**](https://www.jdsports.co.uk/page/faqs/orders-and-delivery/). You are responsible for checking that your postcode is eligible before purchasing. We will not be responsible or liable for failure to provide JDX Unlimited Delivery to you should your postcode not be eligible to receive JDX Unlimited Delivery. Subject to any statutory rights that you may have, you shall not be entitled to a refund if your postcode is not eligible to receive JDX Unlimited Delivery.
  + How do you use JDX Unlimited Delivery when making a purchase? When placing an order via our IOS and Android app, you can select to use JDX Unlimited Delivery as part of your delivery options. Your order will be placed in accordance with our purchase terms and conditions. We draw your attention to our delivery [**FAQs**](https://www.jdsports.co.uk/page/faqs/orders-and-delivery/) and the delivery terms in our [**standard purchase terms and conditions**](https://www.jdsports.co.uk/customer-service/terms/), which apply in addition to these terms and conditions. In particular, time will not be of the essence for delivery or performance and all delivery dates specified in these terms and conditions, on our website and in any correspondence are estimates only. This means that we will not be responsible if goods are delivered outside those times and we will not be liable for the consequences of any delay.
  + How many times can you use JDX Unlimited Delivery? You can order with JDX Unlimited Delivery as many times as you like provided that you use JDX Unlimited Delivery for personal use only and provided that you use JDX Unlimited Delivery strictly in accordance with these terms and conditions.

**JD-X Birthday Gift Card**

* + As a JDX member you may be eligible for a birthday treat and receive a JD-X Birthday Gift Card!
  + Any purchase using the £10 JD-X Birthday Gift Card requires a minimum spend of £10.01

**Early access to product launches**

* + What can you get early access to? You can get early access to selected JD product launches. Such access will be exclusively available to JDX Unlimited customers.
  + Are there any restrictions on product launches? You are only able to purchase one product per launch. JD reserves the right to cancel any multiple orders placed. Access to JD product launches will be provided on a first come first served basis and subject to availability. Such access will be available via the JD app only and will not be available via the JD website or instore.
  + How will I know about the product launches? Details of access will be shared with JDX Unlimited customers ahead of each launch via email, the JD app and/or SMS.

**Early access to JD events**

* + Which events can I get early access to? You can get early access to selected JD sponsored, JD partnered events and JD shopping events.
  + Are there any restrictions on being able to access JD events? Access will be provided on a first come first served basis and subject to availability. We reserve the right to cancel any JD events.
  + How will I know about the JD events? Details of each JD event will be shared with JDX Unlimited customers ahead of each launch via email, the JD app and/or SMS. Such access will be available via the JD app only and shall not be available via the JD website or instore.
  + JDX Unlimited members will be given an exclusive 20% discount on products contained within the JDX International Women's Day campaign link between 9am on 08/03/21 and 9am on 09/03/21.

**Changes to your JDX Unlimited subscription and/or these terms and conditions**

* + We reserve the right (at our sole discretion) to accept or refuse your subscription to JDX Unlimited and to change these terms and conditions (including the delivery service valid in this subscription) at any time.
  + If we consider (at our sole discretion) that you are misusing JDX Unlimited in any way (including by breaching these terms and conditions), we reserve the right to terminate your subscription immediately without notice and no refund will be given to you. You are responsible for using JDX Unlimited in accordance with these terms and conditions.
  + We will inform you of any significant changes to these terms and conditions. All other applicable terms and conditions apply.
  + We may, at our sole discretion, decide to terminate your JDX Unlimited subscription. If we do so, you may (at our sole discretion) be given a prorated refund, based on the number of whole months remaining in your subscription. We will not give any refund for termination related to conduct that we determine, in our discretion, violates these terms and conditions or any applicable law, involves fraud or misuse, or is harmful to our interests or another user.

**Cancellation Rights**

* + You can cancel your subscription to JDX Unlimited and receive a refund of the subscription cost in full within the first 14 days of purchasing JDX Unlimited. You may choose to cancel by notifying us of your intention to cancel by post to JDX Unlimited, JD Sports Fashion Plc, Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR; by e-mail to customercare@jdsports.co.uk; or over the phone on 0161 393 7055. You should keep evidence of having given notice of cancellation, such as an email receipt.

[14. Slice it in 3 or pay in 30 days with Klarna](https://www.jdsports.co.uk/customer-service/terms/)

What is Pay in 3?

* + Pay in 3 allows you to spread the cost of your purchase over 3 equal payments. The payment for each instalment will automatically be collected from the debit or credit card entered at checkout. Your first instalment will be collected when your order is confirmed and instalments 2 and 3 are scheduled 30 and 60 days later, respectively.

What is Pay in 30 days?

* + Klarna gives you the chance to try before you buy. Once your order is confirmed, you'll receive an email with payment instructions within two days from Klarna. You'll then have 30 days to try on your order and only pay when you’re happy. Complete the payment online, at your convenience, with no extra cost. You can pay via credit or debit card in Klarna.app or by logging into [**www.klarna.com/uk**](https://www.klarna.com/uk).

Am I eligible for Klarna?

* + To use Pay later in 30 days you must be at least 18. Whilst this option is widely promoted, Pay later in 30 days is subject to your financial circumstances. When choosing Pay later in 30 days, our assessment will not affect your credit rating.

What do you need to provide when making a purchase using Klarna?

* + You will need to provide your mobile phone number, email address, current billing address and a debit or credit card. The mobile number is required in case Klarna need to reach you regarding payment. Klarna will send all other communications to you via your email address. It is important that you provide your correct details at checkout, otherwise you will not receive your payment schedule and any updated order information.
  + Payment information is processed securely by Klarna. No card details are transferred to or held by JD Sports. All transactions take place via connections secured with the latest industry standard security protocols.
  + In order to be able to offer you Klarna’s payment options, we will pass to Klarna certain aspects of your personal information, such as contact and order details, in order for Klarna to assess whether you qualify for their payment options and to tailor the payment options for you. General information on Klarna you can find [**here**](https://www.klarna.com/uk/). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in [**Klarna’s privacy policy**](http://cdn.klarna.com/1.0/shared/content/legal/terms/Klarna/en_gb/privacy).
  + You can also review our JD Sports privacy policy [**here**](https://www.jdsports.co.uk/customer-service/privacy/).

What happens if I cancel or return my order?

* + As soon as JD Sports have accepted your cancellation/return, then Klarna will cancel the statement or refund your payment. The return will be reflected in the Klarna app immediately.

What happens if I don't pay for my order?

* + Klarna will automatically attempt to collect your payment for your Klarna purchase from the debit or credit card you entered at checkout. If Klarna are unable to collect your payment on the scheduled due date, Klarna will make one further attempt to automatically collect payment two days later. Should the last payment fail, Klarna will issue you a statement for the full outstanding order amount, which will become payable 15 days later. Klarna will notify you when a payment is due two days in advance of attempting to collect your payment.
  + You can find more information about Klarna and Slice it in 3 or pay in 30 days [**here.**](https://www.jdsports.co.uk/customer-service/privacy/)

[15. eGift cards](https://www.jdsports.co.uk/customer-service/terms/)

Buying an eGift card

* + You can purchase eGift cards online via our website [**www.jdsports.co.uk**](https://www.jdsports.co.uk/customer-service/terms/www.jdsports.co.uk)
  + The minimum amount that can be loaded onto an eGift card is £5 and the maximum amount is £300.
  + Your eGift card can be used by you, or given as a gift.

How do I use my eGift card?

* + You can check your remaining balance via the above website using the eGift card **balance checker**.
  + eGift cards will expire 12 months from the date of purchase. If not used within this time, we will not refund any remaining balance. This 12-month period will renew for a further 12 months after each purchase using the eGift card and/or after each time you request a balance check of the eGift card.
  + We will not be responsible if an incorrect email address is submitted at the time of purchase. If the eGift card you purchase is sent to someone else, it will not be replaced, or its value refunded. We will not be responsible if your eGift card is lost or stolen.
  + eGift cards are valid in-store and online at [**www.jdsports.co.uk**](https://www.jdsports.co.uk/customer-service/terms/www.jdsports.co.uk) or on the JD Sports App.
  + The value of your purchase(s) will be deducted from the balance on your eGift card; any remaining balance can be used against future purchases.

Returning an item purchased with an eGift card

* + If you purchase goods online (in full) using an eGift card, after your item has been returned via post, your refund will be credited to a new eGift card and not by any other means, including cash or bank transfers. See our [**Returns Policy**](https://www.jdsports.co.uk/customer-service/returns/) for more information on returns.
  + If you purchase goods online in excess of the value of the eGift card and pay (in part) using an eGift card and pay the extra (in part) using another payment method, then after your item has been returned via post, the amount you paid via the eGift card will be credited to a new eGift card and not by any other means, including cash or bank transfers. The amount you paid using another payment method will be credited using that same payment method.
  + All transactions on the JD Website are subject to various security checks, including E-Gift Cards. E-Gift cards are normally delivered within 60 minutes if immediate delivery is selected at checkout, however in certain circumstances this time will vary ( please allow up to 12 hours ) to allow us to complete all security checks.

eGift card exclusions

* + eGift cards are not a cheque guarantee or a credit card. eGift cards cannot be refunded or exchanged for cash. eGift cards cannot be re-sold. JD cannot be held liable for lost or stolen eGift cards or be used without with permission of the owner.
  + eGift cards are not for re-sale and cannot be exchanged for cash. You cannot use Klarna, Paypal Credit or JDX Pay to purchase an eGift card.
  + eGift cards cannot be used in conjunction with any other discount or promotion online at the time of purchase, but student discount may be used when spending using the eGift card. eGift cards cannot be used to purchase items delivered directly by a supplier e.g. Adidas or Nike.
  + You cannot use your eGift card to discharge indebtedness in respect to JDX Pay.
  + You can use eGift cards on our UK site when you place an order for international delivery, but you cannot use an eGift card if you’re placing an order on one of our international sites.
  + JD reserves the right to amend, waive or add any further terms and conditions necessary due to legal, security or regulatory reasons. Notice of any changes to those terms and conditions will be displayed in stores and on our website [**www.jdsports.co.uk**](https://www.jdsports.co.uk/customer-service/terms/www.jdsports.co.uk).
  + JD reserves the right to refuse redemption of an eGift card where we reasonably believe that the eGift card has been altered, copied, corrupted or otherwise used in any fraudulent way.
  + An order confirmation email and text will be sent to the purchaser following purchase of an eGift card.
  + If you find that your eGift card is not accepted at checkout, check the eGift card number and pin number you’ve entered and try again. If you continue to experience any further issues email [**customercare@jdsports.co.uk**](mailto:customercare@jdsports.co.uk) or call us on 0161 393 7055.
  + When placing an order, you agree to receive marketing emails from us. For our privacy policy click [**here**](https://www.jdsports.co.uk/customer-service/privacy/).

[16. Ultimate Gift Cards](https://www.jdsports.co.uk/customer-service/terms/)

Buying an Ultimate Gift Card

* + You can purchase an Ultimate Gift Card online via our websites [**www.jdsports.com**](http://www.jdsports.com/), [**www.scottsmenswear.com**](http://www.scottsmenswear.com/). [**www.tessuti.co.uk**](http://www.tessuti.co.uk/), [**www.blacks.com**](http://www.blacks.com/), [**www.millets.co.uk**](http://www.millets.co.uk/), [**www.ultimateoutdoors.com**](http://www.ultimateoutdoors.com/) or at any JD, scotts, Tessuti, Blacks, Millets or Ultimate Outdoors store.
  + The minimum amount that can be loaded onto an Ultimate Gift Card is £5 and the maximum amount is £300.
  + Your Ultimate Gift Card can be used by you if you are the purchaser, or given as a gift. You can use the Ultimate Gift Card in full or part payment.

How do I use my Ultimate Gift Card?

* + You can check your remaining balance on the above websites using the Ultimate Gift Card **balance checker**.
  + Ultimate Gift Cards are not for re-sale and cannot be exchanged for cash. You cannot use Klarna, Paypal Credit or JDX Pay to purchase an Ultimate Gift Card.
  + Ultimate cards are valid to use in-store and online.
  + Ultimate Gift Cards will expire after 12 months from the date of purchase. If not used, we will not refund any remaining balance. This 12 month period will renew for a further 12 months after each purchase using the Ultimate Gift Card and/or after each time you request a balance check of the Ultimate Gift Card.
  + If ordered online your Ultimate Gift Card will be delivered within 5 working days from your order date. We will not be responsible if the delivery address is inputted incorrectly nor if there are any delays with the carrier. If your Ultimate Gift Card goes to someone else, it will not be replaced or its value refunded. We will not be responsible if your gift card is lost, stolen or damaged.
  + The value of your purchases will be deducted from the balance on your Ultimate Gift Card; any remaining balance can be used against future purchases.

Returning an item purchased with an Ultimate Gift Card

* + Subject to our [**Returns Policy**](https://www.jdsports.co.uk/customer-service/returns/), once an item has been returned to one of our stores, your refund may be credited to (i) your original Ultimate Gift Card or (ii) a new Ultimate Gift Card should the full amount on your original Ultimate Gift Card have been used and not by any other means including cash or bank transfers.
  + If you purchase goods instore in excess of the value of the Ultimate Gift Card and pay (in part) using an Ultimate Gift Card and pay the extra (in part) using another payment method, then after your item has been returned to one of our stores, the amount you paid using another payment method will be credited using that same payment method.

Ultimate Gift Card exclusions

* + Ultimate Gift Cards are not a cheque guarantee or a credit card.
  + Ultimate Gift Cards cannot be refunded or exchanged for cash. Ultimate Gift Cards cannot be re-sold. JD cannot be held liable for lost, stolen or damaged cards or be used without with permission of the owner. Ultimate Gift Cards cannot be used in conjunction with any other discount or promotion online at the time of purchase, but student discount may be used when spending using the Ultimate Gift Card. Ultimate Gift Cards cannot be used to purchase items delivered directly by a supplier e.g. Adidas or Nike. You cannot use your Ultimate Gift Card to discharge indebtedness in respect to JDX Pay.
  + You can use Ultimate Gift Cards on our UK sites when you place an order for international delivery, but unable to use an Ultimate Gift Card if you’re placing an order on one of our international sites.
  + JD reserves the right to amend, waive or add any further terms and conditions necessary due to legal, security or regulatory reasons. Notice of any changes to those terms and conditions will be displayed in stores and on our website at [**www.jdsports.com**](http://www.jdsports.com/) [**www.scottsmenswear.com**](http://www.scottsmenswear.com/). [**www.tessuti.co.uk**](http://www.tessuti.co.uk/), [**www.blacks.com**](http://www.blacks.com/), [**www.millets.co.uk**](http://www.millets.co.uk/), [**www.ultimateoutdoors.com**](http://www.ultimateoutdoors.com/) or at any JD, scotts, Tessuti, Blacks, Millets or Ultimate Outdoors store.
  + An order confirmation email and text will be sent to the purchaser following purchase of an Ultimate Gift Card.
  + JD reserves the right to refuse the redemption of an Ultimate Gift Card where we reasonably believe that the Ultimate Gift Card has been altered, corrupted, copied or otherwise used in any fraudulent way.
  + If you find that your Ultimate Gift Card is not accepted at checkout, check the serial number and online security code you’ve entered and try again. If you continue to experience any further issues email [**customercare@jdsports.co.uk**](mailto:customercare@jdsports.co.uk). or call us on 0161 393 7055.
  + When placing an order, you agree to receive marketing emails from us. For our privacy policy click [**here**](https://www.jdsports.co.uk/customer-service/privacy/).

[17. Competition Terms](https://www.jdsports.co.uk/customer-service/terms/)

17.1 By taking part in any promotion by Us, You must accept and agree to the particular terms and conditions of that promotion. If You do not agree with the terms and conditions, then You should not take part in the promotion.  
  
17.2 Each promotions terms will be communicated to You when entering. Each promotion will differ based on the prize on offer, how to win, who can enter and type of promotion. It is your responsibility to ensure that You review the terms and conditions before entering each promotion.  
  
17.3 You should be aware of any exclusions from the prize and closing dates of entry.  
  
17.4 By submitting any films or photographs as part of the promotion, entrants agree that We (and Our affiliates) may use any films or photographs uploaded to market and promote the promotion and for general marketing purposes, both during the promotion and after the promotion has ended. Entrants will retain ownership of their copyright in such submissions.  
  
17.5 In the event that, after reasonable efforts, We cannot contact promotion winners, We reserve the right to pick another winner and the original winner will be considered to have waived his/her right to the promotion prize.  
  
17.6 When entering, by ticking the appropriate opt-in boxes, You agree that You will receive regular communication from Us (and Our affiliates). We will use personal information that You provide, or which We obtain through our dealings with You, to sign You up to marketing materials provided by Us to administer the promotion. We may also use Your personal data to tell You about Our products and offers, and for market research including analysis and development of Our products and customer relationships. For full details on how We use Your information, view our Privacy Policy here: [**http://www.jdsports.co.uk/customer-service/privacy**](http://www.jdsports.co.uk/customer-service/privacy). You can unsubscribe at any time by following the instructions contained in the promotional emails. If You do not wish to receive marketing communication from Us, please do not tick the appropriate opt-in boxes when entering the promotion.  
  
17.7 By taking part in the promotion, entrants may be invited to participate in publicity at Our request if they are a winner of the promotion. Entrants agree that We (or any third party nominated by Us) may in our sole discretion use their comments relating to the prize and their experience for future promotional, marketing and publicity purposes in any media worldwide, without notice and without any fee being paid (including for the avoidance of doubt when responding to any third party). Any use of images or other personal information that could identify entrants will be subject to the entrants’ consent.

[18. Nike Terms of Sale](https://www.jdsports.co.uk/customer-service/terms/)

Please read these Terms of Sale carefully before ordering products online from NIKE. These Terms of Sale (“Terms of Sale”) apply if you are using a website or mobile app operated by one of NIKE’s partners (“Platform”) and have placed an order for NIKE products from NIKE. You are entering into a contract with NIKE for the purchase of NIKE products. NIKE works with e-commerce partners to offer you a wider range of NIKE products across different partner Platforms. If you are looking at a product which will be sold to you by NIKE, rather than the Platform operator, this will be notified to you on the product page of the Platform.  
  
Separately, some orders for NIKE products from the Platform will be sold to you by the Platform operator. In this case these Terms of Sale will not apply and your contract will be between you and the Platform.  
  
Your use of the Platform is also governed by the Platform terms and conditions and privacy policy as displayed on the Platform from time to time and incorporated these Terms of Sale by reference. If there is a conflict between the Platform terms and conditions and these Terms of Sale, these Terms of Sale shall prevail.  
  
All references below to “NIKE products” or “products” in these Terms of Sale shall be to products that are sold by NIKE to you over the Platform.  
  
**APPLICABILITY**  
  
These Terms of Sale create a legally binding agreement between you and NIKE and its affiliates (which we may refer to as “NIKE,” “we,” “us,” or “our”) regarding orders placed for NIKE products available on the Platform and sold directly by NIKE. NIKE may revise these Terms of Sale without notice by posting revised Terms of Sale on the Platform. The Terms of Sale posted on the Platform at the time you place your order on the Platform will govern that purchase. Please read these terms carefully and check that the details of your order are complete and accurate before submitting your order. If you think that there is a mistake, please contact the Platform via the help section of the Platform.  
  
**PLACING ORDERS ON THE PLATFORM**  
  
ELIGIBILITY TO ORDER  
  
To place an order on the Platform you must be at least 16 years old, or older if that is required under applicable law to enter into an agreement with NIKE, and a consumer - not a reseller. NO PURCHASE FOR RESALE  
  
The NIKE products available for purchase on the Platform are intended solely for sale direct to end consumers, and therefore purchase of NIKE products for resale is strictly prohibited. Purchase for resale means the purchase of NIKE product by someone who resells, or intends to resell, the NIKE product to others (consumers, businesses or any third party). If NIKE believes you are involved in purchase for resale, NIKE reserves the right to take any action against you, including, without limitation, to restrict sales to you or cancel your orders.  
  
HOW TO ORDER  
  
When you submit an order for NIKE products via the Platform you will receive an email from the Platform acknowledging receipt of your order. Our acceptance of the order takes place when the products are shipped to you – the Platform will send you an email confirming that the products have been shipped (“Order Confirmation”). At this point a contract, containing these Terms of Sale, comes into existence and is binding on you and us (the “Contract”). We recommend that you print or download a copy of these Terms of Sale and the relevant Order Confirmation for future reference. If we are unable to supply you with a product, you will be informed by the Platform of this in writing and we will not process the order.  
  
OUR RIGHT TO REJECT YOUR ORDER OR CANCEL A CONTRACT  
  
Fulfillment of all orders on the Platform is subject to availability. We explicitly reserve the right not to accept your order for any reason. We also reserve the right to cancel a Contract in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled (and you will be informed by the Platform of this by written notice to you if we exercise this right):  
  
• the product is not available / in stock;  
• your billing information is not correct or not verifiable;  
• your payment has not been received;  
• your order is flagged up by our security systems as an unusual order or an order susceptible to fraud;  
• you are under 16, or under an older age if an older age is permitted under applicable law to enter into an agreement with NIKE;  
• you are a reseller;  
• there was an error in the price displayed on the Platform;  
• we could not deliver to the address provided by you; or  
• due to an Event Outside Our Control (see below).  
  
  
PAYMENT  
  
You can find the available payment methods in the help section of the Platform. You must comply with all payment terms imposed by the Platform operator. Payments can only be processed if the billing information can be verified.  
  
TITLE TRANSFER  
  
We retain title in any NIKE product(s) until we have received full payment for such product(s).  
  
PRICES AND CURRENCY  
  
The product prices displayed on the Platform are inclusive of Value-Added Tax (VAT), as applicable. Shipping rates are applied per order. The exact shipping rates depend on where your order is being delivered to and the delivery option you select. For details on shipping rates please see the relevant page on the Platform website.  
  
Where the Platform allows for delivery to more than one country, if you change the country of delivery while browsing or during check out, prices from that moment may be quoted in a different currency. Please note that changing the country of delivery may have an influence on the price due to a change in currency or to country specific pricing.  
  
YOUR TOTAL PRICE  
  
The total price specified in the final check out screen includes tax and shipping costs. This price will be recorded in the Order Confirmation, which we recommend you print or download for future reference.  
  
If your local currency is different from the currency in which the prices are quoted, your bank will apply an applicable exchange rate which is beyond our control.  
  
PRICE CHANGES  
  
The prices of the products will be as displayed on the Platform. Prices may change from time to time, but changes will not affect any order which we have confirmed in an Order Confirmation.  
  
SHIPPING & DELIVERY  
  
DELIVERY – WHERE AND WHEN  
  
We do not ship on certain public holidays. Please refer to the help section of the Platform for delivery dates, times, permitted delivery locations, and delivery methods.  
  
SPLIT DELIVERY  
  
Where possible, we try to deliver all NIKE items which you have ordered at the same time. We reserve the right to split the delivery of your order, for instance if part of your order is delayed or unavailable, or where part of your order is being fulfilled by NIKE and part by the Platform operator. If we split your order, the Platform may notify you by sending you an e-mail to the e-mail address provided by you at the time your order was placed.  
  
INSPECTION ON DELIVERY  
  
On delivery of your order please inspect the packaging for damage. If it appears that the products are damaged, please do not accept the shipment.  
  
SHIPPING RATES  
  
For details on shipping rates please see the relevant page on the Platform website. If you make a purchase from the Platform that meets certain criteria, you may receive discounted or free ‘standard delivery’ or ‘express delivery’, subject to applicable terms and conditions notified to you at the time of your purchase.  
  
**RETURNS & CANCELLATIONS**  
  
You may cancel any order free of charge and without giving us any reason, provided it has not yet been shipped. We begin processing orders almost immediately. If you wish to cancel your order, please check the status of your order on the Platform or by contacting the call center (see the help section of the Platform). The Platform’s consumer service agents will request a cancellation of your order at our warehouse. If successful, they will send you an email and the cancellation will be free of charge. If cancellation is not possible, the product(s) will be delivered to you and may be returned in accordance with the procedure set out below.  
  
We begin processing orders almost immediately. If you wish to cancel your order, you may alternatively wait for your order to be delivered and follow the returns label delivered with your NIKE products. Your statutory rights are not affected.  
  
RETURNING ORDERS – DEFECTIVE PRODUCTS  
  
You have the right to return products delivered to you if they are defective or otherwise not in conformity with your order when you received them or if you have notified the Plaform of cancellation of your Contract prior to receiving an Order Confirmation. If your claim is justified, the purchase price and the shipping costs will be refunded. If you exercise your right to return the product in these circumstances, you must return the products to us using the returns label delivered with your NIKE products. For practical information on how to return, see the returns label delivered with your NIKE products (as well as the help section of the Platform and/or a NIKE website). We remind you that under Dutch and EU law, we are liable to you for any lack of conformity in a product that becomes apparent within a minimum of two years from delivery of the product and that you have several statutory rights in this context. The foregoing does not limit these statutory rights in any way.  
  
YOUR RIGHT OF WITHDRAWAL  
  
If for whatever reason you are not happy with a product you ordered, you may exercise your statutory right of withdrawal from the Contract. You can exercise your right of withdrawal by informing the Platform that you want to return the product within 30 calendar days after the product is delivered to you or to a third party indicated by you (other than the carrier) or, if you have ordered multiple goods from NIKE in one order which are delivered separately, within 30 calendar days after the last NIKE product is delivered, without giving us any reason. For practical information on how to exercise your statutory right of withdrawal, see the help section of the Platform and/or a NIKE website.  
  
You can also inform the Platform that you want to exercise your right of withdrawal within the time period stated above by sending the Platform an unequivocal statement by other means (e.g. by a letter or e-mail) that you are exercising your right of withdrawal.  
  
If you use your right of withdrawal, you have an obligation to return the products to us without undue delay and no later than 30 calendar days from the day on which you have communicated to the Platform that you are exercising your right of withdrawal.  
  
Please make sure that the products you return are complete (e.g. both items of a pair must be returned) and not used in any way other than as reasonably necessary to decide if you want to keep the products (meaning that you are allowed to try garments or shoes on for fit, but you cannot wear or wash them). If you do not comply with this requirement and the value of the product diminishes as a consequence of your failure to comply, we can hold you liable for the diminished value.  
  
If you inform the Platform that you wish to return a product, we will reimburse to you all payments received, including the delivery costs (with the exception of any supplementary costs resulting from your choice of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which you informed the Platform that you are exercising your right of withdrawal. We reserve the right to withhold the reimbursement until we have received the products back or until you have provided evidence that you have sent the products back to us.  
  
REFUND INFORMATION  
  
Refunds will be issued to you based on your original form of payment. For practical information on how to return and for refund timelines, see the help section of the Platform and/or a NIKE website.  
  
**EVENTS OUTSIDE OUR CONTROL**  
  
An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, change in law or regulation, or failure of public or private telecommunications networks.  
  
If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Sale:  
  
a) The Platform will contact you as soon as reasonably possible to notify you; and  
  
b) Our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.  
  
Where the Event Outside Our Control affects our delivery of a product to you, the Platform will arrange a new delivery date with you after the Event Outside Our Control is over. You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish us to provide the products. Please see your cancellation rights under Returns & Cancellation above.  
  
**OTHER IMPORTANT TERMS**  
  
We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms of Sale.  
  
You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree in writing.  
  
Each of the paragraphs of this Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.  
  
If we fail to insist that you perform any of your obligations under these Terms of Sale, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.  
  
If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. We will not file a copy of the contract between us.  
  
**CHOICE OF LAW/JURISDICTION**  
  
You agree that these Terms of Sale, the Contract and any dispute between you and NIKE shall be governed in all respects by Dutch law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.  
  
Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to these Terms of Sale (including but not limited to the purchase of NIKE products) shall be resolved individually, without resort to any form of class action, and exclusively in the competent courts of Amsterdam, the Netherlands.  
  
If you have a complaint in relation to any products supplied by NIKE, please contact the Platform via the help section of the Platform first. If you feel your complaint is not adequately addressed you can – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through http://ec.europa.eu/odr.  
  
All claims shall be brought within one (1) year after the claim arises, to the extent allowed under applicable law.